

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 15, 2021
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER PAMELA L. HOWETH**
- A. 3. INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH**

Declare Results of the November 2, 2021 Special Municipal Elections

- B. 1. CANVASS OF ELECTION RETURNS**
- B. 2. RESOLUTION NO. 6801**
Declaring the Results of the Recount of the Council Member, At-Large, Place 1 position for the November 2, 2021 Municipal Election held in the City of Sherman, Grayson County, Texas

Oath of Office

- C. 1. OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION**

Deputy Mayor Election

- D. 1. COUNCIL ELECTION OF DEPUTY MAYOR**

Special Presentations

- E. 1. SPECIAL PRESENTATION**
Receive Presentation from Margaret Somereve, Executive Director of Texas Coalition for Affordable Power

Citizen Comments

F. 1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

G. 1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

G. 2. CONSENT AGENDA

Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to staff review letter, without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

H. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6428

Repealing Ordinance No. 6253 and Amending Section 6.12, Ordinance No. 2280, so as to Amend a Planned Development for Village Planned Development (Ord. No. 6253) in the 2800-3200 Blocks of South F.M. 1417 (Heritage Parkway), Being 624.473 Acres in the Elizabeth Jones Survey, Abstract No. 625 (The Munson Realty Co., Owners; JR Urban Advisors, John Ruggieri, Planning & Urban Design; Jones & Carter, Civil Engineer; Underwood Drafting & Surveying, Surveyor); Providing that this Planned Development Shall be Granted Subject to Certain Conditions; Describing the Tract to be Rezoned; Providing a Repealing/Savings Clause, Severability Clause and An Effective Date Providing a Penalty not to Exceed \$2,000.00

H. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6429

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District, located at 6350 Theresa Drive, being 8.42 Acres in the Daniel C. Shelp Survey, Abstract No. 1097 (W. Scott Weismann III, Owner; Michael Ufer, Applicant; and Sartin & Associates Surveying, Surveyor); Providing for a Penalty not to Exceed \$2,000.00

H. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6430

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-1 (Retail Business) District, located in the 6000-6400 Blocks of South U.S. Highway 75 and th 100 - 200 Block of Akers Road, being 14.949 Acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 (Jamestown Square, LLC, Owner; Cope Equities, James Cruse, Representative/Developer; Hickman Consulting Engineers, Civil Engineer; DBA Architects, Architect; Billy Peck Construction, Contractor; Carroll Consulting Group, Inc. and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed \$2,000.00

- H. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6431**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the SF-1 (Single-Family Residential) District, located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Block of Akers Road, being 20.232 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 (Jamestown Square, LLC, Owner; Cope Equities, James Cruse, Representative/Developer; Hickman Consulting Engineers, Civil Engineer; DBA Architects, Architect; Billy Peck Construction, Contractor; Carroll Consulting Group, Inc. and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed \$2,000.00
- H. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6432**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, located in the 6000-6400 Blocks of South U.S. Highway 75, and the 100-200 Block of Akers Road, being 19.347 Acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 (Jamestown Square, LLC, Owner; Cope Equities, James Cruse, Representative/Developer; Hickman Consulting Engineers, Civil Engineer; DBA Architects, Architect; Billy Peck Construction, Contractor; Carroll Consulting Group, Inc. and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed \$2,000.00
- H. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6433**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow an Automobile Repair, Oil and Lube and Tire Sales and Service Center in a C-2 (General Commercial) District at 1504 West Houston Street, being Lot 1A of the Replat of Lot 1, Block 1, Oasis Addition (Willow Bend Holdings, LLC, Owner; Gareb Joseph Tahir, Applicant; and Helvey-Wagner and Associates Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00
- H. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6434**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District at 214 East College Street, being 0.239 Acres in the J.B. McAnair Survey, Abstract No. 763 (MPY Homes, LLC, Owner, Anil Pesaramelli, Representative; Charlie Shearer, Shearer Design & Associates, Designer; and Copley Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

- H. 8. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers 6428, 6429, 6430, 6431, 6432, 6433 & 6434

Resolutions

- I. 1. RESOLUTION NO. 6803**
Authorizing Execution of The Commercial Master Development Agreement Between the City of Sherman and Heritage Ranch Holdings, LTD., for the Construction of Public Facilities in the Commercial Portion of the Mixed-Use Planned Development Known as Heritage Ranch, Being an Approximate 254-Acres along U.S. Hwy 82 and Between F.M. 1417 (Heritage Parkway) and Plainview Road in the City of Sherman, Texas

- I. 2. **RESOLUTION NO. 6804**
Authorizing Execution of a Professional Engineering Design Services Agreement with Garver, LLC. for Design of Water Treatment Plant Improvements
- I. 3. **RESOLUTION NO. 6805**
Awarding a Bid to and Authorizing Execution of a Contract with Synagro of Texas-CDR, Inc., based on an Invitation to Bid, for Construction of the WTP Sludge Removal Project 2021
- I. 4. **RESOLUTION NO. 6806**
Approving and Authorizing Execution of the Amended and Restated Predevelopment Loan Agreement Among CFP SHERMAN, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT, LLC, IVY HOTEL GROUP, LLC, AP GULF STATES, INC., SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC and E4 ARCHITECTURE for the Commitment of Funds for Predevelopment Expenses Related for the Development, Design and Construction of an Estimated 80-bed Acute Care Hospital and Appropriate Site Amenities Supporting the Same within the City of Sherman, Texas
- I. 5. **RESOLUTION NO. 6807**
Joining with the State of Texas and Political Subdivisions of the State as a Party in the Global Opioid Settlement Agreements Regarding Opioid Use and Distribution in *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, In the 152nd District Court of Harris County, Texas, and Other Litigation; Accepting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet; Authorizing the City Manager to Execute Settlement Participation Documents
- I. 6. *** RESOLUTION NO. 6808**
Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors
- I. 7. *** RESOLUTION NO. 6809**
Authorizing the Purchase of a 2022 Frazer Type I 14' Module Ambulance for the Sherman Fire Department from Knapp Chevrolet and Frazer, Ltd. through the Houston-Galveston Area Council of Governments (H-GAC)
- I. 8. *** RESOLUTION NO. 6810**
Authorizing the Purchase of Twenty-Six Hand-Held Radios and Eight Mobile Radios for the Sherman Fire Department from Motorola, Inc., a sole source provider.
- I. 9. *** RESOLUTION NO. 6811**
Authorizing the Purchase of a New 950GC Wheel Loader From Holt Cat Manufacturing for the Street Department through Sourcewell Purchasing Cooperative

Requests to Advertise

- J. 1. ***REQUEST TO ADVERTISE**
Annual Supply of Chemicals

Other Business

K. 1. OTHER BUSINESS

Receive Presentation from Police Chief Zachary Flores on Alternatives for the Contract with Grayson County for Use of the City of Sherman Animal Shelter

K. 2. OTHER BUSINESS

Consider Cancellation of the December 20, 2021 Regular City Council Meeting and Add Called City Council Meeting on December 13, 2021

K. 3. ** OTHER BUSINESS

Replat approval of Landmark Addition, Lots 1R & 4, Block 1, a Replat of Landmark Addition, Replat of Lot 2, Block 1, Beacon Hill Addition, Section 1, being part of Lot 1, Block 1, Landmark Addition, containing 1.462 acres; Rahim Ayush LLC, Owner, Vaquero Heritage Pkwy Partners, LP, Developer, Triangle Engineering LLC, Civil Engineer and JPH Land Surveying, Inc., Surveyor (1712 North FM 1417 (Heritage Parkway))

K. 4. ** OTHER BUSINESS

Replat approval of J.P. Loving's Addition, Lot 5R, being a Replat of Lots 4 & 5, J.P. Loving's Addition, being 0.154 acres in the Samuel Blagg Survey, Abstract No. 56 and being a part of Lot 4 and all of Lot 5 of J.P. Loving's Addition; Tobar Properties LLC, Owner and Preston Trail Land Surveying, Surveyor (329 West Cherry Street)

K. 5. ** OTHER BUSINESS

Final Plat approval of Quail Run, Phase Two, being 20.429 acres in the Jason Stamps Survey, Abstract No. 1115 and the Elizabeth Jones Survey, Abstract No. 625; 300 Sherman, LP, Owner, GEES, Inc., Civil Engineer and Preston Trail Land Surveying, Surveyor (4700-5200 blocks of Quail Run Road and West Cormorant Drive)

K. 6. ** OTHER BUSINESS

Final Plat approval of Texoma Community Center Addition, being 0.485 acres in the J.B. McAnair Survey, Abstract No. 763; Texoma Community Center, Owner, Tori Dyess, Applicant and Preston Trail Land Surveying, Surveyor (2310 North Travis Street)

K. 7. ** OTHER BUSINESS

Final Plat approval of Kaiser Aluminum Addition, Lots 1 & 2, being 11.781 acres in the Sherod Dunman Survey, Abstract No. 329; Kaiser Aluminum Fabricated Products, LLC, Owner and Preston Trail Land Surveying, Surveyor (4318 South U.S. Highway 75)

Consider Board/Commission Appointments

L. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Council Audit Committee (3)

L. 2. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Investment Committee (2)

- L. 3. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Reinvestment Committee (2)
- L. 4. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #1 (3)
- L. 5. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #2 (3)
- L. 6. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #3 (3)
- L. 7. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #5 (3)
- L. 8. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #6 (3)
- L. 9. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Tax Increment Financing Board #7 (3)
- L. 10. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Animal Control Advisory Committee (1)
- M. COUNCIL COMMENTS**

Executive Session

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person. (a) Deliberation regarding the purchase and value of real property generally located south of FM 691, east of FM 1417, west of US Highway 75 and north of US Highway 82
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. (a) Texoma Council of Governments Board of Directors (1)
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. (a) Economic Development Project
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

O. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

P. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, November 12, 2021 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 12th day of November, 2021.
City of Sherman, Texas

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda.

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

David Plyler

Deputy Mayor

Daron Holland

Council Members

Willie Steele, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B. 1.

Meeting Date: 11/15/2021

Approved By: Robby Hefton, City Manager

Caption:

CANVASS OF ELECTION RETURNS

Issue:

A tally sheet will be prepared for the City Council to use in their canvass of the outcome of the Recount of the Council Member, At-Large, Place 1 position for the Municipal Election of November 2, 2021. The Recount was held on November 10, 2021 and resulted in one additional mail vote for Candidate Kevin Couch. This additional vote did not change the outcome of the Election. The tally sheet will be provided to the City Council at the Council Meeting, and will include the results of the Recount.

Background:

The Texas Election Code requires that the City Council canvass the votes by precinct and declare that the Election is official. The other races in the Election were canvassed at a Called Council Meeting on November 10, 2021.

Origination:

The tally sheet will be provided to the City Council at the Council Meeting, and will include the results of the November 10th Recount that was performed for At-Large Place 1.

Financial Consideration:

There is no specific cost associated with canvassing the Election.

Staff Recommendation:

It is recommended that the City Council canvass the Election.

Alternatives:

There is no viable alternative.

Attachments

Recount Certification - November 10, 2021

Canvass - Totals

Canvass - By Precinct

RECOUNT CERTIFICATION-NOVEMBER 2, 2021 CITY OF SHERMAN ELECTION

		Marroquin	Couch	Verified
EARLY VOTING	MAIL BALLOTS			
EV	Sherman EA Main	123	193	2H
EV	Sherman Lobby	752	677	2H
EV	Denison	75	109	2H
EV	Pottsboro	7	18	2H
EV	Van Alstyne	6	5	2H
EV	Whitesboro	1	0	2H
EV		2	2	2H
ELECTION DAY	ELECTION DAY SITES			
Bells	Bells City Hall	0	0	2H
Collinsville	Collinsville Community Bldg.	0	0	2H
Denison	Grayson County Sub-Courthouse	3	3	2H
Denison	Parkside Baptist Church	1	3	2H
Denison	Mt. Olive Baptist Church	2	0	2H
Denison	Southside Baptist Church	0	0	2H
Denison	Grayson College	12	4	2H
Gordonville	Gordonville Baptist Church	0	0	2H
Gunter	Gunter First Baptist Church	0	4	2H
Howe	Howe Community Ctr.	4	2	2H
Pottsboro	Pottsboro ISD Administration	0	2	2H
Sadler	Sadler Baptist Church	0	1	2H
Sherman	Election Administration	298	259	2H
Sherman	Election Administration-Lobby	74	62	2H
Sherman	Luella First Baptist Church	2	3	2H
Sherman	Progressive Baptist Church	19	11	2H
Sherman	Faith Church	129	190	2H
Sherman	Municipal Ballroom	67	31	2H
Sherman	United Way of Grayson County	41	25	2H
Sherman	Texoma Council of Governments	63	76	2H
Tioga	Fire Dept. Meeting Room	0	0	2H
Tom Bean	First National Bank of Tom Bean	0	0	2H
Van Alstyne	Grayson College-South Campus	4	1	2H
Whitesboro	Whitesboro City Hall	1	2	2H
Whitewright	Whitewright Church of Christ	1	0	2H

1,687 1,683

Manual recount has been completed and required documents have been delivered to the Recount Supervisor.

Linda Ashby
Recount Supervisor-Linda Ashby/City of Sherman

11/10/2021
Date

Tamie Hayes
Election Administrator-Tamie Hayes/Grayson County

11-10-2021
Date

Wambrock

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 2, 2021 Registered Voters 23,876 City Ballots Cast 3,535 * Percentage Voted 14.8 %

PRECINCTS	101*	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	258	110	0	0	1	0	161	511	59	345	0	25	7	580	2,058 *
Reg. Ballots Cast	197	94	0	0	0	0	125	396	53	218	0	22	4	368	1,477
Total Ballots Cast	455	204	0	0	1	0	286	907	112	563	0	47	11	948	3,535 *
Registered Voters	4,088	2,402	0	3	12	0	2,396	6,397	546	2,970	0	611	71	4,380	23,876
% of registered voters casting ballots by precinct	11.13%	8.49%	0%	0%	8.33%	0%	11.94%	14.18%	20.51%	18.96%	0%	7.69%	15.49%	21.64%	14.8%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor			
Sandra Melton	687	587	1,274
David Plyler	1,344	868	2,212
Council Member, At-Large, Place 1			
Henry Marroquin	966	721	1,687
Kevin Couch	1,004 *	679	1,683 *
Council Member, At-Large, Place 2			
André Luper	741	592	1,333
Juston Dobbs	1,197	787	1,984

* Results of the At-Large, Place 1 position after the Recount Petition – 1 additional mail ballot counted for Kevin Couch – no designation of precinct

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 2, 2021 Registered Voters 23,876 City Ballots Cast 3,535 * Percentage Voted 14.8 %

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	258	110	0	0	1	0	161	511	59	345	0	25	7	580	2,058 *
Reg. Ballots Cast	197	94	0	0	0	0	125	396	53	218	0	22	4	368	1,477
Total Ballots Cast	455	204	0	0	1	0	286	907	112	563	0	47	11	948	3,535 *
Registered Voters	4,088	2,402	0	3	12	0	2,396	6,397	546	2,970	0	611	71	4,380	23,876
% of registered voters casting ballots by precinct	11.13%	8.49%	0%	0%	8.33%	0%	11.94%	14.18%	20.51%	18.96%	0%	7.69%	15.49%	21.64%	14.8%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics by Precincts

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor																	
Sandra Melton	210	111	0	0	1	0	102	311	30	174	0	14	6	315	687	587	1,274
David Plyler	238	89	0	0	0	0	180	581	81	384	0	33	5	621	1,344	868	2,212
Council Member, At–Large, Place 181																	
Henry Marroquin	254	109	0	0	0	0	116	394	43	291	0	17	6	457	966	721	1,687
Kevin Couch	174	78	0	0	1	0	151	472	67	252	0	29	4	454	1,004 *	679	1,683 *
Council Member, At–Large, Place 2																	
André Luper	247	137	0	0	1	0	103	332	24	179	0	9	5	296	741	592	1,333
Juston Dobbs	173	53	0	0	0	0	156	517	81	358	0	36	4	606	1,197	787	1,984

* Results of the At-Large, Place 1 position after the Recount Petition – 1 additional mail ballot counted for Kevin Couch – no designation of precinct



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B. 2.

Meeting Date: 11/15/2021

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6801

Declaring the Results of the Recount of the Council Member, At-Large, Place 1 position for the November 2, 2021 Municipal Election held in the City of Sherman, Grayson County, Texas

Issue:

In order to accommodate the Texas Election Code, the City Council must canvass no earlier than the 3rd day after the Election and no later than the 11th day after the Election. Since the 11th day is on Saturday, November 13, 2021, the deadline is extended to Monday, November 15, 2021. Therefore, the canvass must be held between November 5 and November 15, 2021.

The City Council canvassed the results of the election at its Special Called November 10th Council meeting. This canvassing relates to the Recount results of the At-Large Place 1 position, that was subject to a Recount Petition. The Recount was completed on November 10th. The Resolution with the final votes will be provided to the City Council at the Council Meeting.

Background:

Pursuant to Section 67.003 of the Election Code, each local authority shall convene to conduct the canvass of returns at a specific time after the Election date, at a time set by the Mayor.

Origination:

The canvass of Election returns originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with canvassing the Election and adopting Resolution No. 6801.

Staff Recommendation:

It is recommended that the City Council canvass the Recount of the Council Member, At-Large, Place 1 position, of the Regular Municipal Election of November 2, 2021 and adopt Resolution No. 6801.

Alternatives:

There is no viable alternative.

Attachments

Resolution No. 6801

Recount Certification - November 10, 2021

Canvass - Totals

Canvass - By Precinct

RESOLUTION NO. 6801

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CANVASSING THE ELECTION RETURNS OF THE RECOUNT OF THE NOVEMBER 2, 2021 GENERAL ELECTION FOR THE PURPOSE OF ELECTING ONE MEMBER OF THE CITY COUNCIL OF THE CITY OF SHERMAN (AT-LARGE, PLACE NO. 1) TO FILL AN EXPIRING TERM; DECLARING THE RESULTS OF THE ELECTION FOR THE OFFICE OF AT-LARGE, PLACE NO. 1 FOLLOWING THE RECOUNT REQUESTED BY ONE OF THE CANDIDATES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") duly authorized a General Election to be held within the City of Sherman, Texas ("City") on November 2, 2021 ("General Election") for the purpose of electing three members of the Sherman City Council (Mayor, At-Large Place No. 1 and At-Large Place No. 2), to fill expiring terms; and

WHEREAS, the General Election was administered by the Grayson County Elections Administrator; and

WHEREAS, the Grayson County Elections Administrator made the return of the General Election results and delivered the same to the City Council in the time and manner required by law; and

WHEREAS, on November 3, 2021, candidate Kevin Couch submitted a petition requesting a recount under Section 212.001 of the Texas Election Code, and the recount supervisor approved the petition; and

WHEREAS, on November 10, 2021, the City Council canvassed the election returns for the General Election; and

WHEREAS, on November 10, 2021, a recount committee formed in accordance with the Texas Election Code conducted a recount as requested in Mr. Couch's petition; and

WHEREAS, the recount committee's report of the recount lawfully submitted to the City Council and filed with the City Clerk is set forth in Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds that the General Election was duly called; that notice of the General Election was given in accordance with the law and City Charter; that the General Election was held in accordance with the law and City Charter; that the General Election returns were duly and legally made and delivered; that there were cast at the General Election valid and legal votes; that the requested recount was conducted in accordance with the law and City Charter; and the returns of the recount do not change the outcome of the General Election; and

WHEREAS, the City Council, having canvassed the combined early voting and election day accumulated totals for the General Election as reflected in the recount committee's report in accordance with Texas law and the City Charter, finds that the votes cast result in the following:

	TOTAL VOTES
COUNCIL MEMBER, AT-LARGE, PLACE 1	
Henry Marroquin	1,687
Kevin Couch	1,683

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

SECTION 1. The recount committee's report of the recount as set forth herein is declared to be official. Accordingly, Henry Marroquin is hereby declared elected to the office of City Council At-Large Place No. 1, subject to issuance of the Certificate of Election, the filing of the Statement of Officer and the taking of the oath as provided by the laws of the State of Texas.

SECTION 2. The City Council hereby approves and accepts the results of the General Election for the office of City Council At-Large Place No. 1 as set forth in the recount committee's report attached hereto as Exhibit A, as determined by the majority vote of the qualified voters of the City.

SECTION 3. That it is further found and determined that, in accordance with the resolution of this governing body, the Clerk posted written notice of the date, place, and subject of this meeting on the bulletin board located at the Sherman City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

SECTION 4. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

SECTION 5. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6. All provisions of any ordinance in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

SECTION 7. This Resolution shall become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
**RYAN D. PITTMAN
CITY ATTORNEY**

RECOUNT CERTIFICATION-NOVEMBER 2, 2021 CITY OF SHERMAN ELECTION

		Marroquin	Couch	Verified
EARLY VOTING	MAIL BALLOTS			
EV	Sherman EA Main	123	193	2H
EV	Sherman Lobby	752	677	2H
EV	Denison	75	109	2H
EV	Pottsboro	7	18	2H
EV	Van Alstyne	6	5	2H
EV	Whitesboro	1	0	2H
EV		2	2	2H
ELECTION DAY	ELECTION DAY SITES			
Bells	Bells City Hall	0	0	2H
Collinsville	Collinsville Community Bldg.	0	0	2H
Denison	Grayson County Sub-Courthouse	3	3	2H
Denison	Parkside Baptist Church	1	3	2H
Denison	Mt. Olive Baptist Church	2	0	2H
Denison	Southside Baptist Church	0	0	2H
Denison	Grayson College	12	4	2H
Gordonville	Gordonville Baptist Church	0	0	2H
Gunter	Gunter First Baptist Church	0	4	2H
Howe	Howe Community Ctr.	4	2	2H
Pottsboro	Pottsboro ISD Administration	0	2	2H
Sadler	Sadler Baptist Church	0	1	2H
Sherman	Election Administration	298	259	2H
Sherman	Election Administration-Lobby	74	62	2H
Sherman	Luella First Baptist Church	2	3	2H
Sherman	Progressive Baptist Church	19	11	2H
Sherman	Faith Church	129	190	2H
Sherman	Municipal Ballroom	67	31	2H
Sherman	United Way of Grayson County	41	25	2H
Sherman	Texoma Council of Governments	63	76	2H
Tioga	Fire Dept. Meeting Room	0	0	2H
Tom Bean	First National Bank of Tom Bean	0	0	2H
Van Alstyne	Grayson College-South Campus	4	1	2H
Whitesboro	Whitesboro City Hall	1	2	2H
Whitewright	Whitewright Church of Christ	1	0	2H

1,687 1,683

Manual recount has been completed and required documents have been delivered to the Recount Supervisor.

Linda Ashby
Recount Supervisor-Linda Ashby/City of Sherman

11/10/2021
Date

Tamie Hayes
Election Administrator-Tamie Hayes/Grayson County

11-10-2021
Date

Wambrock

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 2, 2021 Registered Voters 23,876 City Ballots Cast 3,535 * Percentage Voted 14.8 %

PRECINCTS	101*	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	258	110	0	0	1	0	161	511	59	345	0	25	7	580	2,058 *
Reg. Ballots Cast	197	94	0	0	0	0	125	396	53	218	0	22	4	368	1,477
Total Ballots Cast	455	204	0	0	1	0	286	907	112	563	0	47	11	948	3,535 *
Registered Voters	4,088	2,402	0	3	12	0	2,396	6,397	546	2,970	0	611	71	4,380	23,876
% of registered voters casting ballots by precinct	11.13%	8.49%	0%	0%	8.33%	0%	11.94%	14.18%	20.51%	18.96%	0%	7.69%	15.49%	21.64%	14.8%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor			
Sandra Melton	687	587	1,274
David Plyler	1,344	868	2,212
Council Member, At-Large, Place 1			
Henry Marroquin	966	721	1,687
Kevin Couch	1,004 *	679	1,683 *
Council Member, At-Large, Place 2			
André Luper	741	592	1,333
Juston Dobbs	1,197	787	1,984

* Results of the At-Large, Place 1 position after the Recount Petition – 1 additional mail ballot counted for Kevin Couch – no designation of precinct

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 2, 2021 Registered Voters 23,876 City Ballots Cast 3,535 * Percentage Voted 14.8 %

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	258	110	0	0	1	0	161	511	59	345	0	25	7	580	2,058 *
Reg. Ballots Cast	197	94	0	0	0	0	125	396	53	218	0	22	4	368	1,477
Total Ballots Cast	455	204	0	0	1	0	286	907	112	563	0	47	11	948	3,535 *
Registered Voters	4,088	2,402	0	3	12	0	2,396	6,397	546	2,970	0	611	71	4,380	23,876
% of registered voters casting ballots by precinct	11.13%	8.49%	0%	0%	8.33%	0%	11.94%	14.18%	20.51%	18.96%	0%	7.69%	15.49%	21.64%	14.8%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics by Precincts

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor																	
Sandra Melton	210	111	0	0	1	0	102	311	30	174	0	14	6	315	687	587	1,274
David Plyler	238	89	0	0	0	0	180	581	81	384	0	33	5	621	1,344	868	2,212
Council Member, At–Large, Place 181																	
Henry Marroquin	254	109	0	0	0	0	116	394	43	291	0	17	6	457	966	721	1,687
Kevin Couch	174	78	0	0	1	0	151	472	67	252	0	29	4	454	1,004 *	679	1,683 *
Council Member, At–Large, Place 2																	
André Luper	247	137	0	0	1	0	103	332	24	179	0	9	5	296	741	592	1,333
Juston Dobbs	173	53	0	0	0	0	156	517	81	358	0	36	4	606	1,197	787	1,984

* Results of the At-Large, Place 1 position after the Recount Petition – 1 additional mail ballot counted for Kevin Couch – no designation of precinct



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 11/15/2021

Approved By: Robby Hefton, City Manager

Caption:

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Issue:

The official Statements of Elected Officer have been filed with the Sherman City Clerk; and the newly elected Mayor and Council Members may take the Oath of Office as required by law. They will also be presented with official Certificates of Election.

Newly elected Council Member, At-Large, Place 2, Juston Dobbs was sworn in and presented with a Certificate of Election at a Called Council Meeting on November 10, 2021.

Background:

Pursuant to the City Charter, Article X, Section 4, all elected officers shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The Oath of Office shall be administered as required by the Charter.

Origination:

The Oath of Office presentation originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with taking the Oath of Office.

Staff Recommendation:

It is recommended that the newly elected Mayor and Council Members take the Oath of Office.

Alternatives:

There is no viable alternative.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 11/15/2021

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL ELECTION OF DEPUTY MAYOR

Issue:

The Deputy Mayor is elected by the City Council for a one-year term or until the Council is reorganized. Normally the Deputy Mayor is elected at the Council Meeting in November where new members are sworn in.

Background:

Article II, Section 3 of the City Charter provides for the designation of a Deputy Mayor, as follows:

Section 3. Mayor and deputy mayor.

The mayor shall preside at the meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the council. The mayor shall not make or second motions. The council shall elect a deputy mayor from the council for a one-year term, or until the council is reorganized, who shall act as mayor during the absence or inability of the mayor to serve. If a vacancy should occur in the office of mayor, the deputy mayor shall serve for the remainder of the mayor's term or until the next general election, whichever shall first occur.

Origination:

The election of a Deputy Mayor originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with electing a Deputy Mayor.

Staff Recommendation:

It is recommended that the Council Members elect a new Deputy Mayor.

Alternatives:

There is no viable alternative.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 11/15/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

Receive Presentation from Margaret Somereve, Executive Director of Texas Coalition for Affordable Power

Issue:

To receive the presentation from Margaret Somereve, Executive Director of Texas Coalition for Affordable Power

Background:

This presentation is to recognize the City of Sherman as a founding member of Texas Coalition for Affordable Power.

Origination:

City Manager

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended



City Council Regular Meeting

G. 1.

Meeting Date: 11/15/2021

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

I. 6. * RESOLUTION NO. 6808

Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

I. 7. * RESOLUTION NO. 6809

Authorizing the Purchase of a 2022 Frazer Type I 14' Module Ambulance for the Sherman Fire Department from Knapp Chevrolet and Frazer, Ltd. through the Houston-Galveston Area Council of Governments (H-GAC)

I. 8. * RESOLUTION NO. 6810

Authorizing the Purchase of Twenty-Six Hand-Held Radios and Eight Mobile Radios for the Sherman Fire Department from Motorola, Inc., a sole source provider.

I. 9. * RESOLUTION NO. 6811

Authorizing the Purchase of a New 950GC Wheel Loader From Holt Cat Manufacturing for the Street Department through Sourcewell Purchasing Cooperative

J. 1. * REQUEST TO ADVERTISE

Annual Supply of Chemicals



City Council Regular Meeting

G. 2.

Meeting Date: 11/15/2021

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to staff review letter, without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

K. 3. ** OTHER BUSINESS

Replat approval of Landmark Addition, Lots 1R & 4, Block 1, a Replat of Landmark Addition, Replat of Lot 2, Block 1, Beacon Hill Addition, Section 1, being part of Lot 1, Block 1, Landmark Addition, containing 1.462 acres; Rahim Ayush LLC, Owner, Vaquero Heritage Pkwy Partners, LP, Developer, Triangle Engineering LLC, Civil Engineer and JPH Land Surveying, Inc., Surveyor (1712 North FM 1417 (Heritage Parkway))

K. 4. ** OTHER BUSINESS

Replat approval of J.P. Loving's Addition, Lot 5R, being a Replat of Lots 4 & 5, J.P. Loving's Addition, being 0.154 acres in the Samuel Blagg Survey, Abstract No. 56 and being a part of Lot 4 and all of Lot 5 of J.P. Loving's Addition; Tobar Properties LLC, Owner and Preston Trail Land Surveying, Surveyor (329 West Cherry Street)

K. 5. ** OTHER BUSINESS

Final Plat approval of Quail Run, Phase Two, being 20.429 acres in the Jason Stamps Survey, Abstract No. 1115 and the Elizabeth Jones Survey, Abstract No. 625; 300 Sherman, LP, Owner, GEES, Inc., Civil Engineer and Preston Trail Land Surveying, Surveyor (4700-5200 blocks of Quail Run Road and West Cormorant Drive)

K. 6. ** OTHER BUSINESS

Final Plat approval of Texoma Community Center Addition, being 0.485 acres in the J.B. McAnair Survey, Abstract No. 763; Texoma Community Center, Owner, Tori Dyess, Applicant and Preston Trail Land Surveying, Surveyor (2310 North Travis Street)

K. 7. ** OTHER BUSINESS

Final Plat approval of Kaiser Aluminum Addition, Lots 1 & 2, being 11.781 acres in the Sherod Dunman Survey, Abstract No. 329; Kaiser Aluminum Fabricated Products, LLC, Owner and Preston Trail Land Surveying, Surveyor (4318 South U.S. Highway 75)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 1.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6428

Repealing Ordinance No. 6253 and Amending Section 6.12, Ordinance No. 2280, so as to Amend a Planned Development for Village Planned Development (Ord. No. 6253) in the 2800-3200 Blocks of South F.M. 1417 (Heritage Parkway), Being 624.473 Acres in the Elizabeth Jones Survey, Abstract No. 625 (The Munson Realty Co., Owners; JR Urban Advisors, John Ruggieri, Planning & Urban Design; Jones & Carter, Civil Engineer; Underwood Drafting & Surveying, Surveyor); Providing that this Planned Development Shall be Granted Subject to Certain Conditions; Describing the Tract to be Rezoned; Providing a Repealing/Savings Clause, Severability Clause and An Effective Date Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of The Munson Realty Co. (Owners), JR Urban Advisors, John Ruggieri (Planning & Urban Design) Jones and Carter (Civil Engineer) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 2800-3200 Blocks South FM 1417 (Heritage Parkway), being 624.473 acres in the Elizabeth Jones Survey, Abstract No. 625 for an Amended Planned Development for Village Planned Development (Ordinance No. 6253)

Background:

The property is located in the 2800-3200 blocks of South FM 1417 (Heritage Parkway) between Moore Street, West Travis Street and West O.B. Groner Road. A Planned Development was approved for Village Planned Development by Ordinance 6253, October 7, 2019.

The Village Planned Development is a mixed-use community of commercial and residential opportunities complimented by almost twenty percent of the land area set aside as parks, open space or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of employment, residential, commercial, recreational uses in proximity to one another.

Origination:

The Munson Realty Co. (Owners)
JR Urban Advisors, John Ruggieri (Planning & Urban Design)
Jones and Carter (Civil Engineer)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Amended Planned Development be approved subject to the Staff Review Letter and the letter from Halff and Associates.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6428
Exhibit A - Legal Description
Exhibit B - Village PD
Exhibit C - Zoning Exhibit
Location Map
Zoning Map
Zoning Sign Photo
Staff Review Letter
P&Z Communication
Letter from Halff

ORDINANCE NO. 6428

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6253, AND AMENDING SECTION 6.12, ORDINANCE NO. 2280, SO AS TO AMEND A PLANNED DEVELOPMENT FOR VILLAGE PLANNED DEVELOPMENT (ORD. NO. 6253) IN THE 2800-3200 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 624.473 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (THE MUNSON REALTY CO., OWNERS; JR URBAN ADVISORS, JOHN RUGGIERI, PLANNING & URBAN DESIGN; JONES & CARTER, CIVIL ENGINEER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Planned Development; and

WHEREAS, the City Council finds that this Planned Development will complement or be compatible with the surrounding developments and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Planned Development, subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS;

SECTION 1. Ordinance No. 6253 is hereby repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6253 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance No. 6253 occurring before the effective date of this Ordinance.

SECTION 2. Section 6.12 of Ordinance No. 2280 is hereby amended as follows: The zoning designation of the Property described in **Exhibit A – Legal Description**, attached hereto (the “Property”), generally located in the 2800-3200 blocks of South FM 1417 (Heritage Parkway),

and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development.

The development plans, standards and uses for the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development zoning classification, the additional conditions as set forth and/or depicted herein, in **Exhibit B – Development Standards**, which is attached hereto and incorporated herein by reference for all purposes, in **Exhibit C – Zoning Exhibit**, which is attached hereto and incorporated herein by reference for all purposes, and in all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of **Exhibit B** and **Exhibit C** shall prevail in that order.

SECTION 3. That this rezoning is granted on the following conditions:

Zoning:

1. All aspects of the Planned Development Ordinance must be followed. (*Chapter 14, Exhibit A, Section 6.2*)
2. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.

SECTION 4. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 5. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal

prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 8. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 9. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of November, 2021.

ADOPTED on this the 15th day of November 2021.

EFFECTIVE DATE on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY:

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM

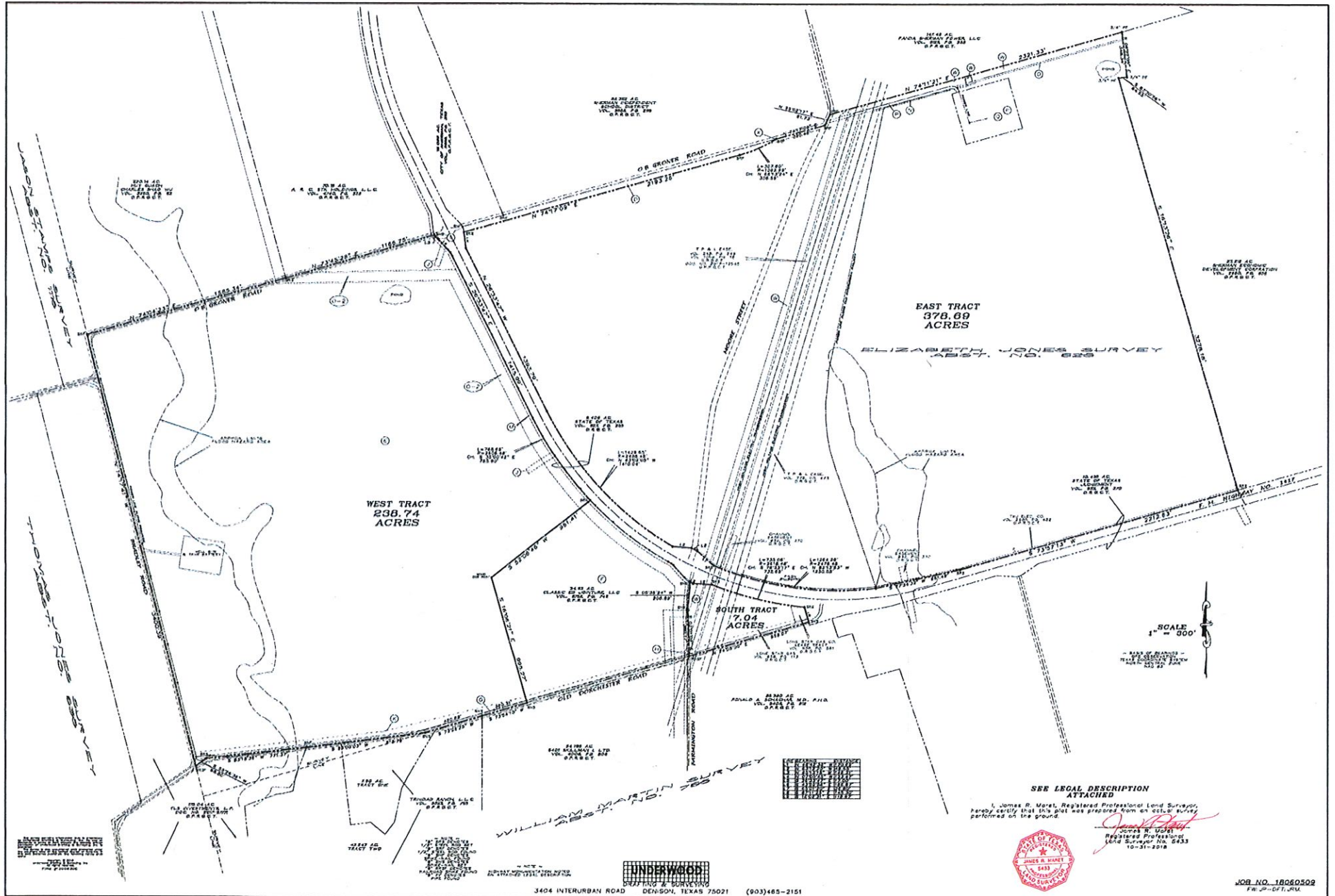
AND CONTENT:

**THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY:

RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A





LEGAL DESCRIPTION

SOUTH TRACT

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being the same tract of land described as 6.3130 acres and referred to as Tract No. 2 as conveyed by John S. Calhoun to The Munson Realty Company by deed dated January 22, 1979, recorded in Volume 1460, Page 722, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Southwest corner of said Tract No. 2 at the intersection of the center of a North-South public road locally known as Farmington Road with the center of an East-West public road locally known as Old Dorchester Road, said spike being in the South line of the said Jones Survey and North line of the William Martin Survey, Abstract No. 765, said spike also maintaining the Southeast corner of the same tract of land described as 34.93 acres conveyed by Farmington 1417, Ltd. to Classic Ed Jointure by deed dated January 29, 2016, recorded in Volume 5752, Page 746, Official Public Records, Grayson County, Texas, the Northeast corner of the same tract of land described as 54.785 acres conveyed by Western Investments to 6401 Skillman I, Ltd. by deed dated February 16, 2006, recorded in Volume 4008, Page 808, said Official Public Records, and the Northwest corner of the same tract of land described as 125.380 acres conveyed by Ronald Schachar Profit Sharing Plan, Ronald Schachar Trustee to Ronald A. Schachar, M.D., P.H.D. by deed dated January 6, 2014, recorded in Volume 5408, Page 812, said Official Public Records;

Thence North 02°01'09" West with said center of Farmington Road a distance of 360.17 feet to a spike nail set marking an angle point;

Thence North 05°36'24" East continuing with said center of Farmington Road a distance of 206.89 feet to a spike nail set marking the Northwest corner of said Tract No. 2 and the Northeast corner of the said 34.93 acre tract in the South right-of-way line of F. M. Highway No. 1417, also being the South line of the same tract of land described as 10.485 acres awarded to the State of Texas (for Highway 1417 right-of-way) by Judgement dated April 28, 1961, recorded in Volume 932, Page 370, said Deed Records;

Thence South 65°01'20" East with said South right-of-way line a distance of 26.80 feet to an angle point at the West base of a concrete monument;

Thence South 87°11'25" East continuing with said South right-of-way line a distance of 145.30 feet to a 1/2" steel rod set at an angle point;

Thence in a Southeasterly direction continuing with said South right-of-way line along a curve to the left having a radius of 2616.48 feet, (chord bears South 76°33'17" East, 732.65 feet), an arc distance of 735.07 feet to a 1/2" steel rod set for an "L" corner from which a concrete monument lies North 45° West a distance of 1.35 feet;

Thence South 16°02'31" East continuing with said right-of-way line a distance of 118.67 feet to a spike nail set marking the Southeast corner of said Tract No. 2 in the said center of Old Dorchester Road;

Thence South 74°05'00" West with said center of Old Dorchester Road a distance of 959.07 feet to the Point of Beginning and containing 7.039 acres of land more or less.....



LEGAL DESCRIPTION

WEST TRACT

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the same tract of land described as 385 acres, comprised of First Tract, described as 190 acres, and Second Tract, described as 390-1/2 acres, Save and Except 5-1/2 acres, as conveyed by Robert S. Davis et ux to The Munson Realty Company by deed dated December 29, 1960, recorded in Volume 925, Page 261, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Southwest corner of the said 385 acre tract in the West line of the said Elizabeth Jones Survey and East line of the Thomas Jones Survey, Abstract No. 635, said spike also being at the intersection of an East-West road locally known as Old Dorchester Road with the center of a public road to the North locally known as Bradley Road, said spike also maintaining an inside angle corner to the same tract of land described as 175.04 acres conveyed by Thomas D. Scott to TLS Investments, L.P. by deed dated November 14, 2017, recorded in Document No. 2017-27771, Official Public Records, Grayson County, Texas;

Thence North 14°17'41" West with said center of Bradley Road and West line of the said Elizabeth Jones Survey, at a distance of 3060.58 feet passing the Northeast corner of the said Thomas Jones Survey, the most Northerly Northeast corner of the said 175.04 acre tract, the Southeast corner of the Jason Stamps Survey, Abstract No. 1115, and the most Southerly Southeast corner of the same tract of land described as 220.14 acres conveyed by Bobbie Lou Gee et al to Huy Quach and Charles Shao Wu by deed dated June 3, 2002, recorded in Volume 3260, Page 62, said Official Public Records, and continuing, leaving said road at its turn to the East and continuing for a total distance of 3400.39 feet to a 1/2" steel rod found maintaining the Northwest corner of the said 385 acre tract and an inside "L" corner to the said 220.14 acre tract at the intersection of the extended center of Bradley Road with the extended center from the East of a public road locally known as O. B. Groner Road;

Thence North 74°04'23" East, entering and continuing with said center of O. B. Groner Road a distance of 1585.34 feet to a spike nail set marking the most Easterly Southeast corner of the said 220.14 acre tract and the Southwest corner of the same tract of land described as 70.15 acres conveyed by \$G Holdings, Ltd et al to A.R.C. STX Holdings, L.L.C. by deed dated December 18, 2009, recorded in Volume 4740, Page 328, said Official Public Records;

Thence North 73°45'28" East continuing with said center of O. B. Groner road a distance of 1186.75 feet to a spike nail set for the Northeast corner of the herein described tract in the West right-of-way line of F. M. Highway No. 1417, also being the Northwest corner of the same tract of land described as 9.406 acres previously severed from said 385 acre tract as conveyed by The Munson Realty Company to the State of Texas (for Highway 1417 right-of-way) by deed dated January 31, 1961, recorded in Volume 927, Page 255, said Deed Records;

Thence South 26°33'47" East with said West right-of-way line and West line of the said 9.406 acre tract a distance of 17.00 feet to a concrete monument at an angle point;

Thence South 43°59'56" East continuing with said West right-of-way line and West line of the said 9.406 acre tract a distance of 166.87 feet to an angle point lying 1.2 feet Southeast of a concrete monument;

Thence South 26°33'47" East continuing with said West right-of-way line and West line of the said 9.406 acre tract a distance of 1415.99 feet to a point lying 1 foot East of a concrete monument for the beginning of a curve to the left having a radius of 2606.48 feet;



LEGAL DESCRIPTION

EAST TRACT

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the same tract of land described as 277.2956 acres and referred to as Tract No. 1 as conveyed by John S. Calhoun to The Munson Realty Company by deed dated January 22, 1979, recorded in Volume 1460, Page 722, Deed Records, Grayson County, Texas, also being a part of the same tract of land described as 385 acres, comprised of First Tract, described as 190 acres, and Second Tract, described as 390-1/2 acres, Save and Except 5-1/2 acres, as conveyed by Robert S. Davis et ux to The Munson Realty Company by deed dated December 29, 1960, recorded in Volume 925, Page 261, said Deed Records, and being more particularly described by metes and bounds as follows:

Beginning at a 3/4" pipe found maintaining the Northeast corner of said Tract No. 1 and an angle point in the South line of the same tract of land described as 147.48 acres conveyed by Panda Fund Development Company to Panda Sherman Power, LLC by deed dated January 26, 2012, recorded in Volume 5125, Page 388, Official Public Records, Grayson County, Texas, also being the Northwest corner of the same tract of land described as 211.212 acres conveyed by Johnson & Johnson to Sherman Economic Development Corporation by deed dated June 10, 1998, recorded in Volume 2660, Page 656, said Official Public Records;

Thence South 06°22'05" East with the East line of the Tract No. 1 and West line of the 211.212 acre tract a distance of 348.34 feet to a 3/4" pipe found at an "L" corner;

Thence South 83°30'56" West with a common line between said Tract No. 1 and 211.212 acre tract a distance of 64.55 feet to a 3/4" pipe found at an "L" corner;

Thence South 16°13'26" East a distance of 3278.18 feet to a 1/2" steel rod set for the Southeast corner of said Tract No. 1 in the North right-of-way line of F. M. Highway No. 1417, also being the North line of the same tract of land described as 10.485 acres awarded to the State of Texas (for Highway 1417 right-of-way) by Judgement dated April 28, 1961, recorded in Volume 932, Page 370, said Deed Records;

Thence South 73°57'13" West with said North right-of-way line and North line of the 10.485 acre tract a distance of 2212.63 feet to a 1/2" steel rod set marking an angle point;

Thence South 77°34'32" West continuing with said with said North right-of-way line and North line of the 10.485 acre tract a distance of 661.49 feet to a point at the base of a concrete monument for the beginning of a curve to the right having a radius of 2476.48 feet;

Thence in a Northwesterly direction continuing with said North right-of-way line and North line of the 10.485 acre tract along said curve, (chord bears North 82°13'53" West, 1250.58 feet), an arc distance of 1264.26 feet to a 1/2" steel rod set marking the end of said curve and an angle point;

Thence North 48°42'38" West continuing with said North right-of-way line and North line of the 10.485 acre tract a distance of 170.69 feet to a concrete monument at an angle point;

Thence North 63°12'20" West, passing a point in the middle of a public road locally known as Moore Street at the Northwest corner of the said 10.485 acre tract and the Southeast corner of the same tract of land described as 9.406 acres previously severed from said 385 acre tract as conveyed by The Munson Realty Company to the State of Texas (for Highway 1417 right-of-way) by deed dated January 31, 1961, recorded in Volume 927, Page 255, said Deed Records, and continuing for a total distance of 49.55 feet to an angle point at the base of a concrete monument;

Thence North 85°13'18" West continuing now with the Northeasterly right-of-way line of

(West Tract cont'd.)

Thence South 52°06'46" West with a fence a distance of 961.41 feet to a wooden corner post maintaining the Northwest corner of the said 34.93 acre tract;

Thence South 16°06'21" East with a fence, exiting said fence at 977.3 feet at a fence post on the North side of said Old Dorchester Road and continuing for a total distance of 995.27 feet to a spike nail set marking the Southwest corner of the said 34.93 acre tract in the said center of Old Dorchester Road in or near the South line of the said Elizabeth Jones Survey and North line of both the William Martin Survey, Abstract No. 765 and the same tract of land described as 54.785 acres conveyed by Western Investments to 6401 Skillman I, Ltd. by deed dated February 16, 2006, recorded in Volume 4008, Page 808, said Official Public Records;

Thence South 73°54'10" West with said center of road a distance of 360.31 feet to a spike nail set marking the Northwest corner of the said 54.785 acre tract and the Northeast corner of the same tract of land described as 47.243 acres and referred to as Tract Two as conveyed by Jane Mangrum to Trinidad Ranch, L.L.C. by deed dated December 16, 2016, recorded in Volume 5923, Page 765, said Official Public Records;

Thence South 73°25'25" West continuing with said center of road, passing the Easterly Northwest corner of said Tract Two and the Northeast corner of the same tract of land described as 7.50 acres and referred to as Tract One in said Volume 5923, Page 765 and continuing for a total distance of 450.89 feet to a spike nail set at an angle point;

Thence South 83°00'03" West continuing with said center of road, passing the Northwest corner of said Tract One and the Westerly Northeast corner of said Tract Two and continuing for a total distance of 918.79 feet to a spike nail found maintaining the Westerly Northwest corner of said Tract Two and the most Easterly Northeast corner of the said 175.04 acre tract;

Thence South 83°18'36" West continuing with said center of road and extending at its turn Southwesterly for a distance of 771.37 feet to a 1/2" steel rod set marking an angle point in a North line of the said 175.04 acre tract;

Thence South 55°26'36" West continuing with said center of road a distance of 98.80 feet to the Point-of-Beginning and containing 238.744 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.



James R. Maret
James R. Maret
Registered Professional
Land Surveyor No. 5433
10-31-2018

(East Tract cont'd.)

Thence North 26°33'47" West continuing with said Northeasterly right-of-way line and Northeasterly line of the 9.406 acre tract a distance of 1393.79 feet to an angle point lying 1 foot Southwest of a concrete monument;

Thence North 07°00'45" West continuing with said Northeasterly right-of-way line and Northeasterly line of the 9.406 acre tract a distance of 123.47 feet to a 1/2" steel rod set for the Southwest corner of the same tract of land described as 2.3644 acres conveyed by The Munson Realty Company to the City Of Sherman, Texas by Right-of-Way Deed Of Dedication dated January 16, 2017, recorded in Volume 5940, Page 279, said Official Public Records;

Thence North 74°17'09" East with the South line of the said 2.3644 acre tract a distance of 2193.26 feet to the beginning of a curve to the left having a radius of 1092.99 feet;

Thence in a Northeasterly direction with said curve, (chord bears North 66°13'24" East, 306.59 feet), an arc distance of 307.60 feet to a spike nail found maintaining the Northeast corner of the said 2.3644 acre tract in the center of a public road locally known as O. B. Groner Road, also being the North line of the said 385 acre tract and South line of the same tract of land described as 98.362 acres conveyed by Walter H. DeRonde and Mary T. DeRonde to Sherman Independent School District by deed dated May 12, 2017, recorded in Volume 5998, Page 299, said Official Pubic Records;

Thence North 74°17'09" East with said center of road a distance of 390.46 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 385 acre tract and Southeast corner of the said 98.362 acre tract in the West line of said Tract No. 1 and intersection of said center of O. B. Groner Road and center of Moore Street;

Thence North 25°02'17" East with said center of Moore Street a distance of 91.73 feet to a 1/2" steel rod found maintaining the Northwest corner of said Tract No. 1 and the Southwest corner of the said 147.48 acre tract (Panda);

Thence North 74°11'21" East, exiting said road and continuing with the general course of a fence along the North line of said Tract No. 1 and South line of the 147.48 acre tract a distance of 2321.33 feet to the Point-of-Beginning and containing 378.69 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.




James R. Maret
Registered Professional
Land Surveyor No. 5433
10-31-2018

Amended Village Planned Development Final Submittal

October 8, 2021

THE MUNSON REALTY COMPANY

305 Woodward Street
Denison, TX 75020

Planning and Urban Design

JR Urban Advisors
211 North Ervay Street
Suite 600
Dallas, TX 75201

Civil Engineer

Jones I Carter
2805 Dallas Parkway, Suite 600
Plano, Texas 75093

Preface

The Village Planned Development Amendment maintains all the original Village Development vision, intentions and standard as approved by Sherman City Council in October 2019. This Amendment revises the East Zone from Employment to Employment and Residential. The incorporation of residential is based on updated market information which recommends residential in proximity to the Sherman High School.

Table of Contents

I. Introduction 5

II. Components of Development Plan 7

III. Land Uses 12

IV. Site Development Standards 13

V. Building and Lot Standards 23

VI. Architectural Standards..... 33

VII. Lighting, Parking and Signage Standards 46

VIII. Landscaping Standards 49

IX. Parks, Recreation and Open Space Standards..... 52

X. Appendix 54

I. INTRODUCTION

A. Plan Overview

The Village Planned Development is a revision to, and update of the Village Planned Development adopted by Sherman City Council in October 2019. This planned development document makes minor changes in land uses to two of the zones in The Village Planned Development. This document also addresses urban design standards.

The Village Planned Development is a mixed-use community encompassing approximately 624 acres located in Sherman, Texas. The Planned Development offers a mix of commercial and residential opportunities complimented by almost twenty percent of the land area set aside as parks, open space or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of employment, residential, commercial, recreational uses in proximity to one another.

The Planned Development is intended to facilitate the planning, design, and development of integrated land uses for this property. The Planned Development demonstrates enhanced and contextual design standards, presents a well-organized and cohesive land plan, and contains clear and concise development regulations. The Planned Development is to provide a coordinated and comprehensive document for the rezoning and urban design of the new community. The Planned Development establishes specific, unique planning and design objectives by integrating land uses, intensities, relationships, parking, open space preservation, and village lifestyle character. The Planned Development establishes a set of principles and uses implementation guides as a means of creating a unified and predictable pattern of development and design character that is intended to be both flexible yet consistent in its application over the life of the project.

Land uses, design and development standards and guidelines are specific to this Planned Development and not associated with other standards of the City of Sherman Zoning Ordinance. This document and the rezoning of the property is intended to guide the City and developer on public infrastructure, public and private land uses, which may also be associated with separate developer agreements.

B. Development Objectives

The Planned Development addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- Ensuring buildings relate appropriately to surrounding developments and streets to create cohesive visual identity and attractive street scenes.
- Offering a variety of housing types responsive to current and future residents' desire for a mix of product types based on their demographic and income needs.

The Village Planned Development

- Siting land uses, streets, and pedestrian circulation in a cohesive complementary layout supportive of the mix of uses and oriented towards the pedestrian realm to enhance and activate streetscapes.
- Applying residential and non-residential architectural façade elements and finishes.
- Ensuring creation of high-quality street and sidewalk environments that are supportive of pedestrian mobility and appropriate to roadway context.
- Creating an enhanced pedestrian realm by the inclusion of wide sidewalks, vegetative avenues and a trail system interconnecting the respective development areas of the village; and,
- Preserving the natural resources of the site to the greatest extent practicable recognizing the value of the floodplain and stream channels as amenities to the development.

C. Purpose

The purposes of these guidelines and regulations are as follows:

- To reduce the potentially negative aesthetic, economic, traffic-related, and other impacts of retail structures and sites upon the community by breaking up the apparent mass and scale of building walls and parking areas.
- To ensure that retail development is compatible with its surroundings and reinforces The City of Sherman's and the Planned Development's character, historical heritage and tradition, and unique sense of place.
- To encourage a mixture of uses and sizes of structures and promote an integrated, village-like approach toward site development, building design, and the landscape.
- To encourage the development of a safe and comfortable pedestrian-scale environment that achieves variety, visual interest, and creative design to foster community pride and protect property values and the interests of citizens.

II. COMPONENTS OF THE DEVELOPMENT PLAN

The Development Plan is organized as follows:

- **The Conceptual Master Plan**, which graphically depicts the development framework and intent.
- **Planned Development Framework**, which details how the planned development is structurally organized in a hierarchy of development zones and districts.
- **Land Use, Site and Architectural Requirements**, which provide a functional distribution of land use types, density and design characteristics for each district envisioned in this Planned Development. Sections within this document provide detail and context for site and building design, which are intended at a guide at this stage, to be refined further at Detailed Site Plan.

A. Conceptual Master Plan

The provisions of this document are presented through a Conceptual Master Plan with accompanying Development Plan standards and design guidelines. The Conceptual Master Plan includes a depiction of general area zones, development districts, and general circulation patterns. The allocation of specific land uses, buildings, and the proposed road network will be identified as specific development plans come forward at the detailed site plan stage. The underlying site plan depicted as part of the Conceptual Master Plan is presented as illustrative only and not intended to be final. (See Appendix - Figure 1 – Conceptual Master Plan).

The Conceptual Master Plan is an overall guide to the development of the community. The Conceptual Master Plan illustrates a balanced community that incorporates residential, civic, commercial, and employment uses in a walkable community. The Conceptual Master Plan incorporates existing site and proposed built environments that integrate the community both internally and within the region. The Conceptual Master Plan reflects the importance of incorporating the adjacencies of the high school, watersheds, FM 1417, and the expanding employment zone.

B. Planned Development Framework

The Conceptual Master Plan utilizes a framework that includes Development Zones, Districts, District Character and Standards to provide an organizational framework for the Village Planned Development. The framework separates the property into four major general-area zones that are further described as a set of districts and sub-districts where appropriate.

The Zone and District hierarchy establish a sense of scale and relationship of compatible uses that establish a sense of place for the residents and users of the development. Each District responds to its location within the zone, its mix of uses and their purpose, and the establishment of distinct spaces and places that guide users through a large-scale development. Each district

will establish a district character by a set of design guidelines and development standards appropriate for the districts land use and character type. The four zones and their respective districts are connected by an integrated Transportation plan which connects all four zones (See Appendix Figure 2-Transportation Plan) and an Open Space Plan (See Appendix Figure 3 – Open Space Plan) that supports pedestrian connectivity.

C. Development Zones

The Conceptual Masterplan contains the following four zones (See Appendix - Figure 1):

1. Village Center Zone –

The **Village Center Zone** is the heart of the Planned Development, designed to act as the center of the community and a supporting center for the high school and its future facilities. The Village Center Zone is approximately 126 acres. The Village Center is designed as a pedestrian friendly mixed- use environment that promotes a human-scaled village experience for residents and the larger community. The Village Center must have a relatively dense, urban character that emphasizes mixed-use development, residences within walking distance of shops, residential, employment, and public uses, and contains accessible public places.

The Village Center Zone is composed of four primary districts that guide its use and urban form:

- Highway Commercial,
- Transition,
- Residential,
- Main Street.

The intent of the Village Center is to provide a village core to serve the community and provide an identity for all future development. The Village Center seeks to balance commercial and residential land uses in a manner that relates to the future use of FM 1417 as a regional transportation connector and the High School as a community wide resource. The Village Center Zone is projected to include approximately 680,000 SF of commercial and civic space, in addition to 2,300 residential units.

2. East Village Zone –

The **East Village Zone** is approximately 174 acres and is comprised of a residential district and two **employment districts**. The **East Village Residential District** comprises approximately 125

acres. The residential land use is intended to be village centric with a mix of street and alleys. The residential use is organized around a community space and connected internally by greenways and paseos. The community center is connected externally to the **Greenbelt Zone** through the same greenways and paseos. The East Village Residential District will contain a mix of single-family detached and attached homes and multi-family to achieve a diversity of house types and affordability. Multi-family will serve as a buffer to the employment land use east of the property. The residential areas will include pedestrian and bicycle linkages to the Village Center and Greenbelt. The **East Village Employment Districts** comprise approximately 49 acres along the north and west of FM 1417 and Moore Street intersection and the south side of Travis Street. The Employment District includes office, retail and general commercial uses.

3. West Residential Zone

The **West Residential Zone** will be primarily residential in use with a mix of residential options that range from large lot to mixed use residential in a **Residential District** and **Mixed-Use District**. The Residential District should contain a mix of single-family detached units to achieve a diversity of house types and affordability. The Residential areas will include pedestrian and bicycle linkages to the Village Center and Greenbelt. The 154-acre Residential Zone's mixed-use commercial and single-family areas are projected to yield approximately 326 residential units and 515,000 SF of commercial space at build-out.

4. The Greenbelt Zone

The Greenbelt Zone is a major feature of the Planned Development's Open Space Plan. The Greenbelt is centrally located and separates the Village Center from the Employment Zone. The Greenbelt is approximately 73 acres and contains a mix of woodlands, rolling hills and floodplain. The Greenbelt will contain a portion of the storm water drainage system for the property and Independent School District properties. The Greenbelt will be a regional park resource that also contains public facilities that serve the civic and recreational needs of the larger Sherman community. The Greenbelt will be accessible through a system of pedestrian and bike corridors that serve the Planned Development's other three zones and the High School.

D. Districts

The Village Center Zone contains the following districts (Appendix - Figure 4):.

1. Highway Commercial District

The southern half of the Village Center will be primarily highway serving commercial. The Highway Commercial District can accommodate regional retail, office and hospitality as is intended to serve regional needs of the expanding employment and residential demands in

the southwestern part of the City. The Highway Commercial Center should act as an entry to the more pedestrian friendly **Village Center**.

2. Main Street District

The **Main Street District** is composed of a mix of retail, office, civic, and residential uses. The uses are organized to create a main street environment in which the main streets have both retail and a limited amount of residential either above a portion of the retail or in townhouses at the end of the retail functions. The northern one-half of the Village Center may be anchored by a community oriented Civic use. The core of the Main Street District is horizontal and potentially vertical mixed use. Main Street level is composed of retail except for a potential civic land use at its northernmost end. Second and third floors of the Main Street retail may be office and residential.

3. Transition District

The Village Center also contains a **Transition District** that has characteristics of both village and highway commercial. The transitional retail area connects the vehicular oriented Highway Commercial District to the Main Street District in a manner that transitions vehicular speeds and introduces pedestrian friendly public realm elements.

4. Residential District

The perimeter of the Village Center Main Street District is supported by the **Residential District**, a mix of higher intensity multi-family housing to support the retail functions. Multi-family in the Residential District is a combination of three and four-story buildings served by dedicated surface and/or structured parking as the market for residential matures. Single Family attached (townhomes) along Munson Avenue can be two or three-story, owner occupied, or rental. Townhouses have rear-loaded enclosed parking. **The Residential District** provides residential options with an urban sensibility, which offers a variety of workforce market housing and support the retail and commercial uses in neighboring Zones and Districts.

The East Village Zone contains the following districts (See Appendix - Figure 5):

5. Residential District

The District consists of mixed residential housing served by a community center. The District has mixed attached residential on the east boundary to provide a buffer between the residential district and future employment on the SEDCO property. The Zone also has one employment district along each of FM1417 and Travis Street. The East Village Zone and its three Districts is separated from the Village Center by the Greenbelt. Visual and physical

access to the Greenbelt by the **East Village Residential District** is a critical aspect of creating a sense of community and proving direct linkage between the two Zones.

6. Employment Districts

The **Employment Districts** are intended to provide horizontal and vertical mixed use along FM1417 and Travis Street. The Employment District consists of employment, medical and healthcare, entertainment and commerce.

West Residential Zone contains the following districts (See Appendix - Figure6):

7. Residential District

The Residential District consists of mixed residential housing served by a community center.

8. Mixed Use District

The Mixed-Use District consists of mixed vertical and horizontal commercial and multi-family residential. The Mixed Used District buffers the Residential District from FM 1417.

Greenbelt Zone (See Appendix - Figure 7):

The Greenbelt is intended to be a City Park that is used for recreational and regional drainage use only. It may contain active and passage recreational uses only.

III. LAND USE

Land uses in the Village Planned Development are described in the following table as permitted, conditionally permitted, or not allowed by district and development zone, as depicted. P = Permitted and S=Special Use Permit

Table 1 Land Uses

Use	Village Center				East Village			West Residential		Greenbelt
	Highway Commercial	Main Street	Transition	Residential	Residential	Multi-Family	Employment	Residential	Mixed Use	
Residential										
Assisted Living				P	P	P		P		
Dwelling, Multi-Family				P	P	P		P	P	
Dwelling, Townhouses				P	P	P		P		
Dwelling, Single Family				P	P			P		
Commercial										
Retail	P	P	P	P			P		P	
Restaurant	P	P	P	P			P		P	
Restaurant/Drive Thru	P						P		P	
Lodging/Hotel	S	S	S				S		S	
Lodging/ Bed & Breakfast	P	P					P		P	
Microbrewery	P	P	P				P		P	
Gas/Convenience	P						P			
Health Club/Studio	P	P	P	P	P		P		P	
Day Care	P		P				P		P	
Food Service/Restaurant	P	P	P	P			P		P	
Mini-Warehouse							P			
Indoor Storage							S			
Gallery	P	P	P							
Animal Hospital/Veterinary Clinic	P		P				P		P	
Religious/Congregation	P						P		P	
Entertainment	P	P	P				P		P	
Alcoholic Beverage Sales	P		P				P		P	
Employment										
Broadcast Facilities	P		P				P		P	
Co-Work Office	P	P	P				P		P	
Corporate Office							P			
Multi Tenant Office	P	P	P				P		P	
Medical	P		P				P		P	
Research and Development							P			
Assemblage and Manufacturing							P			
Civic										
Community Center		P								
Recreation Center		P								
Library		P								
Park Facilities										P
Conference Center		P								

Prohibited Uses

- Sexually Oriented Businesses
- Gas Wells
- Explosives and Arms Sales
- Tattoo Parlors
- Payday/ Title Loans
- Mini Water Treatment Plants
- Mini Wastewater Treatment Plants

IV. SITE DEVELOPMENT STANDARDS

The site development standards section established the standards for public realm improvements, street types, widths, amenities, and public spaces.

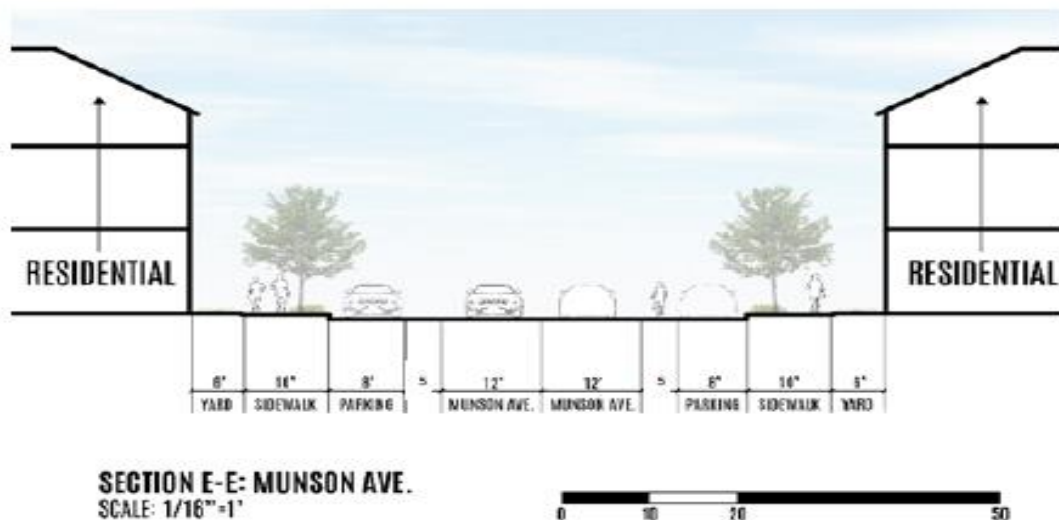
A. Main Street and Transition Districts (Village Center Zone)

1. Street Typologies

The Main Street District will consist of two Street Typologies—Munson Avenue and Main Street. Each street typology will have different characteristics and dimensional requirements.

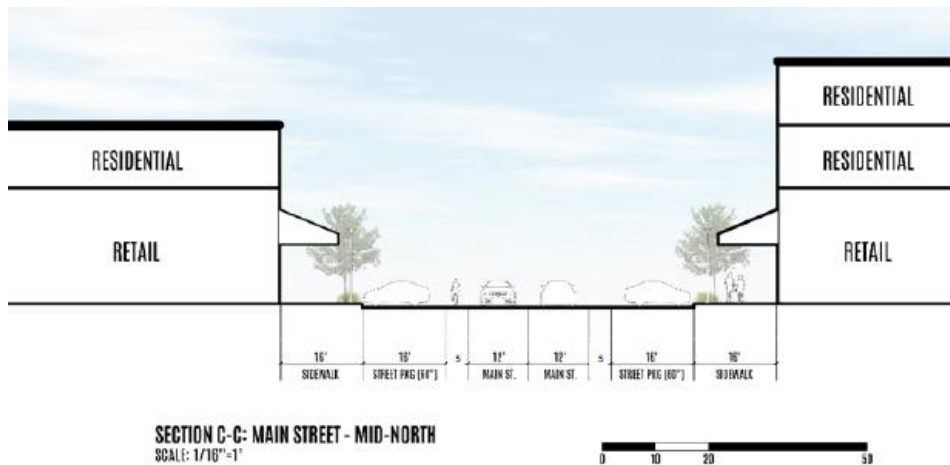
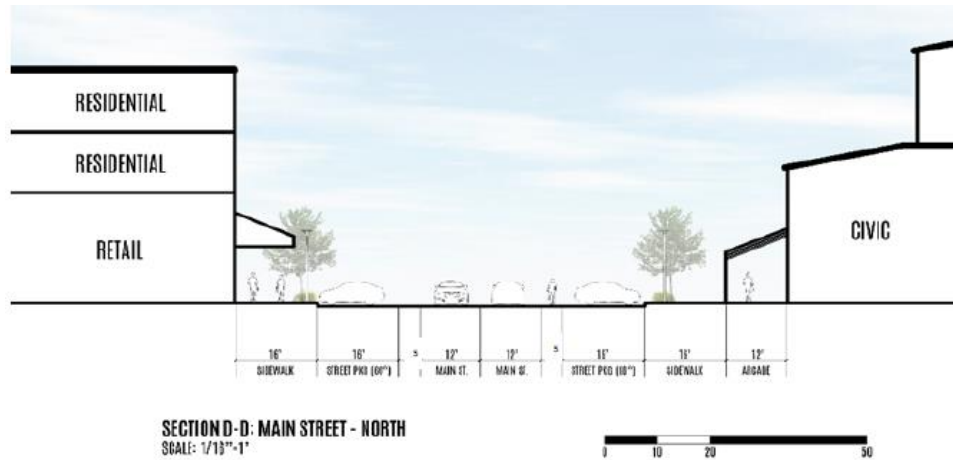
a. Munson Avenue

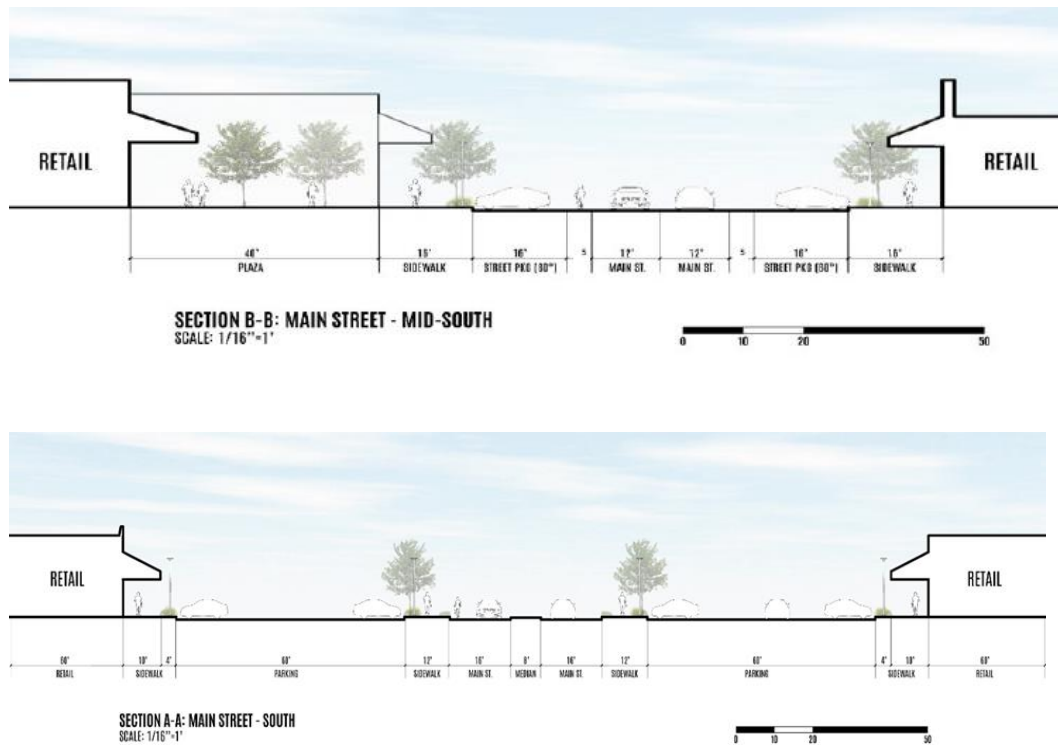
The northernmost portion of the proposed Munson Avenue is flanked by the Residential District on either side. The right of way on this portion of Munson Avenue is 68 feet wide. It consists of a two-way paved road with two 12-foot lanes, two 5-foot bike lanes, and two 8-foot lanes for parallel parking along the street. The sidewalk on each side shall be 10 feet wide, with the innermost feet reserved for landscaping. The portion of Munson Avenue near the intersection with Main Street is flanked by retail uses on either side. In this portion, there shall be no lane for street parking, and this 8' area will become additional sidewalk. West of the intersection with Main Street, the road is again flanked with Residential District on either side of Munson Avenue. This portion will again have two 8-foot lanes for parallel parking along the street.



b. Mainstreet

The public right of way on the proposed Main Street has four different conditions. The section of Main Street between Travis and Munson Avenue will be a 96-foot right of way. This section of Main Street consists of a two-way paved road with two 12-foot drive lanes, two 5-foot bike lanes, and angled parking at 16 feet wide on each side. The sidewalk on each side shall be 16 feet wide, with the innermost 4 feet reserved for landscaping. The section of Main Street between Munson Avenue and the Transition District will be an 88-foot wide right of way. It shall consist of a two-way paved road with two 12-foot drive lanes and two 5-foot bike lanes. The sidewalk shall be a minimum of 10 feet and a landscape buffer of 18 feet. The landscape buffer will include amenities for pedestrians such as seating and enhanced paving.





a. Public Spaces

There are five different types of public spaces in the Main Street District—parks, paseos, sidewalks, and the plaza.

i. Parks

Parks shall be primarily green spaces located along enhanced streets and/or pedestrian/bike corridors. Parks may include features such as shade structures, fountains, water features, tables, benches, and decorative pavers. All parks must be ADA compliant. Parks shall be a maximum of 50% hard space and have a minimum of 40% tree canopy coverage at maturity.

ii. Paseos

In the Residential or Office Over Retail typology, there will be three paseos allowing pedestrian and vehicular access from the parking lot behind the buildings on one side of Main Street to the parking lot behind the buildings on the other side of Main Street. Each paseo shall have a width of 24 feet but no greater than 30% of the combined building height of the buildings on either side. Some paseos may be meant for vehicular access (including a drive with 5-foot minimum sidewalks), while at least one paseo shall be pedestrian only. Paseos shall be lined with native trees and landscaping on either side.

iii. Sidewalks

Within the Main Street District, sidewalks range from 6 feet to 10 feet wide, as described in the Street Typologies section above. All sidewalks will be bordered by either the front edge of a retail shop and landscape buffer, or two landscape buffers. The plan provides enhanced pedestrian crossings at intersections by minimizing curb to curb dimensions, ADA compliant ramps and curbing, and enhanced landscaping and lighting.

iv. Plazas

An area of at least 15,000 square feet at one corner of the intersection of Main Street and Munson Avenue shall be left as open space for a public plaza. This plaza may include features such as shade structures, fountains, water features, tables, benches, and decorative pavers. Portions of the plaza may be sloped no more than 1:20; they may, however, be raised or lowered with stairs and accessible ramps. The plaza shall be a minimum of 75% hard space and have a minimum of 25% tree canopy coverage at maturity.

V. Building Front and Side-yards (front and side yard space is only applicable in the village center residential district)

Areas in the front and side-yards of any residential in the Village Center shall be considered public space for management and maintenance purposes only. Front and side yards are for private use only. The front and side yards will be maintained through a third-party property management provider.

B. Highway Commercial District (Village Center Zone)

a. Street Typologies

The Highway Commercial District will consist of one Main Street typology. The section of Main Street in the Highway Commercial District shall be a 100-foot right of way. The cross-section of Main Street at FM1417 will be based on a traffic study to determine the required number of ingress and egress lanes and transition from the intersection of FM 1417 to the interior of the District.

b. Public Spaces

There are two different types of public spaces in the Highway Commercial District—walkways and paseos.

i. Walkways in Parking Lots

Walkways that cross parking bays shall be located in landscaped medians or corridors that include trees and groundcovers. Landscape islands in parking lots shall be located a maximum of 200 lineal feet apart. Mid-block walkways shall be 12 feet in width with a 4-foot centered

walk and two 4-foot landscaped areas. Each landscape area shall have a minimum of one mid-sized tree and plus ground cover. Parking bays shall be separated from drive lanes by a minimum 4-foot wide median. Each end of median shall contain two native trees and ground covers over 100% of the median. Native trees and ground covers must allow clear lines of sight. Where the required walkways cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low-maintenance surface materials such as concrete or brick pavers; or scored, colored concrete.

ii. Paseos

The Highway Commercial District will have paseos that connects the Transition District to FM 1417. The number of paseos will depend upon the location and size of retail in the Highway Commercial Districts. Paseos will occur at the end of each multi-tenant retail and along each side of major entrances off FM 1417.

C. Residential District (Village Center Zone)

a. Street Typologies

The Residential District will consist of one Main Street typology. The section of Main Street in the Residential District shall be a 68 -foot right of way. The cross-section of Main Street at FM1417 will be based on a traffic study to determine the required number of ingress and egress lanes and transition from the intersection of FM 1417 to the interior of the District.

b. Public Spaces

Public spaces within the Residential District are limited to the frontage of buildings and central walkways from FM 1417 to building frontage and parks for multi-family groupings.

i. Frontage of Buildings

The frontage of buildings within the Residential District shall be considered open space. The space between buildings and parking or drive lanes shall be a minimum of 16 lineal feet and contain a minimum 4-foot landscape buffer between back of curb and sidewalk.

ii. Parks

Each grouping of four multi-family residential or multi-family with retail combination shall have a minimum of one park. The park shall be a minimum of 15% the ground floor of each four-building grouping. Parks may include features such as shade structures, fountains, water features, tables, benches, and decorative pavers. All parks must be ADA compliant. Parks shall be a maximum of 50% hard space and have a minimum of 40% tree canopy coverage at maturity. The Residential District will have a minimum of one dog park of a

minimum of 1,000 square feet in addition to the park space requirements as described above.

iii. Walkways in Parking Lots

Walkways that cross parking bays shall be located in landscaped medians or corridors that include trees and groundcovers. Landscape islands in parking lots shall be located a maximum of 200 lineal feet apart. Mid-block walkways shall be 12 feet in width with a 4-foot centered walk and two 4-foot landscaped areas. Each landscape area shall have a minimum of one mid-sized tree and plus ground cover. Parking bays shall be separated from drive lanes by a minimum 4-foot wide median. Each median shall contain two native trees and ground covers over 100% of the median. Native trees and ground covers must allow clear lines of sight. Where the required walkways cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low-maintenance surface materials such as concrete or brick pavers; or scored, colored concrete.

D. Residential District (East Village Zone)

a. Street Typologies

The East Village Residential District will consist of three street typologies and one alley typology. Entry roads from Moore Street into the East Village Zone will be a 62 foot right of way and contain two 12-foot drive lanes, two 5-foot bike lanes, one central 8-foot landscaped median, two 6-foot sidewalks and two 5-foot landscape buffers between the sidewalk and back of curb. The East Village Zone will be served by one collector road that connects FM 1417 and Travis Street through the East Village Zone. The collector street will also connect Moore Street to the north /south collector on the east side of the zone (Appendix - Figure 7). Collector roads will be a 54 foot right of way and contain two 12-foot drive lanes, two 5-foot bike lanes, two 6-foot sidewalks and 4-foot landscape buffers between the sidewalk and back of curb. Alleys that serve rear loaded lots will be a minimum of 12 feet and a maximum of 16 feet wide.

b. Public Spaces

There are three types of public spaces in the East Residential District - Community Center, Sidewalk and Boulevards, Paseos.

i. Community Center

The Residential District in the shall have one community center for the use of the residents of the Residential District.

ii. Sidewalks

Within the Residential District, sidewalks are a main aspect of community open space. They serve both connectivity and provide additional landscape opportunities when combined with street and front yards elements. Sidewalks are a minimum 6 feet in width and should be separated from the street by a 4-foot minimum landscape buffer to support the healthy growth of street trees

iii. Paseos

Paseos or greenways In the Residential District, provide connectivity between residential and adjoining open space. Paseos should be designed in the final detailed site plan to provide visual transition between the two uses by varying the width of the corridor, curvature of the alignment and variation in landscape materials to establish points of entries. Paseos provide an ideal way of transitioning from open space natural landscape and more ornamental landscape of residential.

E. Employment Districts (East Village Zone)

a. Street Typologies

The East Village Residential District will consist of three street typologies and one alley typology. Entry roads from Moore Street into the East Village Zone will be a 62 foot right of way and contain two 12-foot drive lanes, two 5-foot bike lanes, one central 8-foot landscaped median, two 6-foot sidewalks and two 5-foot landscape buffers between the sidewalk and back of curb. The East Village Zone will be served by one collector road that connects FM 1417 and Travis Street through the East Village Zone. The collector street will also connect Moore Street to the north /south collector on the east side of the zone (Appendix - Figure 7). Collector roads will be a 54 foot right of way and contain two 12-foot drive lanes, two 5-foot bike lanes, two 6-foot sidewalks and 4-foot landscape buffers between the sidewalk and back of curb. Alleys that serve rear loaded lots will be a minimum of 12 feet and a maximum of 16 feet wide.

b. Public Spaces

There are three types of public spaces in the East Residential District - Community Center, Sidewalk and Boulevards, Paseos.

i. Community Center

The Residential District in the shall have one community center for the use of the residents of the Residential District.

ii. Sidewalks

Within the Residential District, sidewalks are a main aspect of community open space. They serve both connectivity and provide additional landscape opportunities when combined with street and front yards elements. Sidewalks are a minimum 6 feet in width and should be separated from the street by a 4-foot minimum landscape buffer to support the healthy growth of street trees.

iii. Paseos

Paseos or greenways In the Residential District, provide connectivity between residential and adjoining open space. Paseos should be designed in the final detailed site plan to provide visual transition between the two uses by varying the width of the corridor, curvature of the alignment and variation in landscape materials to establish points of entries. Paseos provide an ideal way of transitioning from open space natural landscape and more ornamental landscape of residential.

F. Residential District (West Residential Zone)

a. Street Typologies

The West Residential District will consist of two street typologies and one alley typology. Entry road into the district will be a 62 foot right of way and contain two 12-foot drive lanes, two 5-foot bike lanes, one central 8-foot landscaped median, two 6-foot sidewalks and two 5-foot landscape buffers between the sidewalk and back of curb. Circulator roads that provide frontage to buildings will be a 54 foot right of way and contain two 12-foot drive lanes, two 5-foot bike lanes, two 6-foot sidewalks and 4-foot landscape buffers between the sidewalk and back of curb. Alleys that serve rear loaded lots will be a minimum of 12 feet and a maximum of 16 feet wide.

b. Public Spaces

There are four types of public spaces in the West Residential District - Ravine Park, Community Center, Sidewalk and Boulevards, Paseos.

i. Ravine Park

The West Residential District contains a natural drainage area and partial floodplain that will

be incorporated into a community green space. Location, size, and orientation of the park will be completed in the detail site plan.

ii. Community Center

The Residential District in the shall have one community center for the use of the residents of the Residential District.

iii. Sidewalks

Within the Residential District, sidewalks are a main aspect of community open space. They serve both connectivity and provide additional landscape opportunities when combined with street and front yards elements. Sidewalks are a minimum 6 feet in width and should be separated from the street by a 4-foot minimum landscape buffer to support the healthy growth of street trees

iv. Paseos

Paseos or greenways In the Residential District, provide connectivity between residential and adjoining open space. Paseos should be designed in the final detailed site plan to provide visual transition between the two uses by varying the width of the corridor, curvature of the alignment and variation in landscape materials to establish points of entries. Paseos provide an ideal way of transitioning from open space natural landscape and more ornamental landscape of residential.

G. Mixed-Use District (West Residential Zone)

a. Street Typologies

The Mixed-Use District will consist of two street typologies. Sections of entry streets from FM1417 to the interior of the district will be 100 feet wide. Interior streets will be a minimum of 86 feet to allow for on street parking.

b. Public Spaces

i. Walkways in Parking Lots

Walkways that cross parking bays shall be located in landscaped medians or corridors that include trees and groundcovers. Landscape islands in parking lots shall be located a maximum of 200 lineal feet apart. Mid-block walkways shall be 12 feet in width with a 4-foot centered walk and two 4-foot landscaped areas. Each landscape area shall have a minimum of one mid-sized tree and plus ground cover. Parking bays shall be separated from drive lanes by a minimum 4-foot wide median. Each end nay median

The Village Planned Development

shall contain two native trees and ground covers over 100% of the median. Native trees and ground covers must allow clear lines of sight. Where the required walkways

cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low-maintenance surface materials such as concrete or brick pavers; or scored, colored concrete.

ii. Paseos

The Mixed-Use District t will have paseos that connects the Residential District to FM 1417. The number of paseos will depend upon the location and size of retail in the Mixed-Use District. Paseos will occur at the end of each multi-tenant retail and along each side of major entrances off FM 1417.

V. BUILDING and LOT STANDARDS

The use and building envelope standards section establishes basic parameters for all land uses, building siting, lot widths, height, stories, and overall densities. Building Typologies for uses permitted or permitted with conditions that are not specified in the following sections shall be proposed to the City in a manner that satisfies the intent of this Planned Development in the defined character of the district in which it is proposed.

A. VILLAGE CENTER ZONE LOT and BUILDING TYPOLOGIES

1. Main Street District

The Main Street District will consist of four building typologies—Multi-family, Residential or office over retail, Retail, and Civic. Each typology will have different building height and coverage limitations and design guidelines. Drive-throughs are not allowed in the Main Street District. (Table 1)

a. Multi-Family

All multi-family buildings within the Main Street District will be a minimum of three (3) stories and a maximum of five (5) stories. A minimum of 30% of the gross floor area on the ground floor shall be retail. A three-story building shall utilize adjacent surface parking. A four- or five-story building will require structured parking for 100% of the building's required parking count.

b. Residential or Office Over Retail

All buildings in the Main Street District will provide retail space on the ground floor. All Main Street District retail buildings may have either residential or office on upper floors. These buildings will be a minimum of two stories and a maximum of three stories.. The entire ground floor level shall be devoted to retail, while floors 2 and 3 may be either residential or office use. These buildings must front Main Street with a maximum building length of 200 feet. Parking is not allowed within the side setbacks.

Buildings within 100 feet of the intersection of Munson Avenue and Main Street may be either Retail or Residential or Office over Retail. Each building shall have a setback of zero feet, with a minimum footprint of 15,000 square feet. An area of at least 15,000 sf at one corner of the intersection of Main Street and Munson Avenue shall be left as open space for a public plaza.

c. Civic

The north end of Main Street may contain a potential Civic building, located to the east of the intersection of Main Street and Travis Street. The civic building should serve as a

landmark in the Village Center and be distinguished by a strong, welcoming architectural style. The front of the building shall have uses that activate Main Street and the public realm. The building may be composed of two to three joined volumes with a ground level loggia or canopy structure along the side of the building facing the sidewalk.

2. Transition District

The Transition District will consist of one building typology—Small in-line retail. The typology may have different building heights but will maintain consistent coverage limitation and design guidelines. Drive-throughs are not allowed in the Transition District.

Small In-line Retail shall consist of connected retail spaces that are a maximum of 100 feet wide and 70 feet in depth.

3. Residential District

The Residential District will consist of two building typologies—multi-family residential and single family attached (townhomes). Drive-throughs are not allowed in the Residential District.

a. Multi-Family Residential

All multi-family apartment buildings within the Residential District will be a minimum of three stories and a maximum of five stories.. A maximum of 30% of the gross floor area on the ground floor may be retail for buildings along West Travis Street and FM 1417 only. A three-story building shall utilize adjacent surface parking. A four- or five-story building will require structured parking.

b. Single Family Attached (Townhomes)

Single family attached townhomes within the Residential District will have a minimum of 2 stories and a maximum of 3 stories. The width of one residential unit shall range from 20-24 feet, and the length shall range from 35-45 feet. Each residential unit shall have two parking spaces of a minimum of 20 feet in length behind the unit. Service drive shall be 20 feet with a 4-foot minimum landscape area between garages. Each building shall consist of a minimum of 4 and a maximum of 6 units.

c. Highway Commercial District

The Highway Commercial District will consist of four building typologies—Large box retail, In-line retail, Single use retail, and Restaurants. Each typology will have different building height and coverage limitations and design guidelines.

a. Large Box Retail

Large box retail stores shall be located at the ends of in-line retail or as a single unattached use.

b. In-Line Retail

In-line Retail shall consist of connected retail spaces that are a maximum of 70 feet in depth. A minimum of five and a maximum of eight retail spaces may be connected in the in-line retail typology. The maximum length of in-line retail shall be 400 feet.

Two large box retail stores with in-line retail in between shall have a maximum length of 800 lineal feet. The total square footage shall not be greater than 300,000 square feet.

c. Single Use Retail

Single use retail shall consist of a maximum of 45,000 square feet. Maximum height for single use retail shall not exceed 30 feet without a variance.

d. Restaurants

Family Style restaurants shall be full service. Drive-throughs are not allowed on family style restaurants. Fast food restaurants shall be a minimum of 1,600 square feet and a maximum of 2,400 square feet. Fast food restaurants are allowed drive-throughs. All fast-food restaurants are required to have a variance.

e. Hospitality

Hospitality shall be full service or limited service provided that the limited service offers internal food and beverage functions.

B. EAST VILLAGE CENTER ZONE LOT and BUILDING TYPOLOGIES

1. Residential District

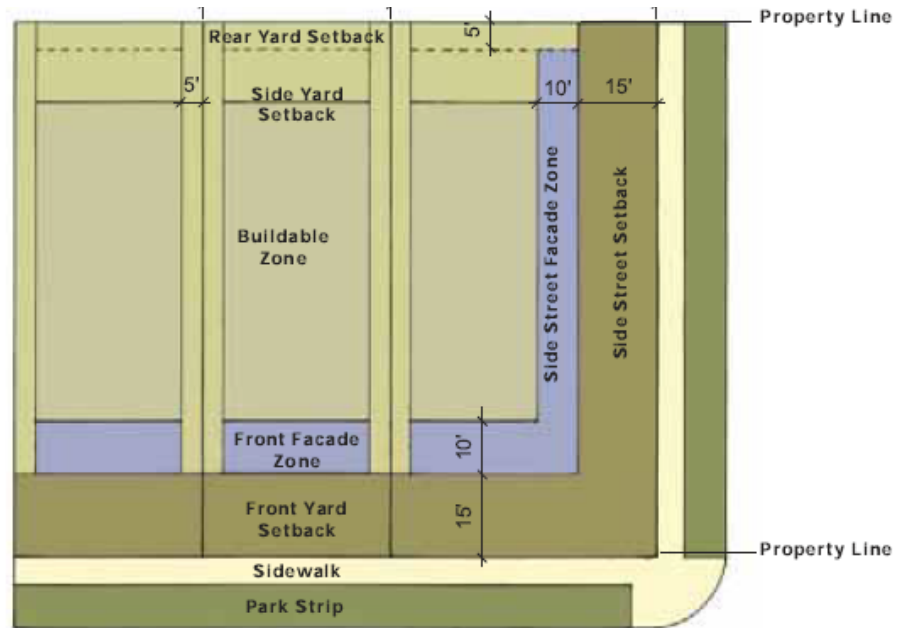
The Residential District will consist of two building typologies—multi-family residential, single family detached and single family attached.

a. Single Family Detached

Single family detached buildings within the Residential District will have a maximum of three stories. Single family detached can be on front or rear loaded lots.

- i. Each lot has a set of setback lines that define the minimum and maximum yard between the house, streets and alleys. There are also zones within the yard where the house should be placed. The Front Porches should be placed within the Front Porch Zone described in the

general conditions for the lot type. The Front Porch Zone is set back from the front property line at a distance defined by the Front Yard Setback. The Front Yard Setback is the area between the Front Yard Setback Line and the front property line.



- ii. On corner lots, a Side Street Porch Zone is established adjacent to the cross street. It is set back from the side street a specific dimension established for each lot type and is defined by the Side Street Setback. The Main body, side wings, garages and fences are placed within this zone.
- iii. The Rear Alley Setback defines the distance between the alley right of way to a built structure. The Side Yard Setback defines the minimum distance between the side property line and the built structure.
- iv. The East Village Residential District has a connected semi-grid of streets connecting all of the lots internal to the district with Moore Street and Travis Avenue. Streets do not connect the Commercial Districts unless proper entry sequence and buffer is detailed in the detailed site plan. Streets are designed to have limited parking within the street rights of way on front loaded streets.
- v. Rear loaded streets allow parking on the proposed alley system behind buildings and a limited amount of designated parking areas on the

street in front of the rear loaded lots. By providing parking in the rear of lots, buildings can sit closer to streets to create a continuous and delightful street wall. The system of streets, alley and mid-block parking helps create a pedestrian friendly environment in a traditional neighborhood form. Some additional visitor parking will be provided in proximity to the community center.

b. Single Family Attached (Townhomes)

Single family attached townhomes within the Residential District will have a minimum of 2 stories and a maximum of 3 stories. Each residential unit shall have two parking spaces of a minimum of 20 feet in length behind the unit. Service drive shall be 20 feet with a 4-foot minimum landscape area between garages. Each building shall consist of a minimum of 4 and a maximum of 6 units.

2. Multi-Family Residential District

All multi-family apartment buildings within the Residential District will be a minimum of three stories and a maximum of five stories.

The ground floor level shall have a floor-to-floor height of 18 feet. A maximum of 30% of the gross floor area on the ground floor may be retail for buildings along West Travis Street and FM 1417 only. A three-story building shall utilize adjacent surface parking. A four- or five-story building will require structured parking.

d. Employment District

The Employment District consists of The following uses:

a. Employment

- i. Corporate Office
- ii. Multi-Tenant Office
- iii. Research and Development
- iv. Assemblage and Manufacturing

b. Medical and Healthcare

- i. Hospitals and Clinics

c. Commercial

- i. In-Line Retail
- ii. Single Use Retail
- iii. Restaurants
- iv. Entertainment

C. WEST RESIDENTIAL ZONE BUILDING TYPOLOGIES

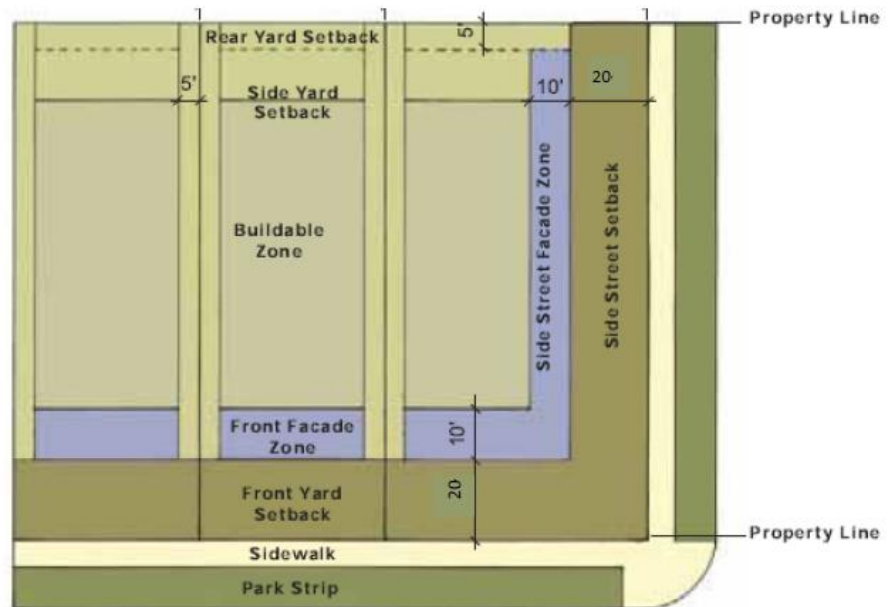
1. Residential District

The Residential District may consist of two building typologies—single family detached and single family attached.

a. Single Family Detached

Single family detached buildings within the Residential District will have a maximum of three stories. Single family detached can be on front or rear loaded lots.

- i. Each lot has a set of setback lines that define the minimum and maximum yard between the house, streets and alleys. There are also zones within the yard where the house should be placed. The Front Porches should be placed within the Front Porch Zone described in the general conditions for the lot type. The Front Porch Zone is set back from the front property line at a distance defined by the Front Yard Setback. The Front Yard Setback is the area between the Front Yard Setback Line and the front property line.



- ii. On corner lots, a Side Street Porch Zone is established adjacent to the cross street. It is set back from the side street a specific

dimension established for each lot type and is defined by the Side Street Setback. The Main body, side wings, garages and fences are placed within this zone.

- iii. The Rear Alley Setback defines the distance between the alley right of way to a built structure. The Side Yard Setback defines the minimum distance between the side property line and the built structure.
- iv. The East Village Residential District has a connected semi-grid of streets connecting all of the lots internal to the district with Moore Street and Travis Avenue. Streets do not connect the Commercial Districts unless proper entry sequence and buffer is detailed in the detailed site plan. Streets are designed to have limited parking within the street rights of way on front loaded streets.
- v. Rear loaded streets allow parking on the proposed alley system behind buildings and a limited amount of designated parking areas on the street in front of the rear loaded lots. By providing parking in the rear of lots, buildings can sit closer to streets to create a continuous and delightful street wall. The system of streets, alley and mid-block parking helps create a pedestrian friendly environment in a traditional neighborhood form. Some additional visitor parking will be provided in proximity to the community center.

2. Mixed Use District

The Mixed-Use District is intended to provide horizontal and vertical mixed use along FM1417. Mixed use may include multi-family residential and multi-family residential with retail provided that retail is on the ground floor. The District may include office provided that the office is a minimum of two floors. The District may include office over retail provided that the mixed use is a minimum of two floors. Single story retail is allowed provided that it does not exceed 15% of a site plan's total proposed building square footage.

The Mixed-Use District will consist of up to seven building typologies that support horizontal and vertical mixed uses along FM 1417. The five building typologies include:

a. Multi-Family Residential

All multi-family residential buildings within the Residential District will be a minimum of three stories and a maximum of five stories. The ground floor level shall have a floor-to-floor height of 18 feet, and levels 2-5 shall have a floor-to-floor height of 10 feet, plus a 36" parapet at the roof level. A maximum of 30% of the gross floor area on the ground floor may be retail for buildings along West Travis Street and FM 1417 only. A three-story building shall utilize adjacent surface parking. A four- or five-story building will require structured parking. Multifamily apartment buildings within the Residential District shall have a front yard setback of 10 feet and a minimum 30-foot side and rear yard setback

b. Multi-Family Residential with Ground Floor Residential

Multi-family residential buildings with retail within the Residential District will be a minimum of three stories and a maximum of five stories. The ground floor level shall have a floor-to-floor height of 18 feet, and levels 2-5 shall have a floor-to-floor height of 10 feet, plus a 36" parapet at the roof level. A maximum of 30% of the gross floor area on the ground floor may be retail for buildings along West Travis Street and FM 1417 only. A three-story building shall utilize adjacent surface parking. A four- or five-story building will require structured parking. Multifamily apartment buildings within the Residential District shall have a front yard setback of 10 feet and a minimum 30-foot side and rear yard setback

c. Multi-Tenant Office

Multi-Tenant Office shall consist of a maximum of 85 feet in depth and a maximum floorplate of 28,000 square feet with a maximum height shall be 45 feet plus a 36" parapet.

d. In-Line Retail

In-line Retail shall consist of connected retail spaces that are a maximum of 70 feet in depth. The maximum height shall be 25 feet plus a 36" parapet. A minimum of five and a maximum of eight retail spaces may be connected in the in-line retail typology. The maximum length of in-line retail shall be 400 feet. The total square footage for in-line retail shall not exceed 28,000 square feet.

e. Single Use Retail

Single use retail shall consist of a maximum of 20,000 square feet Maximum height for single use retail shall not exceed 30 feet without a special use permit.

Hospitality

Amended Village Planned Development – City of Sherman

Hospitality shall be full service or limited service provided that the limited service offers internal food and beverage functions. The building shall be a minimum of 4 floors and a maximum of 7 floors with the ground floor height of 18 feet minimum.

f. Restaurants

Family Style restaurants shall be a minimum of 7,000 square feet and a maximum of 12,000 square feet. Drive-throughs are not allowed on family style restaurants. Fast food restaurants shall be a minimum of 1,600 square feet and a maximum of 2,400 square feet. Fast food restaurants are allowed drive-throughs. All fast-food restaurants are required to have a variance.

Zone	District	Building Type	Lot Standards									Building Standards	
			Density		Coverage	Lot Size		Lot Width	Setbacks			Height	
			Minimum	Maximum	Maximum	Minimum	Maximum	Minimum	Front	Rear	Side	Maximum	Minimum
Village Center	Main Street												
		Multi-Family	30 DUA	60 DUA	60%	1.5 AC	3.5 AC	N/A	0 FT	30FT	30FT	61 FT	41 FT
		Residential over Retail	20 DUA	30 DUA	60%	N/A	N/A	N/A	0 FT	30FT	10 FT	61 FT	41 FT
		Office over Retail	.40 FAR	1.0 FAR	60%	N/A	N/A	N/A	0 FT	30FT	10 FT	61 FT	41 FT
		Retail	.20 FAR	.30 FAR	40%	N/A	N/A	N/A	0 FT	30FT	10 FT	30 FT	25 FT
		Single Family Attached	12 DUA	18 DUA	80%	2,500 SF	3,500 SF	N/A	0 FT	30FT	10 FT	25 FT	40 FT
		Civic	.50 FAR	1.0 FAR	60%	1.0 AC	7.0 AC	N/A	0 FT	30FT	10 FT	30 FT	50 FT
		Hospitality	.40 FAR	.80 FAR	60%	1.0 AC	2.0 AC	N/A	0 FT	30FT	10 FT	61 FT	41 FT
	Transition												
		Retail	.20 FAR	.30 FAR	40%	N/A	N/A	N/A	0 FT	30FT	10 FT	30 FT	21 FT
	Residential												
		Multi-Family	30 DUA	60 DUA	80%	1.5 AC	3.5 AC	N/A	0 FT	30FT	30FT	61 FT	40 FT
		Single Family Detached	10 DUA	16 DUA	60%	3,000 SF	5,000 SF	35 FT	5 FT	30FT	10 FT	25 FT	40 FT
		Single Family Attached	12 DUA	18 DUA	60%	2,500 SF	3,500 SF	24 FT	5 FT	30FT	10 FT	25 FT	40 FT
	Highway Commercial												
		Large Box Retail	.15 FAR	.30 FAR	30%	2.0 AC	12 AC	N/A	50FT	50FT	50FT	35 FT	25 FT
		In-Line Retail	.15 FAR	.30 FAR	30%	N/A	N/A	N/A	50FT	50FT	50FT	30 FT	21 FT
		Single Use Retail	.15 FAR	.30 FAR	30%	1.5 AC	2.5 AC	N/A	50FT	50FT	50FT	30 FT	21 FT
		Restaurants	.15 FAR	.30 FAR	30%	.75 AC	1.5 AC	N/A	50FT	50FT	50FT	30 FT	21 FT
		Hospitality	.40 FAR	1.0 FAR	50%	3.0 AC	5.0 AC	N/A	50FT	50FT	50FT	81 FT	40 FT
East Village													
	Residential												
		Single Family Detached	N/A	N/A	50%	4,000 SF	40 FT	40 FT	20 FT	30FT	10 FT	25 FT	40 FT
	Multi-Family												
		Multi-Family	30 DUA	80 DUA	60%	1.5 AC	N/A	N/A	0 FT	30FT	30FT	61 FT	40 FT
		Single Family Attached	8 DUA	12 DUA	50%	2,500 SF	28 FT	28 FT	0 FT	30FT	10 FT	25 FT	40 FT
	Employment												
		Corporate	.15 FAR	0.25 FAR	25%	3.0 AC	N/A	N/A	50FT	50FT	50FT	81 FT	40 FT
		Multi-Tenant	.15 FAR	0.25 FAR	25%	3.0 AC	N/A	N/A	50FT	30FT	20FT	81 FT	40 FT
		Research/Development	.15 FAR	0.25 FAR	25%	5.0 AC	N/A	N/A	50FT	30FT	20FT	55 FT	31 FT
		Assemblage	.15 FAR	0.25 FAR	25%	8.0 AC	N/A	N/A	50FT	30FT	20FT	35 FT	25 FT
		Medical Office/Clinic	.15 FAR	.50 FAR	50%	.75 AC	N/A	N/A	50FT	50FT	50FT	55 FT	33 FT
		Hospital	.15 FAR	1.50 FAR	25%	15 AC	N/A	N/A	50FT	50FT	50FT	81 FT	41 FT
		Retail	.15 FAR	0.25 FAR	25%	1.0 AC	N/A	N/A	50FT	50FT	50FT	30 FT	21 FT
		Hospitality	.30 FAR	.60 FAR	50%	3.0 AC	N/A	N/A	50FT	50FT	50FT	81 FT	40 FT
West Residential													
	Residential												
		Single Family Detached	N/A	N/A	50%	4,000 SF	15,000 SF	40 FT	20 FT	30FT	10 FT	25 FT	40 FT
	Mixed Use	Mixed Use	.30 FAR	1.0 FAR	60%	N/A	N/A	N/A	0 FT	30FT	10 FT	61 FT	41 FT

D. HEIGHT LIMIT EXCEPTIONS (EMPLOYMENT DISTRICTS ONLY)

- (1) Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plain view is no greater than twenty-five percent (25%) of the first-floor footprint may exceed the height limits by up to twenty (20) feet.
- (2) Mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twelve (12) feet above the actual building height, provided that:
 - (a) The equipment is set back from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height; or
 - (b) The exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building shall be constructed as architecturally integral parts of the building façade(s).

VI. ARCHITECTURAL STANDARDS

The architectural standards section governs the village center zone and the residential attached and multifamily residential architectural elements and appurtenances related to the façade materials, windows, roofs, service areas and other standards. (Architectural standards are recommended to maintain the consistency of the Village Center unless otherwise agreed to by the property owner and City.)

A. Main Street and Multi-Family Residential

1. Building façade materials

- a. Permitted primary building materials (which must cover not less than 85% of the area of the façade) shall be:
 - (1) Masonry/stone
 - (2) Stucco/plaster
 - (3) Hardie-plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a special exception as a part of detailed site plan approval
- b. Accent building materials (no greater than 15% of the area of the façade) may be:
 - (1) Pre-cast masonry (for trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (for trim elements only)
 - (3) Metal (for beams, lintels, trim elements, and ornamentation only)
 - (4) Split-faced CMU block (only for piers, foundation walls and chimneys)
 - (5) EIFS

2. Building awnings and canopies

- a. Materials, illumination, and location
 - (1) Awnings and canopies shall be architectural and constructed with fully opaque materials that complement the building to which they are attached; provided, however, no shiny or reflective materials are permitted.
 - (2) Awnings and canopies shall not be internally illuminated in a manner that illuminates the awnings or canopy material; provided, however, downward lighting limited to lighting the building façade, sidewalk areas, and seating areas, is permitted to be installed beneath awnings and canopies.

3. Building Roofs

- a. Permitted Roof Materials
 - (1) Architectural asphalt shingles
 - (2) Tile, clay or concrete (faux clay)
 - (3) Slate (equivalent synthetic or better)
 - (4) Metal (standing seam, equivalent or better)
 - (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefin (TPO) membrane or equivalent material.
- b. Flat Roofs – roof material interior to the parapet shall not be visible from any adjacent ground-level areas.

4. Building Mechanical, Underground Utilities, and Solid Waste Facilities

- a. Mechanical Equipment
 - (1) Ground level transformers, HVAC equipment, lift stations, utility meters, and other machinery shall be located at the rear of the lot where practical.
 - (2) Roof mounted equipment shall be screened from view from the public space where practical.
- b. All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of detailed site plan.
- c. Solid waste collection and disposal
 - (1) Location of solid waste facilities shall be approved at time of detailed site plan.
 - (2) Solid waste facilities including trash compactors shall be screened by a masonry wall of a height that is at least one (1) foot above the height of the solid waste facility or trash compactor. Such screening wall shall be built with the same materials as used for the principal building, or an otherwise city approved material.
 - (3) Access to Solid waste facilities shall be provided by a metal gate or door equal in height of the wall and shall remain closed at all times when not being accessed for purpose of disposing solid waste into, or collecting for off-site disposal from, the facility.

B. Townhomes

1. Architectural Diversity

- a. Floor plans and front façades of the same primary building material color for single-family attached residential shall be separated from one another by no fewer than three (3) lots for same floor plans and no fewer than four (4) lots for the same front façade.
- b. No combination of the same masonry color, mortar color, and sand color shall be repeated for single family attached residential buildings located on adjacent lots.

- c. The following list of architectural elements shall be incorporated into façades of single-family attached residential buildings with a choice of at least two (2) different elements occurring no more often than every fourth (4th) lot and be included in the detailed site plan:
- (1) Balcony
 - (2) Front porch (may occur more often than every 4th lot)
 - (3) Chimney
 - (4) Patio courtyard
 - (5) Masonry, stone, or cast stone accents
 - (6) Double entry doors
 - (7) Covered entry
 - (8) Dormers
 - (9) Cedar shutters
 - (10) Natural stone (30% front façade)
 - (11) 10:12 or great roof pitch (may occur more often than every 4th lot)
 - (12) Gables with architecture feature
 - (13) Arch top windows
 - (14) Circle top windows
 - (15) Stained wood columns

2. Building façades

Façade treatments are those portions of a building's street frontage façade elevation extending from the ground to the roof that consists of a single layer or architectural expression.

- a. Residential buildings shall have a finished floor elevation of not less than one (1) foot above the top of the front curb elevation.
- b. Wall openings shall not span vertically more than one story.

3. Building façade materials

- a. Permitted primary building materials (which must cover not less than 85% of each area of the area of the façade) shall be:
 - (1) Masonry/stone
 - (2) Stucco/plaster
 - (3) Hardie-plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a special exception as a part of site plan approval
- b. accent building materials (which may cover no more than 15% of the area of the façade) may be:

- (1) Pre-cast masonry (limited trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (limited to trim elements only)
 - (3) Metal (limited to roofing, beams, lintels, trim elements, and ornamentation only)
 - (4) Split-faced CMU block (but used only for piers, foundation walls and chimneys)
 - (5) EIFS
- c. Calculation of the percentage of the area of permitted building materials on a FAÇADE shall not include:
 - (1) The area occupied by windows and doors (including garage doors); and
 - (2) Other architectural features above the roofline, or areas not in plane with first-floor wall.

4. Building Windows

Windows shall conform to the following:

- a. Window Materials
 - (1) Specialty windows such as stained, opalescent, or glass block shall be permitted in limited amounts but in no case greater than fifteen (15) percent of the total window area of the façade.
 - (2) Solar screens are permitted only on façades not visible from the public space.
- b. Window Configurations
 - (1) The horizontal dimension of the window opening shall not exceed the vertical dimension except as provided in subparagraph b. (2), below.
 - (2) A maximum of five (5) windows may be mulled horizontally together to form a compound window which may be wider than it is tall if each grouping is separated by a mullion, column, pier, or wall section that is not less than seven (7) inches wide.
 - (3) Alterations to these standards may be granted as part of a detailed Site Plan.

5. Building Roofs and PARAPETS

- a. Permitted Roof Materials
 - (1) 30-year dimensional shingles.
 - (2) Tile, clay, or concrete (faux clay).
 - (3) Slate (equivalent synthetic or better).
 - (4) Metal on porches and accent roofs.
 - (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefin (TPO) membrane or equivalent material
 - (6) Roofing materials shall have a minimum 30-year rated warranty.

b. Authorized Roof Configurations

(1) Pitched Roofs

Hip and gable roofs shall be symmetrically pitched 8:12 or greater.

(2) Flat Roofs

Roof material interior to the parapet shall not be visible from any adjacent ground-level areas.

(3) Roofs, Dormers and Chimneys

c. DORMERS and chimney chases above the roof structure shall be finished with a permitted primary building material

d. Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior. Finished construction that provides for an exposed prefabricated metal flue piping (other than gas appliance vent stacks required by codes) is prohibited

6. Underground Utilities

All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of detailed site plan.

C. Employment

Prior to site and building permit requests, architectural building elevations must be approved with the detailed site plan to ensure continuity and consistency of development of the Property.

1. Building Height, Massing, and Scale

- a. The mass and scale of large buildings should be reduced by varying building heights, and/or setbacks, along the front and street side building façades.
- b. Building heights, massing and setbacks should be varied, to define different functions such as offices and warehousing.
- c. Industrial and business park development should be similar in scale and massing to adjacent development and establish a smooth transition between uses. If a different scale for new development is required for functional reasons, the new development should provide a transition between adjacent buildings.
- d. Vertical and horizontal offsets should be integrated within building facades to minimize building bulk.
- e. Techniques that should be used to 'break up' the massing of a building include stepping the building height, furring out walls to create offsets in plane, adding battens or reveals to walls surfaces, and insets or other variations in plan.

2. Building Facades

- a. Long, blank facades should be avoided. More articulation, detailing, and fenestration should be provided on facades visible from major thoroughfares and freeways.

- b. Facades of large buildings visible from a public street should include architectural features such as reveals, windows and openings, changes in parapet heights, color, texture, and material to add interest to the building elevation and reduce its visual mass.

3. Entry Features

- a. Building entries should be clearly identifiable and integrated within the overall building design. Projections, columns, overhangs, enhanced landscaping, vertical architectural features, distinctive materials, and colors should be used to articulate entrances.
- b. Primary building entries should be readily identifiable and well defined through the use of projections, recesses, columns, roof structures, or other design elements.

4. Windows & Doors

- a. Recessed windows, awnings, landscaping, and shading devices to reduce solar heat gain should be used where appropriate.
- b. Window type, material, shape, and proportion should complement the architectural style of the building entry.
- c. Glare-producing reflective glass is discouraged, but tinted glass may be used. The tinted glass should be as clear as possible while still being energy efficient.
- d. Building openings, such as windows and doors, should maintain the proportions and spacing of other openings on the block.
- e. Roll-up doors should be oriented away from public street views and adjacent residential areas to avoid unsightly views and noise emissions beyond the property line.

5. Colors & Materials

- a. A comprehensive material and color scheme should be developed for each site. Material and color variations in multi-building complexes should be complementary and compatible among buildings.
- b. Large expanses of smooth material (e.g., concrete) should be broken up with expansion joints, reveals, or changes in texture, color, and material.
- c. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided to reduce heat and prevent glare impacts on adjacent public streets and properties.
- d. Materials and colors of wall and monument signs should be compatible with the main buildings on the site.
- e. Building walls that may be prone to graffiti should be treated with a graffiti resistant coating, materials that are not conducive to graffiti such as split face block, or extensive landscaping to cover blank walls.
- f. All exterior materials, textures and colors should be appropriate for the architectural style or theme of the building and should contribute towards the quality of the streetscape.
- g. Compatible colors on a single façade, or composition, should add interest and variety while reducing building scale and breaking up plain walls. Light, neutral colors should be used on industrial buildings to help reduce their perceived size. Contrasting trim and color bands can help break up blank surfaces.

6. Building Lighting

- a. The design of the light fixtures and their structural support should be architecturally compatible with the theme of the development.

- b. Lighting fixtures should not have exposed bulbs.
- c. Decorative accent lighting and fixtures above the minimum 1-foot candle illumination levels of surrounding parking lots should be provided at vehicle driveways, entry throats, pedestrian paths, plaza areas, and other activity areas.
- d. Exterior doorways and entries should be fully illuminated to a minimum of one foot-candle over the entire face and frame of the opening.
- e. Wall mounted lights should not extend above the height of the wall or parapet to which they are mounted.
- f. Parking lot lighting standards should be placed so that the illumination spread will not conflict with the growth of trees in required parking lot planters.

7. Roof Forms

- a. Rooflines should include variations to avoid long, horizontal rooflines. Long, horizontal rooflines should be minimized through articulating a building's facade, alternating roof or parapet heights, providing variations in materials and colors, or other appropriate methods.
- b. Depending upon the architectural style of a structure, industrial and business park buildings are encouraged to use decorative roof elements, such as cornices to enhance a building's roof edge.
- c. When sloped roofs are incorporated into a design, equipment wells should be used to continue the existing pitch and roofline.

8. Service Areas & Utilities

- a. Refuse, storage, and equipment areas should be screened from view from adjacent uses.
- b. All installed equipment, electrical rooms, and service rooms should be placed within the footprint of the structure. No equipment of any kind should be visible on the outside of the structure.
- c. All screening devices should be compatible with the architecture, materials, and colors of the building.
- d. Trash enclosures that are visible from upper stories of adjacent structures should have an opaque or semi-opaque horizontal cover/screen to mitigate unsightly views. The covering structure should be compatible with the architectural theme of the site's buildings.
- e. Roof ladders should be located inside the building or be designed to be compatible with the architectural design of the building. Equipment used to retract and store roof ladders should not be mounted to the exterior of the structure.
- f. Refuse storage and loading areas should be located at the rear of the development and screened from public view.

9. Canopies & Awnings

- a. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
- b. Canopies, awnings, and arcades should be designed with respect for the proportions of the building in terms of size, shape, and placement, unless a unique architectural style encourages something different.

- c. Canopies and awnings should fit within individual bays or structural divisions of the building facade rather than extending beyond a single bay unless the building structure dictates an alternative placement.
- d. Use of a continuous awning for the windows on the upper floors is discouraged. Each window, or small grouping of windows, should be articulated with an individual canopy or awning, with awnings extending no more than halfway down the window. The color and style should complement ground-level awnings and canopies on the same building.
- e. Brightly colored awnings should be compatible with the colors used on the main building. Uncolored or light-colored canvas awnings may be appropriate for dark and north-facing facades.
- f. Canopies and awnings should only be internally illuminated where appropriate to the architectural style of the building.
- g. Materials should be of the highest quality such as metal and glass. If canvas material is used, it should be heavy duty and non-reflective, matte finish. Plastic or vinyl canopies should not be used.

10. Signage & Graphics

- a. Signage can be wall-mounted, projecting, combined with awnings, or placed on windows. Hanging signs with projecting lettering are encouraged.
- b. Attached signage should consist of individual letters; cabinet signs are discouraged.

D. Highway Commercial District

1. Entrances.

- a. Standards. Retail buildings 20,000 square feet or greater shall feature multiple entrances to help reduce walking distances from cars, facilitate pedestrian and bicycle access from public sidewalks, and provide convenience. Multiple entrances should be used to mitigate the effect of the unbroken walls and neglected areas that often characterize building facades that face bordering land uses. Retail buildings shall feature entrances that are coordinated with pedestrian networking and public connectivity to and through the entire site.
- b. All sides of a principal building that directly face an abutting public or private right-of-way should feature at least one customer entrance or covered walkway leading to an entrance. Where a principal building 20,000 square feet or greater directly faces more than two abutting public or private rights-of-way, this requirement should apply to a minimum of two sides of the building, including the side of the building facing the primary street, and another side of the building facing a secondary street. Where exterior entrances to the building are not feasible due to internal store operations, real or false windows or similar features may be combined with a covered walkway.

- c. Each principal building on a site shall have clearly defined, highly visible customer entrances featuring no less than three of the following:
 - (4) Canopies or porticos;
 - (5) Overhangs.
 - (6) Recesses/projections.
 - (7) Arcades.
 - (8) Raised corniced parapets over the door.
 - (9) Peaked roof forms.
 - (10) Arches.
- d. Display windows.
 - (1) Architectural details such as tile work and moldings which are integrated into the building structure and design.
 - (2) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
 - (3) A specific architectural element proposed by the applicant's architect that is acceptable to the Community Development Director.
 - (4) Where additional stores will be located in the principal building, each such store should have at least one exterior customer entrance, which shall conform to the above requirements.
 - (5) Side or rear walls that face walkways may include false windows and door openings defined by architectural features or similarly proportioned modulations of the wall, only when actual doors and windows are not feasible because of the nature of the use of the building, as determined by the Community Development Director.

2. Facades and Exterior Walls.

- a. Standards. Facades shall be articulated to reduce the scale and the uniform, impersonal appearances of retail buildings that are subject to this chapter, and provide visual interest that will be consistent with the community's identity, character, and scale. The intent is to encourage a more human scale that residents of Ferndale will be able to identify with their community. The resulting scale will ensure a greater likelihood of reuse of structures by subsequent tenants. Facades, exterior walls, and entryways shall provide consistent architectural treatment. Where practical, vertical construction is encouraged for retail and mixed-use developments.
- b. Regardless of building size, all facades greater than 100 feet in length, measured horizontally and visible from public or private streets, pedestrian walkways, public parking lots, or other areas which, in the opinion of the Community Development Director, are now or are likely to be accessed by the public, should incorporate wall plane projections or recesses having a depth of at least three percent of the length of the facade and extending at least 20 percent of the length of the facade. No uninterrupted length of any visible facade shall exceed 100 horizontal feet.
- c. Facades that face public streets should have a variety of arcades, display windows, entry areas, or awnings along no less than 60 percent of their horizontal length, unless the structural integrity of the building is at stake.

- d. All sides of the building should include materials and design characteristics consistent with those on the front. Use of inferior or lesser quality materials for side or rear facades shall be prohibited.

3. Smaller Retail Stores.

- a. Standards.
 - (1) The presence of smaller retail stores gives a center a “friendlier” appearance by creating variety, breaking up large expanses, and exhibiting the variety of the site’s opportunities. Windows and window displays of such stores shall be used to contribute to the visual interest of exterior facades. The standards presented in this section are directed toward those situations where additional, smaller stores, with separate, exterior customer entrances are located in the principal buildings or development site.
 - (2) Smaller retail stores less than 20,000 square feet and located within a regional center complex as a separate building pad shall incorporate into their design structural enhancements similar to the principal structure. This would provide visual consistency and a greater sense of place within the center.
 - (3) Where principal buildings contain additional, separate stores, which occupy less than 20,000 square feet of gross floor area, with separate, exterior customer entrances:
- b. Facades
 - (1) The street level facade of such stores should be transparent between the height of three feet and seven feet above the grade of the walkway for no less than 60 percent of the horizontal length of the building facade for each such store. Windows should include visually prominent sills, shutters, recessed windows, or other forms of framing and shall not contain reflective glass.
 - (2) Standards. Buildings shall have architectural features and patterns that provide visual interest at the scale of the pedestrian, reduce massive visual effects, and recognize local character.
 - (3) Building facades should include a repeating pattern that should include no less than three of the elements listed below. At least one of these elements shall repeat horizontally. Each selected element should repeat at intervals of no more than 30 feet, either horizontally or vertically.
 - a) Color change.
 - b) Texture change.
 - c) Material module change.
 - d) Wall plane change, where the expression of architectural or structural bay is created through a change in plane no less than one foot in width, such as an offset, reveal, or projecting rib.
- c. Roofs.
 - (1) Standards. Variations in rooflines shall be used to add interest to, and reduce the massive scale of, large buildings. Roof features should complement the character of adjoining neighborhoods.
 - (2) Guidelines.

- a) Rooflines should be varied with a change in height every 100 linear feet in the building length.
- b) Parapets, mansard roofs, gable roofs, hip roofs, or dormers shall be used to conceal flat roofs and roof top equipment (such as HVAC units) from public view out to the site perimeter. Alternating lengths and designs may be acceptable.
- c) The average height of parapets should not exceed 15 percent of the height of the supporting wall, nor at any point exceed one-third of the height of the supporting wall.

3) Materials and Colors.

- a) Standards. Exterior building materials and colors comprise a significant part of the visual impact of a building. Therefore, they shall be aesthetically pleasing and compatible with materials and colors used in adjoining properties.

d. Guidelines.

- 1) Predominant exterior building materials should be constructed with high-quality materials such as:
 - a. Brick masonry
 - b. Wood, large timbers.
 - c. Sandstone.
 - d. River rock and other native stone.
 - e. Tinted, textured, concrete masonry units.
 - f. Transparency elements such as windows, showcases, skylights, and display windows.
 - g. Other similar high-quality building material.
- 2) Front facades or facades visible from public or private streets or residentially zoned properties should not include the following as the primary building material:
 - (1) Smooth-faced concrete block.
 - (2) Smooth-faced tilt-up concrete panels.
 - (3) Prefabricated steel panels.
 - (4) Highly reflective materials that produce glare are not permitted.
- 3) Facade colors should be of low reflectance, subtle, neutral colors, blend well with the environment and not cause abrupt changes. The use of high-intensity colors, metallic colors, black or fluorescent colors on the primary facade or wall is prohibited.
- 4) Building trim and accent areas, not to exceed 15 percent of any single building facade, may feature brighter colors, including primary colors, but neon tubing or the use of other high-intensity lighting is prohibited.

VII. LIGHTING, PARKING AND SIGNAGE STANDARDS

The Lighting, Parking and Signage standards section establishes the standards for public/private space lighting, provision of adequate parking, and compatible signage.

A. Lighting

1. Streetlights

- a. Streetlights shall be installed in accordance with the following:
 - (2) Major streets – spaced a maximum of one hundred and fifty feet (150) feet including one (1) at each intersection.
 - (3) Minor streets – spaced a maximum of one hundred feet (100) feet including one (1) at each intersection.
 - (4) Local streets – lighting shall be at each intersection.
- b. Streetlights shall not cast a perceptively unnatural spectrum of light (such as low-pressure sodium) or project light skyward (dark sky friendly lighting).

c. Village Center Zone lighting

An exterior lighting plan shall be approved as part of the detailed site plan for the village center.

- (1) Site lighting shall be of a design, height, and location to illuminate only the lot on which the light fixture is located unless illumination across lot lines is by a lighting fixture is authorized by the approved lighting plan included in the approved detailed site plan.
- (2) Lighting elements shall not cast a clearly/perceptively unnatural spectrum of light (such as low-pressure sodium). Lighting elements shall be limited to incandescent, metal halide, or halogen type fixtures.
- (3) No flashing, traveling, animated, or intermittent lighting shall be visible from the exterior of any building whether such lighting is of temporary or long-term duration.

B. Parking

1. Single-Family Residential

- a. Single-family residential detached and attached shall provide a minimum of two (2) garage parking spaces that shall remain usable for parking of two (2) passenger vehicles.
- b. Additional visitor parking (on or off street) shall be provided for single-family residential developments at a rate of one (1) space per four (4) dwellings located within five hundred (500) feet for any single-family residential lot providing parking for less than four (4) vehicles.

2. Multi - Family Residential

- a.** A minimum of 1.46 parking spaces shall be provided for each mid-rise residential unit.
- b.** Additional onsite visitor parking shall be provided for mid-rise residential at a rate of one (1) space per four (4) units.

2. Village Center

- a.** A parking plan prepared by a Texas professional engineer shall be submitted to the City that sets forth how village center uses will accommodate parking demand. The parking plan shall be based on the parking standards set forth herein, or in the absence of a standard for a proposed use, shall be established by the City of Sherman as part of the approved detailed site plan.

- b.** Required parking ratios for village center uses shall be:

- (1) Employment – 1 space per 300 square feet
- (2) Retail – 1 space per 250 square feet
- (3) Restaurant – 1 space per 150 square feet
- (4) Civic – 1 space per 250 Square feet
- (5) Residential above Retail – 1.46 spaces per residential unit
- (6) Office above Retail – 1 space per 250 square feet
- (7) Single Family Attached and Detached – 2 spaces per residential unit

- a.** On street parking

- (1) On-street parallel parking shall be eight (8) feet in depth and twenty-two (22) feet length.
- (2) On-street parking may be counted towards meeting off-street parking requirements if authorized by the approved detailed site plan.
- (3) Except for single family residential lots, a perpetual cross-access easement for vehicle and pedestrian travel as well as cross-easements for parking shall be granted between and among all lots within the Property, as necessary. The cross-access easement may be provided by plat or separate instrument. No other cross-access easements are required.
- (4) Multifamily uses (Dwelling, Condominium and Dwelling, Multi-Family Apartment) must provide a minimum of one (1.6) off-street parking spaces per residential unit.
- (5) Senior independent living uses must provide a minimum of 0.7 off-street parking spaces per dwelling unit or suite.
- (6) On-street parking within 200 feet of a building/use may be counted towards the off-street parking requirement; provided, however, such

use may only be counted once and not counted for multiple uses or buildings. Nothing in this paragraph 4 shall be construed as prohibiting a shared parking agreement from allowing parking spaces to be counted toward the minimum off-street parking requirements for multiple uses or buildings.

- (7) Off-street parking requirements may be satisfied using shared parking agreements, provided that all spaces are located within 800-feet of the building/use being served, measured at the shortest possible distance in a straight line from the building/use to the parking space.
- (8) Private streets may be provided. The pavement and subgrade of all such private streets shall be constructed to public street standards in accordance with the City of Sherman's standard construction specifications for public streets.
- (9) Temporary parking for special events may be approved by the Director of Community Development.
- (10) Angled head-in parking is allowed. Angled parking can only be at 45 degrees if the parking width is 16 feet.
- (11) Streets may be constructed with a minimum 2% cross-slope

3. Signage

a. Plan

- (1) A comprehensive sign plan shall be submitted to the City as part of the detailed site plan.
- (2) Only individual lettering on a village center signage may be internally lit.
- (3) Lettering on awnings and canopies shall be limited to six (6) inches tall located only on vertically hanging fabric at curbside of awning.

b. Prohibited or Limited Signs

- (1) Billboards, off-premises, pole signs, marquees, animated, flashing, or intermittent signs, and roof and painted building façade signs are prohibited.
- (2) Portable or wheeled signs and advertising devices located outside any building shall be prohibited.

VIII.LANDSCAPING STANDARDS

The landscaping section addresses required landscaping at site development. Landscape improvements on private property will be completed by the property owner. Landscaping within the public rights of way is subject to development agreements.

A. Landscaping – Trees

1. Street Trees

- A. Major Streets shall have Street Trees planted within the Parkway with a spacing of no greater than one hundred (100) feet on center measured per Block face or on a project-by-project basis, whichever is the smaller lineal dimension.
- B. Minor and Local Streets shall have Street Trees planted within the Parkway with a spacing of no greater than seventy-five (75) feet on center measured per Block face or on a project-by-project basis, whichever is the smaller lineal dimension.
- C. For on-street parking spaces where bump-outs are utilized for parallel parking, one (1) Street Tree shall be planted in each bump-out.
- D. Street Trees shall be at least three (3) caliper inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.

2. Village Center Trees

- A. Where the primary structure is located within twenty (20) feet of the front property line, the Village Center use shall be only responsible for planting Street Trees in accordance with standards for Street Trees on Major Streets.
- B. Where the primary structure is located greater than twenty (20) feet from the front property line, the following tree planting shall be required:
 - (1) One tree at least three (3) caliper inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting for each fifty (50) feet of linear Street Frontage, which trees shall be planted within fifteen (15) feet of the front property line.
 - (2) Trees may be planted in groups with appropriate spacing for species.
 - (3) The trees required by this Subparagraph b. shall be in addition to the required Street Trees.

3. SINGLE-FAMILY RESIDENTIAL TREES

A. General

- (1) Required Front Yard Trees shall be in addition to the required Street Trees.
- (2) Required Front Yard Trees shall be at least three (3) inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.

B. Required Front Yard Trees

- (1) For lots having building setbacks of ten (10) feet or less no Front Yard Trees shall be required.
- (2) For lots having building setbacks of greater than ten (10) feet one (1) Front Yard Trees shall be required.

B. Landscaping – Yards

1. Village Center and Residential Lots

- A.** Required Landscaping shall be approved as a part of detailed site plan approval.

2. Single Family Detached Lots

- A. For lots of widths of forty (40) feet or greater, no fewer than four (4) five (5) gallon shrubs and twelve (12) one (1) gallon shrubs shall be planted.
- B. For lots of widths twenty-five (25) feet and less than forty (40) feet, no fewer than three (3) five (5) gallon shrubs and eight (8) one (1) gallon shrubs shall be planted.
- C. For lots widths less than twenty-five (25) feet, no fewer than two (2) five (5) gallon shrubs and six (6) one (1) gallon shrubs shall be planted.
- D. Single Family Detached lots shall have full sod installed within any portion of the front yard and side yard abutting a street not covered by walkways, driveways, trees, shrubbery, ground cover or planting beds, or other approved landscape materials.
- E. Decorative rocks shall be permitted in limited amounts and within areas between structures where plant material is difficult to maintain.

C. Landscaping – Parking Lots

1. Five (5) linear feet of landscaped evergreen screening at a height of three (3) feet shall be planted between the street right-of-way and the parking area in all parking areas within a parking lot abutting a street.
2. The following interior landscaping shall be planted in off-street, surface parking that contains twenty (20) or more parking spaces:
 - A. Twenty (20) square feet of landscaping for each parking space shall be installed within the paved boundaries of the parking area.
 - (1) Landscaped islands shall be located at the ends of all parking rows and one (1) landscaped island for each twenty (20) parking spaces in a parking row shall be located on the interior of each parking row. The location the landscape islands within parking areas shall be approved as part of the detailed site plan
 - (2) No fewer than one (1) tree, three-inch (3) caliper inch minimum as measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting shall be planted in each parking lot landscaped island.
 - (3) Landscaped islands shall be not less than six (6) feet wide, not less than ninety percent (90%) of the abutting parking space in length and planted with approved ground cover.

- (4) Landscaped areas shall be protected by a raised six (6) inch concrete curb with pavement placed no closer than three (3) feet from the trunk of a tree if no City-approved root barrier has been installed.

D. Landscaping – Fences/Walls

1. Metal fencing shall be ornamental metal, tubular steel or similar material with a consistent design and finished in black.
2. Masonry walls shall be constructed with Masonry materials compatible with adjacent buildings.
3. Wood fencing adjacent to streets shall be board-on-board with capping, pre-stained cedar, with steel posts.
4. Fences and walls exceeding eight (8) feet in height are prohibited except to screen service areas of Village Center..
5. Fence and wall materials and location shall be approved as part of the detailed site plan.
6. Fencing/Walls – Major Streets
7. WOOD fencing along Major and Minor Streets is prohibited.
8. MASONRY walls exceeding two (2) feet in height shall be designed with footings approved by a structural engineer or other appropriately licensed professional.
9. Fences/Walls – Residential
 - A. No fence or wall shall be permitted within front yards except on corner lots, wherein approved ornamental metal fences, not exceeding five (5) feet in height, may be installed within the front yard not serving as the main entry point to the dwelling (i.e., the side yard along the Street).
 - B. On Residential lots abutting or facing a Park/Open Space, only ornamental metal fencing shall be used on the side of the lot facing the Park/Open Space unless another material approved as part of the detailed site plan.
 - C. Fences and walls consisting of materials or placed in locations not otherwise authorized by this Subparagraph may be approved as part of the approved detailed site plan.

E. Landscaping – Irrigation

Permanent automatic irrigation systems shall be designed, installed, and operated for all required landscaping.

F. Landscaping – Completion

1. No certificate of occupancy for any building on any lot may be issued until all required irrigation systems, trees and other plant materials have been installed and/or planted on the lot.
2. Due to on-going drought conditions, the City staff may delay the planting of new landscape materials, in which case, a certificate of occupancy may be issued.
3. In the event of such authorized delay, all landscape materials shall be planted not later than the date provided in the authorization. Failure to install all landscaping by the date set forth in the delay authorization shall be a violation of this Ordinance

VIII. Parks, Open Space and Recreation Standards

The Landscaping, Open Space and Recreation Standards section addresses required landscaping and other recreation amenities.

A. Greenbelt Standards

The Greenbelt is intended to be a City-wide open space with both passive and active recreational uses. The Greenbelt will also contain a storm water ponding feature accommodating stormwater for a portion of this property and the Independent School District. The pond will be designed as an aesthetic feature to enhance the visual aesthetics of the greenbelt and will allow for public access under safe conditions.

1. Hike and Bike Trails, inclusive of a publicly accessible trail head, shall be constructed by the City of Sherman within the Greenbelt Zone in accordance with City specifications, as follows:
 - A. The Greenbelt will contain public accessible trails that allow the community to access the natural greenbelt features of the property.
 - B. The location and size of the trail(s) will be determined by final landscape improvement plans associated with the improvements of Moore Road and detention facilities as determined by preliminary and final improvement plans.
 - C. In general, a 12-foot-wide hike and bike trail shall be constructed along either Moore Road or the east side of the existing gas and power utility easements conjunction with construction of the adjacent streets as shown on the Concept Plan.
 - D. The final location of each trail to be constructed on the Property must be approved by the City prior to commencement of construction of said trail.
2. Civic and Recreational Facilities shall be constructed at no cost to the Owner or Developer within the Greenbelt Character District in accordance with plans and specifications approved by the applicant and approved by the Director of Community Development as follows:
 - A. As part of the Open Space Plan, the Greenbelt shall contain publicly accessible recreational facilities that allow the community to access active recreational and civic based facilities.
 - B. The location and size of civic and recreational facilities will be determined by final improvement plans associated with the improvements of Moore Road.
3. Natural Features. The intent of the Planned Development's Open Space Plan is to preserve as much as the existing natural site features from FM 1417 to Travis Street as a community wide regional open space. Final Greenbelt Preservation will be a function of the mass grading and drainage plan and improvement plans for Moore Road and adjacent areas.

B. Park/Open Space

1. Village Center and Residential
 - A. Village Center uses shall be required to set aside a percentage of lot area for Park/Open Space per Appendix Figure 3 - Parks and Open Space Map.
 - B. Residential shall allocated and develop not less than ten percent (10%) of the lot(s) on which the development is to be constructed to Park/Open Space
 - C. Areas designated as Park/Open Space shall be shown on all approved detailed site plans.
 - D. Park/Open Space shall be maintained by either a property or homeowners association unless it is a City of Sherman public park.

C. Pedestrian Pathway

- A. Pedestrian Pathways shall be twelve (12) feet in width on Major Streets, seven (7) feet in width on Minor Streets, and five (5) feet on Local Streets unless otherwise shown on the street sections.
- B. Pedestrian Pathways shall be installed at all required locations on a lot prior to issuance of a certificate of occupancy of the first building constructed on the lot or, if the issuance of a certificate of occupancy is required, the commencement of the provision of utilities to any building on the

IX. APPENDICES

The Appendices contain: Appendix A – Definitions; Appendix B – Plan Graphics

A. Appendix – Definitions

The following words and phrases as used in this ORDINANCE shall have the following meanings unless the context of such use clearly indicates otherwise. Words and phrases not defined within the Definitions, but which are defined in the City of Sherman Zoning Ordinance shall have the meaning provided such words and phrases in the Zoning Ordinance. Wherever a word or phrases is printed in CAPITAL LETTERS, it is being used as defined herein.

ACCESSORY BUILDING OR STRUCTURE (RESIDENTIAL DISTRICT) – A subordinate building or structure, detached and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, tool house, lathe or greenhouse as a hobby (no business), home workshop, children's playhouse, storage house, garden shelter or swimming pool, but not involving the conduct of a business.

ACCESSORY USE – A use of land or building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use; within a RESIDENTIAL DISTRICT this may include a pool, children's play equipment, gazebo, picnic table, etc.

ACCESSORY USE (see USE).

AFFILIATED RESIDENTIAL USE – A use intended for the residents and their guests of a RESIDENTIAL use that includes a leasing office, fitness center, game room, laundry, pool, amenity center and other residential-related services and uses.

AFFILIATED RESIDENTIAL USES (see USE).

ALLEY – A public space or drive which affords secondary means of access to abutting property.

AMENITY CENTER – An OPEN SPACE area developed as a recreational center for the use by VILLAGE residents and their guests that may include pools, hot tubs, meeting rooms, workout spaces, bathrooms, playgrounds and similar uses.

AWNING – A cantilevered, projected or suspended cover over the sidewalk portion of the PUBLIC SPACE. This also includes roof-like coverings, usually of canvas or metal and often adjustable, placed over the sidewalk, windows, or doors to provide protection from sun and rain.

BALCONY – An exterior platform attached to the building FAÇADE extending outward from an interior room located above a GROUND STORY.

BLOCK – An area enclosed by streets and occupied by or intended for buildings; or if said word is used as a term of measurement, it shall mean the full length along the street

between the intersection of two streets.

BUILDING HEIGHT – For VILLAGE CENTER and MID-RISE uses, BUILDING HEIGHT is measured in STORIES; for SINGLE-FAMILY

BUSINESS SERVICE USE – Establishments primarily engaged in rendering services to business establishments on a fee or contract basis, including but not limited to advertising and mailing; building maintenance; employment service; management and consulting services; equipment rental and leasing (does not include outside storage or heavy construction equipment); commercial research; development and testing; photo finishing; and supplies services.

CANOPY – An architectural projection of canvas or similar material that provides weather protection over an area and is supported by the building to which it is attached and at the outer end by not less than two posts.

CITY – The City of Sherman, Texas.

CIVIC BUILDING – Publicly- or privately-owned buildings that are open to the public for non-COMMERCE purposes.

CIVIC USE – Community uses including meeting halls; libraries; schools (kindergarten through college); police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; transit centers; government functions open to the public; and other similar uses.

COMMERCIAL INDOOR AMUSEMENT (see USE).

COMMERCIAL INDOOR AMUSEMENT USE – Commercial establishments wholly contained within a building that provide amusement, entertainment or games of skill for a fee or admission charge including, but not limited to, billiards, bowling, video or game arcades, movie theaters, and skating rinks.

CONCEPTUAL PLAN – Proposed land uses as shown on the CONCEPTUAL PLAN.

DETAILED SITE PLAN – A site plan approved by the City of Sherman.

DEVELOPMENT DISTRICTS

DORMER – Small, roofed ancillary structures with windows providing light and air to habitable space within the roof.

EXTERIOR INSULATION AND FINISH SYSTEM or “EIFS” - a no-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

FAÇADE – Exterior building face.

FENESTRATION – Openings in the building wall allowing light and views between interior and exterior measured as glass area.

FRONT SETBACK LINE – The line at which the building FAÇADE shall be located adjacent to

or behind.

FRONT YARD TREE (see TREE, FRONT YARD). HEIGHT (see BUILDING HEIGHT)

HOTEL, FULL SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays with one or more restaurants and lounges, food and beverage catering, conference meeting rooms, recreational amenities and STRUCTURED PARKING.

HOTEL, LIMITED SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays that may offer a business center, pool/whirlpool, workout room, a meeting room and a lobby marketplace for snacks and beverages; the establishment may offer restaurant services geared to primarily hotel guests.

LOT COVERAGE – The percentage of the total area of a lot occupied by the base (first story or floor) of buildings located on the lot or the area determined as the maximum cross-sectional area of the building; eaves, drives, uncovered patios/porches, sidewalk and similar improvements are excluded from LOT COVERAGE computations.

LOT LINE – The lines bounding a lot.

LOT WIDTH – The width of the lot as measured at the FRONT SETBACK LINE.

LOT, CORNER – A lot that is bounded by intersecting STREETS.

MAJOR STREET (see STREET, MAJOR).

MASONRY/STONE – Defined as construction material three (3) inches or thicker composed of natural stone, kiln fired clay brick, decorative concrete block or other similar masonry material approved by the CITY'S BUILDING OFFICIAL..

MINOR STREET (see STREET, MINOR).

OFFICE BUILDING – A building used to house OFFICE USES.

OFFICE USE – Includes, but are not limited to lawyers, engineers, architects, landscape architects, accountants, insurance agencies, economic consultants, general business offices, or other similar professions.

PARAPET – A low wall projecting from the edge of a platform, terrace, or roof.

PARAPET HEIGHT – Where used to limit building height, PARAPET HEIGHT is the distance measured at the top of the parapet, including any coping.

PARK (see OPEN SPACE).

PARK/OPEN SPACE – Land and water designed for active and/or passive recreational enjoyment, but also including small vegetative spaces, flood plains, AMENITY CENTERS, development entries, PEDESTRIAN PATHWAYS; areas located within a SINGLE-FAMILY RESIDENTIAL LOT or within a public right-of-way shall not be considered PARK/OPEN SPACE.

PARKWAY – An area located immediately between the street curb and sidewalk in which STREET TREES and streetlights and other such infrastructure are placed.

PEDESTRIAN PATHWAY – A paved walkway/sidewalk that provides pedestrian access

throughout a community to VILLAGE CENTER and RESIDENTIAL uses; PEDESTRIAN PATHWAYS are not considered appropriate for bicycle use.

PERSONAL SERVICE USE – Establishments primarily engaged in providing services involving the care of a person or his or her apparel, including laundry, cleaning and garment services, garment pressing, coin operated laundries, beauty shops, barber shops, shoe repair, reducing salons and health clubs, clothing rental, doctors, dentists, chiropractors, veterinarians, etc.

PLANNING AND ZONING COMMISSION – The Planning and Zoning Commission of the City of Sherman, Texas.

PUBLIC SPACE – The public domain commonly referred to as the public STREETS, ALLEYS and rights-of-way but can include travel lanes, parkways, PEDESTRIAN PATHWAY, and PARK/OPEN SPACE.

REAR LOT LINES – Lot lines located at the rear of the property and often abutting ALLEYS. RESIDENTIAL intended for a mix of DETACHED and ATTACHED RESIDENTIAL.

RESIDENTIAL USE – A range of housing uses that encompass SINGLE-FAMILY and MID-RISE uses, and SENIOR/ASSISTED and/or SKILLED NURSING HOME FACILITIES. RESIDENTIAL uses, BUILDING HEIGHT is measured from the existing grade to the midpoint of a gabled roof line or the top of the PARAPET or mansard roof.

RESIDENTIAL, MID-RISE – A multi-storied residential building containing multiple separate housing units above one another for residential purposes within one building or complex, commonly referred to as “apartments;” this definition does not include a HOTEL or any short-term stay facility (stays of less than six months).

RESIDENTIAL, SINGLE-FAMILY – A residential dwelling occupied by persons living as a single household unit but does not include MID-RISE RESIDENTIAL.

RESIDENTIAL, SINGLE-FAMILY ATTACHED – A SINGLE-FAMILY RESIDENTIAL use constructed in a group of two (2) or more attached units separated by property lines in which each unit extends from foundation to roof.

RESIDENTIAL, SINGLE-FAMILY DETACHED – A free-standing, SINGLE-FAMILY RESIDENTIAL use occupying a single lot not sharing any walls in common with adjacent SINGLE-FAMILY RESIDENTIAL use.

RETAIL SERVICE USE – Establishments providing services, as opposed to products, to the general public, including restaurants, FULL-SERVICE HOTELS, finance, real estate and insurance, travel agencies, health and educational services, and galleries.

RETAIL SPECIALTY USE – Include, but are not limited to the sale of gifts, antiques, flowers, books, jewelry, wearing apparel or craft shops making articles exclusively for sale at retail on the premises.

RETAIL TRADE USE – Establishments engaged in selling new goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Establishments primarily engaged in the selling of used goods or

merchandise are specifically excluded.

SCHOOL, COLLEGE OR UNIVERSITY – An academic institution of higher learning, accredited or recognized by the State and offering a program or series of programs of academic study.

SCHOOL, PRIMARY OR SECONDARY – A school operated by an independent school district, religious entity or private corporation providing a kindergarten, elementary and/or secondary curriculum.

SENIOR/ASSISTED LIVING FACILITY – A residential living facility for older adults that may include independent living arrangements designed exclusively for seniors, generally those 55 years or older, to live independently within an apartment-style facility or freestanding home; it may also include, as an ACCESSORY USE, living facilities that offer a larger range of services for residents as their level of care expands, as long as the resident does not need skilled 24-hour nursing care.

SKILLED NURSING HOME FACILITY – State-licensed long-term care residential living facility offering 24-hour medical care provided by registered nurses, licensed practical nurses and/or certified nurse assistants for residents who are totally dependent on nursing care or short-term rehabilitation between hospital and home.

STORY – That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.

STORY, GROUND – The first level of a building at or above grade.

STREET – A public thoroughfare used for vehicular traffic usually within dedicated right-of-way; this definition does not include ALLEYS, CITY fire lanes, driveways, or access aisles or easements.

STREET FRONTAGE – That portion of the lot or building that is coincident with the FRONT SETBACK LINE.

STREETLIGHT – A luminaire installed on both sides of a STREET within the public right-of-way.

STREET TREE (see TREE, STREET).

STREET, LOCAL – A STREET having two travel lanes with rights-of-way sixty (60) feet or less.

STREET, MAJOR – A STREET having four or more travel lanes with rights-of-way greater than seventy (70) feet.

STREET, MINOR – A STREET having three or less travel lanes with rights-of-way exceeding sixty (60) feet but not exceeding seventy (70) feet.

STUCCO/PLASTER – Stucco/Plaster material shall only be considered as meeting the masonry requirement when applied using a 3-step process over diamond metal lath mesh to a 7/8-inch thickness or by other processes producing comparable cement stucco finish

with equal or greater strength, durability and fire resistive specifications.

STUDIO USE – Includes, but is not limited to dance, art, music, photography, radio or television and specifically excluding any type of sexually oriented business.

TREE, FRONT YARD – A tree planted in a front yard area.

TREE, STREET – A tree planted in the PARKWAY.

VILLAGE CENTER – [Project Name Here] Center.

VILLAGE CENTER /MID-RISE RESIDENTIAL DISTRICT– Land designated on the DEVELOPMENT DISTRICT MAP as

VILLAGE CENTER BUILDING – Any building used for a VILLAGE CENTER USE.

VILLAGE CENTER BUILDING – Any building used for a VILLAGE CENTER USE.

VILLAGE CENTER USE – Any use that is defined herein as a BUSINESS SERVICE, OFFICE, PERSONAL SERVICE, RETAIL SERVICE, RETAIL SPECIALTY, RETAIL TRADE, and STUDIO uses but specifically excluding any uses prohibited by this ORDINANCE.

VILLAGE CENTER USE (see USE).

VILLAGE CENTER/MID-RISE intended for more flexible development standards allowing for VILLAGE CENTER uses ranging from single lot projects such as big-box stores and hotels to larger-scale shopping centers and business centers as well as MID-RISE RESIDENTIAL uses.

VILLAGE-TRADITIONAL RESIDENTIAL DISTRICT – Land designated on the DEVELOPMENT DISTRICT MAP as

ZONING ORDINANCE – The Zoning Ordinance of the City of Sherman, as amended

Figure 1 - Conceptual Master Plan



Figure 2 -Transportation Plan



Figure 3 – Open Space Plan

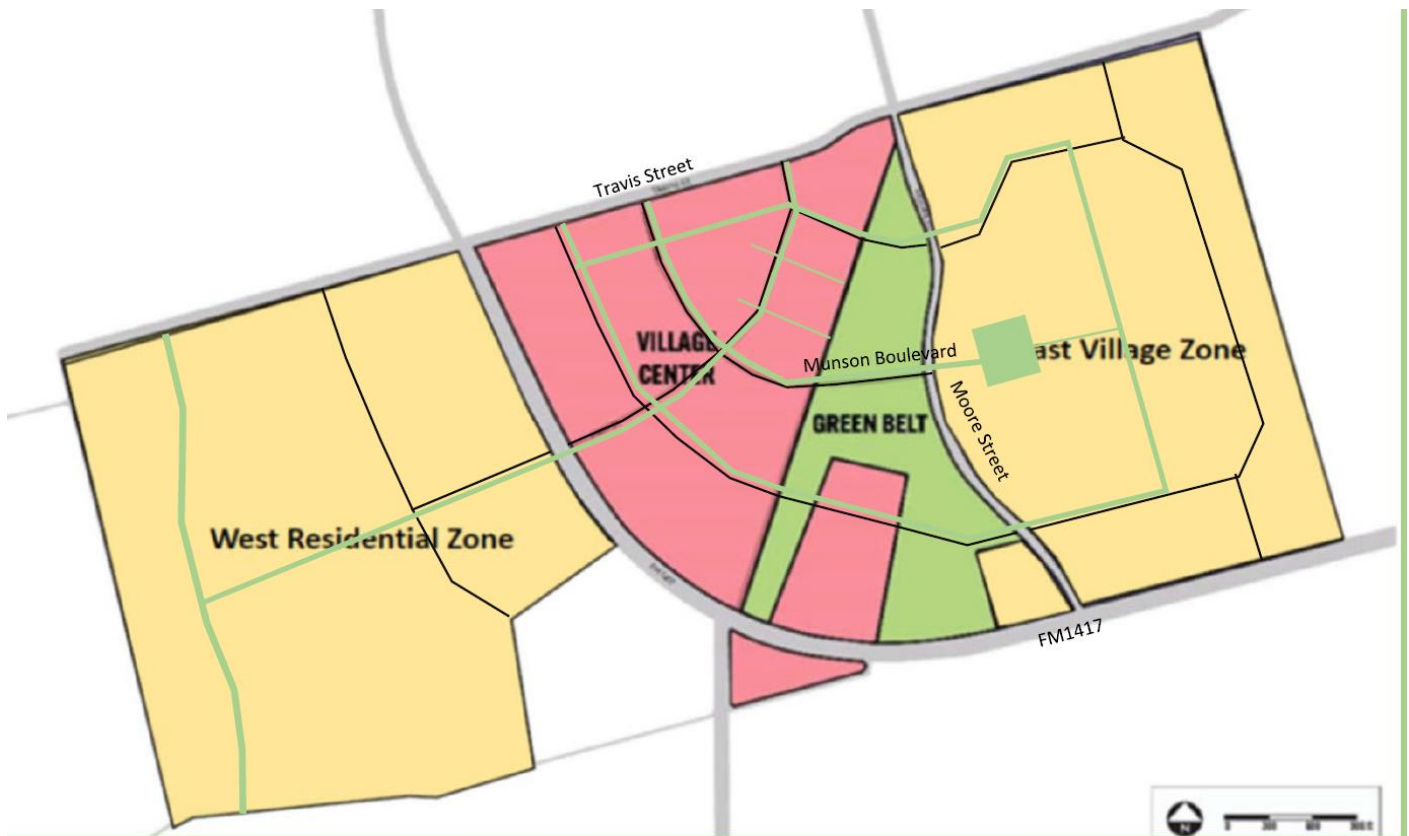


Figure 4 – Village Center Districts

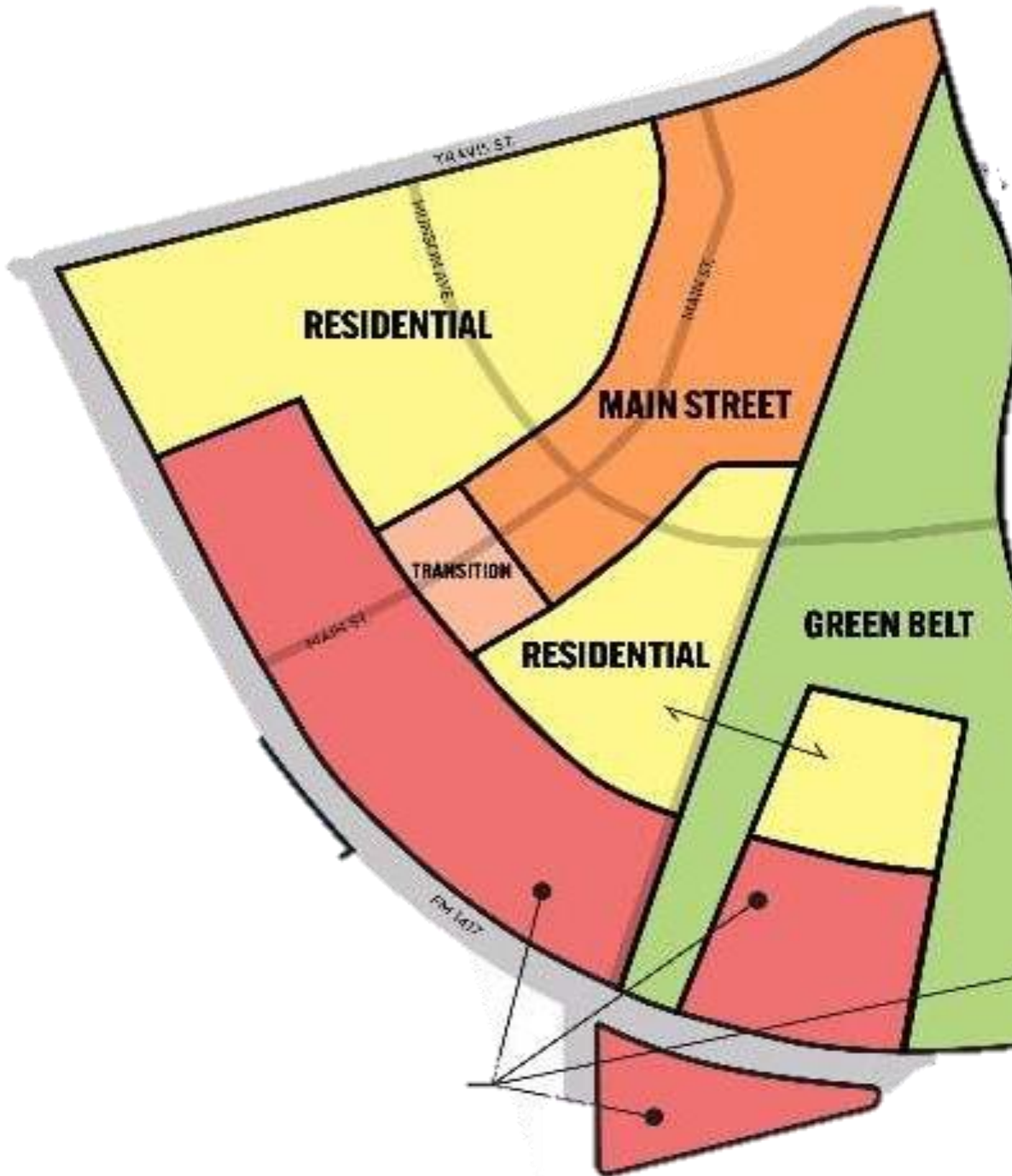


Figure 5 – East Village Districts

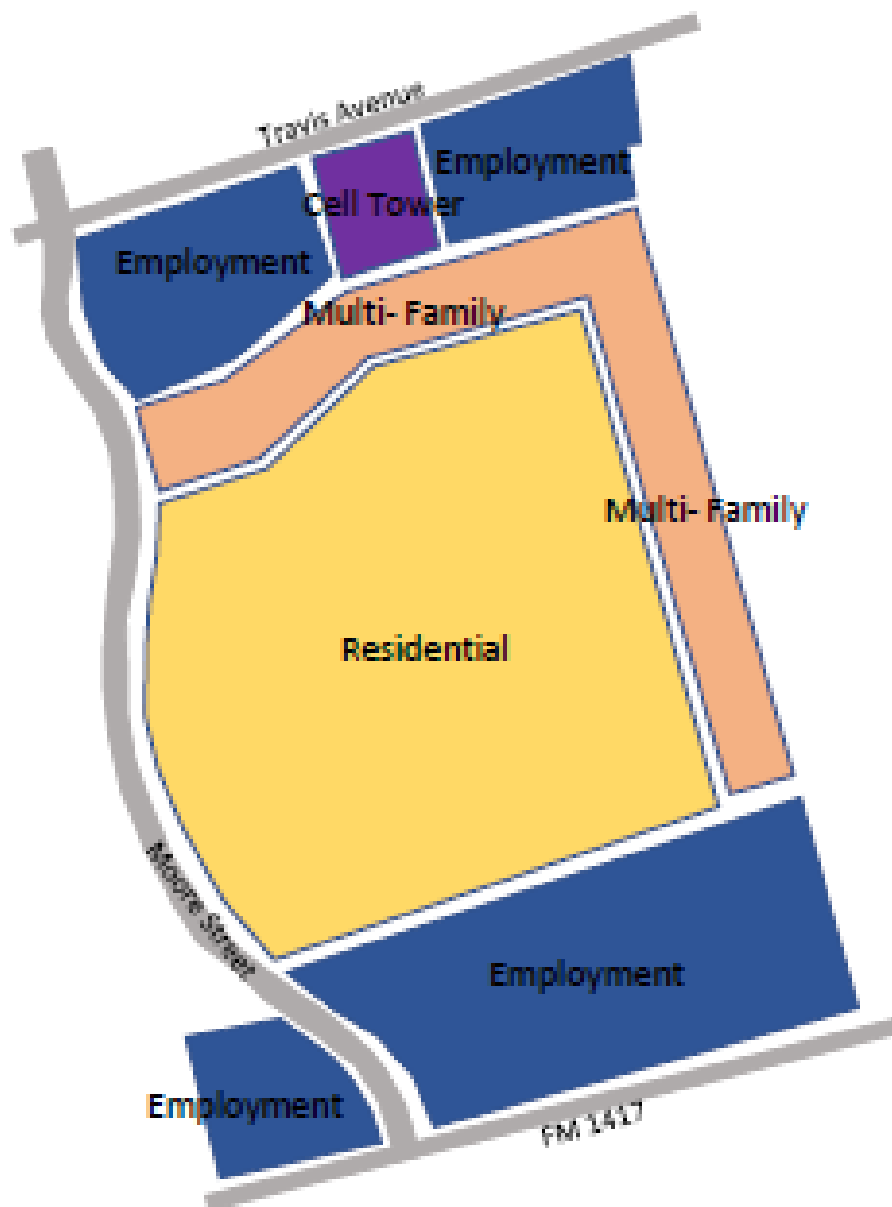


Figure 6 – West Residential Districts

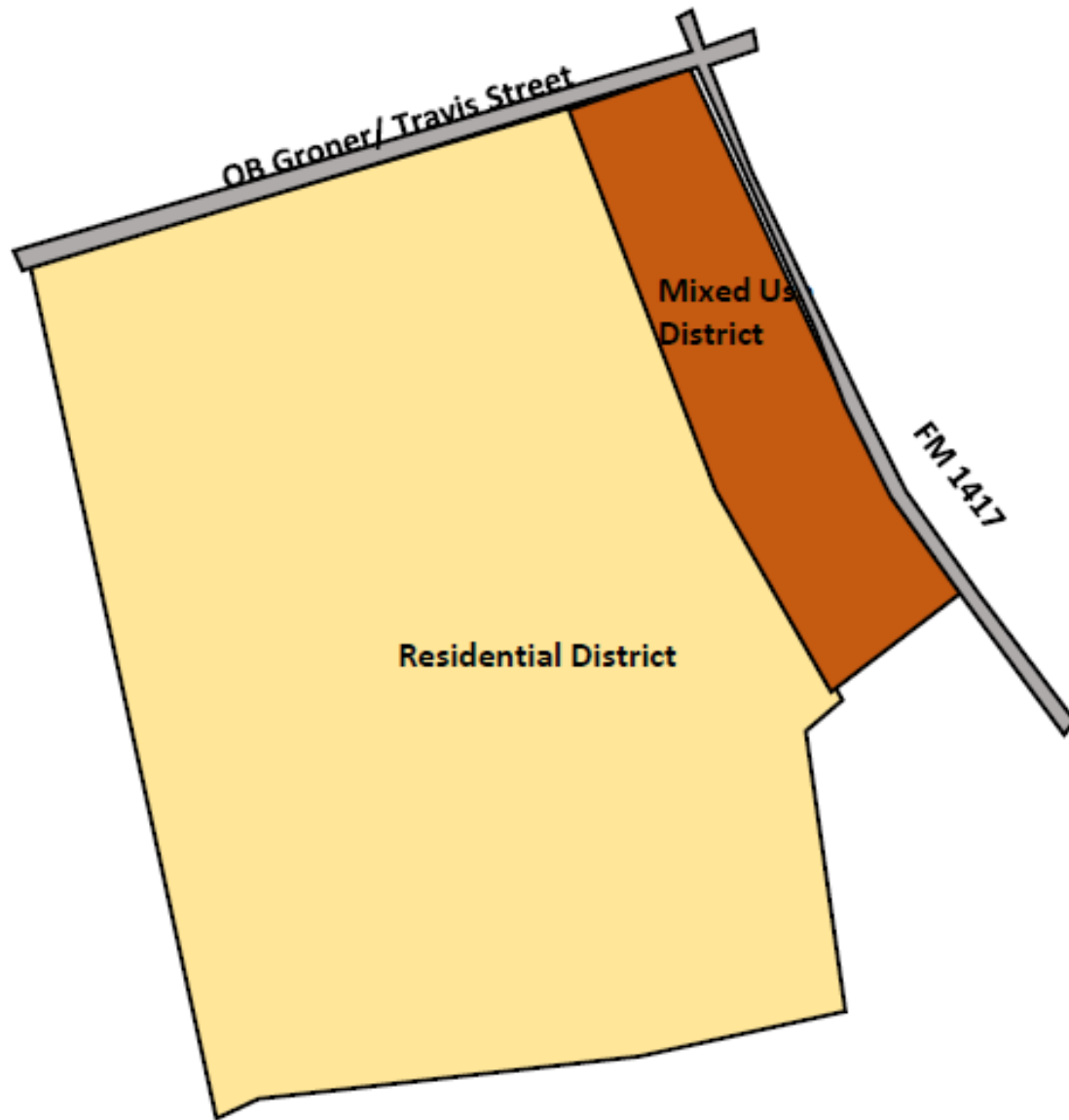


Figure 7 – Greenbelt

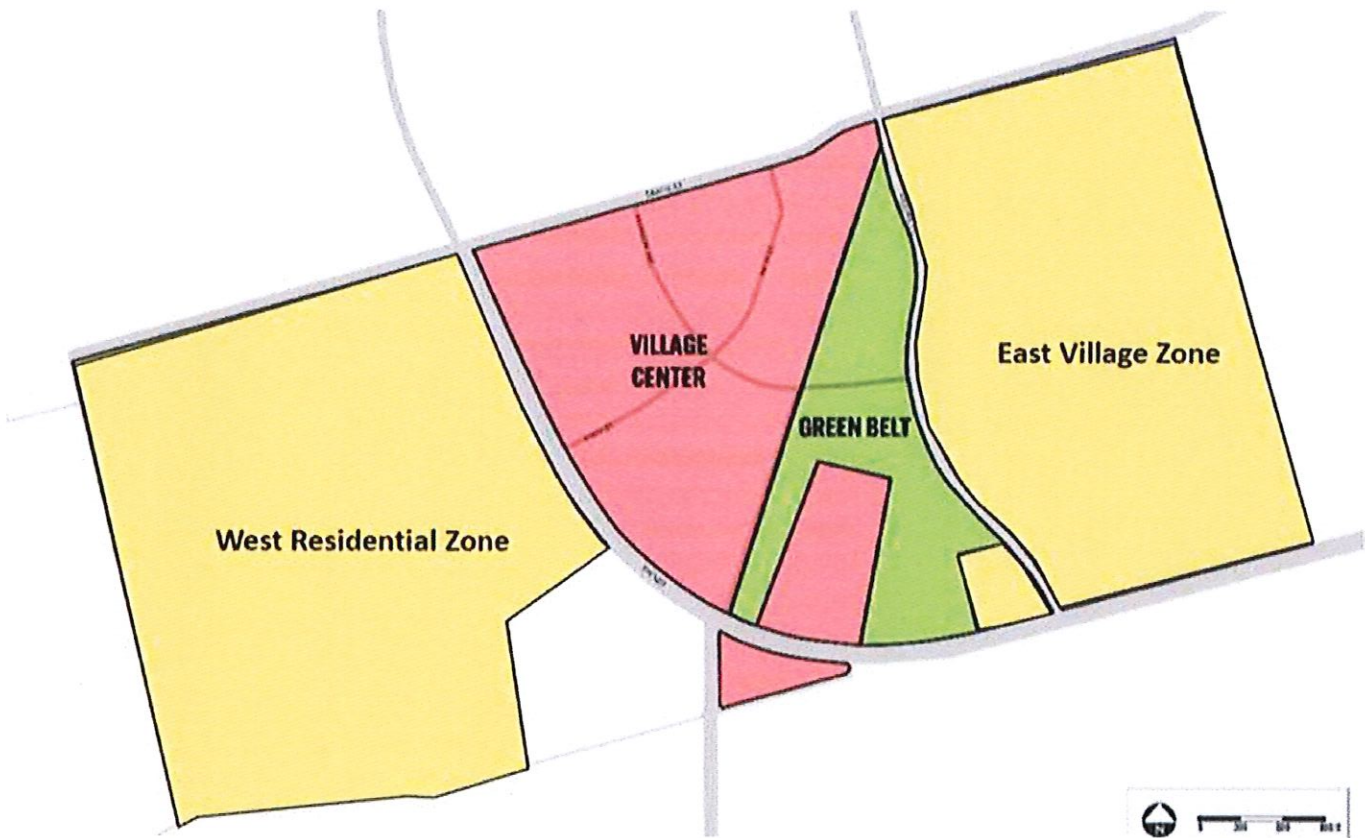


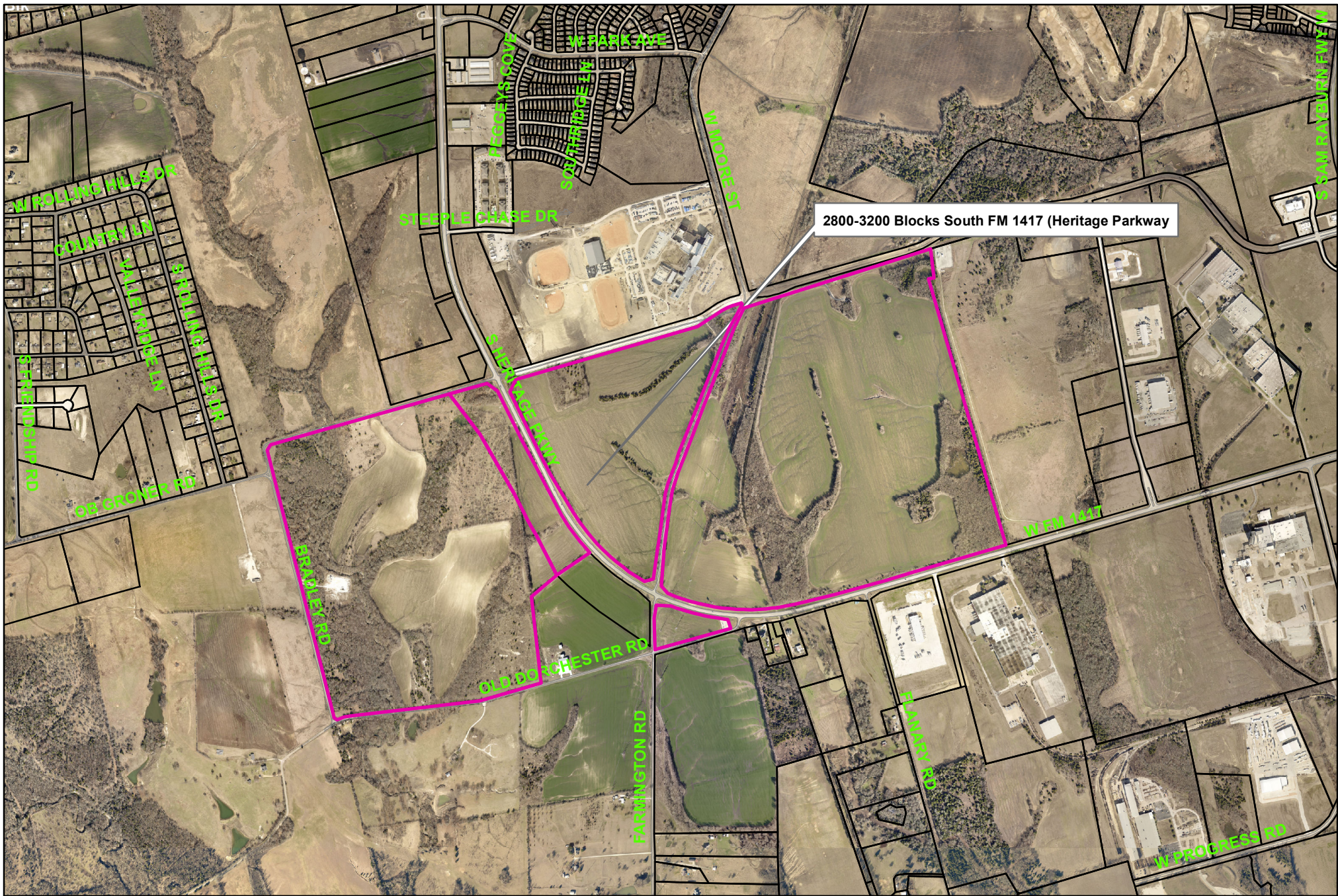
Exhibit C - Zoning Exhibit

The Village Planned Development

Appendix – B – Plan Graphics

Figure 1 - Conceptual Master Plan





2800-3200 Blocks South FM 1417 (Heritage Parkway)

City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 1,500 ft


$$1 \text{ in} = 2,000 \text{ ft}$$

2800-3200 Blocks South FM 1417 (Heritage Parkway)





STAFF REVIEW LETTER

October 12, 2021

The Munson Realty Company
305 Woodward Street
Denison, TX 75020

Jones I Carter
2805 Dallas Parkway, Ste. 600
Plano, TX 75093

JR Urban Advisors
211 North Ervay St., Ste. 600
Dallas, TX 75201

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75020

Dear Applicants,

The request to Amend Village Planned Development (Ord. 6253) and site plan approval under Ordinance No. 2280, Section 6.12 located in the 2800-3200 blocks South FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 19, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the Planned Development Ordinance must be followed. (*Chapter 14, Exhibit A, Section 6.2*)
2. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 7.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

2800-3200 BLOCKS SOUTH FM 1417 (HERITAGE PARKWAY)

The request of The Munson Realty Co. (Owners), JR Urban Advisors, John Ruggieri (Planning & Urban Design) Jones I Carter (Civil Engineer) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 2800-3200 Blocks South FM 1417 (Heritage Parkway), being 624.473 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Amend a Planned Development and conceptual master plan under Ordinance No. 2280, Section 6.12. for The Village Planned Development (Ord. 6253).

Background:

The property is located in the 2800-3200 blocks of South FM 1417 (Heritage Parkway) between Moore Street, West Travis Street and West O.B. Groner Road. A Planned Development was approved for Village Planned Development by Ordinance 6253, October 7, 2019.

The Village Planned Development is a mixed-use community of commercial and residential opportunities complimented by almost twenty percent of the land area set aside as parks, open space or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of employment, residential, commercial, recreational uses in proximity to one another.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

M-1 (Light Manufacturing) District

Origination:

The Munson Realty Co. (Owners)
JR Urban Advisors, John Ruggieri (Planning & Urban Design)
Jones I Carter (Civil Engineer)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

and

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

10

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Planned Development
Ord 6253
Staff Review Letter
Letter from Halff



Memo to: City of Sherman

October 12, 2021

The Village Planned Development (PD) Amendment Review

C/O: Rob Rae, AICP, Director of Development Services

Rob,

Per the requested review of the submitted The Village PD Amendment, Halff has now completed a review of that submission and provided in this memo a few remaining comments in conjunction with staff. This review was based on the draft submitted for P&Z (dated 09-24-21).

Halff's task during this process was to review the proposed PD amendment to ensure that the final document is consistent with the City's PD ordinance. The ordinance intent is clear in its purpose statement - *"A PD district may be used to permit innovative and superior land utilization concepts not permitted by other zoning districts in this ordinance."*

The Village PD is a detailed and thorough PD that addresses multiple land uses and densities to acknowledge its location along major thoroughfares and extensive acreage. The PD provides elements of design, site characteristics and compatibility necessary for this type of development plan. There are anticipated to be several residential product types and densities, along with extensive retail and employment that easily clear the requirements for multi-use. While there is open space envisioned in the middle of the development, there remains some questions in regard to what type of "public destination" this will be, as details are lacking at this time. It is also unclear how the large open space area will connect to the residential areas to the east and west. A general street network and is present, positively supporting the land uses, but could be enhanced to show general locations of collector roadways through the residential areas.

The components of the PD have been achieved as provided in the Development Plan and Conceptual Plan, both of which consider a balanced and organized structure to the land development framework. The enhancements required in the ordinance, including variety of housing types, pedestrian-friendly open space connectivity, quality architecture and site features, are all presented in a manner that is understandable and supportive of the overarching theme of the project. As mentioned, there are a few tweaks that could be made to enhance the open space and roadways. By and large, we appreciate the work of the project team to respond to extensive review comments and adjust details in order to improve the technical aspects of the document. The development team has had extensive discussions with Halff and Sherman planning staff and there have been great strides to prepare this document for the Commission. Generally, the proposed PD is consistent and supportive of the City of Sherman PD ordinance elements and I recommend conditional approval.

Reviewed by: Chelsea Irby, AICP

A handwritten signature in black ink, appearing to read "C. Irby", is placed over a light gray rectangular background.

Senior Planner, Halff Associates, Inc.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 2.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6429

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District, located at 6350 Theresa Drive, being 8.42 Acres in the Daniel C. Shelp Survey, Abstract No. 1097 (W. Scott Weismann III, Owner; Michael Ufer, Applicant; and Sartin & Associates Surveying, Surveyor); Providing for a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of W. Scott Weismann III (Owner), Michael Ufer (Applicant) and Sartin & Associates Surveying (Surveyor) concerning the property located at 6350 Theresa Drive, being 8.42 acres in the Daniel C. Shelp Survey, Abstract No. 1097 for *zone change approval from an M-2 (Heavy Manufacturing) District to an R-1 (One-Family Residential) District.*

Background:

The property is located at 6350 Theresa Drive; the southwest corner of FM 691 and Theresa Drive. The property is zoned an M-2 (Heavy Manufacturing) District and located in the O-1.3 (FM 691) Overlay District. The owner would like to construct a 1,300 square foot main cabin with four 420 square foot attached cabins and a 1,000 square foot garage. Six parking spaces will be provided. If this property were to be used as a Bed and Breakfast, it would require a Specific Use Permit.

Origination:

W. Scott Weismann III (Owner)

Michael Ufer (Applicant)

Sartin & Associates Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 22, 2021 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6429

Exhibit A

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Building Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6429

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 6350 THERESA DRIVE, BEING 8.42 ACRES IN THE DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097 (W. SCOTT WEISMANN III, OWNER; MICHAEL UFER, APPLICANT; AND SARTIN & ASSOCIATES SURVEYING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Legal Description/Field Notes**, attached hereto, located at 6350 Theresa Drive, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-1 (One-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of November, 2021.

ADOPTED on this the 15th day of November, 2021.

EFFECTIVE DATE on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

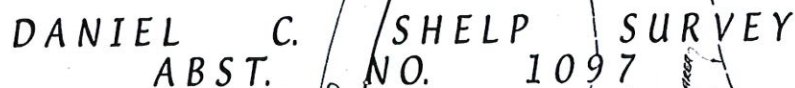
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

DANIEL C. SHELPS SURVEY
ABST. NO. 1097



The approximate flood hazard area shown hereon was scaled from the FIRM Flood Insurance Rate Map of Grayson County, Texas, and Incorporated Areas, Map Number 48181C0132 E, Map Revised July 17, 1995. This statement does not reflect any type of flood study by this firm, and shall not create liability on the part of the surveyor.

Marshall Sartin, R.P.L.S. #3694
August 5, 1998

Bearings are based on monuments found,
and F. M. Highway No. 691 right-of-way
map.

EXHIBIT "A"

Property Legal Description

SITUATED in the County of Grayson, State of Texas, being a part of the DANIEL C. SHIELP SURVEY; Abstract No. 1097, being a part of a 95 1/5 acre tract of land conveyed by Anna M. Davis to Ralph M. Davis by deed dated May 24, 1944, recorded in Volume 856, Page 306, Deed Records, Grayson County, Texas, being the same property described as being 8.248 acres in Tract No. 3 in deed from Henry J. Crowley to Howard P. Garson, dated December 1, 1980, recorded in Volume 1644, Page 572, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found spike nail at the intersection of the center of a public road known as Theresa Drive, the East line of said 95 1/5 acre tract, with the South right-of-way line of F. M. Highway No. 691, said nail maintaining the Northeast corner of said 8.248 acre tract;

THENCE South 41 deg. 34 min. 40 sec. West, with the center of said Theresa Drive, the East line of said 95 1/5 acre tract, passing the most Northerly corner of a 1.931 acre tract of land conveyed by Joe P. Cox, III to Sonesta Properties, Inc. by deed dated January 8, 1986, recorded in Volume 1797, Page 68, Real Property Records, Grayson County, Texas, and continuing with a West line of said 1.931 acre tract, leaving said road at a turn to the South, and continuing for a total distance of 1038.80 feet to a set 1/2 inch rebar for the most Southerly corner of said 95 1/5 acre tract, an angle point in the West line of said 1.931 acre tract, on the East line of a 36.60 acre tract of land conveyed by Lattimore Materials Company to Lattimore Industries, Inc. by deed dated August 2, 1976, recorded in Volume 1355, Page 673, Deed Records, Grayson County, Texas;

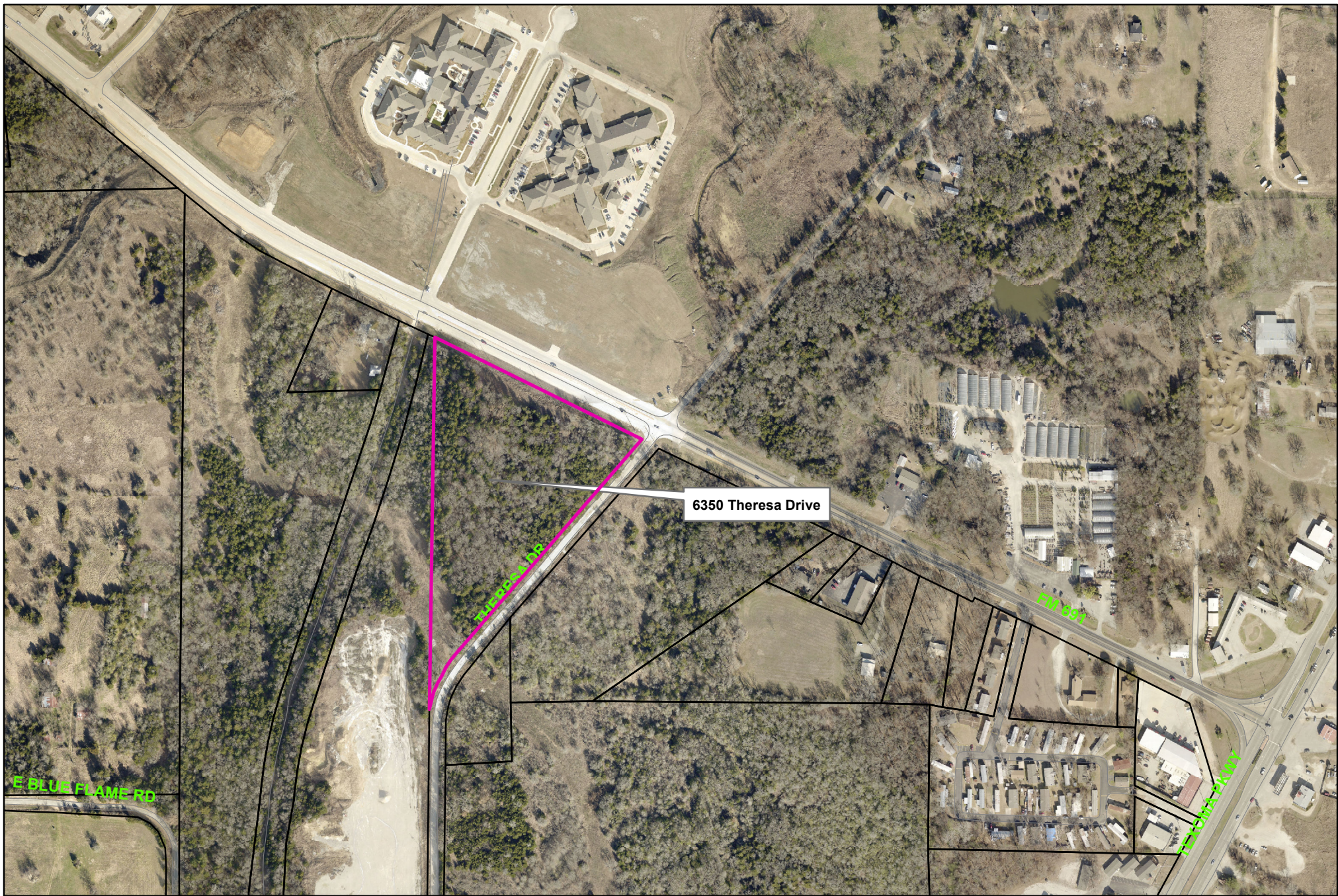
THENCE North 01 deg. 41 min. 30 sec. East, with the West line of said 95 1/5 acre tract, the East line of said 36.60 acre tract, a distance of 1106.95 feet to a set 1/2 inch rebar for the Northeast corner of said 36.60 acre tract, at the intersection of the West line of said 95 1/5 acre tract with the South right-of-way line of said F. M. Highway No. 691;

THENCE in a Southeasterly direction with the South right-of-way line of said F. M. Highway No. 691, the following calls and distances:

South 62 deg. 35 min. 00 sec. East, a distance of 568.49 feet to a concrete monument;

North 27 deg. 25 min. 00 sec. East, a distance of 10.00 feet to a concrete monument;

South 62 deg. 35 min. 00 sec. East, a distance of 166.13 feet to the place of beginning and containing 8.42 ACRES OF LAND more or less.



Sherman
CLASSIC TOWN. BROAD HORIZON.

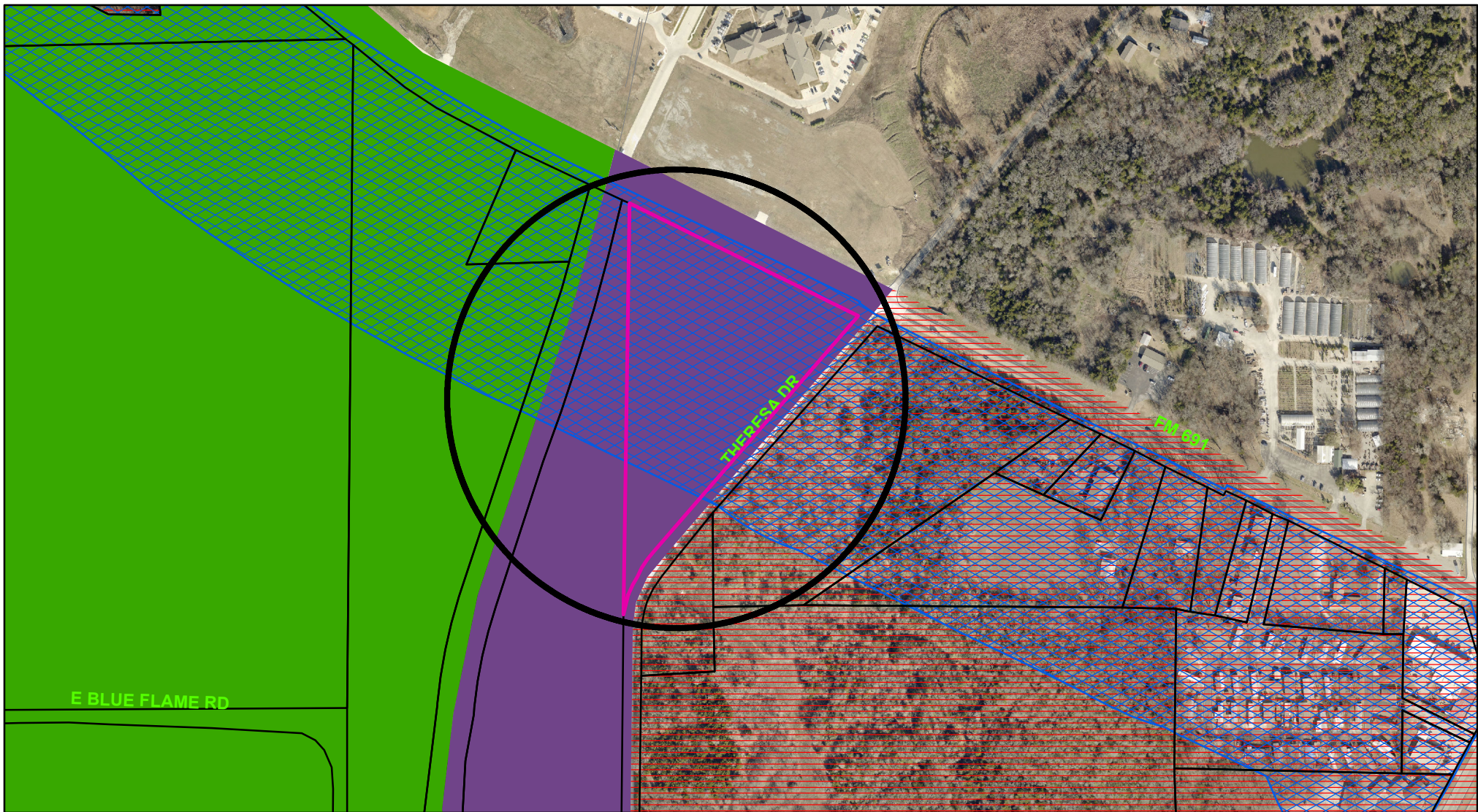
City of Sherman, Texas
Development Services Department

6350 Theresa Drive



NOT TO SCALE

1 in = 400 ft



Zoning - 6350 Theresa Drive

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Ballock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development



City of Sherman, Texas
Development Services Department

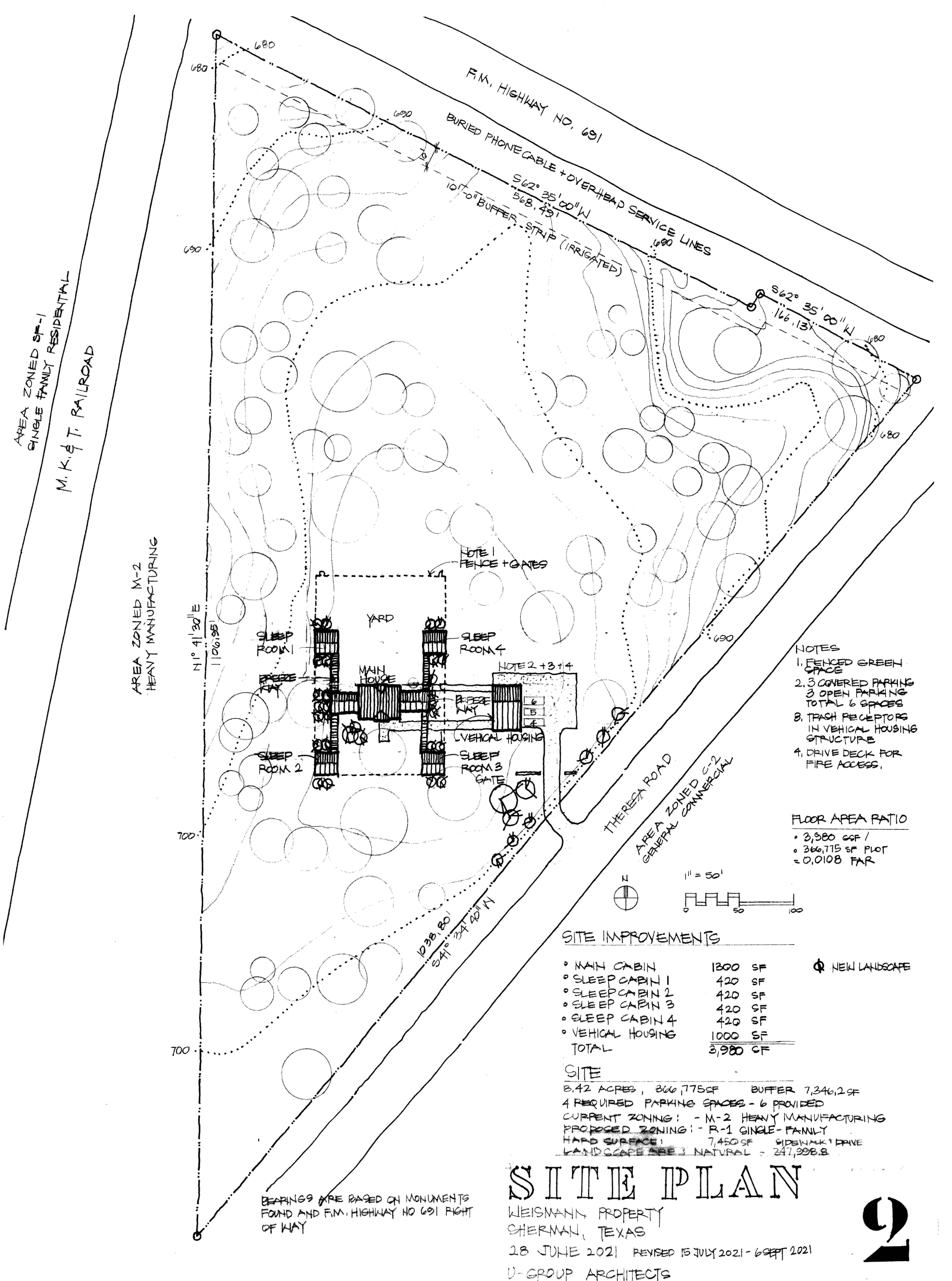


NOT TO SCALE

1 in = 400 ft

6350 Theresa Drive





AREA ZONED SF-1
SINGLE FAMILY RESIDENTIAL
M. K. & T. RAILROAD

AREA ZONED M-2
HEAVY MANUFACTURING

F.M. HIGHWAY NO. 691
BURIED PHONE CABLE + OVERHEAD SERVICE LINES
S62° 35' 00" W
568.49'
10' 0" BUFFER STRIP (IRRIGATED)

S62° 35' 00" W
166.13'

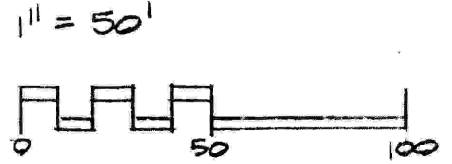
NOTE 1
FENCE + GATES

NOTE 2 + 3 + 4

- NOTES
- 1. FENCED GREEN SPACE
 - 2. 3 COVERED PARKING
 - 3. OPEN PARKING TOTAL 6 SPACES
 - 3. TRASH RECEPTORS IN VEHICAL HOUSING STRUCTURE
 - 4. DRIVE DECK FOR FIRE ACCESS.

FLOOR AREA RATIO
• 3,980 GSF /
• 366,775 SF PLOT
= 0.0108 FAR

THERESA ROAD
AREA ZONED C-2
GENERAL COMMERCIAL



SITE IMPROVEMENTS

• MAIN CABIN	1300 SF
• SLEEP CABIN 1	420 SF
• SLEEP CABIN 2	420 SF
• SLEEP CABIN 3	420 SF
• SLEEP CABIN 4	420 SF
• VEHICAL HOUSING	1000 SF
TOTAL	3,980 SF

⊕ NEW LANDSCAPE

SITE

3.42 ACRES, 366,775 SF BUFFER 7,346,2 SF
4 REQUIRED PARKING SPACES - 6 PROVIDED
CURRENT ZONING: - M-2 HEAVY MANUFACTURING
PROPOSED ZONING: - R-1 SINGLE-FAMILY
HARD SURFACE: 7,450 SF SIDEWALK + DRIVE
LANDSCAPE SEE J. NATURAL: 247,998.8

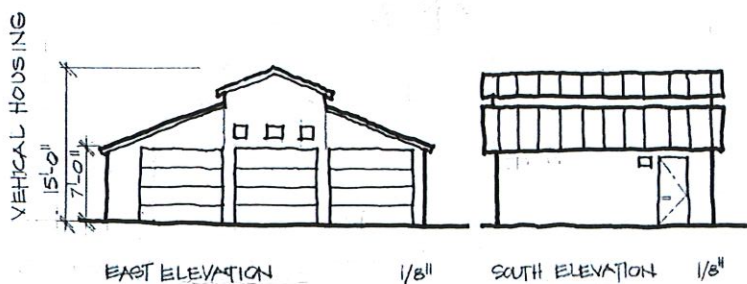
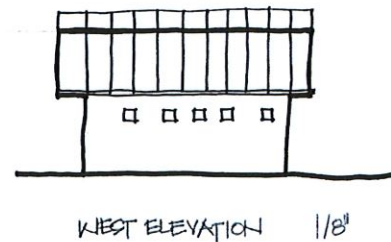
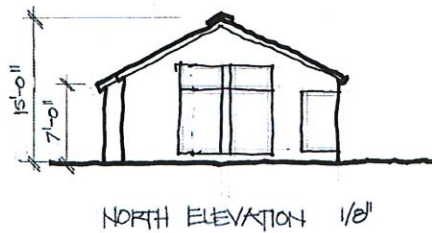
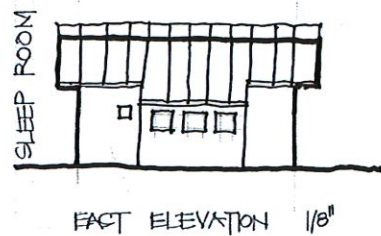
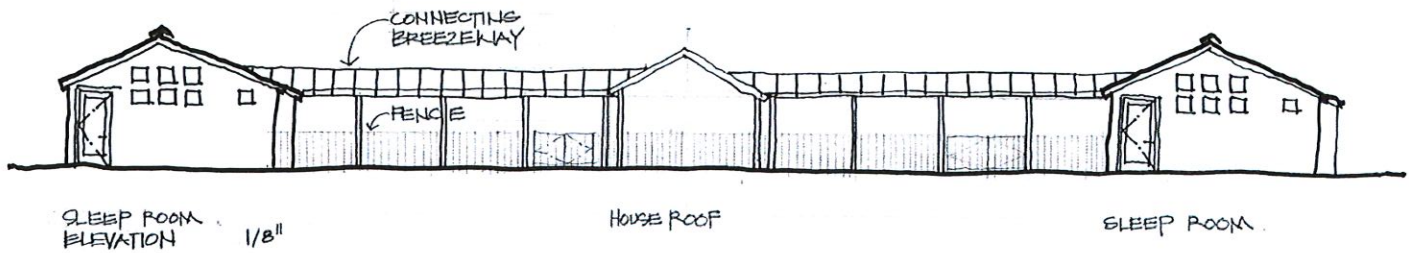
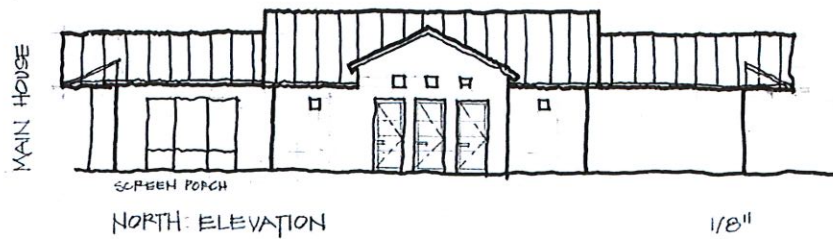
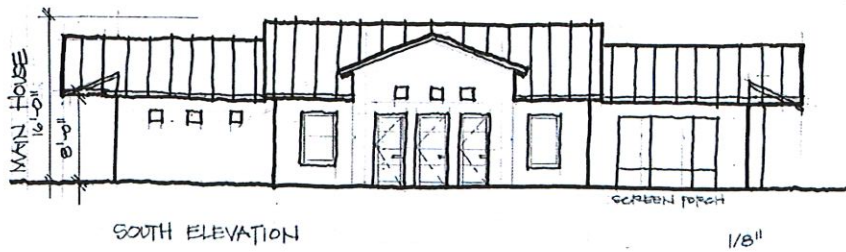
BEARINGS ARE BASED ON MONUMENTS
FOUND AND F.M. HIGHWAY NO 691 RIGHT
OF WAY

SITE PLAN

WEISMANN PROPERTY
SHERMAN, TEXAS

28 JUNE 2021 REVISED 15 JULY 2021 - 6 SEPT 2021

U-GROUP ARCHITECTS



ELEVATIONS

WIEGMANN PROPERTY
SHERMAN, TEXAS

28 JUNE 2021 REVISED 15 JULY 2021 - 6 SEPT 2021
U-GROUP ARCHITECTS

STAFF REVIEW LETTER

October 12, 2021

W. Scott Weismann
6422 La Manga Drive
Dallas, TX 75248

Michael Ufer
6538 La Manga Drive
Dallas, TX 75248

Dear Applicants,

The request for a zone change approval under Ordinance No. 2280, Section 12, from an M-2 (Heavy Manufacturing) District to an R-1 (One-Family Residential) District located at 6350 Theresa Drive has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 19, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) and Sec. 17*)
2. Fire access lanes and codes shall be coordinated with the Fire Marshal 903-892-7267.
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b)*)
6. The buildings must be attached to be in compliance with the R-1 (One-Family Residential) District.
7. The land and buildings may be occupied and used only for the use for which the zoning permit is issued. (*Chapter 14, Exhibit A, Section 8, Subsection 3*)

Engineering:

8. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
9. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
10. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
11. The location of the trash receptors must be approved by the Public Works Department.
12. Water main must be extended in accordance with City criteria within FM Highway 691 to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282*
13. Internal water and sewer lines will be privately owned and maintained.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 12.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

6350 THERESA DRIVE

The request of W. Scott Weismann III (Owner), Michael Ufer (Applicant) and Sartin & Associates Surveying (Surveyor) concerning the property located at 6350 Theresa Drive, being 8.42 acres in the Daniel C. Shelp Survey, Abstract No. 1097, as follows:

Planning and Zoning Commission

Zone change approval under Ordinance No. 2280, Section 12, from an M-2 (Heavy Manufacturing) District to an R-1 (One-Family Residential) District.

Background:

The property is located at 6350 Theresa Drive; the southwest corner of FM 691 and Theresa Drive. The property is zoned an M-2 (Heavy Manufacturing) District and located in the O-1.3 (FM 691) Overlay District. The owner would like to construct a 1,300 square foot main cabin with four 420 square foot attached cabins and a 1,000 square foot garage. Six parking spaces will be provided. The owner has indicated to staff that the property would only be used by his family and extended family and that the property would not be used for short-term rental.

Adjacent Zoning:

SF-1 (Single -Family Residential) District

C-2 (General Commercial) District

M-2 (Heavy Manufacturing) District

Origination:

W. Scott Weismann III (Owner)

Michael Ufer (Applicant)

Sartin & Associates Surveying (Surveyor)

Master Plan Designation:

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.

Number of notices mailed:

4

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan

Building Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 3.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6430

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-1 (Retail Business) District, located in the 6000-6400 Blocks of South U.S. Highway 75 and th 100 - 200 Block of Akers Road, being 14.949 Acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 (Jamestown Square, LLC, Owner; Cope Equities, James Cruse, Representative/Developer; Hickman Consulting Engineers, Civil Engineer; DBA Architects, Architect; Billy Peck Construction, Contractor; Carroll Consulting Group, Inc. and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Jamestown Square, LLC (Owner), Cope Equities, James Cruse (Representative/Developer), Hickman Consulting Engineers (Civil Engineer), DBA Architects (Architects), Billy Peck Construction (Contractor), Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, being 14.949 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 for a *zone change approval from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District.*

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The property is zoned an M-1.5 (Medium Manufacturing) District.

The owner would like to divide separate tracts to develop commercial, multi-family (apartments & townhomes) and single-family homes. The owner is requesting to rezone this tract to a C-1 (Retail Business) District for development of the following:

- Lot 1 A - 70,000 sq. ft commercial space (4 buildings - 17,500 sq. ft.)
- Lot 1 B - 1 building, 8,604 square feet commercial space
- Lot 1 C - 1 building, 8,604 square feet, Quick Serve Retail
- Lot 1 D - 1 building, 4,697 square feet, Quick Serve Retail

Conceptual site plan was approved by the Planning and Zoning Commission on October 19th, 2021 including building elevations. The applicant or future owners/developers may choose to develop this site different with site plan approval from the Planning and Zoning Commission.

Origination:

Jamestown Square, LLC (Owner)

Cope Equities, James Cruse (Representative/Developer)

Hickman Consulting Engineers (Civil Engineer)

DBA Architects (Architects)

Billy Peck Construction Contractor)

Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors)

Financial Consideration:

None

Staff Recommendation:

At the June 22, 2021 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6430

Exhibit A - Survey & Field Notes

Location Map

Zoning Map

Zoning Sign Photo

Site Plan - C-1

Conceptual Building Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6430

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, LOCATED IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 14.949 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, JAMES CRUSE, REPRESENTATIVE/DEVELOPER; HICKMAN CONSULTING ENGINEERS, CIVIL ENGINEER; DBA ARCHITECTS, ARCHITECTS; BILLY PECK CONSTRUCTION, CONTRACTOR; CARROLL CONSULTING GROUP, INC. AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey/Field Notes**, attached hereto, located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of November, 2021.

ADOPTED on this the 15th day of November, 2021.

EFFECTIVE DATE on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A - Survey/Field Notes

TRACT 1

BILLY MAYFIELD MCCRAW, II
35.0 ACRES
INST.# 2020-8414
O.P.R.G.C.T.

N85°47'19"E 45.12'
N85°44'01"E 145.05'

N74°27'42"E
36.05'

JOHN CHRONISTER SURVEY, A-248
WILLIAM MARTIN SURVEY, A-765

U.S. HIGHWAY NO. 75
U.S. HIGHWAY 75 SERVICE ROAD
N10°16'56"E 1944.48'

1/2" I.P.F.

TRACT 2 - 4.521 ACRES

CREEK CENTERLINE

TRACT 1 - 50.006 ACRES
JAMESTOWN SQUARE, LLC
INST.# 2021-23519

AKERS CEMETERY

TRACT 1
651158 S.F.
14.949 AC

JAMESTOWN SQUARE, LLC
INST.# 2021-23519
O.P.R.G.C.T.

S10°16'56"W 1118.26'

S05°50'00"W
56.30'

BILLY DENSMORE
5.117 ACRES
VOL. 4404, PG. 542
O.P.R.G.C.T.

S04°34'55"E
477.04'

AKERS ROAD

POINT OF BEGINNING

1/2" I.P.F.

S81°06'40"W
73.32'

S73°53'21"W
429.23'

SHERMAN CENTRAL ASSOCIATES, LP
53.642 ACRES
VOL. 5706, PG. 240
O.P.R.G.C.T.



0' 250'

GRAPHIC SCALE:

1 INCH = 250 FEET

TRACT 1

STATE OF TEXAS
COUNTY OF GRAYSON

Being a tract of land situated in the John Chronister Survey, Abstract No. 248 and in the William Martin Survey, Abstract No. 765, City of Sherman, Grayson County, Texas and being part of Tract 1 a 50.006 acre tract of land and all of Tract 2 a 4.521 acre tract of land as conveyed to Jamestown Square, LLC by deed recorded in Instrument No. 2021-23519, Official Public Records, Grayson County, Texas and being more particularly described as follows:

Beginning at a 1/2" iron pin found on the east right-of-way line of U.S. Highway No. 75 and on the south line of Akers Road and for the southwest corner of said 4.521 acre tract and the northwest corner of a 53.642 acre tract of land conveyed to Sherman Central Associates, LP by deed recorded in Volume 5706, Page 240, Official Public Records, Grayson County, Texas;

Thence, North 10°16'56" East, along the west line of said 4.521 acre tract and the east right-of-way line of U.S. Highway No. 75, at a distance of 33.43 feet passing a 1" iron pin found on the north line of Akers Road and continuing for a total distance of 1944.48 feet to a 1/2" iron pin found for the northwest corner of said 4.521 acre tract and the southwest corner of a 35.0 acre tract of land conveyed to Billy Mayfield McCraw, II by deed recorded in Instrument No. 2020-8414, Official Public Records, Grayson County, Texas;

Thence, North 85°44'01" East, along the north line of said 4.521 acre tract and the south line of said 35.0 acre tract, a distance of 145.05 feet to a point for the northeast corner of said 4.521 acre tract and the northwest corner of said 50.006 acre tract;

Thence, North 85°47'19" East, along the north line of said 50.006 acre tract and the south line of said 35.0 acre tract, a distance of 45.12 feet to a 1/2" iron pin found for corner;

Thence, North 74°27'42" East, along the north line of said 50.006 acre tract and the south line of said 35.0 acre tract, a distance of 36.05 feet to a point for corner;

Thence, South 24°45'06" East, a distance of 192.43 feet to a point for corner;

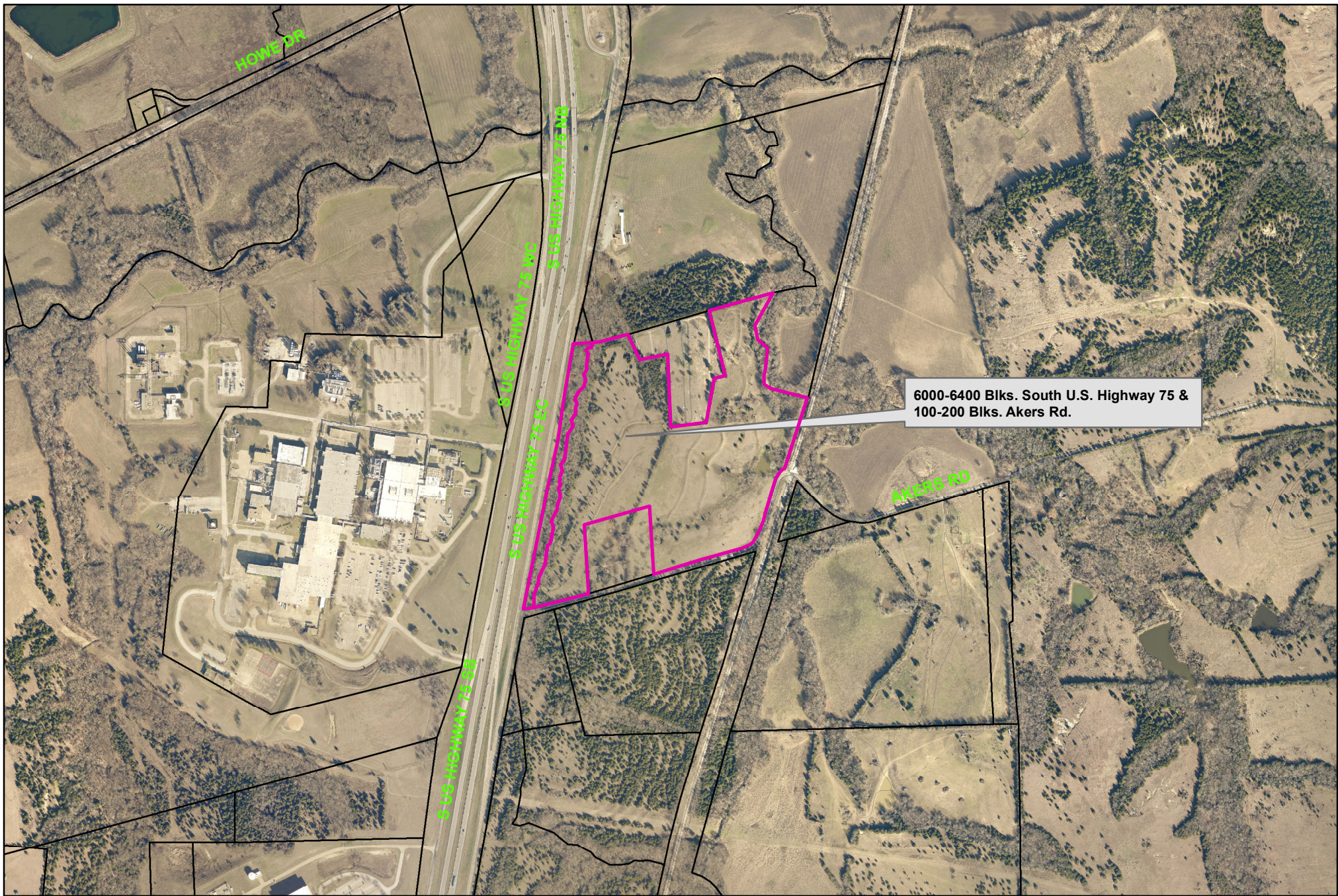
Thence, South 10°16'56" West, a distance of 1118.26 feet to a point for corner;

Thence, South 05°50'00" West, a distance of 56.30 feet to a point for a re-entrant corner of said 50.006 acre tract and the northwest corner of a 5.117 acre tract of land conveyed to Billy Densmore by deed recorded in Volume 4404, Page 542, Official Public Records, Grayson County, Texas;

Thence, South 04°34'55" East, along the an east line of said 50.006 acre tract and the west line of said 5.117 acre tract, a distance of 477.04 feet to a point in Akers Road for the southwest corner of said 5.117 acre tract and a southeast corner of said 50.006 acre tract and being on the north line of said 53.642 acre tract;

Thence, South 73°53'21" West, along the south line of said 50.006 acre tract, the south line of said 4.521 acre tract, the north line of said 53.642 acre tract and the south line of said Akers Road, a distance of 429.23 feet to a point for corner;

Thence, South 81°06'40" West, along the south line of said 50.006 acre tract, the south line of said 4.521 acre tract, the north line of said 53.642 acre tract and the south line of said Akers Road, a distance of 73.32 feet to the Point of Beginning and containing 651,158 square feet or 14.949 acres of land.

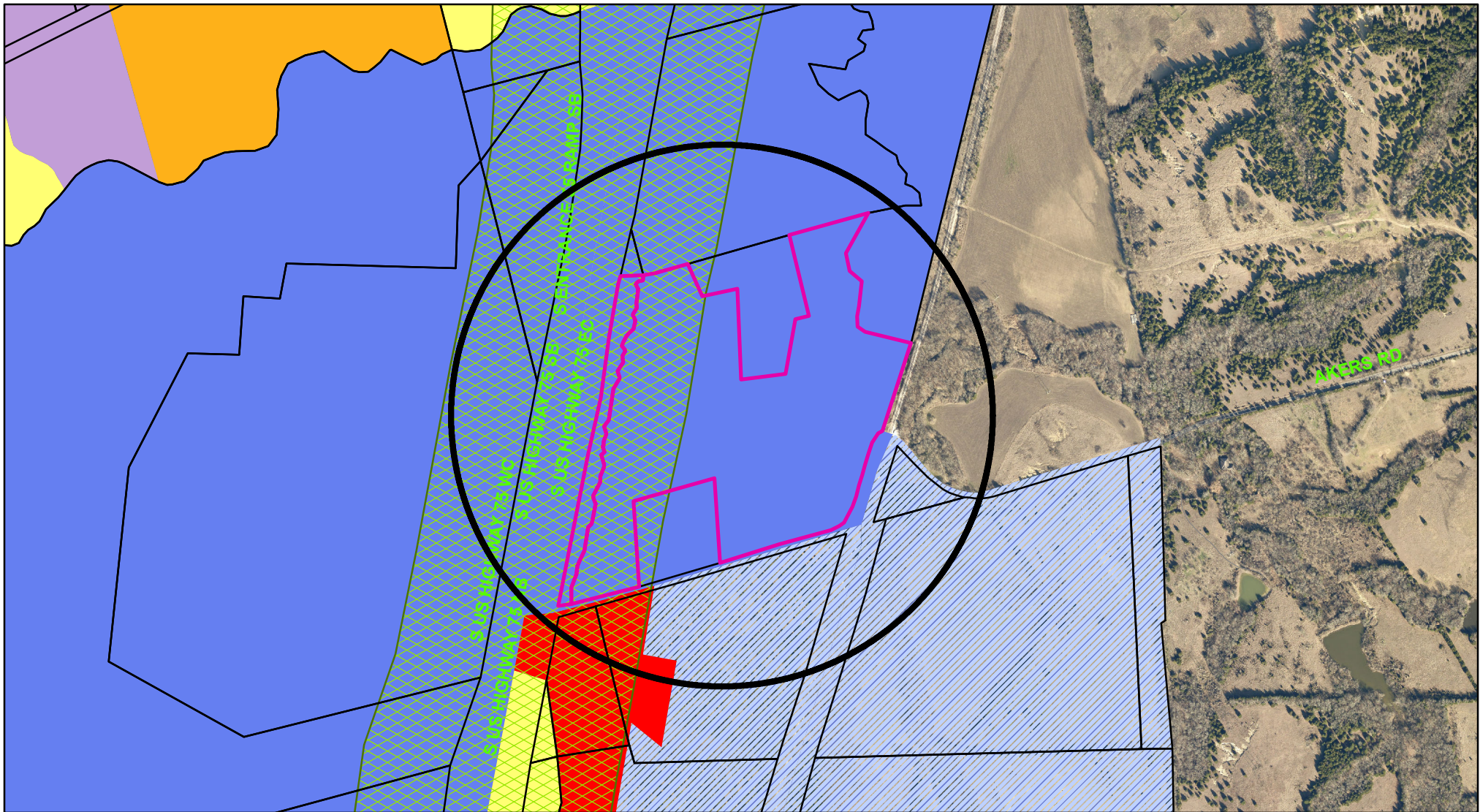


City of Sherman, Texas
Development Services Department

6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road



1 in = 900 ft



Zoning - 6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road

Legend

Special Districts Overlay

DISTRICT_NAME
Arts and Cultural District
Black Commercial Overlay District
Central Business District
College Park District
Downtown Overlay District
Historic Preservation District
Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

FM 1417
Sam Rayburn Freeway
US Hwy 82 and 75
SH 289
FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown
BIP Blalock Industrial Park
C-1 Retail Business District
C-2 General Commercial District

CO Office District
Lakes
M-1 Light Manufacturing District
M-1.5 Medium Manufacturing District
M-2 Heavy Manufacturing District
MH Manufacturing Housing District
R-1 One Family Residential District
R-2 Multi-Family Residential District
R-A Single Family Agricultural District
SF-1 Single Family Residential District
PD Planned Development



City of Sherman, Texas
Development Services Department

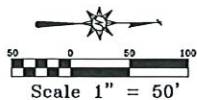


NOT TO SCALE

1 in = 800 ft

6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road





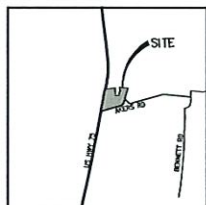
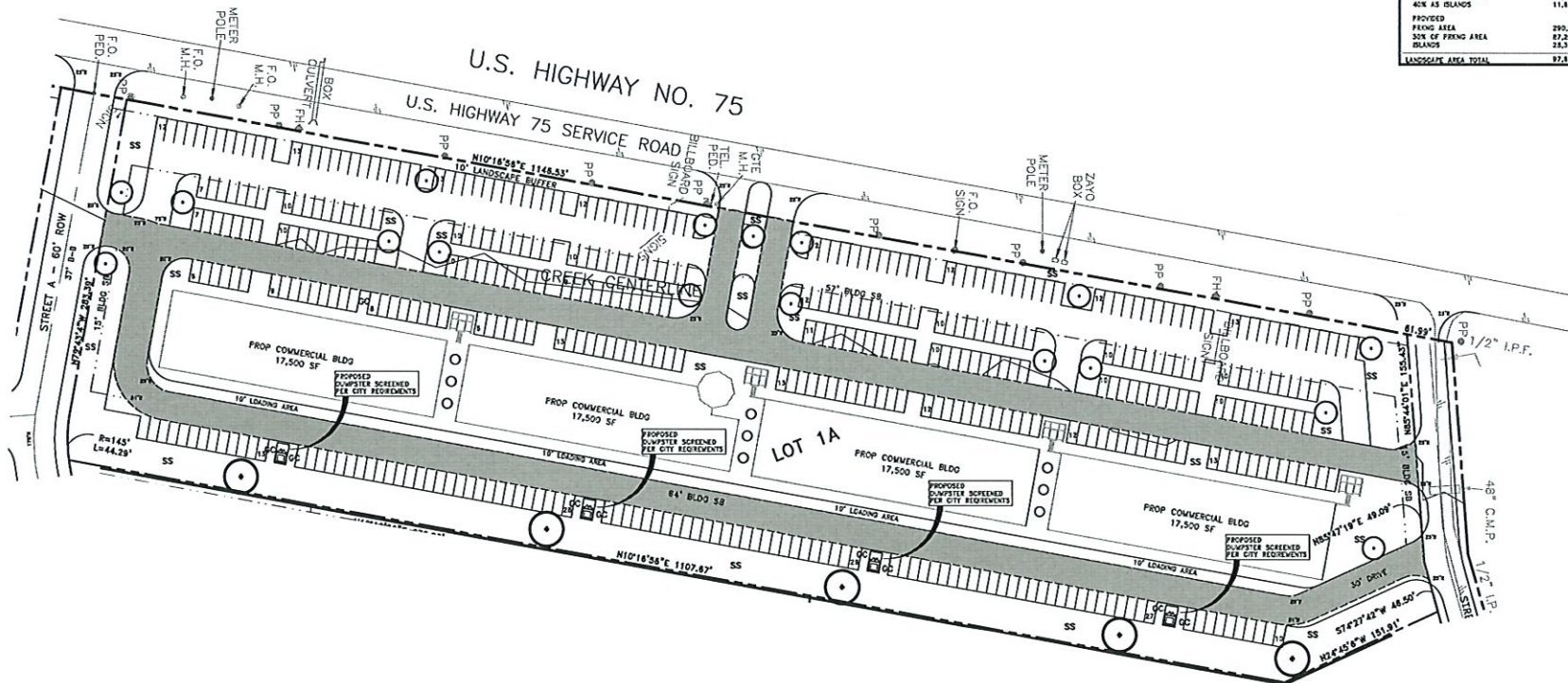
LEGEND:

- PROP FIRE LANE PER CITY REQUIREMENTS
- PROP TREE
- PROP TREE - ORNAMENTAL
- SS PROP SOLID SIDE
- GC PROP GROUND COVER

SITE LAYOUT NOTES:

- 1 FIRE LANES FOR BLDGS LESS THAN 35' IN HEIGHT ARE MIN 8' WIDE WITH MIN 24" INSIDE RADIUS AND MIN 40' OUTSIDE RADIUS. FIRE LANES FOR BLDGS 35' OR MORE IN HEIGHT ARE MIN 24' WIDE WITH MIN 24" INSIDE RADIUS AND MIN 31' OUTSIDE RADIUS. FIRE LANES SHALL BE CONSTRUCTED AND STREPPED PER CITY FIRE DEPT REQUIREMENTS.
- 2 ALL 80' PARKING STALLS SHALL BE 8' WIDE X 30' DEEP UNLESS OTHERWISE SHOWN. HANDICAP STALLS & VAN ACCESSIBLE SPACE SHALL BE 8' WIDE X 22' DEEP UNLESS SHOWN OTHERWISE.
- 3 ALL DRIVING LANES SHALL BE MIN 24' WIDE UNLESS OTHERWISE NOTED, EXCLUDING FIRE LANES AND PUBLIC STREETS.

SITE SUMMARY - TRACT 1/LOT 1A	
CURRENT ZONING	M-1.5
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL/RETAIL
LOT AREA	8.95 AC (390,048.81 SF)
BLDG AREA	70,800 SF (17,500 SF/BLDG)
BLDG HT MAX	45' - 3 STORY, PROP 2F
PARKING REQUIRED	350 SPACES
PARKING PROVIDED	431 SPACES
SETBACKS (MIN 75' OVERLAY)	
FRONT	23' + 32' = 55'
REAR	5'
SIDE	5'
STREET SIDE	15'
FAIR (FLOOR-TO-AREA)	0.181 (70,800/390,048.81)
IMPERVIOUS AREA	292,331 SF (75% OF SITE)
LANDSCAPING - TRACT 1/LOT 1A	
LANDSCAPE AREA	
REQUIRED	
FRONT AREA	290,231 SF
15% OF PARKING AREA	29,053 SF
40% AS IS ISLANDS	11,810 SF
PROVIDED	
FRONT AREA	290,231 SF
30% OF PARKING AREA	87,250 SF
ISLANDS	25,300 SF (RED 11,810 SF)
LANDSCAPE AREA TOTAL	97,871 SF (25% OF SITE)



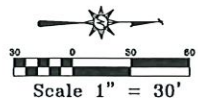
VICINITY MAP

CONCEPTUAL SITE & LANDSCAPE PLAN TRACT 1 - LOT 1A

SCALE: AS SHOWN
DATE: AUGUST 2021
DRAWN BY: PP
CHECKED BY: SAL
JOB NO.: 2102-246
FILE: 2102-246
DATE: 08/22/21

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
STAFF A LVM
P.E. 18711.
IT IS NOT TO BE USED
FOR CONSTRUCTION
BEFORE OR PERMITTING
08-23-21

REVISION	DATE	DESCRIPTION



LEGEND:

- PROP FIRE LANE PER CITY REQUIREMENTS
- PROP TREE
- PROP TREE - ORNAMENTAL
- PROP SOLID SODE
- PROP GROUND COVER

SITE LAYOUT NOTES:

- 1 FIRE LANES FOR BLDGS LESS THAN 35' IN HEIGHT ARE MIN 14' WIDE WITH MIN 20' INSIDE RADIUS AND MIN 10' OFFSET FROM THE LINES FOR BLDG 35' OR MORE IN HEIGHT ARE MIN 24' WIDE WITH MIN 20' INSIDE RADIUS AND MIN 10' OFFSET FROM THE LINES. FIRE LANES SHALL BE ONE-WAY TRAFFIC AND STAYED PER CITY FIRE DEPT REQUIREMENTS.
- 2 ALL 60' PARKING STALLS SHALL BE 10' WIDE X 20' DEEP UNLESS OTHERWISE NOTED. HANDICAP STALLS & VEH ACCESSIBLE SPACE SHALL BE 8' WIDE X 20' DEEP UNLESS OTHERWISE NOTED.
- 3 ALL PARKING LANES SHALL BE MIN 8' WIDE UNLESS OTHERWISE NOTED, EXCLUDING FIRE LANES AND PUBLIC STREETS.

SITE SUMMARY - TRACT 1/LOT 1B

CURRENT ZONING	E-1.5
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL/RETAIL
LOT AREA	1,535 (39,005.29 SF)
BLDG AREA	8,804 SF
BLDG MT MAX	45' - 3 STORY, PROP 32'
PARKING REQUIRED	44 SPCS
1/2000 SF	
PARKING PROVIDED	88 SPCS
SETBACKS (MIN 75' OVERLAY)	
FRONT	25' + 32' = 57'
REAR	5'
SIDE	5'
STREET SIDE	15'
TAR (FLOOR-TO-AREA)	0.15:1 (8904/59,005.29)
IMPERVIOUS AREA	42,419 SF (72% OF SITE)

LANDSCAPING - TRACT 1/LOT 1B

LANDSCAPE AREA	
REQUIRED	
PARKING AREA	38,805 SF
10% OF PARKING AREA	3,881 SF
40% AS ISLANDS	1,553 SF
PROVIDED	
PARKING AREA	38,805 SF
10% OF PARKING AREA	3,881 SF (REQ 1553 SF)
ISLANDS	8,877 SF (REQ 1553 SF)
LANDSCAPE AREA TOTAL	15,338 SF (28% OF SITE)

SITE SUMMARY - TRACT 1/LOT 1C

CURRENT ZONING	E-1.5
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL/RETAIL
LOT AREA	1,535 (39,005.29 SF)
BLDG AREA	8,804 SF
BLDG MT MAX	45' - 3 STORY, PROP 32'
PARKING REQUIRED	44 SPCS
1/2000 SF	
PARKING PROVIDED	88 SPCS
SETBACKS (MIN 75' OVERLAY)	
FRONT	25' + 32' = 57'
REAR	5'
SIDE	5'
STREET SIDE	15'
TAR (FLOOR-TO-AREA)	0.16:1 (8904/55,472.87)
IMPERVIOUS AREA	44,918 SF (71% OF SITE)

LANDSCAPING - TRACT 1/LOT 1C

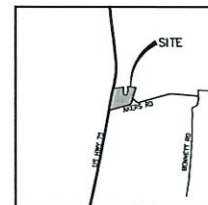
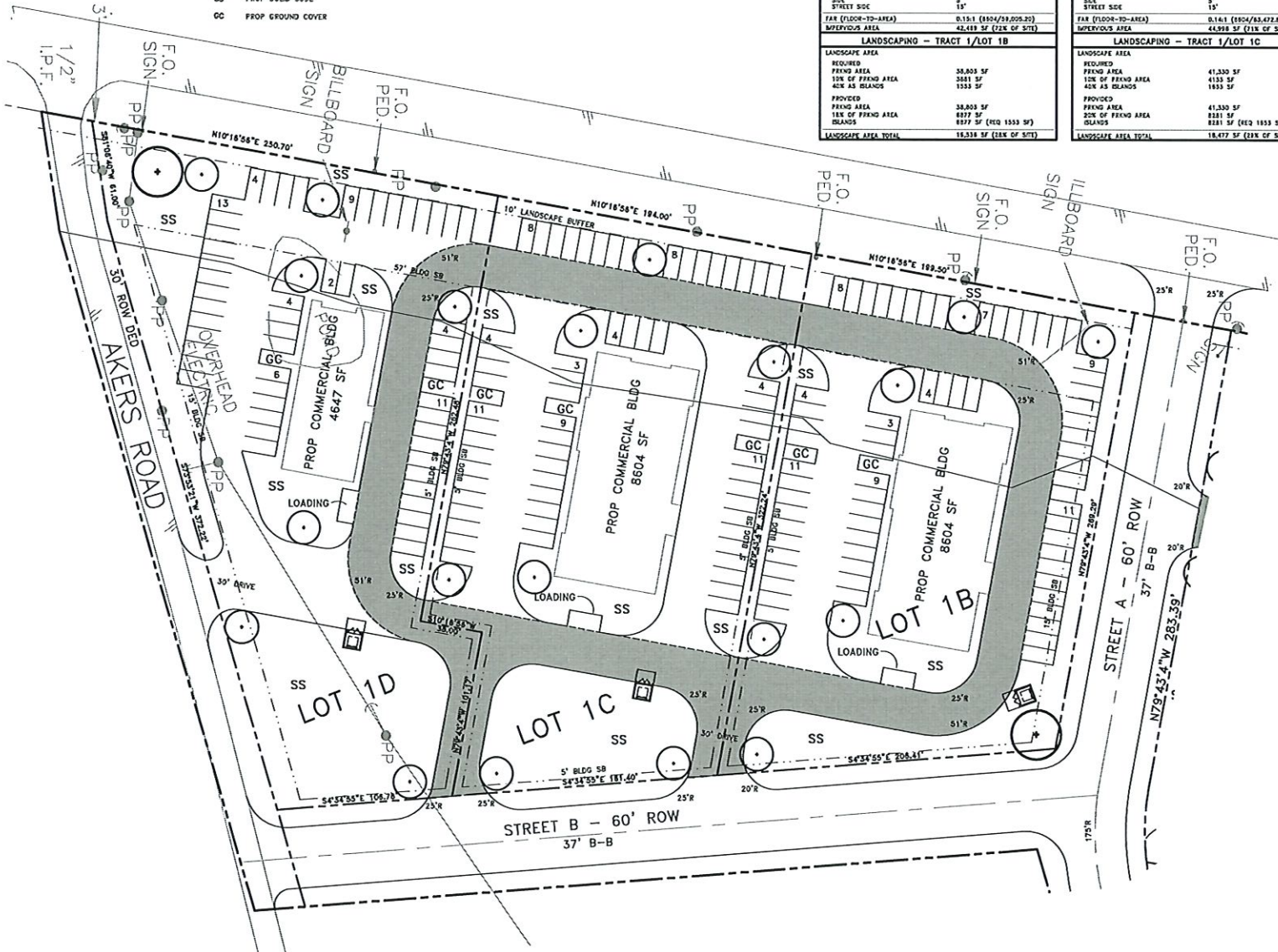
LANDSCAPE AREA	
REQUIRED	
PARKING AREA	41,330 SF
10% OF PARKING AREA	4,133 SF
40% AS ISLANDS	1,653 SF
PROVIDED	
PARKING AREA	41,330 SF
10% OF PARKING AREA	4,133 SF (REQ 1553 SF)
ISLANDS	8,877 SF (REQ 1553 SF)
LANDSCAPE AREA TOTAL	18,477 SF (23% OF SITE)

SITE SUMMARY - TRACT 1/LOT 1D

CURRENT ZONING	E-1.5
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL/RETAIL
LOT AREA	1,535 (39,005.29 SF)
BLDG AREA	4,647 SF
BLDG MT MAX	45' - 3 STORY, PROP 32'
PARKING REQUIRED	23 SPCS
1/2000 SF	
PARKING PROVIDED	53 SPCS
SETBACKS (MIN 75' OVERLAY)	
FRONT	25' + 32' = 57'
REAR	5'
SIDE	5'
STREET SIDE	15'
TAR (FLOOR-TO-AREA)	0.07:1 (4847/55,482.88)
IMPERVIOUS AREA	26,454 SF (55% OF SITE)

LANDSCAPING - TRACT 1/LOT 1D

LANDSCAPE AREA	
REQUIRED	
PARKING AREA	35,032 SF
10% OF PARKING AREA	3,503 SF
40% AS ISLANDS	1,402 SF
PROVIDED	
PARKING AREA	35,032 SF
10% OF PARKING AREA	3,503 SF (REQ 1402 SF)
ISLANDS	8,278 SF (REQ 1402 SF)
LANDSCAPE AREA TOTAL	35,119 SF (45% OF SITE)



VICINITY MAP

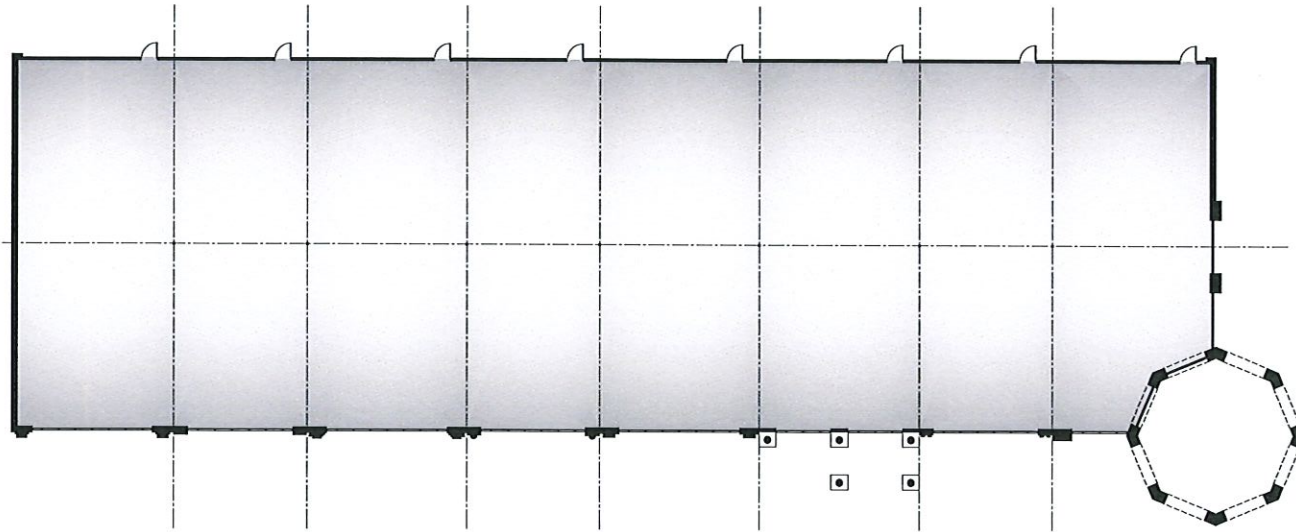
CONCEPTUAL SITE & LANDSCAPE PLAN TRACT 1 - LOT 1B, 1C & 1D

SCALE: AS SHOWN
DATE: AUGUST 2021
DRAWN BY: EP
CHECKED BY: SAL
JOB NO: 2120-246
FILE: CONCEPTUAL SITE & LANDSCAPE PLAN
PROJECT: JAMES TOWN SQUARE
300 W. BETHANY SUITE 230
ALLEN, TX 75013
972-208-2837

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
STAFF & CIVIL
P.E. 88711.
IT IS NOT TO BE USED
FOR CONSTRUCTION
BEFORE OR PERMITTING
09-23-21

F-324

REVISION	DATE	DESCRIPTION



FLOOR PLAN - RETAIL BUILDING "A"



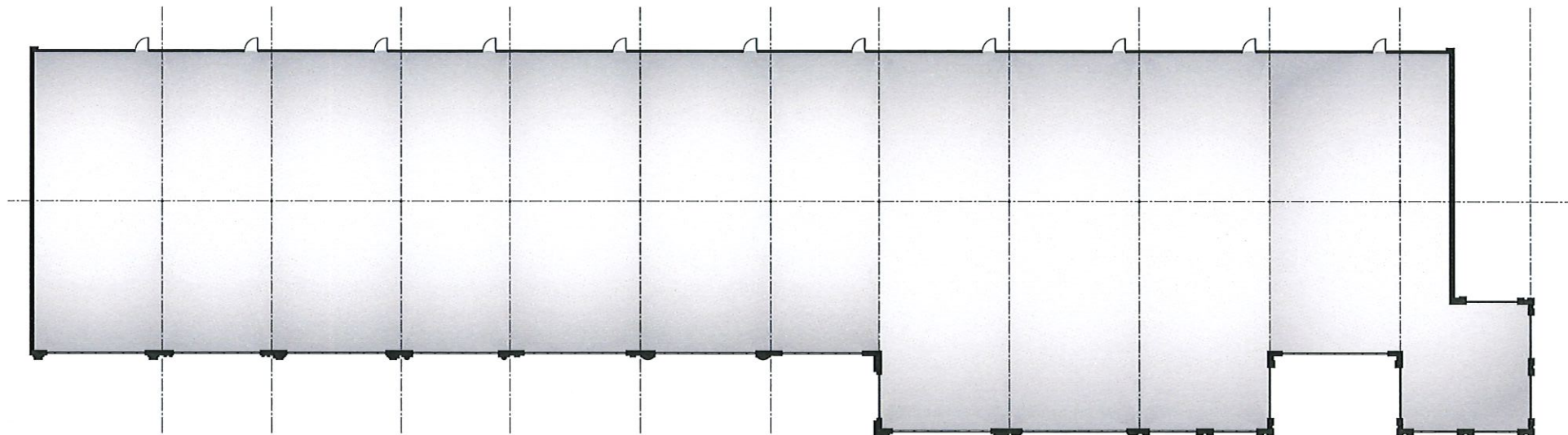
FRONT ELEVATION - RETAIL BUILDING "A"

MASTER PLAN DEVELOPMENT
53 ACRE SITE
SHERMAN, TEXAS

Designed by:
McDonald
Architects, LLC
www.McDonaldArchitects.com 30.04.08.001

Developed by:
★ COPEEQUITES

07/01/2017



FLOOR PLAN - RETAIL BUILDING "B"



FRONT ELEVATION - RETAIL BUILDING "B"

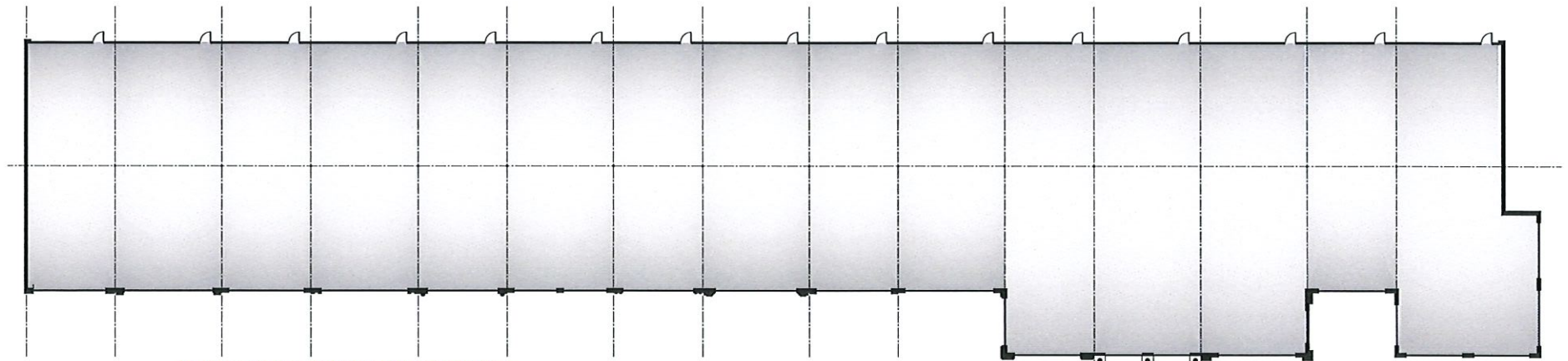


MASTER PLAN DEVELOPMENT
53 ACRE SITE
 SHERMAN, TEXAS

Designed by:
McDonald Architects, LLC
www.McDonaldArchitects.com 754.477.2000

Developed by:
COPEEQUITES

07/21/2021



FLOOR PLAN - RETAIL BUILDING "C"



FRONT ELEVATION - RETAIL BUILDING "C"

MASTER PLAN DEVELOPMENT
53 ACRE SITE
SHERMAN, TEXAS

Designed by:
McDonald
Architects, LLC

Developed by:
COPEEQUITES

STAFF REVIEW LETTER

September 13, 2021

Jamestown Square, LLC
900 W. Bethany Dr., Ste. 230
Allen, TX 75013

Carroll Consulting Group, Inc
PO Box 11
Lavon, TX 75166

Cope Equities
James Cruse
900 W. Bethany Dr
Allen, TX 75013

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75020

Billy Peck Construction
Todd Downing
900 W. Bethany, Ste. 230
Allen, TX 75013

Hickman Consulting Engineers
1705 W. Northwest Highway, Ste. 175
Grapevine, TX 76051

DBA Architects
111 S. Kentucky St., Ste. 210
McKinney, TX 75069

Dear Applicants,

The request for a zone change and site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District, R-2 (Multi-Family Residential) District and R-1 (One-Family Residential) District located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 19, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning – Tract 1 – C-1 (Retail Business) District:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. The required parking requirement shall be determined by use.
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
7. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).

8. The trash dumpster must be located inside the main building area. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
9. The site plan is conceptual, a more detailed site plan will require additional approval from the Planning and Zoning Commission.
10. Any nonconforming signs will need to be removed before building permits will be issued.
11. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Zoning – Tract 2 – R-2 (Multi-Family Residential) District:

14. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
15. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
16. The setbacks requirements are: Front and Rear – 25'; Sides - minimum 7', sum of both sides minimum 23'. (*Chapter 14, Exhibit A, Sec. 6.4*)
17. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
18. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
19. All finishes shall be masonry or masonry veneer. (*Chapter 14, Exhibit A, Section 6.4*)
20. The trash dumpster will need to be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
21. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).
22. Screening of the property is required. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)*)
23. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
24. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
25. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.
26. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
27. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
28. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Zoning – Tract 3 – SF-1 (Single-Family Residential) District:

29. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the SF-1 (Single-Family Residential) District,

- the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.2; Sec. 7(13) and Sec. 17*).
30. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
 31. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
 32. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.2 and Section 7, Subsection 10(b)*)
 33. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
 34. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
 35. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
 36. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
 37. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

38. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
39. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
40. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
41. The location of the trash receptors must be approved by the Public Works Department.
42. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
43. Proposed street names must be approved by the City of Sherman Development Services Department. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*
44. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
45. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H).*
46. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
47. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC: Robby Hefton, City Manager
 Clint Philpott, Asst. City Manager
 Wayne Lee, P.E., Director of Engineering
 Tom Pruitt, Utility Engineer
 The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

 Billy Hartsfield, Fire Marshal
 Amber Doan, Engineering Coordinator
 Christopher Armstrong, Asst. City Engineer



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 22.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

6000-6400 BLOCKS SOUTH U.S. HIGHWAY 75 AND 100-200 BLOCKS AKERS ROAD

The request of Jamestown Square, LLC (Owner), Cope Equities, James Cruse (Representative/Developer), Hickman Consulting Engineers (Civil Engineer), DBA Architects (Architects), Billy Peck Construction (Contractor), Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, being 54.527 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765; as follows;

Planning and Zoning Commission

- A. **Tract 1** – Being 14.949 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District
- B. **Tract 2** – Being 19.347 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.
- C. **Tract 3** – Being 20.232 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an SF-1 (Single-Family Residential) District.

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The property is zoned an M-1.5 (Medium Manufacturing) District.

The owner would like to divide separate tracts to develop commercial, multi-family (apartments & townhomes) and single-family homes.

Tract 1 will include:

- Lot 1 A - 70,000 total square feet commercial space (4 buildings - 17,500 sq. ft. each)
- Lot 1 B - 1 building, 8,604 square feet commercial space
- Lot 1 C - 1 building, 8,604 square feet, Quick Serve Retail
- Lot 1 D - 1 building, 4,697 square feet, Quick Serve Retail,

Tract 2 will include:

- Lot 2 A - 168 total units; 3-story apartments, Amenities (clubhouse, dog park, pool), Maximum 2 bedrooms, Type I: 36 units - 12 per floor, 13,973 square foot per floor, 3 buildings; 125,757 total sq. ft.; Type II: 30 units - 10 per floor, 11,874 square foot per floor, 2 buildings; 70,244 total sq. ft. Parking will be provided for 344 parking spaces.
- Lot 2 B - Multi-Family Residential - 138 units, Maximum 2 bedrooms, Type I - 3 buildings, 3 story, 41,919 sq. ft.; Type II - 1 building, 3 story, 35,622 sq. ft. Parking will be provided for 344 spaces.
- Lot 2 C - 52 Townhomes (10 buildings) Type III: 2 story, 7,776 sq. ft.; Type V: 2 story, 12,960 sq. ft.; Type VI: 3 buildings, 2 story, 46,656 sq.ft, Parking will be provided for 117 spaces - 26 (2) car garages, Driveway- 65 spaces.
- Lot 2 D - Multi-Family Residential - 26 total units - Type V - 4 buildings, 2 story, 12,960 sq. ft. each; Type VI - 1 building, 2 story, 15,552 sq. ft. Parking will be provided for 110 spaces, 26 (2) car garages and 58 in driveway.

Tract 3 will include:

62 Single-family homes

Adjacent Zoning:

C-1 (Retail Business) District

R-2 (Multi-Family Residential) District

Origination:

Jamestown Square, LLC (Owner)

Cope Equities, James Cruse (Representative/Developer)

Hickman Consulting Engineers (Civil Engineer)

DBA Architects (Architects)

Billy Peck Construction Contractor)

Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land.

These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Exhibit A - Tract 1 (C-1) - Survey & Field Notes

Exhibit B - Tract 2 (R-2)- Survey & Field Notes

Exhibit C - Tract 3 (R-1) - Survey & Field Notes

Zoning Concept Plan & Site Plan

Building Elevations Multi-Family

Building Elevations - Commercial

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 4.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6431

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the SF-1 (Single-Family Residential) District, located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Block of Akers Road, being 20.232 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 (Jamestown Square, LLC, Owner; Cope Equities, James Cruse, Representative/Developer; Hickman Consulting Engineers, Civil Engineer; DBA Architects, Architect; Billy Peck Construction, Contractor; Carroll Consulting Group, Inc. and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Jamestown Square, LLC (Owner), Cope Equities, James Cruse (Representative/Developer), Hickman Consulting Engineers (Civil Engineer), DBA Architects (Architects), Billy Peck Construction (Contractor), Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, being 20.232 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 for a zone change approval from an M-1.5 (Medium Manufacturing) District to an SF-1 (Single-Family Residential) District.

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The property is zoned an M-1.5 (Medium Manufacturing) District.

The owner would like to divide separate tracts to develop commercial, multi-family (apartments & townhomes) and single-family homes. The owner is requesting to rezone the property to an SF-1 (Single-Family Residential) District for development of 62 residential lots.

Origination:

Jamestown Square, LLC (Owner)
Cope Equities, James Cruse (Representative/Developer)
Hickman Consulting Engineers (Civil Engineer)
DBA Architects (Architects)
Billy Peck Construction Contractor)
Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors)

Financial Consideration:

None

Staff Recommendation:

At the June 22, 2021 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6431
Exhibit A - Survey & Field Notes
Location Map
Zoning Map
Zoning Sign Photo
Conceptual Site Plan - SF-1
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6431

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE SF-1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 20.232 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, JAMES CRUSE, REPRESENTATIVE/DEVELOPER; HICKMAN CONSULTING ENGINEERS, CIVIL ENGINEER; DBA ARCHITECTS, ARCHITECTS; BILLY PECK CONSTRUCTION, CONTRACTOR; CARROLL CONSULTING GROUP, INC. AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey/Field Notes**, attached hereto, located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the SF-1 (Single-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of November, 2021.

ADOPTED on this the 15th day of November, 2021.

EFFECTIVE DATE on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A - Survey/Field Notes

TRACT 3

SHARIF AND ASSOCIATES PROPERTY LLC
29.13 ACRES
INST.# 2021-14790
O.P.R.G.C.T.

BILLY MAYFIELD MCCRAW, II
35.0 ACRES
INST.# 2020-8414
O.P.R.G.C.T.

AKERS CEMETERY

JAMESTOWN SQUARE, LLC
INST.# 2021-23519
O.P.R.G.C.T.

TRACT 3
881300 SQ.FT.
20.232 ACRES

BILLY DENSMORE
5.117 ACRES
VOL. 4404, PG. 542
O.P.R.G.C.T.

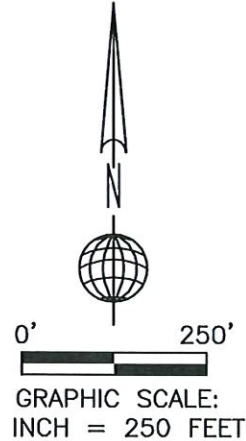
SHERMAN CENTRAL ASSOCIATES, LP
53.642 ACRES
VOL. 5706, PG. 240
O.P.R.G.C.T.

AKERS ROAD

POINT OF BEGINNING

S17°16'54"W 1118.37'
SOUTHERN PACIFIC RAILROAD

Curve Table				
Curve #	Length	Radius	Delta	CHORD
C1	60.13'	145.00'	23°45'35"	S88°58'44"E, 59.70'



TRACT 3

STATE OF TEXAS
COUNTY OF GRAYSON

Being a tract of land situated in the John Chronister Survey, Abstract No. 248 and in the William Martin Survey, Abstract No. 765, City of Sherman, Grayson County, Texas and being part of Tract 1 a 50.006 acre tract of land as conveyed to Jamestown Square, LLC by deed recorded in Instrument No. 2021-23519, Official Public Records, Grayson County, Texas and being more particularly described as follows:

Beginning at a point on the southeast side of Akers Road and on the west right-of-way line of Southern Pacific Railroad and for the southeast corner of said 50.006 acre tract and the northeast corner of a 53.642 acre tract of land conveyed to Sherman Central Associates, LP by deed recorded in Volume 5706, Page 240, Official Public Records, Grayson County, Texas;

Thence, South 73°57'56" West, along said Akers Road, the south line of said 50.006 acre tract and the north line of said 53.642 acre tract, a distance of 404.23 feet to a point for corner;

Thence, North 35°02'55" West, a distance of 143.37 feet to a point for corner;

Thence, North 04°34'55" West, a distance of 270.88 feet to a point for corner;

Thence, North 14°27'03" East, a distance of 70.79 feet to a point for the beginning of a curve to the right, having a central angle of 23°45'35", a radius of 145.00 feet and a chord bearing of South 88°58'44" East, a distance of 59.70 feet;

Thence, Southeasterly, along said curve to the right, an arc distance of 60.13 feet to a point for the end of said curve;

Thence, South 77°05'57" East, a distance of 24.94 feet to a point for corner;

Thence, North 10°16'56" East, a distance of 404.20 feet to a point for corner;

Thence, North 79°43'04" West, a distance of 83.75 feet to a point for corner;

Thence, North 10°11'21" East, along a west line of said 50.006 acre tract and an east line of Akers Cemetery, a distance of 449.98 feet to a point for corner;

Thence, North 77°49'58" East, along a north line of said 50.006 acre tract and a south line of said Akers Cemetery, a distance of 81.97 feet to a point for corner;

Thence, North 14°20'56" West, along a west line of said 50.006 acre tract and the east line of said Akers Cemetery, a distance of 476.44 feet to a point for a northwest corner of said 50.006 acre tract, the northeast corner of said Akers Cemetery and being on the south line of a 35.0 acre tract of land conveyed to Billy Mayfield McCraw, II by deed recorded in Instrument No. 2020-8414, Official Public Records, Grayson County, Texas;

Thence, North 74°35'55" East, along the north line of said 50.006 acre tract and the south line of said 35.0 acre tract, a distance of 500.15 feet to a point for corner in center of creek;

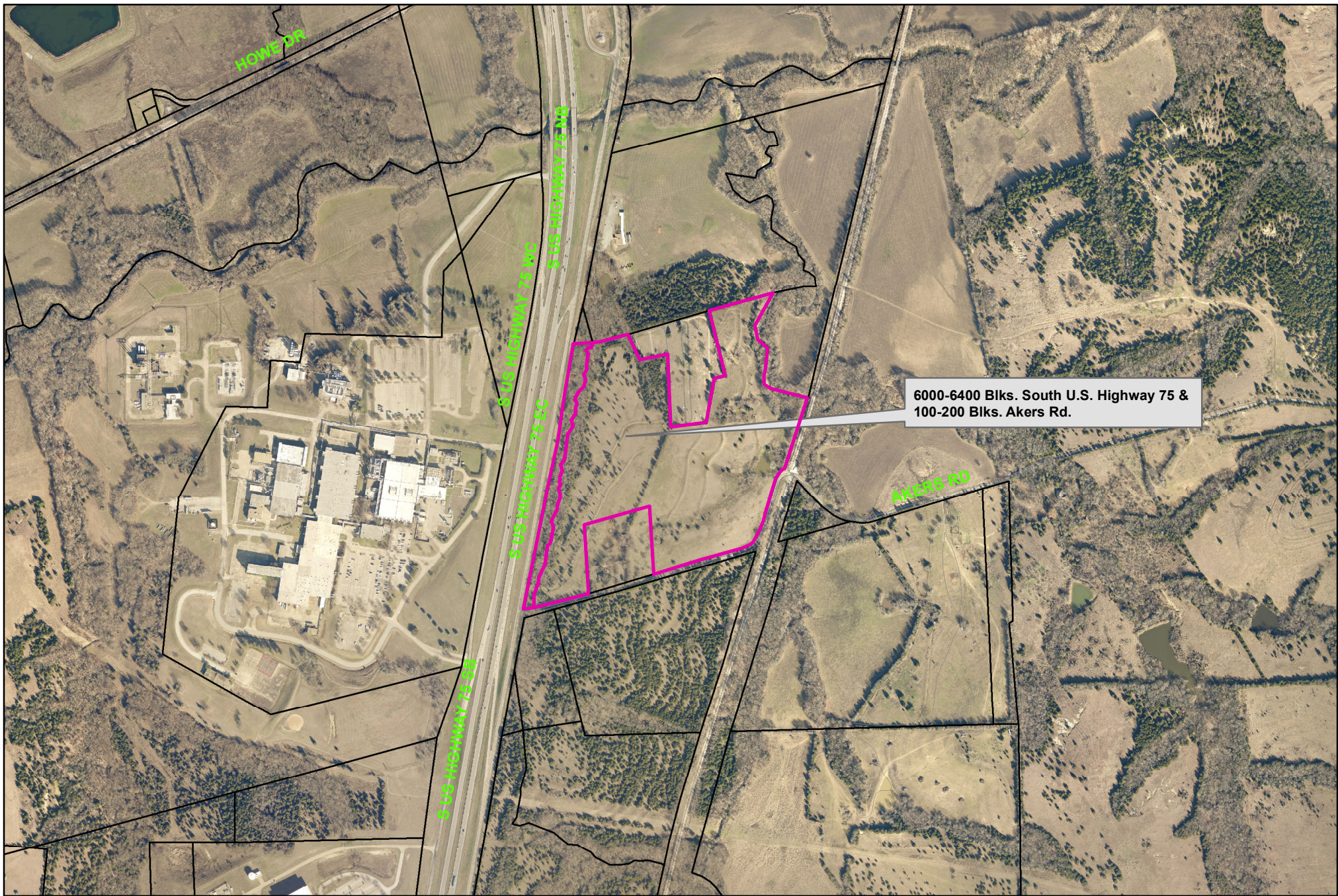
TRACT 3

Thence, southeasterly, along the east lines of said 50.006 acre tract and the center of creek the following:

South 31°28'56" West, a distance of 87.75 feet to a point for corner;
South 28°07'57" West, a distance of 184.45 feet to a point for corner;
South 13°50'22" East, a distance of 103.94 feet to a point for corner;
South 50°15'39" East, a distance of 94.32 feet to a point for corner;
South 06°52'52" West, a distance of 229.36 feet to a point for corner;
South 13°00'34" East, a distance of 32.52 feet to a point for corner;
South 56°13'34" East, a distance of 46.40 feet to a point for corner;

Thence, South 76°48'27" East, along a north line of said 50.006 acre tract, a distance of 232.58 feet to a point for the northeast corner of said 50.006 acre tract and being on the said west right-of-way line of Southern Pacific Railroad;

Thence, South 17°16'54" West, along the east line of said 50.006 acre tract and the west right-of-way line of Southern Pacific Railroad, a distance of 1118.37 feet to the Point of Beginning and containing 881,300 square feet or 20.232 acres of land.

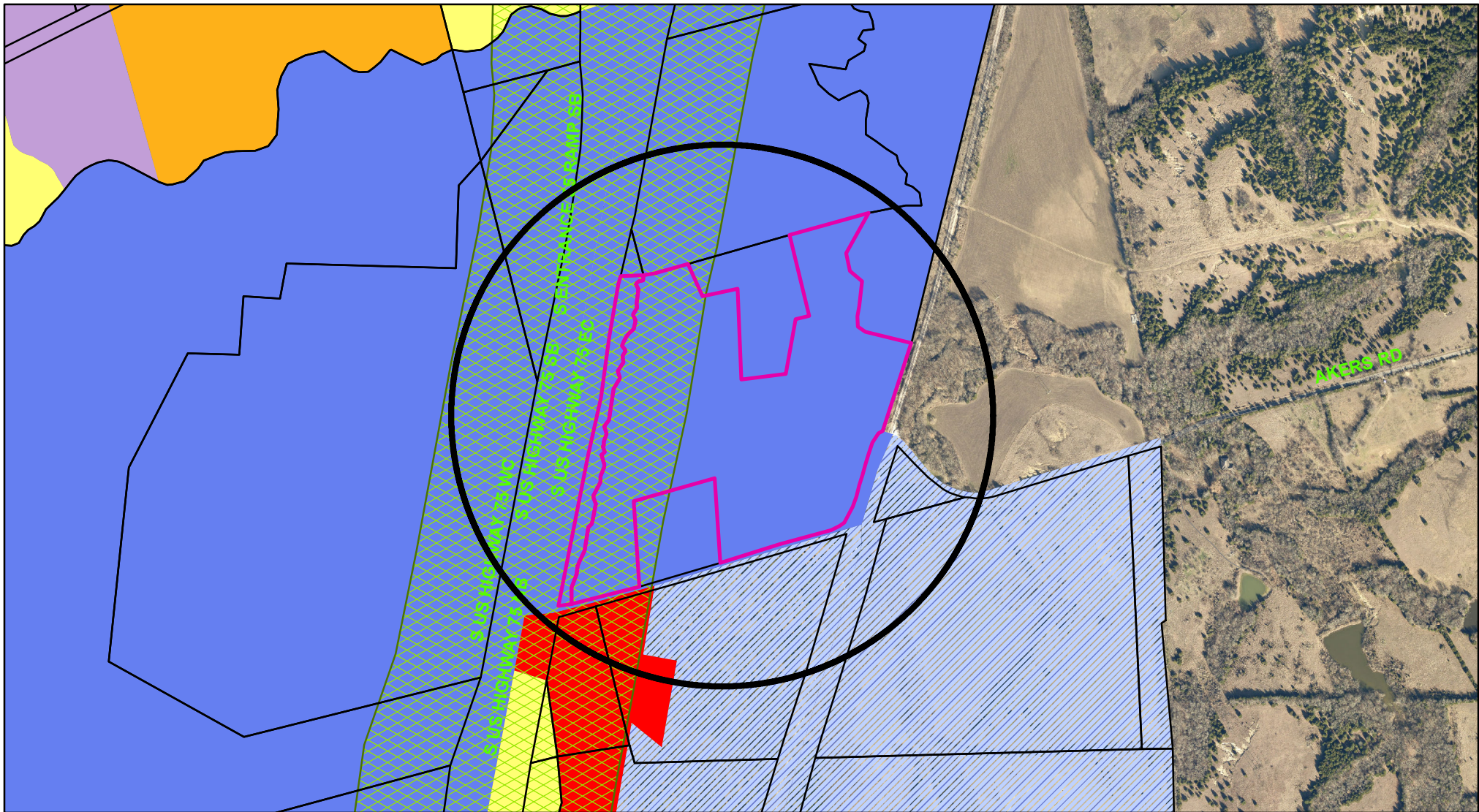


City of Sherman, Texas
Development Services Department

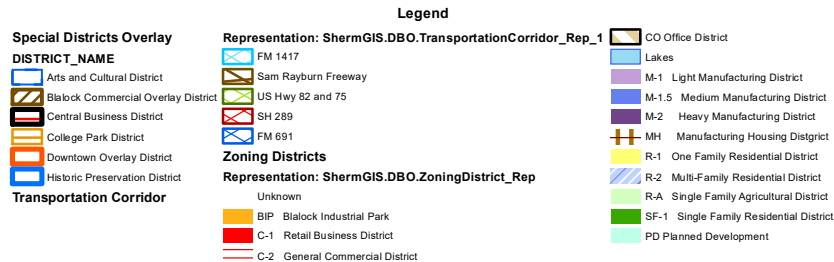
6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road



1 in = 900 ft



Zoning - 6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road



NOT TO SCALE

1 in = 800 ft

6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road



STAFF REVIEW LETTER

September 13, 2021

Jamestown Square, LLC
900 W. Bethany Dr., Ste. 230
Allen, TX 75013

Cope Equities
James Cruse
900 W. Bethany Dr
Allen, TX 75013

Billy Peck Construction
Todd Downing
900 W. Bethany, Ste. 230
Allen, TX 75013

Carroll Consulting Group, Inc
PO Box 11
Lavon, TX 75166

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75020

Hickman Consulting Engineers
1705 W. Northwest Highway, Ste. 175
Grapevine, TX 76051

DBA Architects
111 S. Kentucky St., Ste. 210
McKinney, TX 75069

Dear Applicants,

The request for a zone change and site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District, R-2 (Multi-Family Residential) District and R-1 (One-Family Residential) District located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 19, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning – Tract 1 – C-1 (Retail Business) District:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. The required parking requirement shall be determined by use.
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
7. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).

8. The trash dumpster must be located inside the main building area. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
9. The site plan is conceptual, a more detailed site plan will require additional approval from the Planning and Zoning Commission.
10. Any nonconforming signs will need to be removed before building permits will be issued.
11. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Zoning – Tract 2 – R-2 (Multi-Family Residential) District:

14. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
15. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
16. The setbacks requirements are: Front and Rear – 25'; Sides - minimum 7', sum of both sides minimum 23'. (*Chapter 14, Exhibit A, Sec. 6.4*)
17. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
18. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
19. All finishes shall be masonry or masonry veneer. (*Chapter 14, Exhibit A, Section 6.4*)
20. The trash dumpster will need to be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
21. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).
22. Screening of the property is required. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)*)
23. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
24. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
25. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.
26. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
27. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
28. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Zoning – Tract 3 – SF-1 (Single-Family Residential) District:

29. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the SF-1 (Single-Family Residential) District,

- the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.2; Sec. 7(13) and Sec. 17*).
30. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
 31. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
 32. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.2 and Section 7, Subsection 10(b)*)
 33. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
 34. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
 35. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
 36. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
 37. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

38. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
39. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
40. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
41. The location of the trash receptors must be approved by the Public Works Department.
42. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
43. Proposed street names must be approved by the City of Sherman Development Services Department. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*
44. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
45. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H).*
46. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
47. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 22.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

6000-6400 BLOCKS SOUTH U.S. HIGHWAY 75 AND 100-200 BLOCKS AKERS ROAD

The request of Jamestown Square, LLC (Owner), Cope Equities, James Cruse (Representative/Developer), Hickman Consulting Engineers (Civil Engineer), DBA Architects (Architects), Billy Peck Construction (Contractor), Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, being 54.527 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765; as follows;

Planning and Zoning Commission

- A. **Tract 1** – Being 14.949 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District
- B. **Tract 2** – Being 19.347 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.
- C. **Tract 3** – Being 20.232 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an SF-1 (Single-Family Residential) District.

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The property is zoned an M-1.5 (Medium Manufacturing) District.

The owner would like to divide separate tracts to develop commercial, multi-family (apartments & townhomes) and single-family homes.

Tract 1 will include:

- Lot 1 A - 70,000 total square feet commercial space (4 buildings - 17,500 sq. ft. each)
- Lot 1 B - 1 building, 8,604 square feet commercial space
- Lot 1 C - 1 building, 8,604 square feet, Quick Serve Retail
- Lot 1 D - 1 building, 4,697 square feet, Quick Serve Retail,

Tract 2 will include:

- Lot 2 A - 168 total units; 3-story apartments, Amenities (clubhouse, dog park, pool), Maximum 2 bedrooms, Type I: 36 units - 12 per floor, 13,973 square foot per floor, 3 buildings; 125,757 total sq. ft.; Type II: 30 units - 10 per floor, 11,874 square foot per floor, 2 buildings; 70,244 total sq. ft. Parking will be provided for 344 parking spaces.
- Lot 2 B - Multi-Family Residential - 138 units, Maximum 2 bedrooms, Type I - 3 buildings, 3 story, 41,919 sq. ft.; Type II - 1 building, 3 story, 35,622 sq. ft. Parking will be provided for 344 spaces.
- Lot 2 C - 52 Townhomes (10 buildings) Type III: 2 story, 7,776 sq. ft.; Type V: 2 story, 12,960 sq. ft.; Type VI: 3 buildings, 2 story, 46,656 sq.ft, Parking will be provided for 117 spaces - 26 (2) car garages, Driveway- 65 spaces.
- Lot 2 D - Multi-Family Residential - 26 total units - Type V - 4 buildings, 2 story, 12,960 sq. ft. each; Type VI - 1 building, 2 story, 15,552 sq. ft. Parking will be provided for 110 spaces, 26 (2) car garages and 58 in driveway.

Tract 3 will include:

62 Single-family homes

Adjacent Zoning:

C-1 (Retail Business) District

R-2 (Multi-Family Residential) District

Origination:

Jamestown Square, LLC (Owner)

Cope Equities, James Cruse (Representative/Developer)

Hickman Consulting Engineers (Civil Engineer)

DBA Architects (Architects)

Billy Peck Construction Contractor)

Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land.

These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Exhibit A - Tract 1 (C-1) - Survey & Field Notes

Exhibit B - Tract 2 (R-2)- Survey & Field Notes

Exhibit C - Tract 3 (R-1) - Survey & Field Notes

Zoning Concept Plan & Site Plan

Building Elevations Multi-Family

Building Elevations - Commercial

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 5.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6432

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, located in the 6000-6400 Blocks of South U.S. Highway 75, and the 100-200 Block of Akers Road, being 19.347 Acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 (Jamestown Square, LLC, Owner; Cope Equities, James Cruse, Representative/Developer; Hickman Consulting Engineers, Civil Engineer; DBA Architects, Architect; Billy Peck Construction, Contractor; Carroll Consulting Group, Inc. and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Jamestown Square, LLC (Owner), Cope Equities, James Cruse (Representative/Developer), Hickman Consulting Engineers (Civil Engineer), DBA Architects (Architects), Billy Peck Construction (Contractor), Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, being 19.347 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 for a *zone change approval from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.*

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The property is zoned an M-1.5 (Medium Manufacturing) District.

The owner would like to divide separate tracts to develop commercial, multi-family (apartments & townhomes) and single-family homes. They have a similar development in Princeton. The owner is requesting to rezone this tract to an R-2 (Multi-Family Residential) District for development of the following:

- Lot 2 A - 168 total units; 3-story apartments, Amenities (clubhouse, dog park, pool), Maximum 2 bedrooms, Type I: 36 units - 12 per floor, 13,973 square foot per floor, 3 buildings; 125,757 total sq. ft.; Type II: 30 units - 10 per floor, 11,874 square foot per floor, 2 buildings; 70,244 total sq. ft. Parking will be provided for 344 parking spaces.
- Lot 2 B - Multi-Family Residential 138 units, Maximum 2 bedrooms, Type I - 3 buildings, 3 story, 41,919 sq. ft.; Type II - 1 building, 3 story, 35,622 sq. ft. Parking will be provided for 344 spaces.

- Lot 2 C - 52 Townhomes (10 buildings) Type III: 2 story, 7,776 sq. ft.; Type V: 2 story, 12,960 sq. ft.; Type VI: 3 buildings, 2 story, 46,656 sq.ft, Parking will be provided for 117 spaces - 26 (2) car garages, Driveway- 65 spaces.
- Lot 2 D - Multi-Family Residential - 26 total units - Type V - 4 buildings, 2 story, 12,960 sq. ft. each; Type VI - 1 building, 2 story, 15,552 sq. ft. Parking will be provided for 110 spaces, 26 (2) car garages and 58 in driveway.

Origination:

Jamestown Square, LLC (Owner)
Cope Equities, James Cruse (Representative/Developer)
Hickman Consulting Engineers (Civil Engineer)
DBA Architects (Architects)
Billy Peck Construction Contractor)
Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors)

Financial Consideration:

None

Staff Recommendation:

At the June 22, 2021 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6432
Exhibit A - Survey & Field Notes
Location Map
Zoning Map
Zoning Sign Photo
Site Plan - R-2
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6432

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 19.347 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, JAMES CRUSE, REPRESENTATIVE/DEVELOPER; HICKMAN CONSULTING ENGINEERS, CIVIL ENGINEER; DBA ARCHITECTS, ARCHITECTS; BILLY PECK CONSTRUCTION, CONTRACTOR; CARROLL CONSULTING GROUP, INC. AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey/Field Notes**, attached hereto, located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of November, 2021.

ADOPTED on this the 15th day of November, 2021.

EFFECTIVE DATE on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

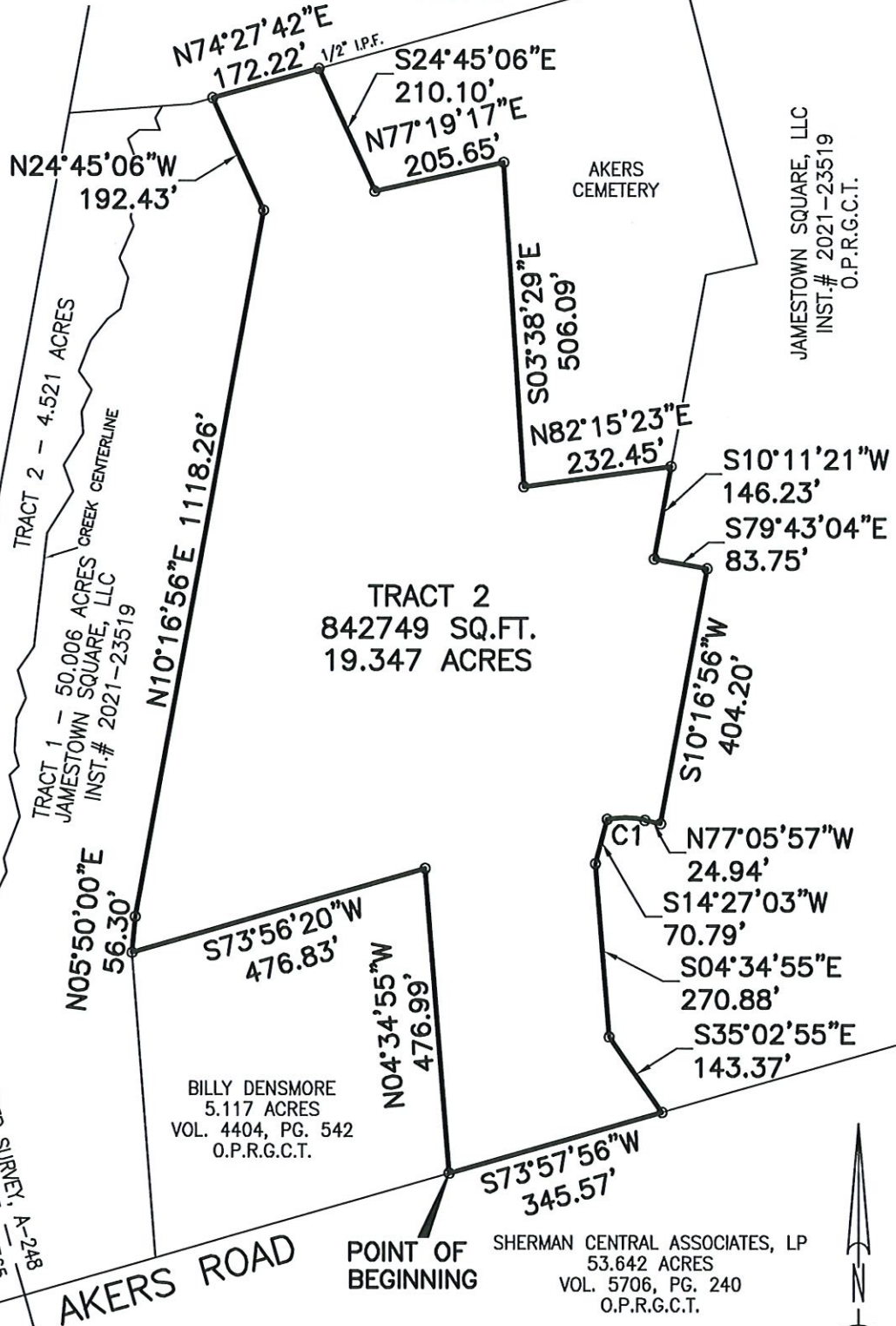
**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A - Survey/Field Notes

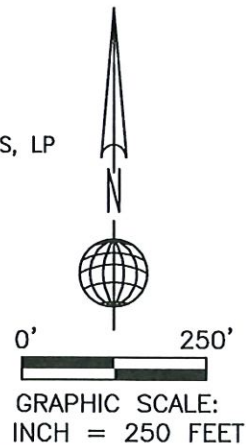
TRACT 2

BILLY MAYFIELD MCCRAW, II
35.0 ACRES
INST.# 2020-8414
O.P.R.G.C.T.



Curve Table

Curve #	Length	Radius	Delta	CHORD
C1	60.13'	145.00'	23°45'35"	N88°58'44"W, 59.70'



TRACT 2

STATE OF TEXAS
COUNTY OF GRAYSON

Being a tract of land situated in the John Chronister Survey, Abstract No. 248 and in the William Martin Survey, Abstract No. 765, City of Sherman, Grayson County, Texas and being part of Tract 1 a 50.006 acre tract of land as conveyed to Jamestown Square, LLC by deed recorded in Instrument No. 2021-23519, Official Public Records, Grayson County, Texas and being more particularly described as follows:

Beginning at a point in the center of Akers Road for a southwest corner of said 50.006 acre tract, the southeast corner of a 5.117 acre tract of land conveyed to Billy Densmore by deed recorded in Volume 4404, Page 542, Official Public Records, Grayson County, Texas and being on the north line of a 53.642 acre tract of land conveyed to Sherman Central Associates, LP by deed recorded in Volume 5706, Page 240, Official Public Records, Grayson County, Texas;

Thence, North 40°34'55" West, along a west line of said 50.006 acre tract and the east line of said 5.117 acre tract, a distance of 476.99 feet to a point for a re-entrant corner of said 50.006 acre tract and the northeast corner of said 5.117 acre tract;

Thence, South 73°56'20" West, along a south line of said 50.006 acre tract and the north line of said 5.117 acre tract, a distance of 476.83 feet to a point for a re-entrant corner of said 50.006 acre tract and the northwest corner of said 5.117 acre tract;

Thence, North 05°50'00" East, a distance of 56.30 feet to a point for corner;

Thence, North 10°16'56" East, a distance of 1118.26 feet to a point for corner;

Thence, North 24°45'06" West, a distance of 192.43 feet to a point for corner on the north line of said 50.006 acre tract and on the south line of a 35.0 acre tract of land conveyed to Billy Mayfield McCraw, II by deed recorded in Instrument No. 2020-8414, Official Public Records, Grayson County, Texas;

Thence, North 74°27'42" East, along the north line of said 50.006 acre tract and the south line of said 35.0 acre tract, a distance of 172.22 feet to a 1/2" iron pin found for a northeast corner of said 50.006 acre tract and the northwest corner of Akers Cemetery;

Thence, South 24°45'06" East, along an east line of said 50.006 acre tract and a west line of said Akers Cemetery, a distance of 210.10 feet to a point for corner;

Thence, North 77°19'17" East, along a north line of said 50.006 acre tract and a south line of said Akers Cemetery, a distance of 205.65 feet to a point for corner;

Thence, South 03°38'29" East, along an east line of said 50.006 acre tract and a west line of said Akers Cemetery, a distance of 506.09 feet to a point for corner;

Thence, North 82°15'23" East, along a north line of said 50.006 acre tract and the south line of said Akers Cemetery, a distance of 232.45 feet to a point for a re-entrant corner of said 50.006 acre tract and the southeast corner of said Akers Cemetery;

TRACT 2

Thence, South 10°11'21" West, a distance of 146.23 feet to a point for corner;

Thence, South 79°43'04" East, a distance of 83.75 feet to a point for corner;

Thence, South 10°16'56" West, a distance of 404.20 feet to a point for corner;

Thence, North 77°05'57" West, a distance of 24.94 feet to a point for the beginning of a curve to the left, having a central angle of 23°45'35", a radius of 145.00 feet and a chord bearing of North 88°58'44" West, a distance of 59.70 feet;

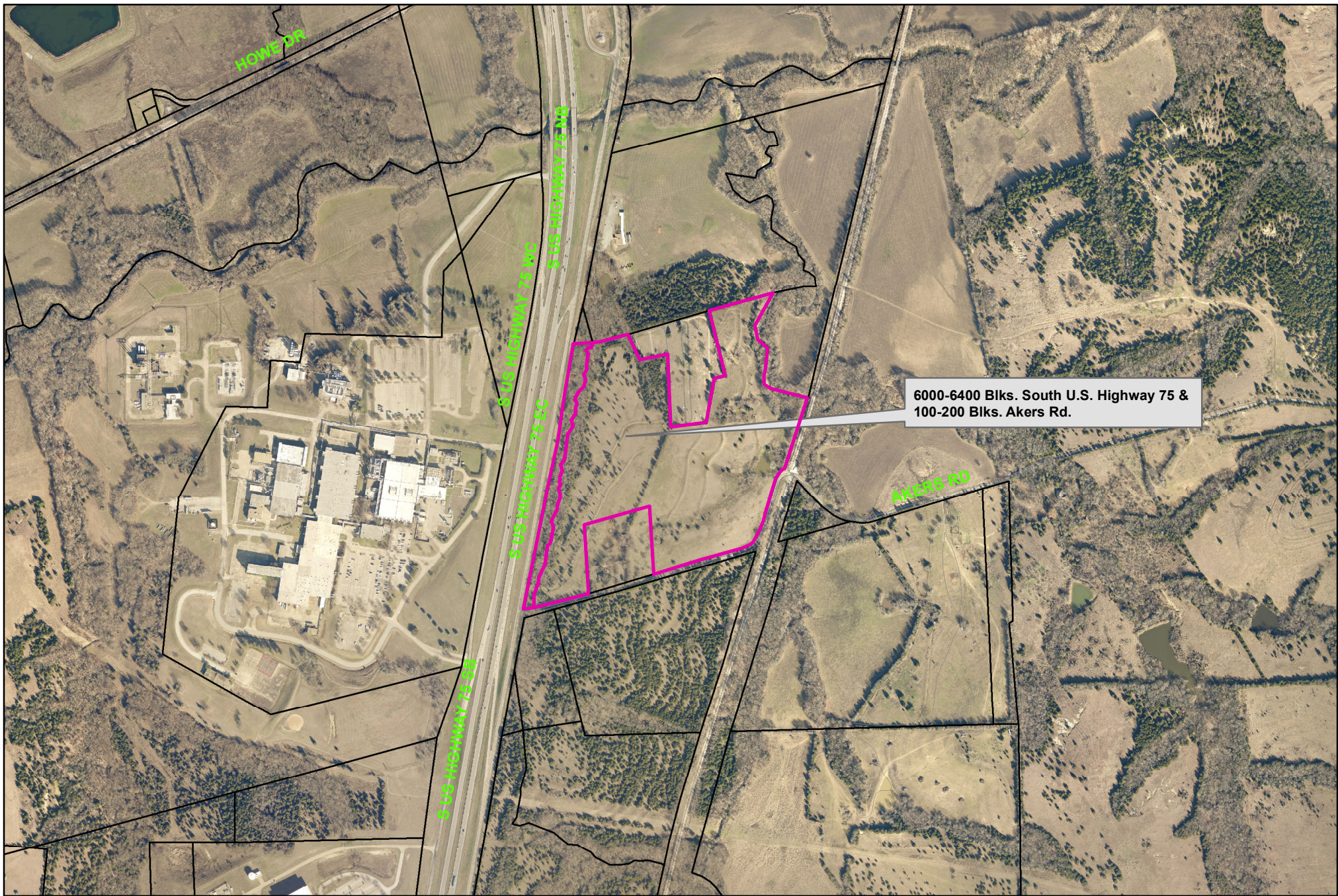
Thence, Northwesterly, along said curve to the left, an arc distance of 60.13 feet to a point for the end of said curve;

Thence, South 14°27'03" West, a distance of 70.79 feet to a point for corner;

Thence, South 04°34'55" East, a distance of 270.88 feet to a point for corner;

Thence, South 35°02'55" East, a distance of 143.37 feet to a point in said Akers Road, on the south line of said 50.006 acre tract and on the north line of said 53.642 acre tract;

Thence, South 73°57'56" West, along said Akers Road, the south line of said 50.006 acre tract and the north line of said 53.642 acre tract, a distance of 345.57 feet to the Point of Beginning and containing 872,749 square feet or 19.347 acres of land.

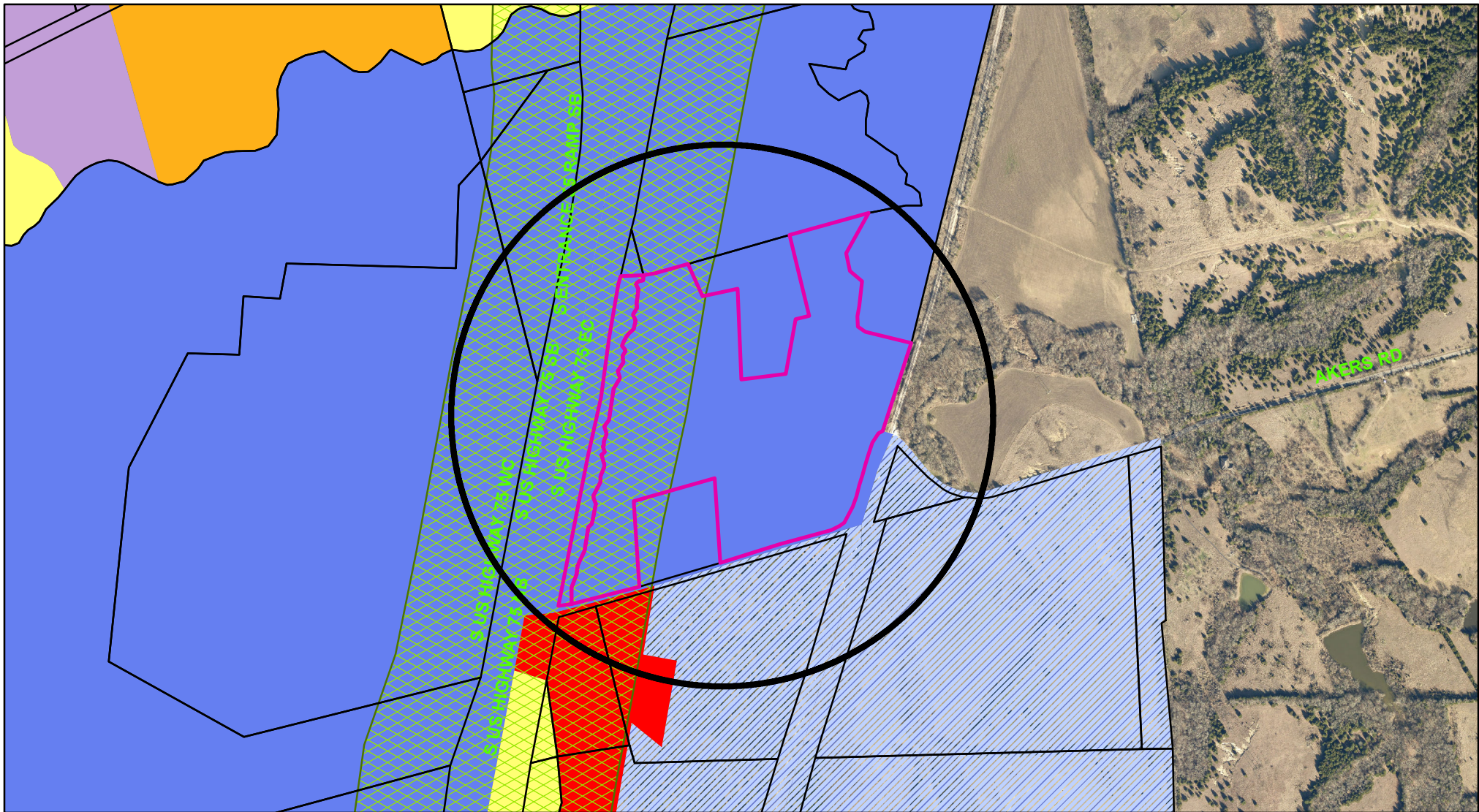


City of Sherman, Texas
Development Services Department

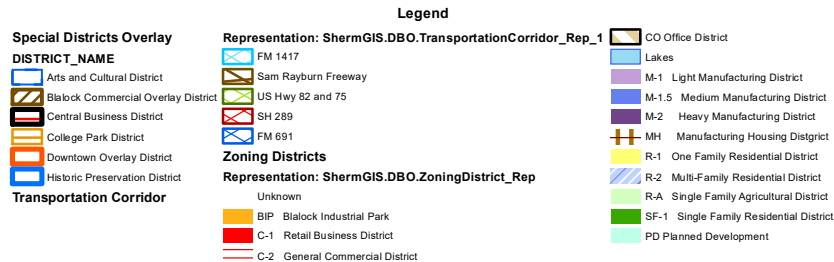
6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road



1 in = 900 ft



Zoning - 6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road

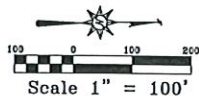


NOT TO SCALE

1 in = 800 ft

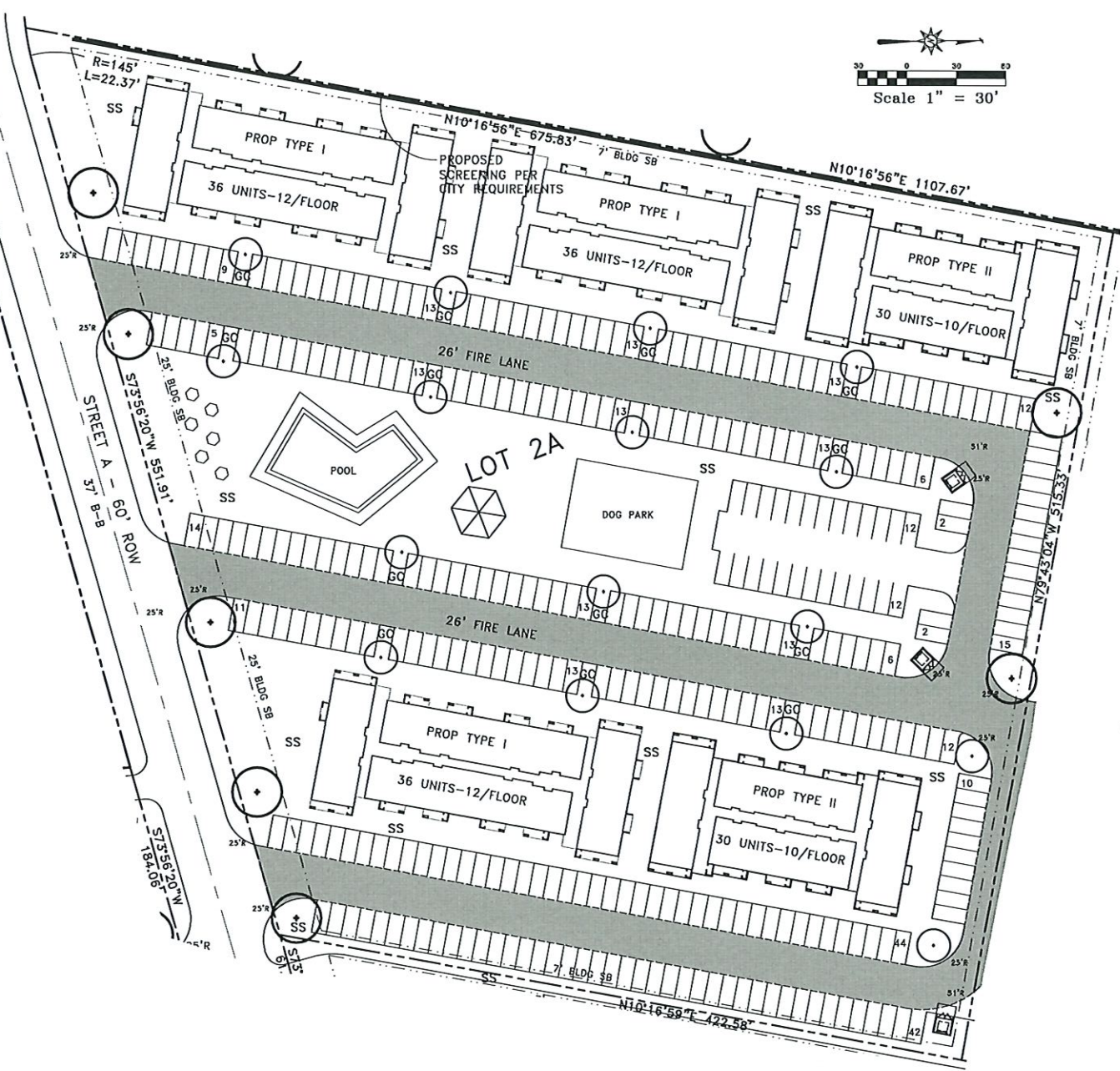
6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road





TRACT 3	
CURRENT ZONING	M-1.5
PROP ZONING	R-1
PROP USE	SINGLE-FAMILY RESIDENTIAL
AREA	20.23 AC (881,300.33 SF)

1



LEGEND:	
	PROP FIRE LANE PER CITY REQUIREMENTS
	PROP TREE
	PROP TREE - ORIENTAL
SS	PROP SOLID SIDE
GC	PROP GROUND COVER

SITE PLANT NOTES:

1. FIRE LANES FOR BLOCK SHALL BE 30' IN HEIGHT FIRE LANE 24' WIDE WITH MIN 25' B&S AND MIN 42' OUTSIDE RADIUS. FIRE LANES FOR BLOCK 30' OR MORE IN HEIGHT SHALL BE 36' WIDE WITH MIN 25' B&S AND MIN 42' OUTSIDE RADIUS.

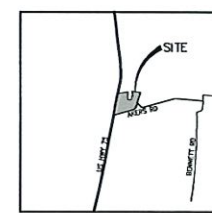
2. FIRE LANE SHALL BE CONSTRUCTED AND STRIPED PER CITY FIRE DEPT REQUIREMENTS.

3. ALL PAVING STRIPS SHALL BE 8' WIDE @ 20' DEEP UNLESS OTHERWISE NOTED.

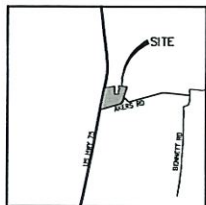
4. MANHOLE STALLS & MAN ACCESSIBLE SPACE SHALL BE 8' MIN WIDE @ 20' DEEP UNLESS OTHERWISE NOTED.

5. ALL DRIVEWAYS SHALL BE 8' MIN WIDE UNLESS OTHERWISE NOTED.

6. SIDEWALKS AND LANE



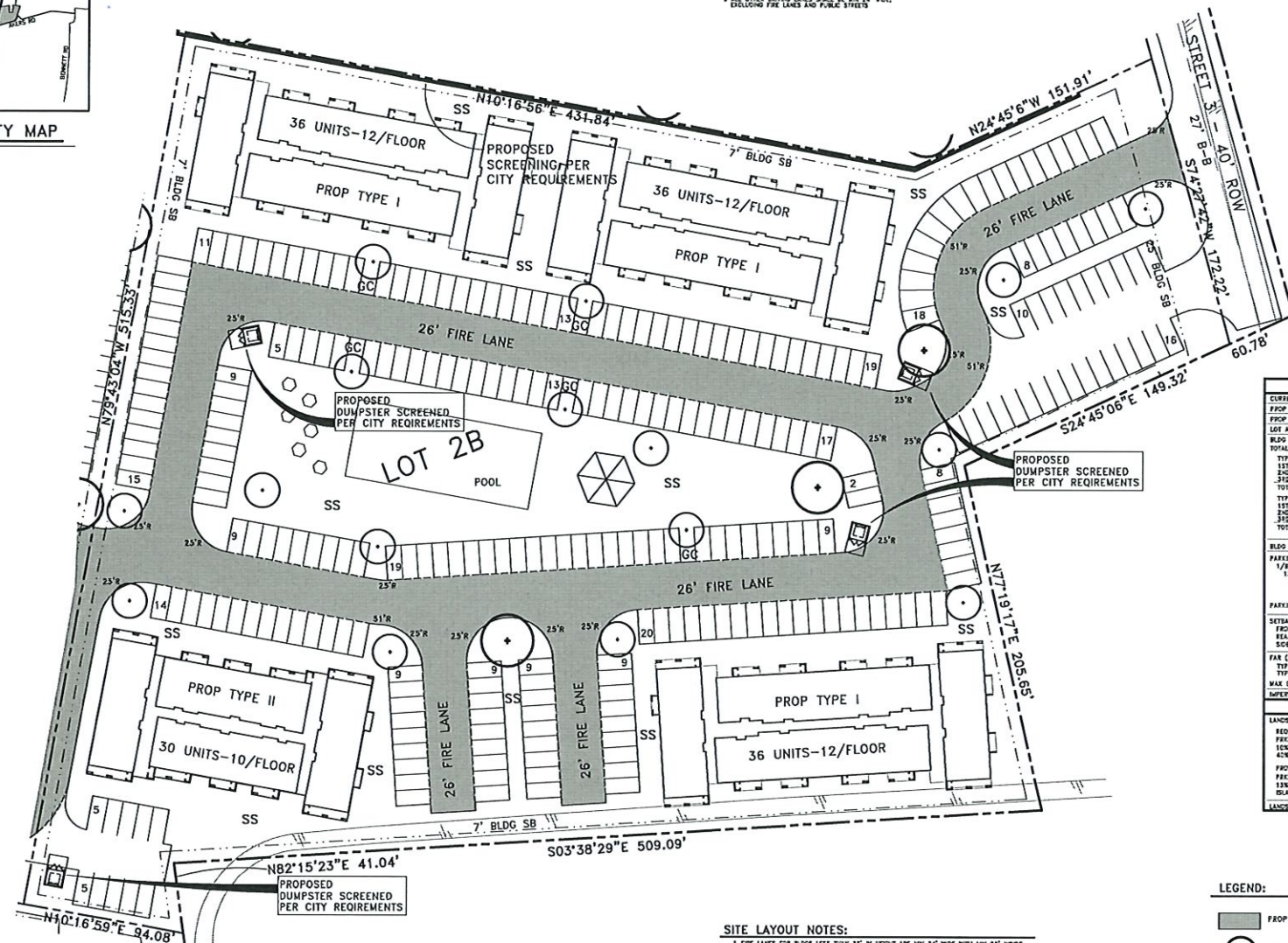
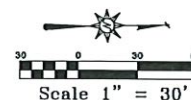
VICINITY MAP



VICINITY MAP

SITE LAYOUT NOTES:

1. FIRE LANES FOR BLDGS LESS THAN 30' IN HEIGHT ARE MIN 24' WIDE WITH MIN 25' INSIDE RADIUS AND MIN 40' OUTSIDE RADIUS. FIRE LANES FOR BLDGS 30' OR MORE IN HEIGHT ARE MIN 34' WIDE WITH MIN 100' INSIDE RADIUS AND MIN 150' OUTSIDE RADIUS. FIRE LANES SHALL BE CONSTRUCTED AND STRIPPED PER CITY FIRE DEPT REQUIREMENTS.
2. ALL 80' PARKING STALLS SHALL BE 8' WIDE X 20' DEEP UNLESS OTHERWISE SHOWN. HANDICAP STALLS & VAN ACCESSIBLE SPACES SHALL BE 9' MIN WIDE X 20' DEEP UNLESS SHOWN OTHERWISE.
3. ALL OTHER DRIVING LANES SHALL BE MIN 14' WIDE EXCLUDING FIRE LANES AND PUBLIC STREETS.



SITE SUMMARY - TRACT 2/LOT 2B	
CURRENT ZONING	M-1.5
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
LOT AREA	5.88 AC (247,729.35 SF)
BLDG AREA	181,378 SF
TOTAL NO UNITS	135
TYPE I	
1ST FLOOR	13,973 SF
2ND FLOOR	15,874 SF
3RD FLOOR	15,874 SF
TOTAL/BLDG	45,721 SF X 3 = 137,163 SF
TYPE II	
1ST FLOOR	11,874 SF
2ND FLOOR	11,874 SF
3RD FLOOR	11,874 SF
TOTAL/BLDG	35,622 SF X 1 = 35,622 SF
BLDG BY MAX	48' - 3 STORY
PARKING REQUIRED	278 SPCS
1/2 BEDROOM - MIN 2/1N1	
135 UNITS MAX 2 BEDROOMS	
PARKING PROVIDED	344 SPCS
SETBACKS	
FRONT	25'
REAR	25'
SIDE	7'
PER FLOOR-TOTAL AREA	150,222 (53,733/247,729.35)
TYPE I - 13,973+15,874+15,874 SF	
TYPE II - 11,874+11,874+11,874 SF	
MAX DENSITY	185 (247,729.35/1350)
IMPERVIOUS AREA	181,378 SF (73% OF SITE)
LANDSCAPING - TRACT 2/LOT 2B	
LANDSCAPE AREA	
REQUIRED	
PARKING AREA	114,587 SF
SIDE OF PARKING AREA	11,419 SF
ASIN AS ISLANDS	4354 SF
PROVIDED	
PARKING AREA	114,587 SF
SIDE OF PARKING AREA	11,419 SF
ISLANDS	11,889 SF (REQ 4584 SF)
LANDSCAPE AREA TOTAL	85,223 SF (35% OF SITE)

LEGEND:

- PROPOSED FIRE LANE PER CITY REQUIREMENTS
- PROPOSED TREE
- PROPOSED TREE - ORNAMENTAL
- PROPOSED SOLID SOLOE
- PROPOSED GROUND COVER

SITE LAYOUT NOTES:

1. FIRE LANES FOR BLDGS LESS THAN 30' IN HEIGHT ARE MIN 24' WIDE WITH MIN 25' INSIDE RADIUS AND MIN 40' OUTSIDE RADIUS. FIRE LANES FOR BLDGS 30' OR MORE IN HEIGHT ARE MIN 34' WIDE WITH MIN 100' INSIDE RADIUS AND MIN 150' OUTSIDE RADIUS. FIRE LANES SHALL BE CONSTRUCTED AND STRIPPED PER CITY FIRE DEPT REQUIREMENTS.
2. ALL 80' PARKING STALLS SHALL BE 8' WIDE X 20' DEEP UNLESS OTHERWISE SHOWN. HANDICAP STALLS & VAN ACCESSIBLE SPACES SHALL BE 9' MIN WIDE X 20' DEEP UNLESS SHOWN OTHERWISE.
3. ALL OTHER DRIVING LANES SHALL BE MIN 14' WIDE UNLESS OTHERWISE NOTED EXCLUDING FIRE LANES AND PUBLIC STREETS.

CONCEPTUAL SITE & LANDSCAPE PLAN
TRACT 2 - LOT 2B

HCE
Hickman Consulting Engineers
1700 W. Northwest Highway, Suite 170
Coppell, TX 75019
Phone: (469) 883-0025
Fax: (469) 883-0025
Engineers
Planners

SCALE: AS SHOWN
DATE: AUGUST 2021
DRAWN BY: JTP
CHECKED BY: JAL
PROJECT NO: 2102-246
FILE NAME: 2102-246.dwg
PLOT DATE: 08/23/21

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERVIEW
BY THE AUTHORITY OF
THE STATE OF TEXAS
P.L. 88-111.
IT IS NOT TO BE USED
FOR CONSTRUCTION
BIDDING OR PERMITTING
08-23-21
P-324

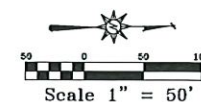
REVISION	DATE	DESCRIPTION



 PROP FIRE LANE PER CITY REQUIREMENTS
 PROP TREE
 PROP TREE - ORNAMENTAL
SS PROP SOLID SOLOE
GC PROP GROUND COVER

NOTE: EXCEPT NOTES:

- 1. FIRE LAKES FOR BUDS LESS THAN 35" IN HEIGHT ARE W/IN 24" WIDE W/IN 23" INSIDE RADIUS AND 24" OUTSIDE RADIUS. FIRE LAKES FOR BUDS 35" OR MORE IN HEIGHT ARE W/IN 25" WIDE W/IN 23" INSIDE RADIUS AND W/IN 31" OUTSIDE RADIUS.
- 2. FIRE LAKES SHALL BE CONSTRUCTED AND STIFFED PER CITY FIRE DEPARTMENT REQUIREMENTS.
- 3. ALL 80' PARKING STALLS SHALL BE 8' WIDE X 20' DEEP UNLESS OTHERWISE SHOWN. HANDICAP STALLS & VAN ACCESSIBLE SPACE SHALL BE 8' MIN WIDE X 20' DEEP UNLESS OTHERWISE SHOWN.
- 4. ALL DRIVING LANE SHALL BE W/IN 24" WIDE UNLESS OTHERWISE NOTED.
- 5. EXCLUDING FIRE LANES AND PUBLIC STREETS



SITE SUMMARY - TRACT 2/LOT 2C	
CURRENT ZONING	R-1.5
PROP ZONING	R-2
USE	MULTI-FAMILY RESIDENTIAL
LAND AREA	2,777 SF (120,819.73 SQ FT)
R2D AREA	17,393 SF
TOTAL NO UNITS	22
TYPE II	
1ST FLOOR	3888 SF
2ND FLOOR	3888 SF
TOTAL/BUILD	7776 SF X 1 = 7776 SF
TYPE V	
1ST FLOOR	8480 SF
2ND FLOOR	8480 SF
TOTAL/BUILD	12,960 SF X 1 = 12,960 SF
TYPE VI	
1ST FLOOR	7776 SF
2ND FLOOR	7776 SF
TOTAL/BUILD	15,552 SF X 3 = 46,656 SF
BUILD TOTAL	X = 2 STORY
PARKING REQUIRED	78 SPACES
VEHICULOM - MIN 24 UNITS ALL-BL. BLDG. MAX 3 BEDROOM 3 SPCS X 22 UNITS	
PARKING PROVIDED	117 SPACES
32 (2) CAR GARAGES = 32 DRIVEWAY SPACES (1/2 CAR) = 32 PARKING SPACES = 15	
SETBACKS	
FRONT	25'
REAR	5'
SIDE	2'
FAR (FLOOR-TO-AIR)	
TYPE II - 3888ft+3888 SF	1.0-28 (35,899 SF)
TYPE V - 8480ft+8480 SF	1.0-28 (35,899 SF)
TYPE VI - 7776ft+3888 SF	86 (120,819.73/1230)
MAX DENSITY	86 (120,819.73/1230)
UNIMPROVED AREA	81,533 SF (87% OF SITE)
IMPROVED AREA	19,286 SF (22% OF SITE)

SITE SUMMARY - TRACT 3/20 T2	
CURRENT ZONING	M-1.5
PROP ZONING	R-2
PROP USE	MULTI-FAMILY RESIDENTIAL
1ST FLOOR	2,811 SF (122,188.06 SF)
B.L.O.G AREA	87,392 SF
TOTAL NO UNITS	24
TYPE V	
1ST FLOOR	6,680 SF
2ND FLOOR	6,680 SF
TOTAL/B.L.O.G	12,960 SF X 4 = 51,840
TYPE VI	
1ST FLOOR	7,776 SF
2ND FLOOR	7,776 SF
TOTAL/B.L.O.G	15,552 SF X 1 = 15,552
B.L.O.G INT MIX	X - 2 STORY
PARKING REQUIRED 1/VEHICLE = MIN 24/UNIT	78 SPACES
ALL B.L.O.GS MAX 3 BEDROOM 3 SPOCS = 24 UNITS	
PARKING PROVIDED	115 SPACS
24 (1) CAR GARAGES = 32 DENYAT SPACES 1/VEHICLE = 32 PARKING SPACES = 6	
DECKINGS	
FRONT	25' x
REAR	25' x
	7'
FAR (FLOOR-TO-AREA)	
TYPE V = 66404/4625,820 SF	1.528 (34,889 SF)
TYPE VI = 77776/47778 SF	2.811 AC (122,188.06 SF)
MAX DENSITY	
W/VEHICLE	79,680 SF (40% OF SITE)
LANDSCAPE AREA TOTAL	43,151 SF (21% OF SITE)

Hickman Consulting Engineers
1705 W. Northwest Highway, Suite 175
Grapevine, Texas 76051
PH (409)293-2025
Engineers Planners

CONCEPTUAL SITE & LANDSCAPE PLAN
TRACT 2 – LOT 2C & 2D
JAMESTOWN SQUARE

SCALE: AS SHOWN
DATE: AUG2021
DRAWN BY: FP
CHK'D BY: SAL
JOB NO: 2120-246
FILE: K0806040000-0000
DATE: 08/23/21

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
STUART A. LYNN,
P.E. 88711.
IT IS NOT TO BE USED
FOR CONSTRUCTION
BIDDING OR PERMITTING
09-23-21

F-324

[illegible]

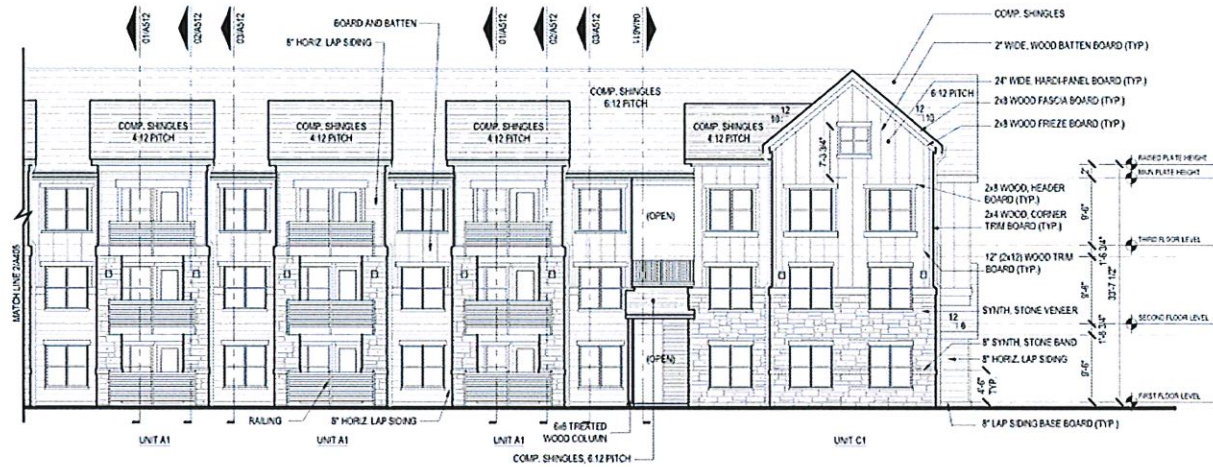
SHEET
6



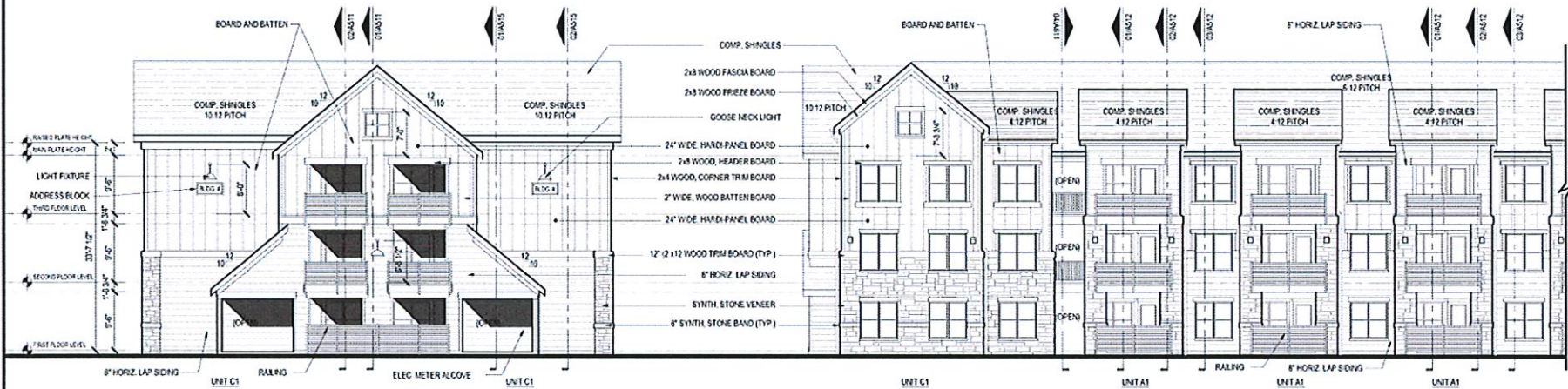








1 BUILDING TYPE 1 - PARTIAL FRONT ELEVATION (RIGHT HAND)
SCALE: 1/8" = 1'-0"



3 BUILDING TYPE 1 - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

2 BUILDING TYPE 1 - PARTIAL FRONT ELEVATION (LEFT HAND)
SCALE: 1/8" = 1'-0"

DBA
ARCHITECTS



© 2024 by DBA Architects.
All rights reserved.
The arrangements depicted herein are the sole property of DBA Architects and may not be reproduced in any form without its written permission.

Southgate Apt. @
Princeton Crossroads
BUILDING TYPE 1
EXTERIOR ELEVATIONS

Revision	Date
01	

Issue Date:
ISSUE FOR BIDDING
05-15-2024
ISSUE FOR PERMIT
02-07-2025

Scale:
Drawn By:
Checked By:
Sheet
A405
Project No.:

ISSUED FOR PERMIT: 02-07-20

MATERIALS LEGEND	
BRICK	COMPOSITION ROOF
	
HORIZONTAL COMPOSITE SIDING	VERTICAL COMPOSITE SIDING
	

GENERAL NOTES			
NO.	DESCRIPTION	NO.	DESCRIPTION
A.	Consult Architect upon the investigation of any condition inconsistent to the intent of these drawings.	J.	Paint all equipment panels, conduit, and piping on exterior to match adjacent surface color. Refer to Exterior Materials Package for paint colors.
B.	DO NOT SCALE DRAWINGS. Contact Architect for clarification for any missing or unclear dimension or note.	K.	REF. CIVIL for all Finish Floor Elevations. Finish Floor Elevations vary by UNIT.
C.	Provide vertical masonry expansion joints as shown and no more than 25' O.C.		
D.	Herringbone brick veneer edged with stacked bond header course at sides.		

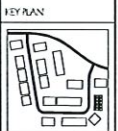


MONTICELLO TOWNHOMES

PRINCETON, TX



REVISIONS:
 1. City Comments 5/25/21



JOHN No. 20044-SU-2

DATE TBD.

EXTERIOR ELEVATIONS

SHELL SUIT

A4

STAFF REVIEW LETTER

September 13, 2021

Jamestown Square, LLC
900 W. Bethany Dr., Ste. 230
Allen, TX 75013

Carroll Consulting Group, Inc
PO Box 11
Lavon, TX 75166

Cope Equities
James Cruse
900 W. Bethany Dr
Allen, TX 75013

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75020

Billy Peck Construction
Todd Downing
900 W. Bethany, Ste. 230
Allen, TX 75013

Hickman Consulting Engineers
1705 W. Northwest Highway, Ste. 175
Grapevine, TX 76051

DBA Architects
111 S. Kentucky St., Ste. 210
McKinney, TX 75069

Dear Applicants,

The request for a zone change and site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District, R-2 (Multi-Family Residential) District and R-1 (One-Family Residential) District located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 19, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning – Tract 1 – C-1 (Retail Business) District:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. The required parking requirement shall be determined by use.
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
7. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).

8. The trash dumpster must be located inside the main building area. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
9. The site plan is conceptual, a more detailed site plan will require additional approval from the Planning and Zoning Commission.
10. Any nonconforming signs will need to be removed before building permits will be issued.
11. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Zoning – Tract 2 – R-2 (Multi-Family Residential) District:

14. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
15. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
16. The setbacks requirements are: Front and Rear – 25'; Sides - minimum 7', sum of both sides minimum 23'. (*Chapter 14, Exhibit A, Sec. 6.4*)
17. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
18. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
19. All finishes shall be masonry or masonry veneer. (*Chapter 14, Exhibit A, Section 6.4*)
20. The trash dumpster will need to be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
21. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).
22. Screening of the property is required. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)*)
23. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
24. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
25. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.
26. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
27. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
28. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Zoning – Tract 3 – SF-1 (Single-Family Residential) District:

29. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the SF-1 (Single-Family Residential) District,

- the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.2; Sec. 7(13) and Sec. 17*).
30. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
 31. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
 32. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.2 and Section 7, Subsection 10(b)*)
 33. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
 34. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
 35. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
 36. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
 37. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

38. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
39. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
40. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
41. The location of the trash receptors must be approved by the Public Works Department.
42. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
43. Proposed street names must be approved by the City of Sherman Development Services Department. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*
44. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
45. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H).*
46. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
47. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC: Robby Hefton, City Manager
 Clint Philpott, Asst. City Manager
 Wayne Lee, P.E., Director of Engineering
 Tom Pruitt, Utility Engineer
 The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

 Billy Hartsfield, Fire Marshal
 Amber Doan, Engineering Coordinator
 Christopher Armstrong, Asst. City Engineer



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 22.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

6000-6400 BLOCKS SOUTH U.S. HIGHWAY 75 AND 100-200 BLOCKS AKERS ROAD

The request of Jamestown Square, LLC (Owner), Cope Equities, James Cruse (Representative/Developer), Hickman Consulting Engineers (Civil Engineer), DBA Architects (Architects), Billy Peck Construction (Contractor), Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, being 54.527 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765; as follows;

Planning and Zoning Commission

- A. **Tract 1** – Being 14.949 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District
- B. **Tract 2** – Being 19.347 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.
- C. **Tract 3** – Being 20.232 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an SF-1 (Single-Family Residential) District.

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The property is zoned an M-1.5 (Medium Manufacturing) District.

The owner would like to divide separate tracts to develop commercial, multi-family (apartments & townhomes) and single-family homes.

Tract 1 will include:

- Lot 1 A - 70,000 total square feet commercial space (4 buildings - 17,500 sq. ft. each)
- Lot 1 B - 1 building, 8,604 square feet commercial space
- Lot 1 C - 1 building, 8,604 square feet, Quick Serve Retail
- Lot 1 D - 1 building, 4,697 square feet, Quick Serve Retail,

Tract 2 will include:

- Lot 2 A - 168 total units; 3-story apartments, Amenities (clubhouse, dog park, pool), Maximum 2 bedrooms, Type I: 36 units - 12 per floor, 13,973 square foot per floor, 3 buildings; 125,757 total sq. ft.; Type II: 30 units - 10 per floor, 11,874 square foot per floor, 2 buildings; 70,244 total sq. ft. Parking will be provided for 344 parking spaces.
- Lot 2 B - Multi-Family Residential - 138 units, Maximum 2 bedrooms, Type I - 3 buildings, 3 story, 41,919 sq. ft.; Type II - 1 building, 3 story, 35,622 sq. ft. Parking will be provided for 344 spaces.
- Lot 2 C - 52 Townhomes (10 buildings) Type III: 2 story, 7,776 sq. ft.; Type V: 2 story, 12,960 sq. ft.; Type VI: 3 buildings, 2 story, 46,656 sq.ft, Parking will be provided for 117 spaces - 26 (2) car garages, Driveway- 65 spaces.
- Lot 2 D - Multi-Family Residential - 26 total units - Type V - 4 buildings, 2 story, 12,960 sq. ft. each; Type VI - 1 building, 2 story, 15,552 sq. ft. Parking will be provided for 110 spaces, 26 (2) car garages and 58 in driveway.

Tract 3 will include:

62 Single-family homes

Adjacent Zoning:

C-1 (Retail Business) District

R-2 (Multi-Family Residential) District

Origination:

Jamestown Square, LLC (Owner)

Cope Equities, James Cruse (Representative/Developer)

Hickman Consulting Engineers (Civil Engineer)

DBA Architects (Architects)

Billy Peck Construction Contractor)

Carroll Consulting Group, Inc. and Underwood Drafting and Surveying (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land.

These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Exhibit A - Tract 1 (C-1) - Survey & Field Notes

Exhibit B - Tract 2 (R-2)- Survey & Field Notes

Exhibit C - Tract 3 (R-1) - Survey & Field Notes

Zoning Concept Plan & Site Plan

Building Elevations Multi-Family

Building Elevations - Commercial

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 6.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6433

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow an Automobile Repair, Oil and Lube and Tire Sales and Service Center in a C-2 (General Commercial) District at 1504 West Houston Street, being Lot 1A of the Replat of Lot 1, Block 1, Oasis Addition (Willow Bend Holdings, LLC, Owner; Gareb Joseph Tahir, Applicant; and Helvey-Wagner and Associates Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00

Issue:

To consider Granting a Specific Use Permit to allow an Automobile Repair, Oil and Lube and Tire Sales and Service Center in a C-2 (General Commercial) District at 1504 West Houston Street, being Lot 1A of the Replat of Lot 1, Block 1, Oasis Addition, Willow Bend Holdings, LLC, Owner; Gareb Joseph Tahir, Applicant; and Helvey-Wagner and Associates Surveying, Surveyor

Background:

The property is located at 1504 West Houston Street; the southwest corner of Houston Street and Tolbert Avenue. The property is zoned a C-2 (General Commercial) District.

The following has been approved for the property:

June 9, 1998 - Exception to allow overhead doors facing a major thoroughfare

July 16, 2012 - Specific Use Permit to allow an Auto Service Oil and Lube Center (Ord. 5748)

The owner would like to open an Automobile Repair, Oil and Lube, Tire Sales and Service Facility at this location. Their business involves mostly tires and light mechanical work. They are currently operating First Choice of Texoma at 1624 Texoma Parkway.

Origination:

Willow Bend Holdings, LLC (Owner)

Gareb Joseph Tahir (Applicant)

Helvey and Associates Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6433
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Survey/Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6433

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR, OIL AND LUBE AND TIRE SALES AND SERVICE CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1504 WEST HOUSTON STREET, BEING LOT 1A OF THE REPLAT OF LOT 1, BLOCK 1, OASIS ADDITION (WILLOW BEND HOLDINGS, LLC, OWNER; GAREB JOSEPH TAHIR, APPLICANT; AND HELVEY-WAGNER AND ASSOCIATES SURVEYING (SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the effective date of this Ordinance, Willow Bend Holdings, LLC (Owner), Gareb Joseph Tahir (Applicant) and Helvey and Associates Surveying (Surveyor) concerning the property located at 1504 West Houston Street, being Lot 1A of the Replat of Lot 1, Block 1, Oasis Addition are granted a Specific Use Permit to allow an Automobile Repair, Oil and Lube and Tire Sales and Service Center in a C-2 (General Commercial) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**:

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the

Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14) and Sec. 17*).

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
7. The sign is located in the right-of-way; it will need to be relocated to meet the setbacks requirements (25' from Houston Street property line) and the Sign Ordinance. (*Chapter 14, Exhibit A, Sec. 7 (6) and 7(14)*)
8. Must comply with the City of Sherman Floodplain Ordinance (*Chapter 3. Article 3.12*)
9. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts is allowed.
10. The property must be properly maintained in a state of good repair and neat appearance.
11. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
12. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. (*Chapter 14, Exhibit A, Sec. 8 (5)(b)*)
13. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
16. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
17. Signs will not be permitted within public right of way.
18. Entire property lies within Floodplain per FEMA Physical Map Revision No. 316-PMR to be published in October 2021.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under

this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of November, 2021.

ADOPTED on this the 15th day of November, 2021.

EFFECTIVE DATE on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

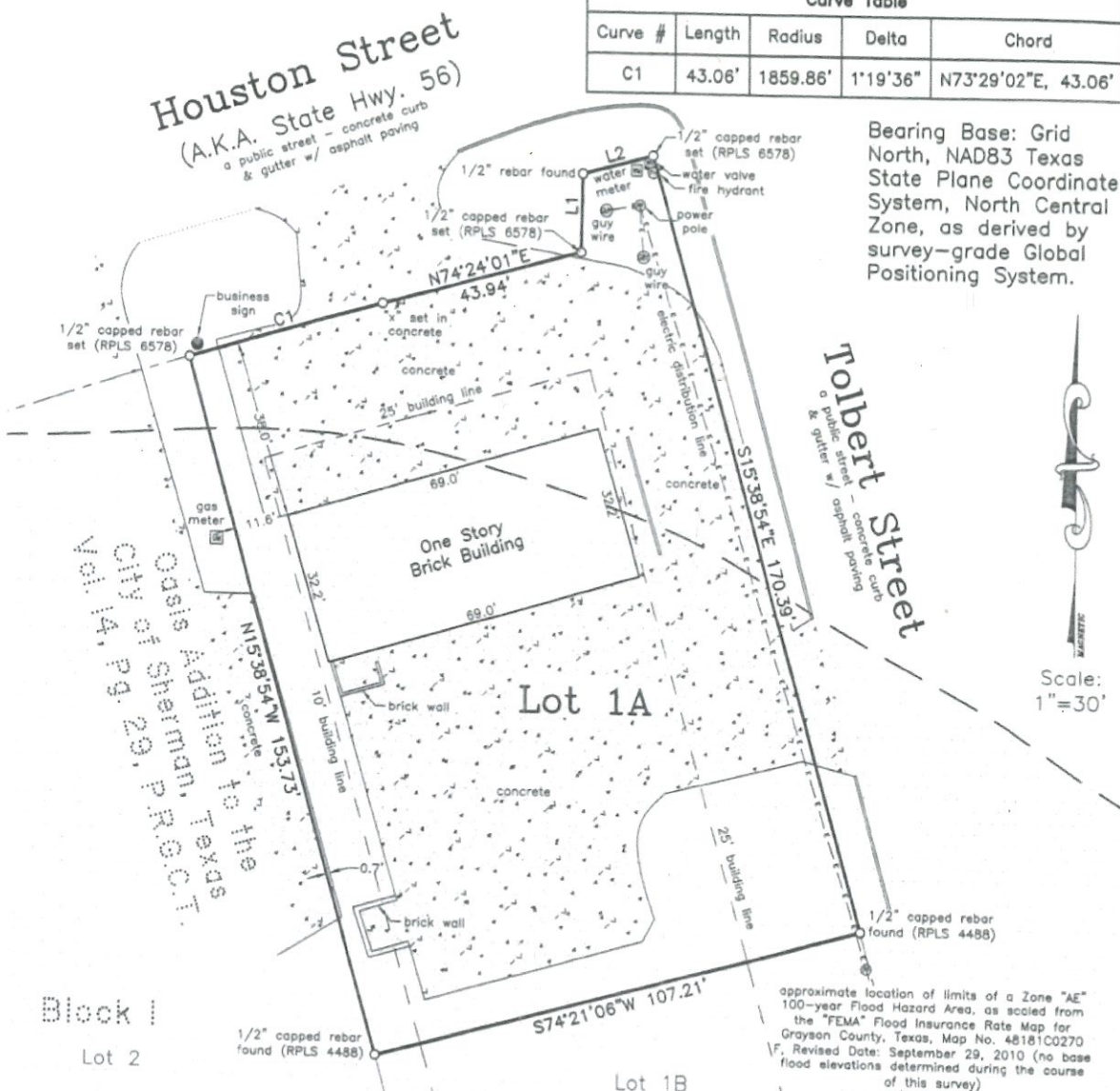
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	43.06'	1859.86'	1°19'36"	N73°29'02"E, 43.06'



Owner: Aziz Ul-Hassan Family LP
 Buyer: Gareb Tahir & Alan Ari
 Address: 1504 W. Houston Street
 Sherman, Texas

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, Lamar National Bank and Hudson Title Group and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct to the best of my knowledge and belief as shown hereon.

Legal Description is as follows: Lot 1A, Block One, Replat of Lot One, Block One, Oasis Addition to the City of Sherman, Grayson County, Texas, as per plat of record in Volume 15, Pages 33 & 34, Plat Records, Grayson County, Texas.

A portion of the subject property shown hereon lies within the limits of a Zone "AE" 100-year Flood Hazard Area, as scaled from the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0270 F, Revised Date: September 29, 2010.

Job No. AGS170621
Helvey-Wagner Surveying, Inc.
 222 W. Main St., Denison, Texas 75020
 Phone (903) 463-6191
 Email: kate@helveywagnersurvey.net
 TBPES Firm Registration No. 10088100



Kate A. Wagner, Surveyor, No. 6578
 Copyright Date: June 7, 2021



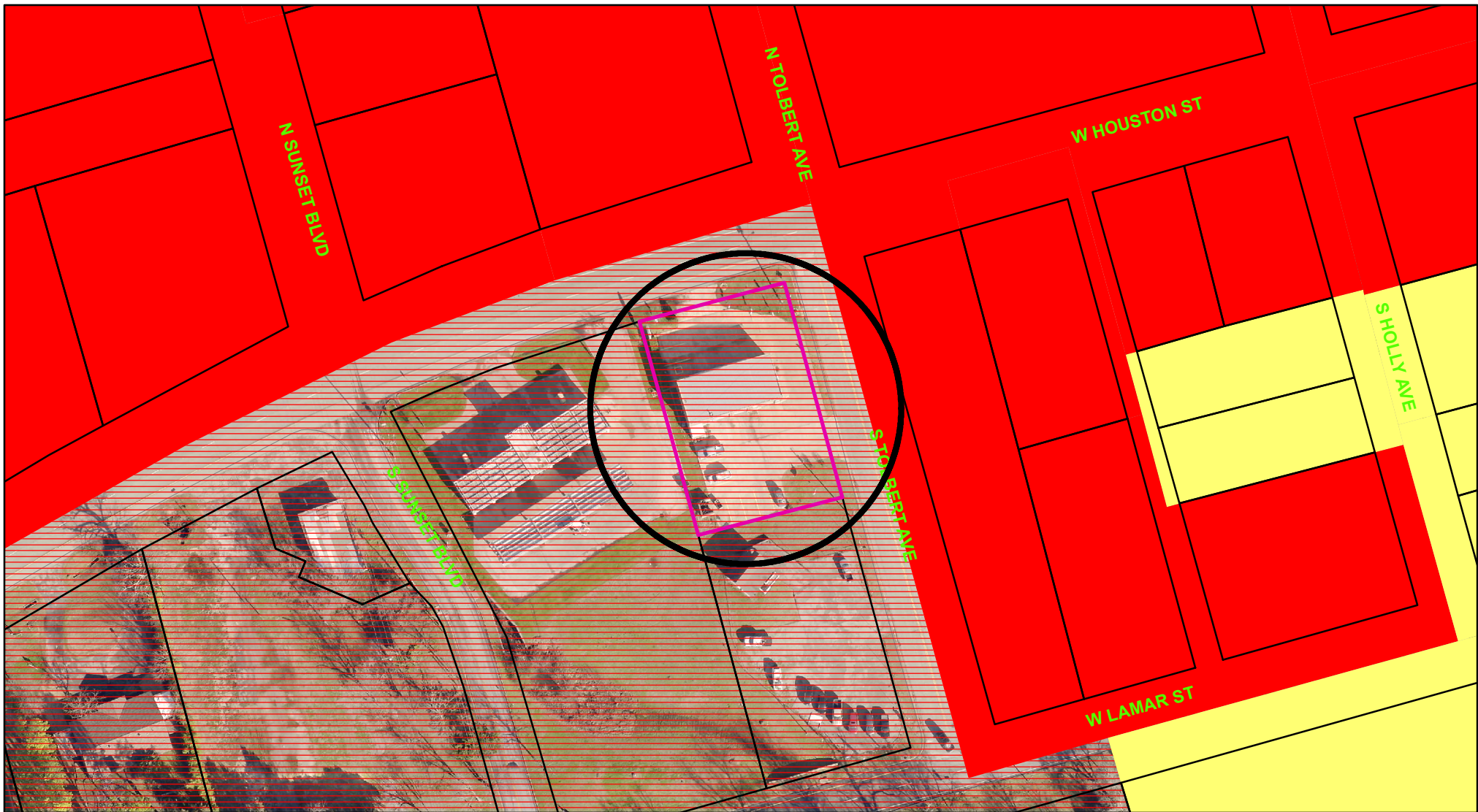
City of Sherman, Texas
Development Services Department

1504 West Houston Street



NOT TO SCALE

1 in = 200 ft



Zoning - 1504 West Houston Street

Legend

Special Districts Overlay

DISTRICT_NAME

-  Arts and Cultural District
-  Ballock Commercial Overlay District
-  Central Business District
-  College Park District
-  Downtown Overlay District
-  Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

-  FM 1417
-  Sam Rayburn Freeway
-  US Hwy 82 and 75
-  SH 289
-  FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

-  Unknown
-  BIP Ballock Industrial Park
-  C-1 Retail Business District
-  C-2 General Commercial District

CO Office District

-  Lakes
-  M-1 Light Manufacturing District
-  M-1.5 Medium Manufacturing District
-  M-2 Heavy Manufacturing District
-  MH Manufacturing Housing District
-  R-1 One Family Residential District
-  R-2 Multi-Family Residential District
-  R-A Single Family Agricultural District
-  SF-1 Single Family Residential District
-  PD Planned Development



City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 100 ft

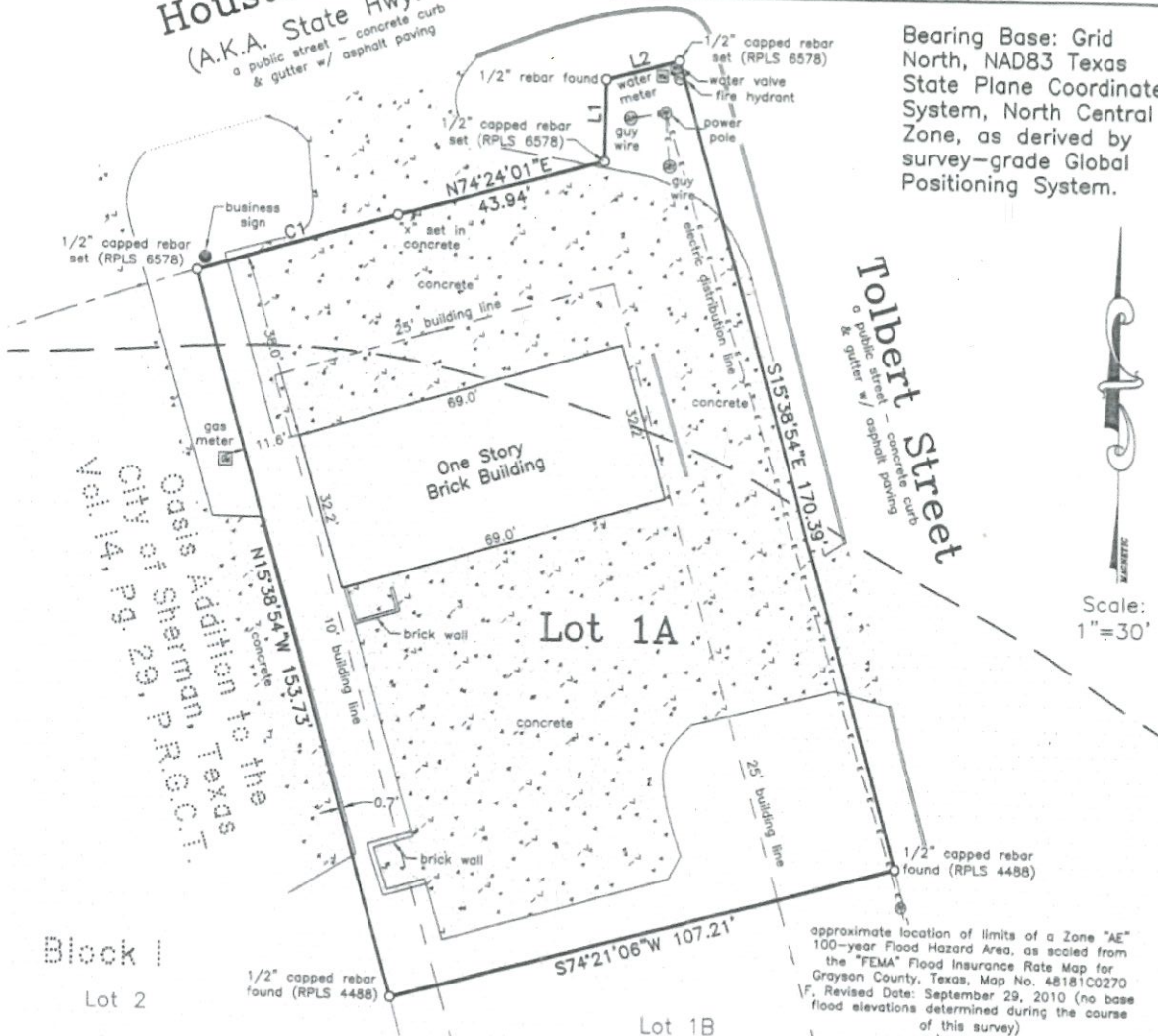
1504 West Houston Street



Houston Street
(A.K.A. State Hwy. 56)
a public street - concrete curb
& gutter w/ asphalt paving

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	43.06'	1859.86'	1°19'36"	N73°29'02"E, 43.06'

Bearing Base: Grid
North, NAD83 Texas
State Plane Coordinate
System, North Central
Zone, as derived by
survey-grade Global
Positioning System.



Scale:
1"=30'

Owner: Aziz Ul-Hassan Family LP
Buyer: Gareb Tahir & Alan Ari
Address: 1504 W. Houston Street
Sherman, Texas

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, Lamar National Bank and Hudson Title Group and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct to the best of my knowledge and belief as shown hereon.

Legal Description is as follows: Lot 1A, Block One, Replat of Lot One, Block One, Oasis Addition to the City of Sherman, Grayson County, Texas, as per plat of record in Volume 15, Pages 33 & 34, Plat Records, Grayson County, Texas.

A portion of the subject property shown hereon lies within the limits of a Zone "AE" 100-year Flood Hazard Area, as scaled from the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0270 F, Revised Date: September 29, 2010.

Job No. AGS170621
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100



Kate A. Wagner, Surveyor, S. No. 6578
Copyright Date: June 7, 2021

Offering Mobil™ Products
Mobil 1 **Mobil Super**

TRACK ONE
YOUR CAR CARE EXPERTS

We recommend Mobil™ Lubricants
Mobil 1 **Mobil Super**

TRACK ONE
Quality
Oil Change,
Tire and
Battery Service

Enter
Mobil



OPEN

STOP
PLEASE
WAIT FOR
ATTENDANT

Enter
Mobil

STOP
PLEASE
WAIT FOR
ATTENDANT

WARRANTY
FACILITY
BUILT HERE

TRUSTED CARE FOR YOUR CAR

1503











STAFF REVIEW LETTER

October 12, 2021

Willow Bend Holdings
6724 Mantissa Drive
Plano, TX 75023

Helvey-Wagner Surveying
122 W. Main St.
Denison, TX 75020

Gareb Tahir
6724 Montissa Drive
Plano, TX 75023

Dear Applicants,

The request for a Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an Automobile Repair, Oil and Lube and Tire Sales and Service Center in a C-2 (General Commercial) District located at 1504 West Houston Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 19, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
7. The sign is located in the right-of-way; it will need to be relocated to meet the setbacks requirements (25' from Houston Street property line) and the Sign Ordinance. (*Chapter 14, Exhibit A, Sec. 7 (6) and 7(14)*)
8. Must comply with the City of Sherman Floodplain Ordinance (*Chapter 3. Article 3.12*)
9. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts is allowed.
10. The property must be properly maintained in a state of good repair and neat appearance.
11. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.

12. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. (*Chapter 14, Exhibit A, Sec. 8 (5)(b)*)
13. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
16. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
17. Signs will not be permitted within public right of way.
18. Entire property lies within Floodplain per FEMA Physical Map Revision No. 316-PMR to be published in October 2021.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC:	Robby Hefton, City Manager	Billy Hartsfield, Fire Marshal
	Clint Philpott, Asst. City Manager	Amber Doan, Engineering Coordinator
	Wayne Lee, P.E., Director of Engineering	Christopher Armstrong, Asst. City Engineer
	Tom Pruitt, Utility Engineer	
	The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney	



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 16.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

1504 WEST HOUSTON STREET

The request of Willow Bend Holdings, LLC (Owner), Gareb Joseph Tahir (Applicant) and Helvey and Associates Surveying (Surveyor) concerning the property located at 1504 West Houston Street, being Lot 1A of the Replat of Lot 1, Block 1, Oasis Addition, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an Automobile Repair, Oil and Lube, Tire Sales and Service Center in a C-2 (General Commercial) District.

Background:

The property is located at 1504 West Houston Street; the southwest corner of Houston Street and Tolbert Avenue. The property is zoned a C-2 (General Commercial) District.

The following has been approved for the property:

June 9, 1998 - Exception to allow overhead doors facing a major thoroughfare

July 16, 2012 - Specific Use Permit to allow an Auto Service Oil and Lube Center (Ord. 5748)

The owner would like to open an Automobile Repair, Oil and Lube, Tire Sales and Service Facility at this location.

Adjacent Zoning:

C-1 (Retail Business) District

C-2 (General Commercial) District

Origination:

Willow Bend Holdings, LLC (Owner)

Gareb Joseph Tahir (Applicant)

Helvey and Associates Surveying (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

8

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey/Site Plan

Building Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 7.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO.6434

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District at 214 East College Street, being 0.239 Acres in the J.B. McAnair Survey, Abstract No. 763 (MPY Homes, LLC, Owner, Anil Pesaramelli, Representative; Charlie Shearer, Shearer Design & Associates, Designer; and Copley Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00

Issue:

To consider Granting a Specific Use Permit to allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District at 214 East College Street, being 0.239 acres in the J.B. McAnair Survey, Abstract No. 763 (MPY Homes, LLC, Owner, Anil Pesaramelli, Representative; Charlie Shearer, Shearer Design & Associates, Designer; and Copley Land Surveying, Surveyor)

Background:

The property is located at 214 East College Street between Walnut and Montgomery Streets. The property is zoned an R-1 (One-Family Residential) District. The owner would like to construct a Two-Family Dwelling (Duplex) on the property. The dwelling will be approximately 2,878 square feet (1,439 square feet per unit), three bedrooms with one-car garage. Three parking spaces will be provided per unit.

Origination:

MPY Homes LLC (Owner)
Anil Pesaramelli (Representative)
Charlie Shearer, Shearer Design & Associates (Designer)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6434
Exhibit A
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6434

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TWO-FAMILY DWELLING (DUPLEX) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT AT 214 EAST COLLEGE STREET, BEING 0.239 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (MPY HOMES, LLC, OWNER; ANIL PESARAMELLI, REPRESENTATIVE; CHARLIE SHEARER, SHEARER DESIGN & ASSOCIATES, DESIGNER; AND COPLEY LAND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the effective date of this Ordinance, MPY Homes, LLC (Owner), Anil Pesaramelli (Representative), Charlie Shearer, Shearer Design & Associates (Designer) and Copley Land Surveying (Surveyor) concerning the property located at 214 East College Street, being 0.239 acres in the J.B. McAnair Survey, Abstract No. 763 are granted a Specific Use Permit to allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A**:

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District

the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) and Sec. 17*)

2. Fire access lanes and codes shall be coordinated with the Fire Marshal 903-892-7267.
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. A minimum 6' fence is required abutting residentially zoned property. (*Chapter 14, Exhibit A, Section 7, Subsection 13*)
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b)*)
7. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
8. Platting of the property is required.
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

11. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 15th day of November, 2021.

ADOPTED on this the 15th day of November, 2021.

EFFECTIVE DATE on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

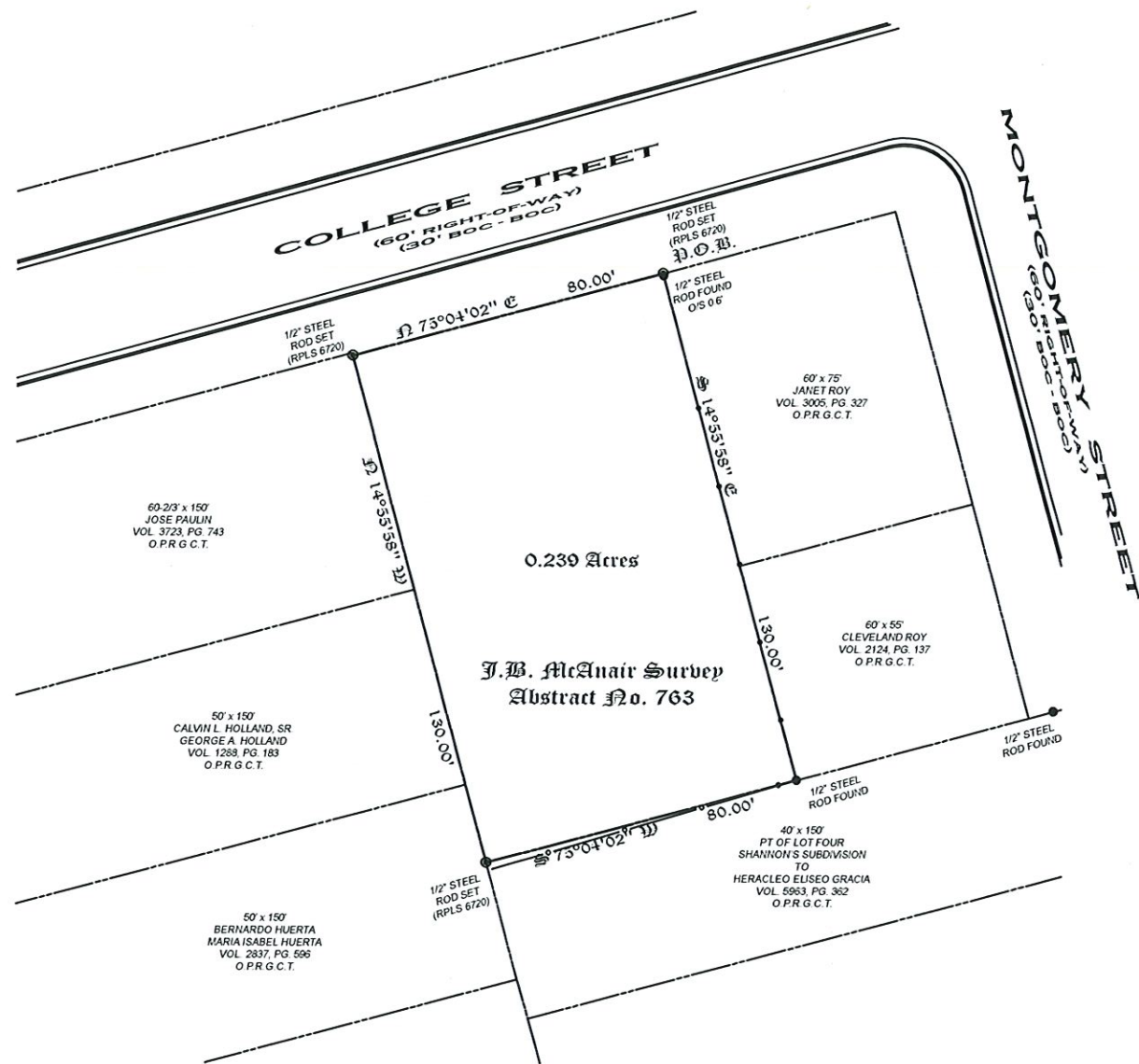
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A



BASIS OF BEARINGS -
GRID NORTH 114.083
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)



Final Plat of
M.P.Y. Homes
Second Addition
an addition to
the City of Sherman
Grayson County, Texas

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75000
TX 003-413-0043, TX 560-950-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER
MPY HOMES, LLC
5200 WINDHAVEN
PARKWAY #1308
LEWISVILLE, TEXAS

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN.
SHERMAN, TEXAS 75000

05/26/2021

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the J.B. McAnair Survey, Abstract No. 763, and being the same 0.239 acre tract of land conveyed to MPY HOMES, LLC by deed of record in Document No. 2021-10863, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the south line of E. College Street for the northeast corner of said 0.239 acre tract and the northwest corner of a 60' x 75' tract of land conveyed to Janet Roy by deed of record in Volume 3005, Page 327 of said Official Public Records;

Thence South 14°55'58" East, along the east line of said 0.239 acre tract and the west line of said 60' x 75' tract passing the southwest corner of said 60' x 75' tract continuing along the west line of a 60' x 55' tract of land conveyed to Cleveland Roy by deed of record in Volume 2124, Page 137 of said Official Public Records a total distance of 130.00 feet to a 1/2" steel rod found at the corner of a chainlink fence in the north line of a 40' x 150' tract of land being part of Lot Four, Shannon's Subdivision to Grayson County conveyed to Heracleo Eliseo Gracia by deed of record in Volume 5963, Page 362 of said Official Public Records, said rod maintaining the southeast corner of said 0.239 acre tract and the southwest corner of said 60' x 55' tract;

Thence South 75°04'02" West, along the north line of said 40' x 150' tract and the south line of said 0.239 acre tract, a distance of 80.00 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the east line of a 50' x 150' tract of land conveyed to Bernardo Huerta and wife Maria Isabel Huerta by deed of record in Volume 2837, Page 596 of said Official Public Records for the southwest corner of said 0.239 acre tract and the northwest corner of said 40' x 150' tract;

Thence North 14°55'58" West, along the west line of said 0.239 acre tract and the east line of said 50' x 150' Hueria Tract passing the northeast corner of said 50' x 150' Hueria Tract, continuing along the east line of a 50' x 150' tract conveyed to Calvin L. Holland, Sr. and wife George A. Holland by deed of record in Volume 1288, Page 183, Deed Records, Grayson County, Texas passing the northeast corner of said 50' x 150' Holland Tract and continuing along the east line of a 60-2/3' x 150' tract conveyed to Jose Paulin by deed of record in Volume 3723, Page 743 a total distance of 130.00 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the south line of said E. College Street for the northwest corner of said 0.239 acre tract;

Thence North 75°04'02" East, along the south line of said E. College Street and the north line of said 0.239 acre tract, a distance of 80.00 feet to the Point-of-Beginning and containing 0.239 acres of land.

KNOWN ALL MEN BY THESE PRESENTS:

That I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

Date

- GENERAL NOTES -

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Onco Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury or loss of property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

Purpose:
The purpose of this is to Plat this 0.239 acre tract.

Vicinity Map



Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75000
TX 003-413-0043, TX 560-950-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER
MPY HOMES, LLC
5200 WINDHAVEN
PARKWAY #1308
LEWISVILLE, TEXAS

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN.
SHERMAN, TEXAS 75000

05/26/2021

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, MPY HOMES, LLC, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Final Plat of M.P.Y. HOMES SECOND ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this ___ day of ___, 2021.

ANIL PESAREMELLI

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ANIL PESAREMELLI known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of ___, 2021.

Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of M.P.Y. HOMES SECOND ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the ___ day of ___, 2021, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this ___ day of ___, 2021.

Clerk, City of Sherman, Texas

Approved this ___ day of ___, 2021, by the City Planning Commission
to the City of Sherman, Texas.

Chairman

Secretary

Accepted by the City Council of the City Sherman.

Mayor, City of Sherman, Texas

Date

Final Plat of
M.P.Y. Homes
Second Addition
an addition to
the City of Sherman
Grayson County, Texas



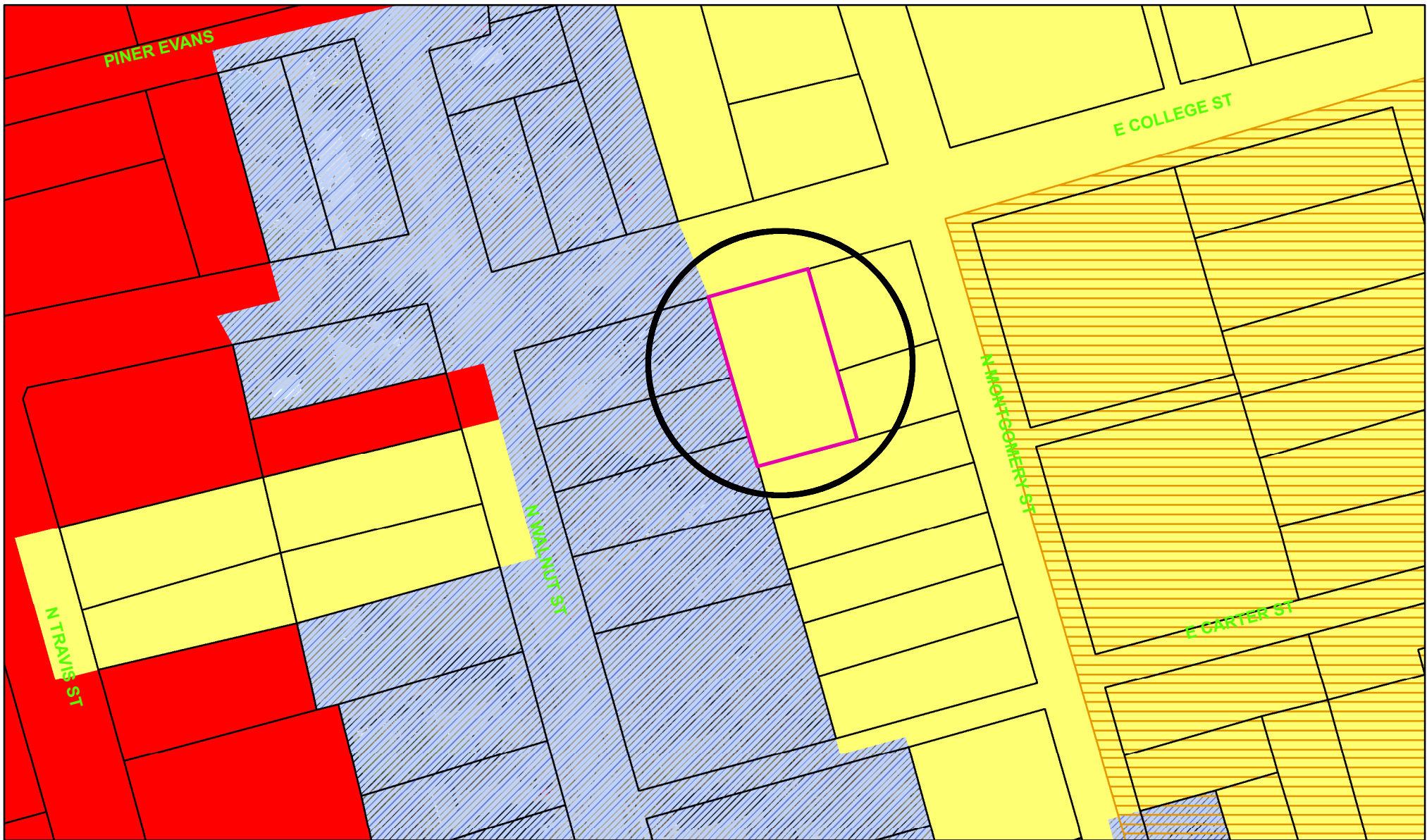
214 East College Street

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 200 ft



Zoning - 214 East College Street

Legend

Special Districts Overlay

DISTRICT_NAME	
Arts and Cultural District	
Blalock Commercial Overlay District	
Central Business District	
College Park District	
Downtown Overlay District	
Historic Preservation District	
Transportation Corridor	

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

FM 1417	
Sam Rayburn Freeway	
US Hwy 82 and 75	
SH 289	
FM 691	

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown	
BIP Blalock Industrial Park	
C-1 Retail Business District	
C-2 General Commercial District	

CO Office District	
Lakes	
M-1 Light Manufacturing District	
M-1.5 Medium Manufacturing District	
M-2 Heavy Manufacturing District	
MH Manufacturing Housing District	
R-1 One Family Residential District	
R-2 Multi-Family Residential District	
R-A Single Family Agricultural District	
SF-1 Single Family Residential District	
PD Planned Development	

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

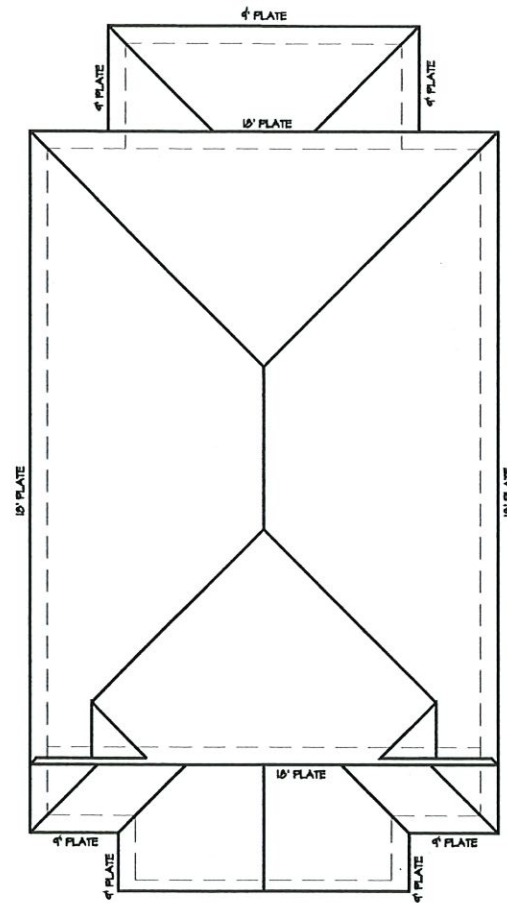


NOT TO SCALE

1 in = 100 ft

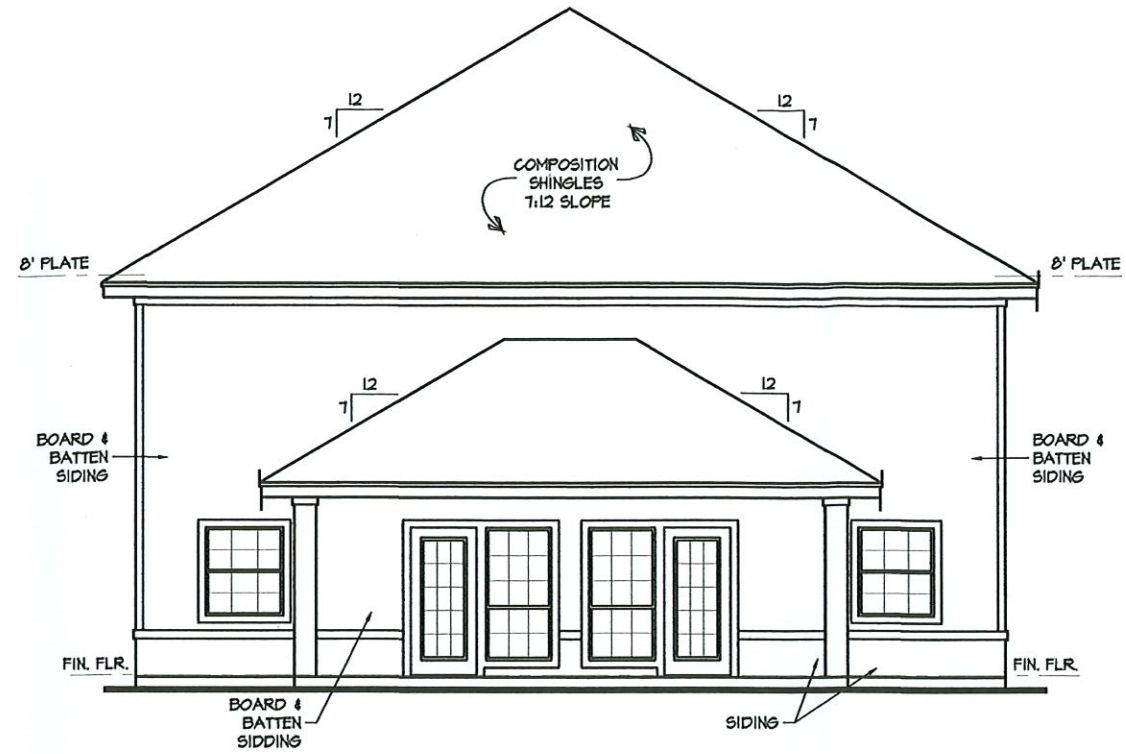
214 East College Street





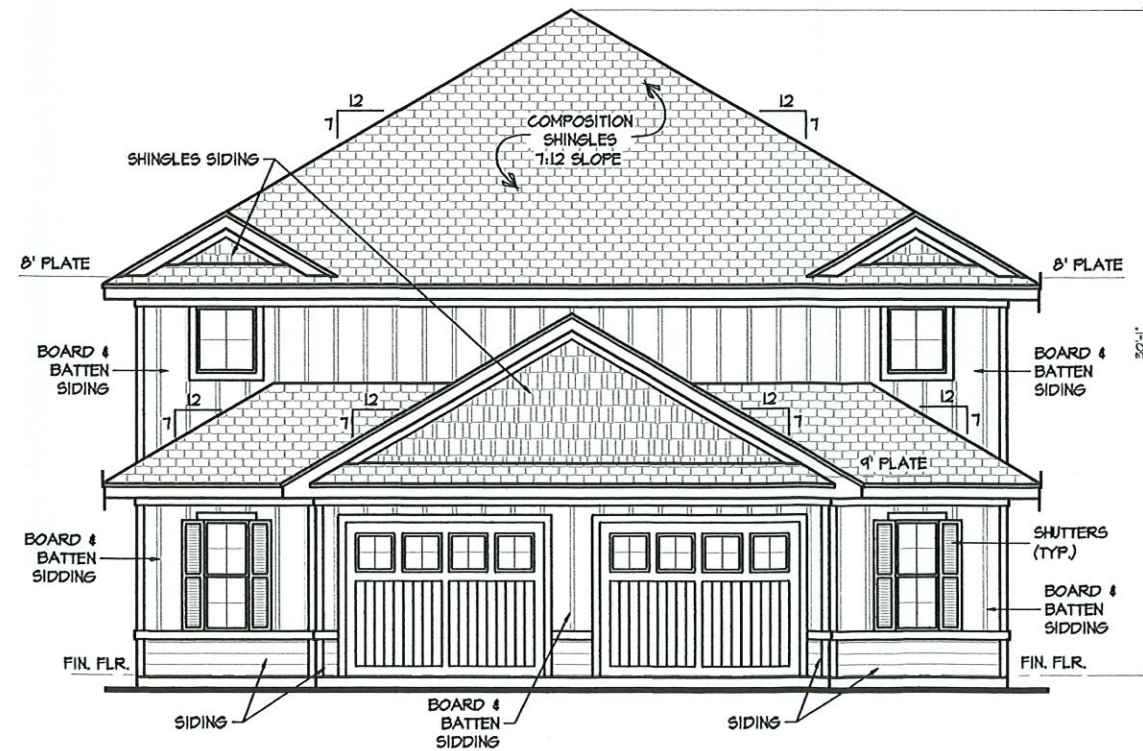
ROOF PLAN

SCALE: 1/8" = 1'-0"



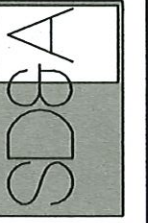
REAR ELEVATION

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



FRONT ELEVATION

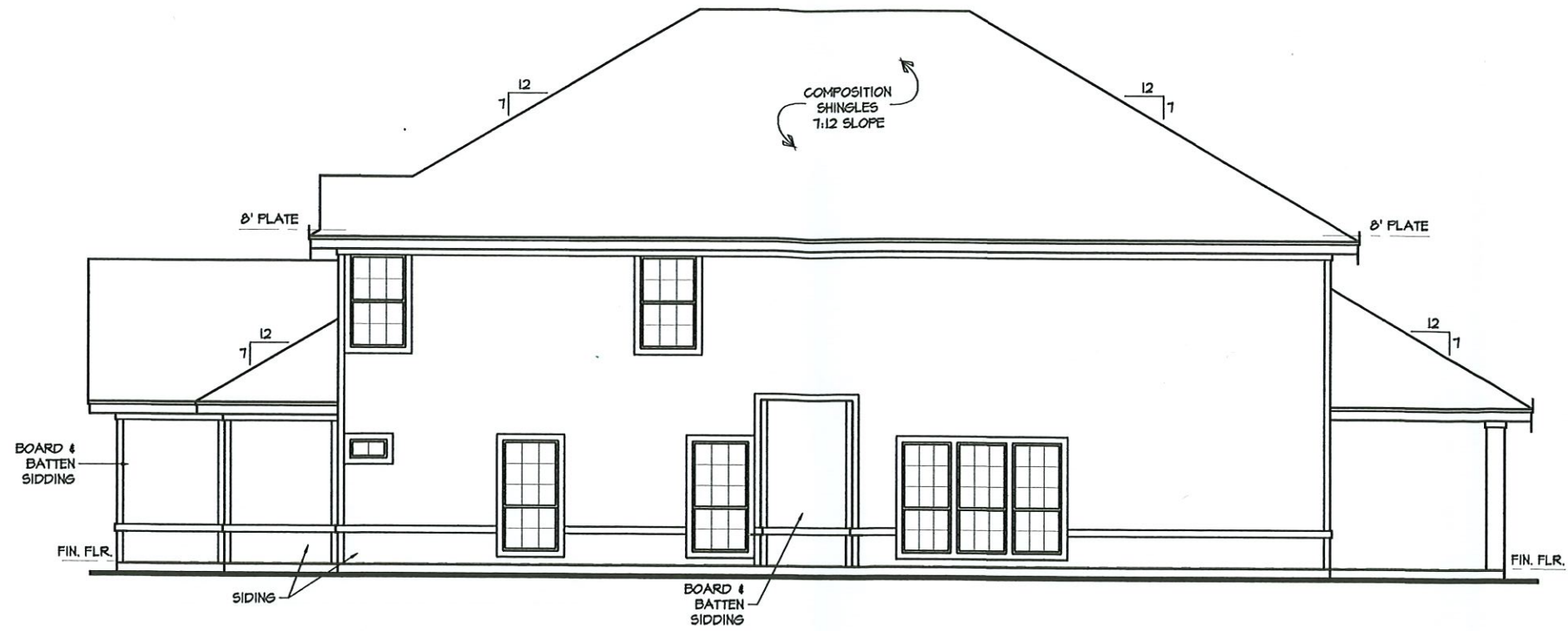
SCALE: 1/4" = 1'-0"



SHEARER DESIGN &
ASSOCIATES
414 West Main Street
Denison, Texas
214.497.5466

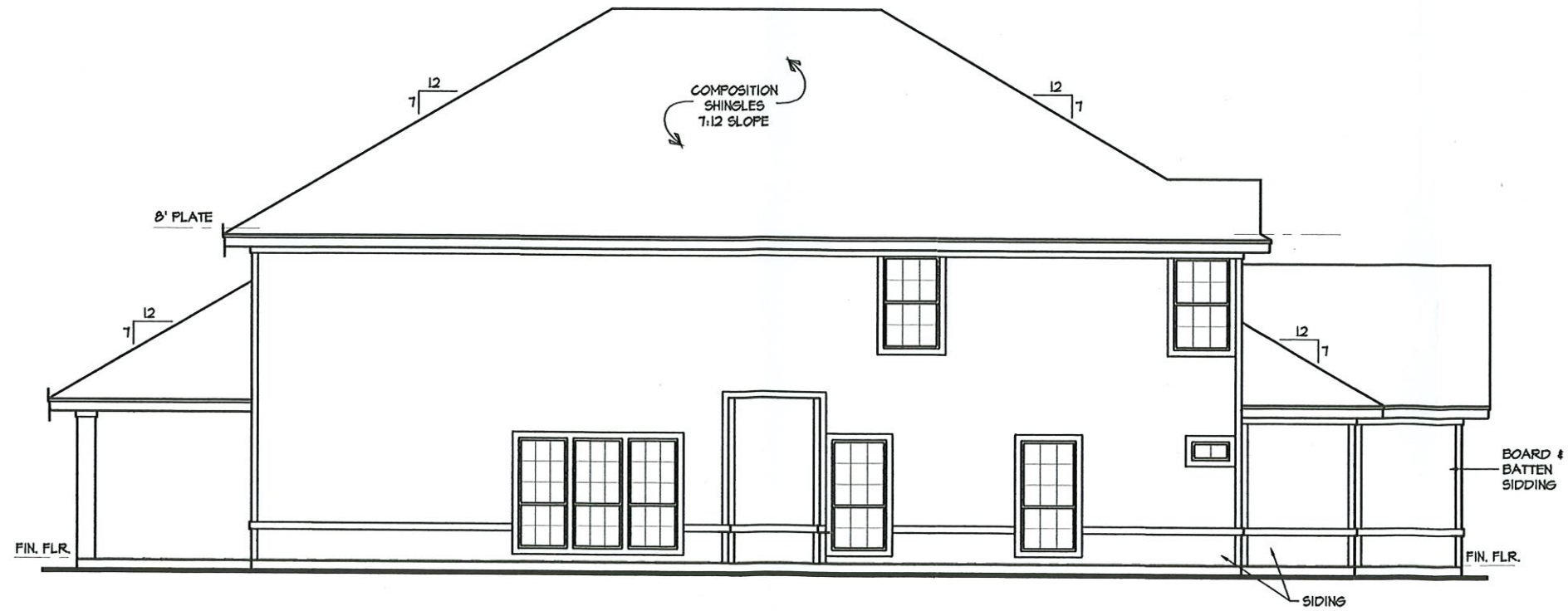
PROJECT OWNER
MYDOORS LLC.
DUPLEX DESIGN

COMMENTS:



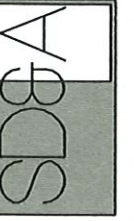
RIGHT ELEVATION

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



LEFT ELEVATION

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



SHEARER DESIGN &
ASSOCIATES
414 West Main Street
Denison, Texas
214.497.5466

PROJECT OWNER
MYDOORS LLC.
DUPLEX DESIGN

COMMENTS:

STAFF REVIEW LETTER

October 12, 2021

MPY Homes LLC
Anil Pesaramelli
5200 Windhaven Pkwy., Apt. 1308
Lewisville, TX 75056

Copley Land Surveying
1702 Verdi Ln.
Sherman, TX 75090

Charlie Shearer
915 Waterloo Lake Drive
Denison, TX 75020

Dear Applicants,

The request for a Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District located at 214 East College Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 19, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) and Sec. 17*)
2. Fire access lanes and codes shall be coordinated with the Fire Marshal 903-892-7267.
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. A minimum 6' fence is required abutting residentially zoned property. (*Chapter 14, Exhibit A, Section 7, Subsection 13*)
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b)*)
7. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
8. Platting of the property is required.
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning

Commission.

Engineering:

11. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Secretary, Planning and Zoning Board and Board of Adjustment

CC:	Robby Heflon, City Manager	Billy Hartsfield, Fire Marshal
	Clint Philpott, Asst. City Manager	Amber Doan, Engineering Coordinator
	Wayne Lee, P.E., Director of Engineering	Christopher Armstrong, Asst. City Engineer
	Tom Pruitt, Utility Engineer	
	The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney	



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 10.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

214 EAST COLLEGE STREET

The request of MPY Homes, LLC (Owner), Anil Pesaramelli (Representative), Charlie Shearer, Shearer Design & Associates (Designer) and Copley Land Surveying (Surveyor) concerning the property at 214 East College Street, being 0.239 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District.

Background:

The property is located at 214 East College Street between Walnut and Montgomery Streets. The property is zoned an R-1 (One-Family Residential) District. The owner would like to construct a Two-Family Dwelling (Duplex) on the property. The dwelling will be approximately 2,878 square feet (1,439 square feet per unit), three bedrooms with one-car garage. Three parking spaces will be provided per unit.

Adjacent Zoning:

R-1 (One-Family Residential) District

R-2 (Multi-Family Residential) District

Origination:

MPY Homes LLC (Owner)

Anil Pesaramelli (Representative)

Charlie Shearer, Shearer Design & Associates (Designer)

Copley Land Surveying (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

18

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Proposed Plat - M.P.Y. Homes 2nd Addition

Site Plan

Building Elevations

Staff Review Letter



City Council Regular Meeting

H. 8.

Meeting Date: 11/15/2021

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6428, 6429, 6430, 6431, 6432, 6433 & 6434

Issue:

H. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6428

Repealing Ordinance No. 6253 and Amending Section 6.12, Ordinance No. 2280, so as to Amend a Planned Development for Village Planned Development (Ord. No. 6253) in the 2800-3200 Blocks of South F.M. 1417 (Heritage Parkway), Being 624.473 Acres in the Elizabeth Jones Survey, Abstract No. 625 (The Munson Realty Co., Owners; JR Urban Advisors, John Ruggieri, Planning & Urban Design; Jones & Carter, Civil Engineer; Underwood Drafting & Surveying, Surveyor); Providing that this Planned Development Shall be Granted Subject to Certain Conditions; Describing the Tract to be Rezoned; Providing a Repealing/Savings Clause, Severability Clause and An Effective Date Providing a Penalty not to Exceed \$2,000.00

H. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6429

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District, located at 6350 Theresa Drive, being 8.42 Acres in the Daniel C. Shelp Survey, Abstract No. 1097 (W. Scott Weismann III, Owner; Michael Ufer, Applicant; and Sartin & Associates Surveying, Surveyor); Providing for a Penalty not to Exceed \$2,000.00

H. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6430

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-1 (Retail Business) District, located in the 6000-6400 Blocks of South U.S. Highway 75 and th 100 - 200 Block of Akers Road, being 14.949 Acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 (Jamestown Square, LLC, Owner; Cope Equities, James Cruse, Representative/Developer; Hickman Consulting Engineers, Civil Engineer; DBA Architects, Architect; Billy Peck Construction, Contractor; Carroll Consulting Group, Inc. and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed \$2,000.00

H. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6431

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the SF-1 (Single-Family Residential) District, located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Block of Akers Road, being 20.232 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 (Jamestown Square, LLC, Owner; Cope Equities, James Cruse, Representative/Developer; Hickman Consulting Engineers, Civil Engineer; DBA Architects, Architect; Billy Peck Construction, Contractor; Carroll Consulting Group, Inc. and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed \$2,000.00

H. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6432

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, located in the 6000-6400 Blocks of South U.S. Highway 75, and the 100-200 Block of Akers Road, being 19.347 Acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 (Jamestown Square, LLC, Owner; Cope Equities, James Cruse, Representative/Developer; Hickman Consulting Engineers, Civil Engineer; DBA Architects, Architect; Billy Peck Construction, Contractor; Carroll Consulting Group, Inc. and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed \$2,000.00

H. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6433

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow an Automobile Repair, Oil and Lube and Tire Sales and Service Center in a C-2 (General Commercial) District at 1504 West Houston Street, being Lot 1A of the Replat of Lot 1, Block 1, Oasis Addition (Willow Bend Holdings, LLC, Owner; Gareb Joseph Tahir, Applicant; and Helvey-Wagner and Associates Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00

H. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO.6434

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District at 214 East College Street, being 0.239 Acres in the J.B. McAnair Survey, Abstract No. 763 (MPY Homes, LLC, Owner, Anil Pesaramelli, Representative; Charlie Shearer, Shearer Design & Associates, Designer; and Copley Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 1.

Meeting Date: 11/15/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6803

Authorizing Execution of The Commercial Master Development Agreement Between the City of Sherman and Heritage Ranch Holdings, LTD., for the Construction of Public Facilities in the Commercial Portion of the Mixed-Use Planned Development Known as Heritage Ranch, Being an Approximate 254-Acres along U.S. Hwy 82 and Between F.M. 1417 (Heritage Parkway) and Plainview Road in the City of Sherman, Texas

Issue:

Master Development Agreement Between the City of Sherman and Heritage Ranch Holdings, LTD., for the Construction of Public Facilities in the Commercial Portion of the Mixed-Use Planned Development Known as Heritage Ranch, Being an Approximate 254-Acres along U.S. Hwy 82 and F.M. 1417 (Heritage Parkway) and Plainview Road in the City of Sherman, Texas.

Background:

In January 2021 (Ordinance No. 6354), the City Council approved to rezone the property generally located East of F.M. 1417 (Heritage Parkway) and North of U.S. Highway 82, as a Planned Development District. The ultimate Planned Development is expected to offer a future mix of commercial, retail, office, entertainment, and residential opportunities complimented with areas set aside as parks, lakes and open space amenities. This MDA covers only the non-single-family portion of the development, located west of Plainview Road and east of FM 1417. The other portions of the PD are covered through a separate single-family residential MDA that was previously approved by City Council, as well as a related Tax Increment Reinvestment Zone that will be created in the near future.

This MDA lines out the responsibilities of the City and Heritage Ranch Holdings in constructing infrastructure and other public improvements as part of the Heritage Ranch development. Under this Commercial MDA, the City is responsible for constructing certain major infrastructure (Heritage Ranch Road, an east-west spine road of about 3,200 linear feet) while Heritage Ranch Holdings will be responsible for constructing all other public infrastructure. Also, this agreement calls for the City to use reasonable effort to negotiate in the future for the City's participation in the drainage structures/greenspace and the Entertainment Facility aspects of this project. Those elements of this project are still somewhat unknown and need more study, but in the meantime this agreement is needed to move forward with other known aspects of the project.

As part of this agreement, the City will be required to establish a separate Tax Increment Reinvestment Zone (TIRZ) to service this portion of the project. The City will commit 50% of the incremental Maintenance and Operation (M&O) portion of the tax rate, and will work with the County on their approval to allocate 50% of the County's General Fund tax rate. These proceeds will be used to fund the construction of various public improvements such as roads, utility infrastructure, lighting, drainage, etc. through reimbursements to the developer.

As part of this MDA, Heritage Ranch is expected to create at least 300 multi-family units in addition to various commercial, retail, office, and entertainment components. In all, this commercial/retail portion of the development is expected to generate \$100M-\$200M in taxable property values, in addition to creating sales tax-generating businesses as well. The ultimate financial impact of this growth will be summarized in the Project and Financing Plan of the new TIRZ that will be created in the near future.

Origination:

City Manager Robby Hefton

Financial Consideration:

Over the 25-year project time horizon, total incremental property tax revenues to the City from this portion of the development are expected to be \$18 million to \$20 million. As part of this MDA, the City will pledge 50% of the incremental M&O tax revenue generated from this portion of the project as reimbursement for public infrastructure constructed by the developer. This incremental revenue sharing equates to about 1/3 of the total additional property tax revenues generated from this project, or about \$6 million to \$7 million. The projected cost to the City for the spine road construction is estimated at about \$2.5 million to \$3.0 million.

The retail/restaurant portion of this project would also generate additional estimated sales tax revenues of \$12 million to \$15 million over the 25-year time horizon. Finally, the total impact fees generated on all aspects of this project are estimated at \$2 million to \$3 million.

Staff Recommendation:

Staff recommends approval and acceptance of the Master Development Agreement with TPJ Properties LTD and Heritage Ranch Land Holdings, LTD.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6803
Development Agreement
Aerial Location Map

RESOLUTION NO. 6803

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE COMMERCIAL MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND HERITAGE RANCH LAND HOLDINGS, LTD., FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE COMMERCIAL PORTION OF THE MIXED-USE PLANNED DEVELOPMENT KNOWN AS HERITAGE RANCH, BEING AN APPROXIMATE 254-ACRE DEVELOPMENT ALONG U.S. HWY 82 AND BETWEEN F.M. 1417 (HERITAGE PARKWAY) AND PLAINVIEW ROAD IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Commercial Master Development Agreement with Heritage Ranch Land Holdings, Ltd. for the construction of public facilities in the commercial portion of the mixed-used Planned Development known as Heritage Ranch, being an approximate 254-acre development along U.S. Hwy 82 and between F.M. 1417 (Heritage Parkway) and Plainview Road in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

HERITAGE RANCH COMMERCIAL MASTER DEVELOPMENT AGREEMENT

This Heritage Ranch Commercial Master Development Agreement (this “Agreement”) is entered into by and between Heritage Ranch Land Holdings, Ltd., a Texas limited partnership (the “Developer”), and the **City of Sherman, Texas**, a home-rule municipality of the State of Texas (the “City,” and collectively with the Developer, the “Parties”), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (“Effective Date”).

ARTICLE I RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the Developer is the current owner of approximately 254 acres of real property, which property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the “Property”); and

WHEREAS, the Property is located wholly within the limits of the City and not within the extraterritorial jurisdiction or corporate limits of any other municipality; and

WHEREAS, the City Council zoned the Property as a Planned Development pursuant to City Ordinance No. 6354, adopted by the City Council on January 19, 2021 (the “PD”); and

WHEREAS, the Parties intend that the Property will be developed in accordance with an agreed concept plan (“Concept Plan”), as shown on **Exhibit C** attached hereto and incorporated herein for all purposes, City Regulations, and other terms and conditions set forth in this Agreement; and

WHEREAS, the Developer is developing the Property at its sole cost and expense as a commercial and mixed-use development in phases that contain uses consistent with the Concept Plan, City Regulations, and terms and conditions of this Agreement, which such development will include, without limitation, the Developer’s design, construction, installation and development of the following improvements (collectively, the “Developer Improvements”): (i) a multi-family residential complex generally located between Plainview Road (defined below) and Texas FM 1417 north of US Highway 82 that will consist of approximately 300 units within the Property and may be broken up into one or more phases (collectively, the “Multi-Family Complex”); (ii) as demand warrants, a full-service hotel facility capable of supporting crowds for events at the Entertainment Facility (hereinafter defined) and other visitors of the City (the “Full-Service Hotel”), along with limited-service hotels supporting the same based upon demand (the “Limited-Service Hotels” and collectively with the Full-Service Hotel, the “Hotels”); (iii) parks, trails, green and open spaces, pedestrian connectivity paths, and other quality-of-life amenities (collectively, the “Amenities”); (iv) enhanced entryway and landscaping features on the Property that are unique to the Property (the “Enhanced Landscaping”); (v) certain retail shopping, restaurants, and other related commercial improvements that will generally be located near the Entertainment Facility, along the Highway 82 Access Road, and intersection of FM 1417 (Heritage Parkway) and the

Highway 82 Access Road (collectively, the “Retail Improvements”); and (vi) all collector and interior streets (save and except the City Infrastructure), utilities, drainage, and other infrastructure required to serve the Developer Improvements (collectively, the “Developer Infrastructure”); and

WHEREAS, the Developer has identified on the Concept Plan an area for one or more entertainment and/or public use venues, including, but not limited to (a) an arena and event center that may be used for, among other things, live concerts, rodeo, and other entertainment events, (b) an indoor aquatics center, (c) a community/recreation center and /or (d) indoor or outdoor sports facilities (collectively the “Entertainment Facility”); and

WHEREAS, the City and Developer understand that any contemplated Entertainment Facility will require some form of a public private partnership between the City and Developer or the City, County, and Developer and the parties hereto agree to negotiate in good faith the funding and operation of same; and

WHEREAS, in consideration for Developer’s agreements contained herein, the City will design, construct, install and develop at its sole cost and expense consistent with the Concept Plan, City Regulations, and terms and conditions of this Agreement, that certain east/west oriented roadway referred to as “Heritage Ranch Road” consisting of approximately 3,200 linear feet located between Texas FM 1417 and Plainview Road (the “City Infrastructure”) at the time and as further provided herein; and

WHEREAS, the City will negotiate in good faith with Developer regarding its participation in potential funding of a portion of the costs to design, construct, install and develop certain regional detention lakes and ponds located within the Property in phases consistent with the Concept Plan, City Regulations, and terms and conditions of this Agreement (collectively, the “Detention Infrastructure”); and

WHEREAS, the improvements set forth on **Exhibit D** attached hereto and incorporated herein for all purposes, consist of the Developer Infrastructure, the City Infrastructure and the Detention Infrastructure that are designated to serve the development of the Property and are considered public infrastructure (collectively, the “Public Infrastructure”); and

WHEREAS, upon Developer’s completion and construction of any Public Infrastructure, Developer will dedicate such Public Infrastructure to the City for use and maintenance, subject to the City’s final review and approval of the same as set forth in this Agreement; and

WHEREAS, this Agreement is intended to establish certain restrictions and expectations regarding the development of the Property, and to provide for the construction and funding of the Public Infrastructure, which provide a special benefit to the Property; and

WHEREAS, in consideration of the mutual agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide for the recovery by Developer of certain costs related to qualifying Developer Infrastructure and at the request of the Developer, the City intends to exercise its powers to create Sherman Tax Increment Reinvestment Zone #8 (the “TIRZ”), to be created in accordance with Chapter 311 of the Texas

Tax Code, as amended (the “TIF Act”), to allow for the reimbursement of certain hard and soft costs incurred by Developer in constructing and installing the Developer Infrastructure that qualify under the TIF Act, which each qualifying Developer Infrastructure shall be considered a TIRZ Project as set forth on **Exhibit E** attached hereto and incorporated herein and as updated from time to time by the TIRZ Project and Finance Plan; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all requirements of applicable laws, intends, to the extent it has not prior to the Effective Date, to adopt the TIRZ Project and Finance Plan in accordance with the timeline set forth herein; and

WHEREAS, all of the City’s Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and the City will not be responsible for payment of such costs; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the TIRZ Documents, the Developer shall be responsible for advancing such funds, and the City will not be responsible for the payment of such costs; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases the City’s tax base; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, the City’s intent to create and utilize the TIRZ to reimburse the Developer for the costs of the Developer Infrastructure qualifying under the TIF Act, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred in the establishment, administration, and operation of the TIRZ including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the TIRZ, (iii) computing, levying, collecting and transmitting the tax and increment thereof, (iv) maintaining the record of the TIRZ, (v) investing or depositing or other monies, as applicable, and (vi) complying with the TIF Act.

Administrator means an employee or designee of the City who shall have the responsibilities provided in the TIRZ Documents or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the TIRZ.

Amenities means parks, trails, green and open spaces, pedestrian connectivity paths, and other quality-of-life amenities.

City Council means the city council of the City.

City Increment means fifty percent (50%) of the City Maintenance and Operation (M&O) ad valorem tax actually collected from the Property.

City Infrastructure means Heritage Ranch Road consisting of approximately 3,200 linear feet of an east/west roadway that connects FM 1417 and Plainview Road.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they presently exist and as they may be amended in the future, which shall include, without limitation, the PD.

Concept Plan means the concept plan attached hereto as **Exhibit C**.

County means Grayson County, Texas.

County Increment means fifty percent (50%) of the County's M&O ad valorem tax actually collected from the TIRZ property.

Developer Improvements means the Multi Family Complex, the Hotels, the Enhanced Landscaping, the Retail Improvements, and the Developer Infrastructure.

Detention Infrastructure means certain regional detention lakes and ponds located within the Property as designed and engineered jointly between the Developer and City, if any.

Developer Infrastructure means all collector and interior streets (save and except the City Infrastructure), utilities, drainage (save and except the Detention Infrastructure), and other infrastructure required to serve the Developer Improvements, including, without limitation, the improvement of Plainview Road.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

End-Buyer means any developer, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot.

Enhanced Landscaping means enhanced entryway and landscaping features on the Property that are unique to the Property.

Entertainment Facility means an entertainment, destination oriented, or public use facilities designed and constructed under a subsequent development or other agreement that may include, without limitation, one or more of the following: (a) an arena and event center that may be used

for, among other things, live concerts, rodeo, and other entertainment events; (b) indoor aquatics center; (c) community/recreation center; or (d) indoor or outdoor sports facilities.

Full-Service Hotel means a full-service hotel facility capable of supporting crowds for events at the Entertainment Facility and other visitors of the City.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the real property records of Grayson County.

Hotels means the Full-Service Hotel and the Limited-Service Hotels.

Limited-Service Hotels means limited-service hotel facilities capable of supporting crowds for the Entertainment Facility and other visitors of the City, in which the Full-Service Hotel cannot accommodate.

Multi-Family Complex means the multi-family residential complex generally located between Plainview Road (defined herein) and Texas FM 1417 north of US Highway 82 that will consist of a minimum of 300 units within the Property and may be constructed in one or more phases.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Owners' Association means each of the owners' associations that the Developer will create throughout the Property as set forth in this Agreement.

PD means the Planned Development zoned by the City for the Property pursuant to City Ordinance No. 6354, adopted by the City Council on January 19, 2021.

Project Cost(s) means those costs incurred by the Developer in the construction and development of the TIRZ Projects that are eligible for reimbursement from the TIRZ in accordance with the TIF Act and the TIRZ Project and Finance Plan as amended from time to time.

Property means the approximately 254 acres of real property, which property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means the Developer Infrastructure, the City Infrastructure and the Detention Infrastructure, if any, that is designated to serve the development of the Property more is particularly described in **Exhibit D**.

Retail Improvements means certain retail shopping, restaurants, and other related commercial improvements that will generally be located near the intersection of US Highway 82 and Texas FM 1417.

TIF Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ means the Sherman Tax Increment Reinvestment Zone #8.

TIRZ Documents means the amended TIRZ Project and Finance Plan, the TIRZ Ordinance, and this Agreement.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Ordinance means the City Ordinance to be adopted by the City Council to create the TIRZ in accordance with this Agreement, along with any subsequent ordinances effectuating amendments thereto.

TIRZ Project(s) means the Developer Infrastructure set forth in **Exhibit E** attached hereto and incorporated herein for all purposes and the TIRZ Project and Finance Plan, which Project Costs associated with said TIRZ Projects shall qualify for reimbursement from the TIRZ to the extent permissible under the TIF Act.

TIRZ Project and Finance Plan means the Project Plan and Finance Plan for the TIRZ, as amended from time to time.

TIRZ Term means the date of formation of the TIRZ until the termination or expiration of this Agreement in accordance with ARTICLE IX herein.

ARTICLE III

CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND TIRZ PROJECTS

3.1 Construction of Public Infrastructure. The Developer shall be responsible, at its sole cost, to provide to the City all right-of-way and easements necessary or required for the construction of the Public Infrastructure. The Developer will design, construct, install and develop the Developer Infrastructure to serve the Property and will complete every portion of the Developer Infrastructure within twenty-four (24) months of commencement of construction of the same. Unless otherwise agreed upon by the City and Developer, the City will design and commence construction of the City Infrastructure at the earlier of: (a) commencement of the construction of the Entertainment Facilities, (b) presentation by Developer to the City of evidence reasonably acceptable to the City of expenditures made by Developer for the construction of the Developer Infrastructure that are at least equal to the City's then estimated cost of the City Infrastructure, or (c) when a traffic impact study acceptable to the City determines the need for such City Infrastructure. The timing of the commencement and completion obligations of the Developer and the City for the Public Infrastructure set forth herein shall be subject to force majeure.

3.2 TIRZ Projects. As set forth above, the Developer Infrastructure set forth in **Exhibit E** attached hereto qualify as TIRZ Projects, and the Project Costs associated with said TIRZ Projects are eligible for reimbursement from the TIRZ. The Project Costs and the timetable for installation of the TIRZ Projects will be reviewed annually by the Parties, and any updates to the

TIRZ Projects will be included in an amended TIRZ Project and Finance Plan to be adopted and approved by the City. Upon the adoption of the TIRZ Project and Finance Plan, and upon the adoption of any amendment thereto, the TIRZ Project and Finance Plan, as amended, shall replace **Exhibit E** attached hereto, and said TIRZ Project and Finance Plan shall be incorporated into this Agreement for all purposes.

3.3 Construction of the Improvements and Ownership of the Public Infrastructure.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for the Developer Improvements and have them submitted to the City for approval in accordance with this section. The City shall have thirty (30) business days from its receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have fifteen (15) business days from its receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Any written City approval or denial must be based on compliance with applicable City Regulations. Moreover, Developer shall submit final plat(s) for the Property to the City for its review, which such submittal process shall be subject to the provisions of Chapter 212 of the Texas Local Government Code, as amended from time to time. Final plat(s) for the Property, each of which are required to be approved by the City, shall reflect the locations, rights-of-way and easements for the Improvements to be located on such platted portion of the Property. If any provision in this paragraph conflicts with any other provision in this Agreement, this paragraph controls.

(b) Construction Standards and Inspection. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City. The Public Infrastructure shall be constructed and inspected in accordance with applicable state law, City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Infrastructure.

(c) Ownership. All of the Public Infrastructure shall be owned by the City upon acceptance of the same by the City using procedures established by City Regulations. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate easements for the Public Infrastructure to the City and the public.

3.4 Operation and Maintenance of Public Infrastructure.

Upon inspection, approval, and acceptance of part or all of the Public Infrastructure, the City shall maintain and operate the same, save and except for the Detention Infrastructure, if any, which will be maintained by the Developer at its sole cost and expense.

ARTICLE IV **TIRZ**

4.1 Tax Increment Reinvestment Zone. Within six (6) months of the Effective Date, the City will take such lawful steps as are necessary to create the TIRZ. The boundary of the TIRZ

will include the entirety of the Property. The TIRZ shall exist from the date of formation until the termination or expiration of this Agreement in accordance with ARTICLE IX herein (the “TIRZ Term”). During the Term of this Agreement and the TIRZ Term, the City shall dedicate to the TIRZ an increment equal to fifty percent (50%) of the City Maintenance and Operation (M&O) ad valorem tax actually collected from the Property (collectively, the “City Increment”), and the base tax year shall be 2022. The City will use commercially reasonable efforts to obtain the County’s participation in the TIRZ in an amount equal to fifty percent (50%) of the County’s M&O ad valorem tax actually collected from the TIRZ property (the “County Increment”) with a base year of 2022; provided, however, Developer and the City both acknowledge and agree that the County’s participation in the TIRZ is may vary, and there is no assurance that the County will participate in the TIRZ at all, let alone at the level of the County Increment. The City shall prepare the preliminary TIRZ Project and Finance Plan which will provide a general description of the TIRZ Projects and estimated Project Costs of the TIRZ Projects, an estimate of ad valorem taxes to be generated by development within the TIRZ, and the estimated increment to be generated by TIRZ over the TIRZ Term. On or before thirty (30) days after receipt and approval by the City and the Developer of final plans and costs for the construction of the TIRZ Projects, the City and the TIRZ shall cause a final TIRZ Project and Finance Plan to be prepared and approved with a detailed description of the scope of the TIRZ Projects, the estimated Project Costs, and the timing of payment for the costs of the TIRZ Projects. The TIRZ, acting through its Board of Directors, and the Developer shall negotiate and enter into an agreement for reimbursement to the Developer for Project Costs consistent with the terms and conditions of this Agreement.

4.2 TIRZ Payments. Payouts of the moneys in the TIRZ Fund are contingent upon the City adopting a final TIRZ Project and Finance Plan for the TIRZ consistent with the terms and conditions of this Agreement. Upon the adoption of a final TIRZ Project and Finance Plan, the moneys in the TIRZ Fund shall be paid in the following priority on an annual basis: (i) to the City in an amount equal to the Administrative Expenses incurred operating the TIRZ; (ii) to the County in an amount equal to its Administrative Expenses incurred operating the TIRZ, but only to the extent that the County participates in the TIRZ whatsoever; (iii) to reimburse Developer for its Project Costs actually incurred in designing, constructing, installing and developing the TIRZ Projects; and (iv) and to pay Developer an economic development grant with any remaining increment contributed to the TIRZ Fund. All of the City’s and the County’s Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and neither the City nor the County will be responsible for payment of such costs.

4.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the tax increment obtained from the Property based on the participation levels set forth in Section 4.1 above shall be placed into the TIRZ Fund, a separate fund which has been created by the City.

ARTICLE V

FORMATION OF OWNERS’ ASSOCIATION

The Developer will create an Owners’ Association for within the Property, which shall be required to levy and collect from each End-Buyer annual fees in an amount calculated to maintain the Amenities, private open spaces, common areas, right-of-way irrigation systems, raised medians

and other right-of-way landscaping, detention areas, drainage areas, screening walls and all other improvements for which the Owners' Association is responsible for maintaining within the Property. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping, shall be maintained solely by the Owners' Associations. To the extent applicable, maintenance of public rights-of-way by the Owners' Association shall comply with City Regulations and shall be subject to oversight by the City. The Parties shall cooperate with each other to execute documents necessary to give the Owners' Association permission to maintain and operate facilities on City-owned property as necessary.

ARTICLE VI **INSPECTION AND PERMITTING**

The City shall inspect or cause to be inspected, as required by City Regulations, the construction of all Developer Infrastructure, structures, and any infrastructure improvements necessary to support the proposed development within the Property, including, without limitation, water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, the Developer Improvements and Developer Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

If the City finds that such Developer Infrastructure has been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the Developer Infrastructure whereupon ownership of such Developer Infrastructure shall be transferred to the City and be operated and maintained by the City at its sole expense. The requirement for acceptance does not apply to landscaping improvements and other Amenities that will be maintained by the Owners' Association.

ARTICLE VII **DEVELOPMENT**

7.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations, except to the extent that the Concept Plan, attached as **Exhibit C**, and the PD may vary from those terms, then the Concept Plan and the PD control. In consideration of the foregoing, in the construction, renovation, maintenance and alteration of any existing or future building on the Property, the Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the City Regulations, including without limitation, the PD, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement, and the City Regulations in the construction, renovation, maintenance and alteration of any existing or future building on the Property.

(b) Any revision to the Concept Plan, if approved by the City, shall be considered an amendment to **Exhibit C** to this Agreement, and shall replace the attached Concept Plan and become a part of this Agreement.

7.2 Replat. The Parties acknowledge that the Property will be developed in Phases. The Developer may submit a replat for all or any portion of the Property throughout the development of the Property. Any replat shall be in general conformance with the Concept Plan. Approval of the replat shall be governed by the City Regulations and state law.

7.3 Zoning of Property. Currently, the Property is zoned in accordance with the PD. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by the PD and this Agreement.

7.4 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE VIII

DEVELOPMENT PROCESS AND CHARGES

8.1 Development, Review and Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation fees relating to platting, zoning requests, and any other charges and fees not expressly exempted or altered by the terms of this Agreement. This Agreement does not waive any of the City's right to: (i) assess, levy, or collect fees for park, recreation, and open space facilities and purposes in connection with the development of the Property; (ii) require one or more dedications of land for such purposes in lieu of assessing, levying, or collecting such fees for park, recreation, and open space facilities; (iii) assess or collect roadway, water, and wastewater Impact Fees in compliance with Chapter 395 of the Texas Local Government Code; or (iv) assess or collect inspection fees and charges relating to the development of the Property. The Developer shall continue to be responsible for the foregoing, and nothing contained in this Agreement shall be construed to eliminate or reduce any such obligations that the Developer might incur in connection with developing the Property.

8.2 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City Regulation's in effect at the time the Developer seeks approval of the plans associated with any component of the Public Infrastructure. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City as specified in this Agreement. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

8.3 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF

USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE DEVELOPER OR THE DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN THE DEVELOPER AND THE DEVELOPER'S EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING THE DEVELOPER'S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN

THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

(c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IX

TERM

The term of this Agreement shall be for a period of twenty-five (25) years. If allowed by law, the Parties may extend the term of this Agreement beyond the term set forth above if they execute an agreement in writing.

ARTICLE X

EVENTS OF DEFAULT; REMEDIES

10.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 60 days or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform, including, but not limited to a force majeure event) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within 30 days after it is due.

10.2 Remedies. If a Party remains in default after the applicable cure period as provided in Section 10.1 of this Agreement, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, terminate this Agreement and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief.

ARTICLE XI

ASSIGNMENT AND ENCUMBRANCE

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The Developer and any Assignee have the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") (a) without

City consent, but with Notice to the City, if the Assignee is a lienholder; or (b) with the City's prior written consent (which consent may be withheld in the City's sole and absolute discretion), if to any other person or entity. Any receivables due under this Agreement, any construction funding agreement, any reimbursement agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any TIRZ agreement may not be assigned by the Developer without the prior written consent of the City. The Developer may not collaterally assign the TIRZ receivables as collateral for any development loan without obtaining the City's prior written consent, and the Developer may not execute such documents and contracts as necessary to effectuate such loans or financings without the prior written consent of the City. An Assignee shall be considered a "Party" for the purposes of this Agreement. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

11.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent, which consent shall not be unreasonably withheld.

11.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with Section 13.5 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of an End-Buyer of a Fully Developed and Improved Lot within the Property, any person or entity upon becoming an owner of land within the TIRZ or upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. Subject to the limitations expressed below, this Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End-Buyer of a Fully Developed and Improved Lot; provided, however, that no such conveyance of a Fully Developed and Improved Lot shall release Developer from its obligations hereunder, and each End-Buyer shall remain responsible for payment of Assessments associated with ownership of each End-Buyer's respective Fully Developed and Improved Lot. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

11.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11.5 Notice of Assignment of this Agreement. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XII

RECORDATION AND ESTOPPEL CERTIFICATES

12.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Grayson County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

12.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this

Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

13.2 Notices. Any Notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

With a copy to: Attn: Ryan Pittman and Robert H. Roeder
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

To the Developer:

Attn: Tom Johnson
c/o Covenant Development
PO Box 670
Sherman, Texas 75091
903-893-8500

With a copy to:

Attn: Mindy Koehne
14755 Preston Road
Suite 600
Dallas, Texas 75254
972-982-8461

Any Party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

13.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

13.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

13.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, Notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

13.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

13.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

13.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Grayson County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Grayson County District Court.

13.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

13.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

13.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Property Depiction
Exhibit C	Concept Plan
Exhibit D	Public Infrastructure
Exhibit E	TIRZ Projects

13.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

13.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after a Party has actual knowledge of the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure”, as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrections, rights, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care and which the party is proceeding promptly to cure. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

13.15 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with this Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement.

13.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the Parties expressly amending the terms of this Agreement.

13.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

ARTICLE XIV
ACKNOWLEDGEMENTS AND WAIVERS

14.1 Acknowledgement of the City's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer's Waiver and Release of Claims For Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY THE DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;**
- (D) NUISANCE; OR**
- (E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(ii) THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, THE DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) THE DEVELOPER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) THE DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) PURSUANT TO GOVERNMENT CODE SECTION 2274.0102, THE DEVELOPER CERTIFIES THAT NEITHER IT NOR ITS PARENT COMPANY, NOR ANY AFFILIATE OF PROGRAM MANAGER OR ITS PARENT COMPANY, IS: (1) MAJORITY OWNED OR CONTROLLED BY CITIZENS OR GOVERNMENTAL ENTITIES OF CHINA, IRAN, NORTH KOREA, RUSSIA, OR ANY OTHER COUNTRY DESIGNATED BY THE GOVERNOR UNDER GOVERNMENT CODE SECTION 2274.0103, OR (2) HEADQUARTERED IN ANY OF THOSE COUNTRIES.

(e) PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 2274 AND 809, IF THIS CONTRACT IS VALUED AT \$100,000 OR MORE AND IF THE DEVELOPER HAS AT LEAST TEN (10) FULL-TIME EMPLOYEES, THEN THE DEVELOPER REPRESENTS AND WARRANTS TO THE OWNER THAT THE DEVELOPER DOES NOT BOYCOTT ENERGY COMPANIES AND WILL NOT BOYCOTT ENERGY COMPANIES DURING THE TERM OF THIS AGREEMENT.

(f) PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2274, IF THIS CONTRACT IS VALUED AT \$100,000 OR MORE AND IF THE DEVELOPER HAS AT LEAST TEN (10) FULL-TIME EMPLOYEES, THEN THE DEVELOPER REPRESENTS AND WARRANTS TO THE OWNER THAT THE DEVELOPER DOES NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS AND WILL NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS DURING THE TERM OF THIS AGREEMENT.

(g) BY EXECUTING THIS AGREEMENT, THE DEVELOPER VERIFIES THAT THE DEVELOPER DOES NOT BOYCOTT ISRAEL OR ANY ISRAELI-CONTROLLED TERRITORY, AND WILL NOT BOYCOTT ISRAEL OR ANY ISRAELI-CONTROLLED TERRITORY DURING THE TERM OF THIS AGREEMENT.

(h) THE DEVELOPER VERIFIES AND AFFIRMS THAT IT IS NOT A FOREIGN TERRORIST ORGANIZATION AS IDENTIFIED ON THE LIST PREPARED AND MAINTAINED BY THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS. IF THE DEVELOPER MISREPRESENTS ITS INCLUSION ON THE LIST, THEN SUCH OMISSION OR MISREPRESENTATION SHALL VOID THIS AGREEMENT.

(i) THE DEVELOPER VERIFIES BY ITS SIGNATURE BELOW THAT IT IS NOT AN ABORTION PROVIDER OR AN AFFILIATE OF ABORTION PROVIDERS.

(j) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14.2 Vested Rights/Chapter 245 Waiver. The Parties shall be subject to all ordinances of the City, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides the City with

fair notice of any project of the Developer. **THE DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

14.3 Condemnation Procedures/Rights Waiver. **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS THE DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER HEREBY RELEASES THE CITY FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT.**

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____

CITY OF SHERMAN

By: _____
David Plyler, Mayor

ATTEST:

Linda Ashby, City Clerk

APPROVED AS TO FORM

Ryan D. Pittman, Attorney for the City

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the __ day of _____, 2021 by

_____ of the City of Sherman, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires:_____

DEVELOPER

Heritage Ranch Land Holdings, Ltd,
a Texas limited partnership, acting by and through Covenant Development Partners, LLC
a Texas limited liability company, its General Partner

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF Grayson §

Before me, the undersigned authority on this day personally appeared Ryan Johnson, President of Covenant Development Partners, LLC, the General Partner of Heritage Ranch Land Holdings, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of Heritage Ranch Land Holdings, Ltd., a Texas limited partnership, and that he executed the same as the President of the General Partner and as the act of such limited partnership and for the purposes and consideration expressed in the foregoing instrument.

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

Notary Public, State of Texas

EXHIBIT A
Property Metes and Bounds

Situated in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 356 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along or near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 156.904 acres conveyed by First Texoma National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5466, Page 40, Official Public Records, Grayson County, Texas, said spike also maintaining the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Keith Sallaz and Christy E. Sallaz to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5397, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.78 feet to a 1/2" steel rod found maintaining and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 156.904 acre tract, and the Northwest corner of the same tract of land described as 184.50 acres and referred to as Tract One as conveyed by John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee to TPJ Properties Ltd. by deed dated November 15, 2002, recorded in Volume 3203, Page 464, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the Coffman tract, at a distance of 3122.42 passing a spike nail at the called for Southwest corner of the said 184.50 acre tract and continuing for a total distance of 3122.89 feet to a point for the Southeast corner of the herein described tract at the intersection of said East line of the Coffman tract with the North right-of-way line of U. S. Highway No. 82;

Thence North 84°39'56" West with said North right-of-way line a distance of 25.68 feet to an angle point from which a concrete monument bears South 64°50' East a distance of 1.2 feet;

Thence South 76°37'33" West continuing with said North right-of-way line a distance of 156.73 feet to a concrete monument found at an angle point;

Thence in a Westerly direction continuing with said North right-of-way line along a curve to the left having a radius of 5904.58 feet, (chord bears North 88°05'57" West, 593.96 feet), an arc distance of 594.21 feet to a concrete monument marking the end of said curve;

Thence South 86°57'06" West continuing with said North right-of-way line a distance of 277.38 feet to a concrete monument at an angle point;

Thence South 89°01'04" West continuing with said North right-of-way line a distance of 1000.00 feet to a concrete monument at an angle point;

Thence North 88°07'12" West continuing with said North right-of-way line a distance of 300.37 feet to a concrete monument at an angle point;

Thence South 89°01'04" West a distance of 425.10 feet to a concrete monument at the intersection of said North right-of-way line of Highway No. 82 with the Southerly West line of the said Coffman tract and East line of the same tract of land described as 84.15 acres conveyed by Lucile Schleuse Wilson et vir to Joseph E. Wilson, Jr. by deed dated February 5, 1974, recorded in Volume 1273, Page 45, said Deed Records;

Thence North 05°15'15" West a distance of 1373.66 feet to a 1/2" steel rod set marking an inside "L" corner to the said Coffman tract and the Northeast corner of the said Wilson tract;

Thence North 88°01'43" West a distance of 185.60 feet to a 1/2" steel rod set for the most Westerly Southwest corner of the herein described tract at the intersection of the Westerly South line of the said Coffman tract and North line of the said Wilson tract with the East right-of-way line of F. M. Highway No. 1417;

Thence in a Northerly direction with said East right-of-way line of Highway No. 1417 along a curve to the left having a radius of 2901.79 feet, (chord bears North 18°57'02" West, 1203.61 feet), an arc distance of 1212.41 feet to a concrete monument at the end of said curve;

Thence North 30°55'12" West continuing with said East right-of-way line a distance of 405.37 feet to a concrete monument at an angle point;

Thence North 28°03'26" West continuing with said East right-of-way line a distance of 300.37 feet to a 1/2" steel rod set at an angle point;

Thence North 30°55'12" West continuing with said East right-of-way line a distance of 162.00 feet to a 1/2" steel rod found at the intersection of said East right-of-way line with the most Westerly West line of the said Coffman tract, said rod also maintaining the South corner of the same tract of land described as 0.55 acres and referred to in Exhibit "B" as conveyed by Estes Properties, Inc. to Ted Holdings, Ltd. by deed dated December 12, 2002, recorded in Volume 3369, Page 43, said Official Public Records;

Thence North 22°41'44" East a distance of 233.97 feet to a 1/2" steel rod found maintaining the Northwest corner of the said Coffman tract and the Northeast corner of the said 0.55 acre tract in the South line of the same tract of land described as 119.69 acres conveyed by

said Estes Properties, Inc. to said Ted Holdings, Ltd. by deed dated December 12, 2002, recorded in Volume 3369, Page 31, said Official Public Records;

Thence South 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 679.68 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Timothy W. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3897, Page 799, said Official Public Records;

Thence South 89°42'44" East continuing with said general course of fence a distance of 892.45 feet to a 1/2" steel rod found maintaining the Southeast corner of the said Dhane tract and the Southwest corner of the same tract of land described as 26.135 acres conveyed by XTO Energy Inc. to SemGas, L.P. by deed dated March 12, 2014, recorded in Volume 5433, Page 610, said Official Public Records;

Thence South 88°41'53" East a distance of 566.43 feet to a 3/4" steel rod found at an angle point;

Thence South 89°35'04" East continuing with said general course of fence, passing the Southeast corner of the said 26.135 acre tract and the Southwest corner of the same tract of land described as 10.40 acres conveyed by Dornick Hills Midstream, Ltd. to said SemGas, L.P. by deed dated October 6, 2006, recorded in Volume 4134, Page 899, said Official Public Records, and continuing for a total distance of 799.64 feet to a metal corner post maintaining the Southeast corner of the said 10.40 acre tract and the Southwest corner of the same tract of land described as 14.82 acres conveyed by said R. V. Clinton, Jr. et ux to B. F. Shellenberger by deed dated October 29, 1965, recorded in Volume 1040, Page 223, said Deed Records;

Thence South 89°07'55" East continuing with said fence, passing the most Southerly Southeast corner of the said Shellenberger tract and the Southwest corner of the said 4.55 acre tract and continuing, passing a 1/2" steel rod found in the West line of said Plainview road at 855.6 feet and continuing for a total distance of 882.90 feet to the Point of Beginning and containing 254.489 acres of land more or less.....

EXHIBIT B Property Depiction

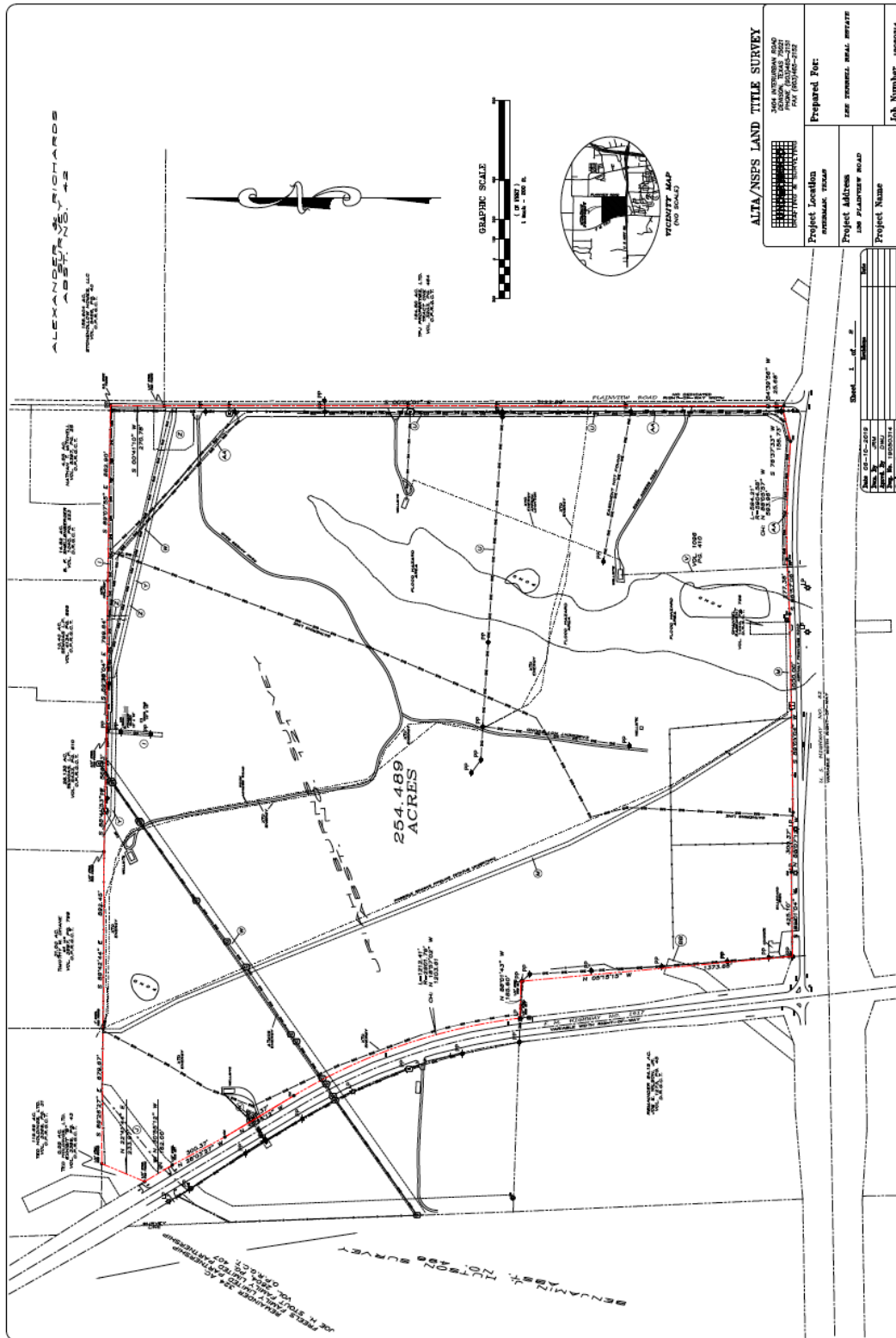


EXHIBIT C
Concept Plan

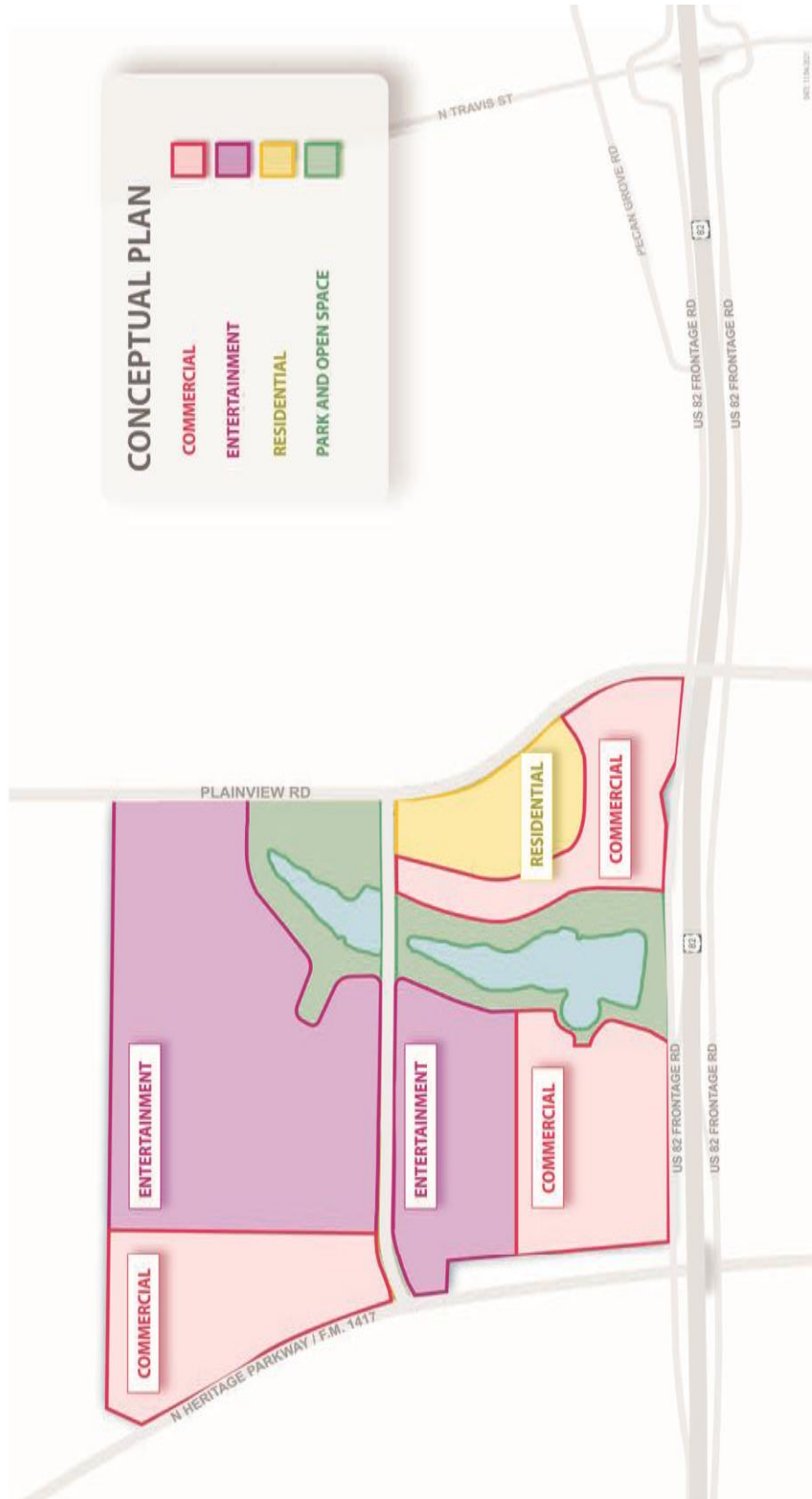


EXHIBIT D
Initial Public Infrastructure

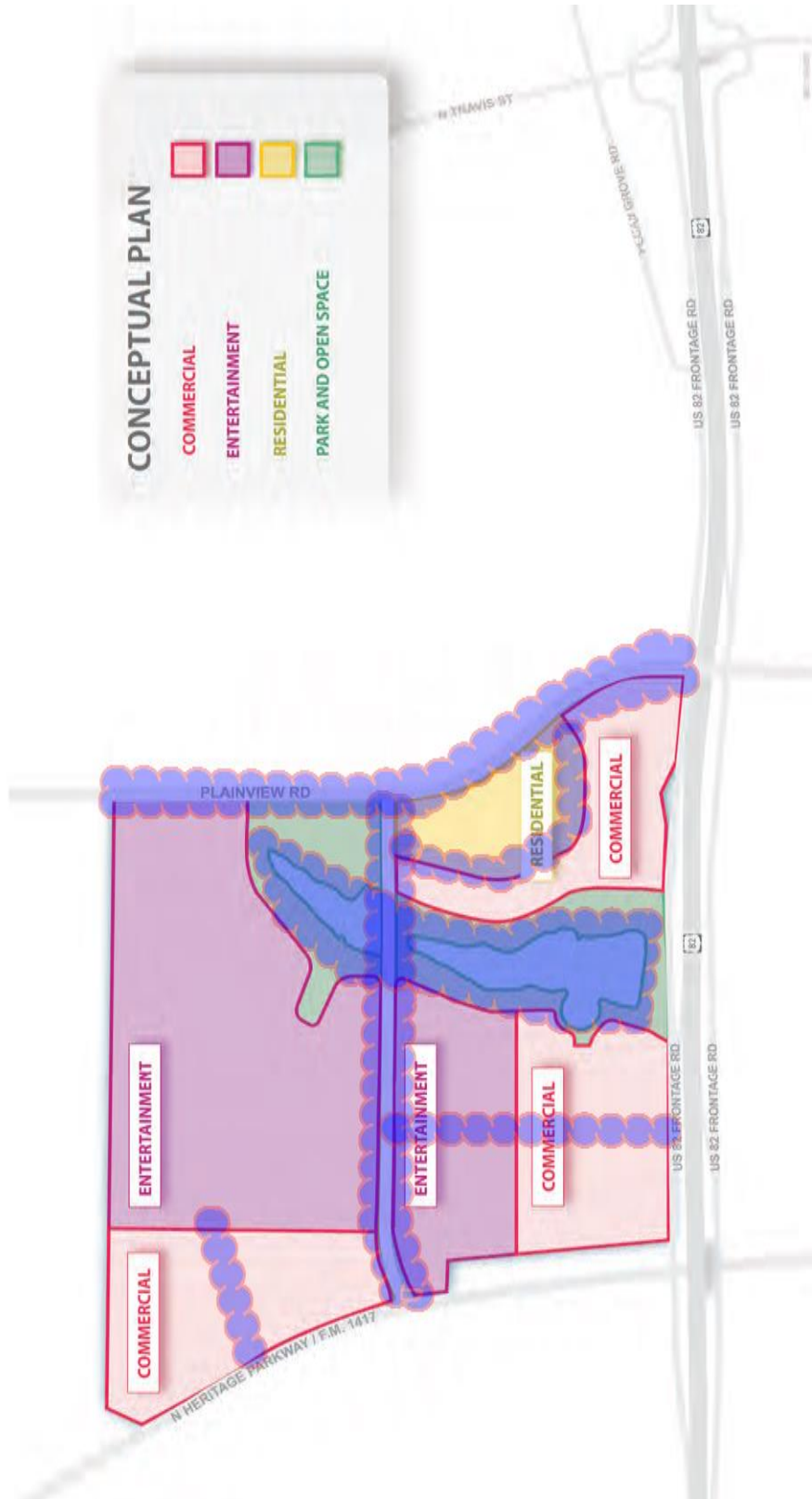
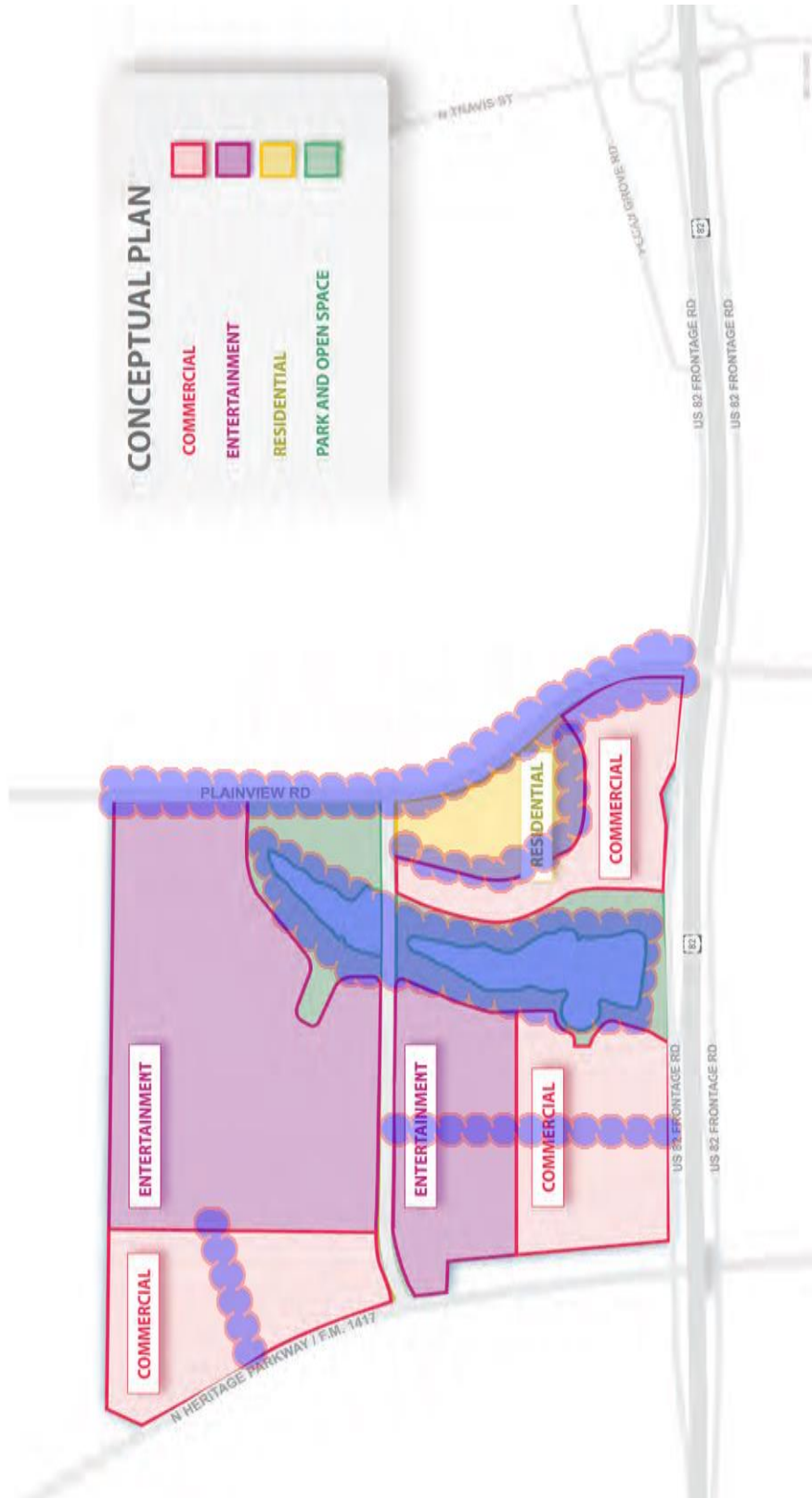
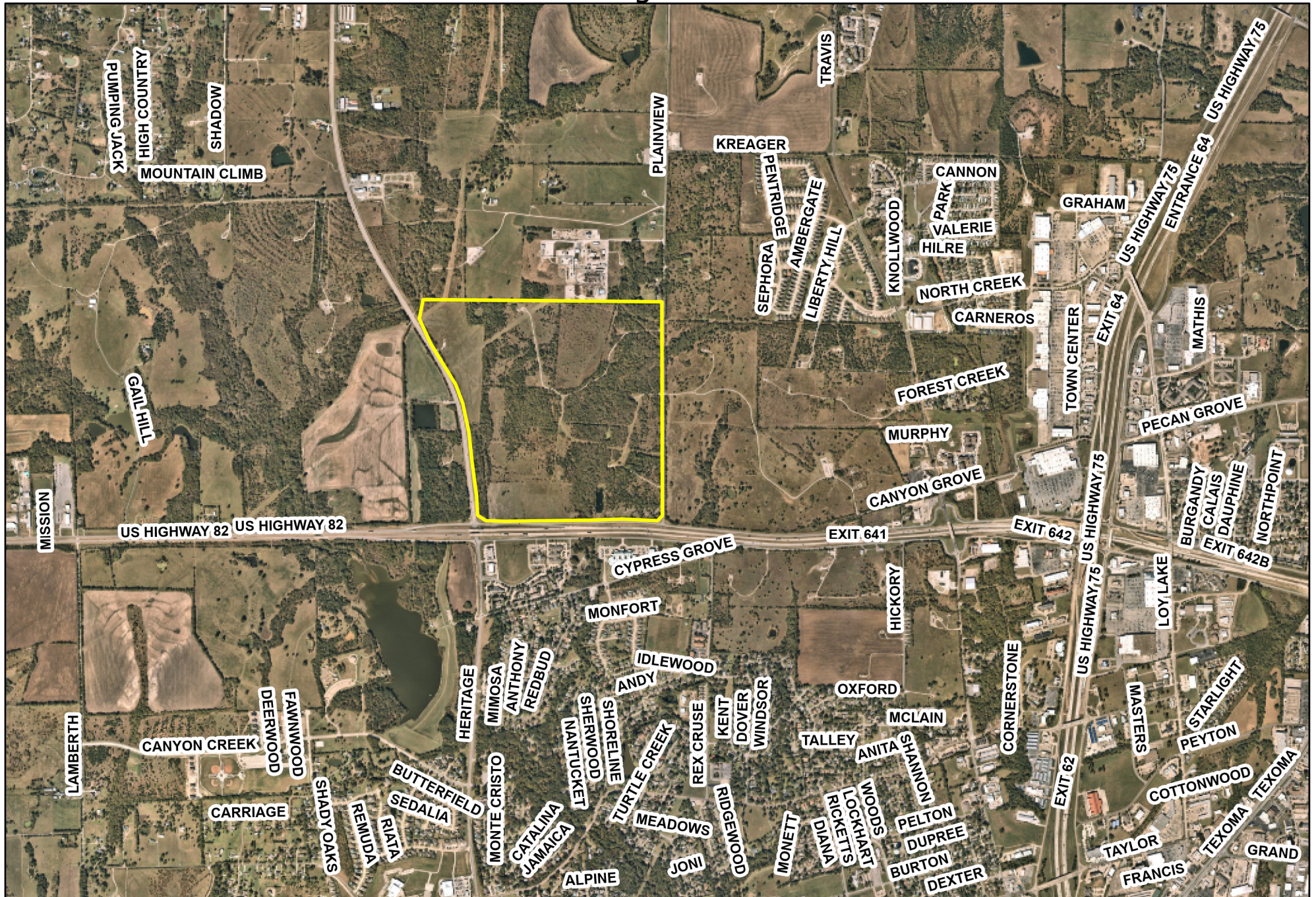


EXHIBIT E Initial TIRZ Projects



Heritage Ranch



0 500 1,000 2,000
Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 2.

Meeting Date: 11/15/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6804

Authorizing Execution of a Professional Engineering Design Services Agreement with Garver, LLC. for Design of Water Treatment Plant Improvements

Issue:

To consider a contract for professional services with Garver, LLC. for design of Water Treatment Plant Improvements

Background:

This project is for the design of improvements to the Water Treatment Plant. The flocculators and sedimentation basin sludge collection systems have now exceeded their useful life and have ceased functioning. These projects were initially put on the CIP list in 2019 for implementation in the 2022 CIP. However, the south sedimentation concentrator failed before it could be rehabilitated. Due to the sudden failure of the sedimentation basin, the Engineering Department recommends moving it to this year for engineering and construction. To accomplish this, the sedimentation mechanisms will need to be ordered at the 30% design stage to receive them as soon as possible. By bidding time and construction, the mechanisms should be ready for delivery and installation. This new equipment is only for the conventional portion of the plant. The UF/RO portion of the plant is unaffected by this issue.

Origination:

Engineering Department

Financial Consideration:

The Engineering Services fee will be \$284,421.00. Funding is available through the Utility Improvement Fund.

Staff Recommendation:

It is recommended that the contract for professional services with Garver, LLC for design of the Water Treatment Plant Improvements be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6804

Agreement

Location Map

RESOLUTION NO. 6804

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Design Services Agreement with Garver, LLC for Design of the Water Treatment Improvements Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

\$. . ! % & ' ! " #
&) ! (! * & & (+

! " "
% (& * ((# ! ! !
! (* ! ! (, - * / ! * # ! *
* ! ! 0 , . * & ! & ! ! & !
! ! * (' * & ! (* /
% ! & ! * ((# ! (! +
" 1 % * #

\$ %
2 & (% * 3 & !
((2 * # ! ! ! &
! & ' !

! ! ! ! *
NTP + 615 days ' ! ! & & * ' ! *

(
1 " & (/ * ! & #
/ % * # " * * (! * # !
* # (* * / ' ! ! ! & ' 4
! ! & (** # ! (! ! - * !
& ** # " ' !

ARTICLE V. FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI. PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII. INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement; ENGINEER shall provide such notice to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Professional Liability - \$1,000,000 per claim; \$2,000,000 aggregate policy limit. A "claims made" policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such professional liability coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement; ENGINEER shall provide such notice to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER'S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII. INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage arising out of or in connection with this CONTRACT to the extent that the damage is caused by or results from failure by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control to perform services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, or that results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control in the performance of services under this CONTRACT. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall as a part of the existing authorized fees hereunder, meaning without additional costs or fee to the Owner, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

\$ ' \$ &

\$ 1 ' " \$ ' " *

* " &

* &

% # % ; # ! & # ! *

%
% # (% / #! * %
, (! % ! ! !! &

&
#")
% ! * !& * # "
*& !& * * " & ! *
!& (& ! *)& ! ' &! !!&
* ! " '
&
\$
(# *! ' B &
!& # & '
&
*
" * # ! *
, % &## ! * #!
&
!)
% # * # & & ! &
(* # ! & & ! !'
&
((% * ! 1 (? !&
&
! # "
! &)! ** * *& ! & & (*
! *! !*& * / (* *& & ! ! '
(*& & ! ! ! !
! & !& * ! ! & % # :
** * & ! / * *& & ! !
& * ' &

& &
& #
*
% &* * (* (' ,

C A 2 ,9. ! & * , ! ! (. %
" _____ ' ,

" +
) # ' 2 &

D (_____
+ _____

% +
2

Lance Klement
\$! E " \$ _____
+ _____
Kelly

" # " A
' \$ # # ! ') 2
" 2 !) " B ' * 2

!)A _____
A _____
))

% \$ "

' # &

*) # Collin

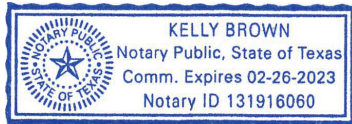
! # & (& 1& ! &
* ** Lance Klement Garver, LLC

* ! & ! ((& !/ (!
! * Garver, LLC &
& F * ** * & ! & ! *
*& * ! * ! * !

* ") ' " " # ##

28th ' October

21



Kelly Brown
1& ! % 4 Collin

* +

02-26-2023



3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
TEL 972.377.7480
FAX 972.377.8380
www.GarverUSA.com

Sherman WTP Improvements – Scope of Services

General

Generally, the scope of services includes design for improvements to **Sherman Water Treatment Plant**. The flocculators and sedimentation basin sludge collection systems have exceeded their useful life. ENGINEER will evaluate a minimum of three equipment alternatives for the replacement of the flocculator mechanisms and sludge collection systems and provide design documents for their replacement based upon Owner's choice of preferred alternative.

1. Project Management

1.1. Kick-off Meeting

ENGINEER will hold a kick-off meeting with the Owner to discuss PROJECT scope, introduce teams, establish lines of communication, and present the PROJECT schedule.

1.2. Progress Meetings

ENGINEER will plan and participate in up to three (3) in-person progress meetings in addition to the workshops to facilitate PROJECT coordination, timeliness, and budget compliance, and will prepare meeting summary (meeting minutes) and distribute to participants.

1.3. Project Management and Quality Control/Assurance Plan

- A. ENGINEER will prepare and provide up to twelve (12) monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and PROJECT updates. ENGINEER will manage all efforts of the PROJECT team, individual team members, and maintain appropriate records and documentation of PROJECT decisions, modifications, activities, communication, correspondence, and schedules.
- B. ENGINEER will develop a Project Management Plan and Quality Control/Assurance Plan for internal use and will perform Quality Assurance/Quality Control (QA/QC) reviews at major milestones of the PROJECT.

Deliverables

- Up to twelve (12) progress reports and invoices

Meetings

- Kick-off meeting with up to three ENGINEER members attending
- Up to three (3) in-person progress meetings with up to three ENGINEER members attending

2. Preliminary Design

2.1. Alternatives Evaluation

ENGINEER will evaluate a minimum of three design alternatives for the flocculator mechanisms. It is anticipated that these three alternatives will consist of (1) chain-and-flight sludge removal system, (2) a hoseless vacuum system, and (3) a Zickert-type system. ENGINEER will develop an opinion of probable construction cost (OPCC) for each alternative and will recommend an alternative based on a decision matrix developed in coordination with the Owner. The OPCC will be accurate to within the +/-

30% accuracy range of the expected construction cost. ENGINEER will present these evaluations during a workshop.

ENGINEER will coordinate up to two site visits for Sherman staff to observe similar flocculation and sedimentation basins at water plants within a 100-mile radius of the Sherman WTP.

2.2. Preliminary Design Documents

Upon receiving approval of a design alternative from the Owner, ENGINEER will develop preliminary documents, representing approximately 30 percent design development including overall site plans, facility isometrics, P&IDs, and electrical one-line diagrams. The preliminary design submission will not include specifications. The OPCC that was developed during the Alternatives Evaluation for the chosen alternative will also be included and may or may not be updated during the preliminary design development. This preliminary design will include the following improvements to each of the two basins:

- Replacement of the existing flocculator mechanisms
- Replacement of the existing sedimentation basin concentrator mechanism and sludge collectors
- Replacement of the effluent weirs
- Evaluation of the drives to determine if a single motor type with variable speeds can be used
- Evaluation of the electrical power supply to the drives
- Connection of all drive systems to SCADA for monitoring and control
- Replacement of yard, isolation valves upstream of the basins

ENGINEER will conduct a preliminary design workshop to discuss the preliminary design submission.

Deliverables

- One electronic (PDF) copy of the Alternatives Evaluation technical memorandum (TM)
- Three OPCCs, one for each design alternative in electronic (PDF) format
- One electronic (PDF) copy and one half-sized hard copy (11"x17") of the 30% design drawings

Meetings

- Alternatives Evaluation, in-person workshop attended by up to two ENGINEER members
- Up to two site visits to water treatment plants within 100 miles of the Sherman WTP, attended by one ENGINEER member
- Preliminary design, in-person workshop attended by up to two ENGINEER members

3. Final Design

Upon receiving written approval from Owner on Preliminary Design, ENGINEER will begin Final Design. ENGINEER will incorporate comments from the Owner on the Preliminary Design in the Final Design. During the Final Design phase of the PROJECT, ENGINEER will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, any special provisions, and OPCC. Multiple design scenarios or bid packages and/or pre-purchased equipment packages are not included as part of the level of effort provided with this agreement.

ENGINEER will utilize Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front-end documents. EJCDC's standard General Conditions shall be utilized with edits being provided by the Supplementary Conditions.

Deliverables

- The 60% design submission will include all information from the 30% drawings as well as structural details, electrical schematics and diagrams, standard details, all process details, and technical specifications. The deliverables for this phase are as follows:
 - One electronic (PDF) copy and one half-sized hard copy (11"x17") of the 60% design drawings
 - One electronic (PDF) and one hard copy of the technical specifications
 - One electronic (PDF) copy of the OPCC
- The 90% design submission will include all information from the 60% drawings with Owner review comments incorporated as well as any final details required. The deliverables for this phase are as follows:
 - One electronic (PDF) copy and one half-sized hard copy (11"x17") of the 90% design drawings
 - One electronic (PDF) and one hard copy of the technical specifications with front-end documents
 - One electronic (PDF) copy of the OPCC
 - One electronic (PDF) copy and one half-sized hard copy (11"x17") of the 90% design drawings to TCEQ
- The 100% design submission will include all information from the 90% drawings with Owner review comments incorporated. The deliverables for this phase are as follows:
 - One electronic (PDF) copy and one half-sized hard copy (11"x17") of the 100% design drawings
 - One electronic (PDF) and one hard copy of the technical specifications with front-end documents
 - One electronic (PDF) copy of the OPCC

Meetings

- 60% Design, in-person workshop at the Owner's office attended by up to two ENGINEER members
- 90% Design, in-person workshop at the Owner's office attended by up to two ENGINEER members

4. Bid Pre-Purchase Development

Upon receipt of approval from the Owner for the 30% designs, ENGINEER will assist the Owner in developing a bid pre-purchase to select the preferred equipment manufacturer's products to serve as a basis for the final design documents. The following tasks will be conducted:

- Develop and confirm a pre-qualified manufacturers list with the Owner. Up to three manufacturers will be evaluated for pre-qualification.
- Develop a listing of information, in conjunction with the Owner, to be requested in the proposal. The manufacturer will be selected based on lowest capital cost bid. ENGINEER will communicate and obtain information from the pre-qualified manufacturers.
- Develop a competitive pre-purchase bid package that will be completed by the submitting, pre-qualified manufacturers. These documents will be composed generally of the manufacturer's stated operation and maintenance requirements and preliminary design documents including preliminary layouts and preliminary specifications.
- Coordinate with the Owner's procurement requirements to properly advertise the pre-purchase process and include the necessary contractual and procurement documents in the pre-purchase package.

- Assist the Owner in responding to questions, issuing any addenda, and receiving the proposals.
- Assist the Owner in evaluating the submittals and documenting a recommendation for the pre-purchased manufacturer.

5. Bidding Services

Upon receipt of approval from TCEQ for the plans and specifications, ENGINEER will initiate the bidding phase of the project. During the bidding phase, ENGINEER will:

- Prepare and submit the advertisement for bids to the Owner for publication in the newspaper(s). Owner will pay advertising costs outside of this contract. ENGINEER will also publish the advertisement on CIVCAST.
- Support the contract documents by preparing addenda as appropriate.
- Answer questions and address information requests from the contractors.
- Participate in an in-person pre-bid meeting with up to three ENGINEER members attending.
- Attend the in-person bid opening with up to three ENGINEER members attending.
- Prepare the bid tabulation.
- Evaluate bids and recommend award.

Meetings:

- One (1) in-person pre-bid meeting with up to three ENGINEER members attending
- One (1) in-person bid opening with up to three ENGINEER members attending

Deliverables:

- One (1) electronic (PDF) copy of the recommendation of award letter

6. Additional Services: Construction Phase Services

Various additional special services incidental to the project, but not within the scope of the base scope of services, maybe be added to ENGINEER's responsibilities by mutual agreement and written authorization. During the construction phase of work, these additional services may include the following:

- Issue a Notice to Proceed letter to the Contractor.
- Attend in-person construction meetings and inspections.
- Review and respond to up to construction material submittals and shop drawings.
 - NOTE: Corrections or comments made by ENGINEER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. ENGINEER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, ENGINEER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- Respond to Requests for Information (RFIs) from the Contractor.
- Review the Contractor's monthly progress payment requests based on the actual quantities of contract items completed and accepted and make a recommendation to the Owner regarding

payment.

- NOTE: ENGINEER's recommendation for payment shall not be a representation that ENGINEER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- Prepare and furnish record drawings, based upon Owner and Contractor redlines.
- When authorized by the Owner, prepare change order(s) for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay ENGINEER an additional fee to be agreed upon by the Owner and ENGINEER.
- Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

In performing construction administration services, ENGINEER will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but ENGINEER cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction ENGINEER observes that the Contractor's work does not comply with the construction contract documents, ENGINEER will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. ENGINEER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, ENGINEER will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

7. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Improvements to the water treatment plant aside from the scope of the sedimentation basin and flocculation mechanisms as described above.
- B. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- C. Submittals or deliverables in addition to those listed herein.
- D. Funding assistance, including but not limited to submission of applications to the Texas Water Development Board (TWDB).

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and ENGINEER.

8. Schedule

ENGINEER shall begin work under this Agreement within ten (10) days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Alternatives Evaluation	60 days from NTP
Preliminary Design	45 days from Owner's approval of design alternative
60% Design Submittal	90 days from approval of Preliminary Design
90% Design	60 days from approval of 60% Design
100% Design	30 days from approval from Owner and TCEQ of 90% Design
Bidding Services	60 days from Owner and TCEQ approval of 100% Design
Construction Phase Services	Anticipated 270 days from issuance of NTP to contractor

City of Sherman
Water Treatment Plant Improvements

FEE SUMMARY

Basic Services Section	Estimated Fees	Fee Type
Task 1 - Project Management	\$ 7,177.00	Lump Sum
Task 2 - Preliminary Design	\$ 59,451.00	Lump Sum
Task 3 - Final Design	\$ 155,062.00	Lump Sum
Task 4 - Bid Pre-purchase	\$ 16,294.00	Lump Sum
Task 5 - Bidding Services	\$ 16,437.00	Lump Sum
Subtotal for Basic Services Section	\$ 254,421.00	
Additional Services Section	Estimated Fees	Fee Type
Task 6 - Construction Phase Services	\$ 30,000.00	Hourly, NTE
Subtotal for Additional Services Section	\$ 30,000.00	
Total All Services	\$ 284,421.00	



City of Sherman
Water Treatment Plant Improvements
Garver Hourly Rate Schedule: July 2021 - June 2022

Classification	Rates
Engineers / Architects	
E-1.....	\$ 115.00
E-2.....	\$ 135.00
E-3.....	\$ 161.00
E-4.....	\$ 189.00
E-5.....	\$ 230.00
E-6.....	\$ 283.00
E-7.....	\$ 376.00
Planners / Environmental Specialist	
P-1.....	\$ 138.00
P-2.....	\$ 174.00
P-3.....	\$ 206.00
P-4.....	\$ 242.00
P-5.....	\$ 279.00
P-6.....	\$ 319.00
Designers	
D-1.....	\$ 107.00
D-2.....	\$ 125.00
D-3.....	\$ 150.00
D-4.....	\$ 174.00
Technicians	
T-1.....	\$ 87.00
T-2.....	\$ 110.00
T-3.....	\$ 133.00
Surveyors	
S-1.....	\$ 52.00
S-2.....	\$ 68.00
S-3.....	\$ 92.00
S-4.....	\$ 131.00
S-5.....	\$ 174.00
S-6.....	\$ 198.00
2-Man Crew (Survey).....	\$ 209.00
3-Man Crew (Survey).....	\$ 261.00
2-Man Crew (GPS Survey).....	\$ 229.00
3-Man Crew (GPS Survey).....	\$ 281.00
Construction Observation	
C-1.....	\$ 101.00
C-2.....	\$ 130.00
C-3.....	\$ 159.00
C-4.....	\$ 196.00
Management/Administration	
X-1.....	\$ 66.00
X-2.....	\$ 90.00
X-3.....	\$ 125.00
X-4.....	\$ 159.00
X-5.....	\$ 195.00
X-6.....	\$ 241.00



Water Treatment
Flocculation / Sedimentation
Basin Rehab

Esri Community Maps Contributor
© OpenStreetMap contributors

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 3.

Meeting Date: 11/15/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6805

Awarding a Bid to and Authorizing Execution of a Contract with Synagro of Texas-CDR, Inc., based on an Invitation to Bid, for Construction of the WTP Sludge Removal Project 2021

Issue:

To consider awarding a bid to and authorizing execution of a contract with Synagro of Texas-CDR, Inc. of Baltimore, Maryland, based on an invitation to bid, for construction of the WTP Sludge Removal Project 2021

Background:

This project is to remove sludge that has been dredged and stockpiled on-site for removal to the landfill. As the Water Treatment Plant operates, it slowly fills a sludge pond that periodically must be cleaned out. This project is planned maintenance.

Two (2) bidders responded to the request for bids. The lowest responsible, responsive bid in the amount of 7150 tons at \$20.90 per ton, was submitted by Synagro of Texas-CDR, Inc of Baltimore, Maryland. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

The total cost of the project is \$200,000.00 Funds are available through the WTP Maintenance Fund.

Staff Recommendation:

It is recommended that the bid be awarded for construction of the WTP Sludge Removal Project 2021 to Synagro of Texas-CDR, Inc., in the amount of \$20.90 per ton, not to exceed \$200,000.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6805

Contract Agreement

Bid Tabulation

Location Map

RESOLUTION NO. 6805

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SYNAGRO OF TEXAS-CDR, INC., BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE WTP SLUDGE REMOVAL PROJECT 2021; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Synagro of Texas-CDR, Inc., of Baltimore, Maryland, is hereby awarded the bid and the City of Sherman hereby approves the contract with Synagro of Texas-CDR, Inc., in the amount of Twenty Dollars and Ninety Cents (\$20.90) per ton, not to exceed \$200,000.00 for construction of the WTP Sludge Removal Project 2021; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Synagro of Texas-CDR, Inc., for construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passes is open to the public and that public notice of the time, place, and said purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

**BY: _____
DAVID PLYLER, MAYOR**

**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

**BY: _____
RYAN D. PITTMAN CITY ATTORNEY**

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this 15th day of November 2021, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Synagro of Texas-CDR, Inc., of the City of Baltimore, County of Baltimore, State of Maryland, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

WTP Sludge Removal Project 2021

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within Thirty (30) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR **Twenty Dollars and Ninety Cents (\$20.90) per ton, not to exceed \$200,000.00**, in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER)

ATTEST:

By: _____ By: _____
Robby Hefton, City Manager Linda Ashby, City Clerk

By: _____ By: _____
(CONTRACTOR) ATTEST:

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

Bid Tabulation

Project: WTP Sludge Removal Project 2021

Owner: City of Sherman

Number: 2022-01

Public Works Project #1490-U

Date: 10/28/2021

[illegible]



Water Treatment
Plant Sludge
Removal from Site

La Cima Rd



0 150 300 600 Feet

Esri Community Maps Contributor
© OpenStreetMap contributors

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 4.

Meeting Date: 11/15/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6806

Approving and Authorizing Execution of the Amended and Restated Predevelopment Loan Agreement Among CFP SHERMAN, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT, LLC, IVY HOTEL GROUP, LLC, AP GULF STATES, INC., SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC and E4 ARCHITECTURE for the Commitment of Funds for Predevelopment Expenses Related for the Development, Design and Construction of an Estimated 80-bed Acute Care Hospital and Appropriate Site Amenities Supporting the Same within the City of Sherman, Texas

Issue:

An Amended and restated Predevelopment Loan Agreement (PLA) to provide funding for the development, design and construction of an estimated 80-bed acute care hospital on twelve acres of land near the Sherman Crossroads development

Background:

In cooperation with IVY HOTEL GROUP, LLC, (IHG) a Texas limited liability company, CFP SHERMAN, LLC, (CFP) a Minnesota nonprofit limited liability company, proposes to develop, design and construct an estimated 80-bed acute care hospital and site amenities to serve the hospital in the Crossroads Development area, north of West Travis Street and west of U.S. Highway 75. This proposed site is just north of the recently constructed medical office building in Sherman Crossroads. The City Council of approved and authorized the execution of a PLA with CFP by Resolution No. 6679 at the January 4, 2021 City Council Regular Meeting.

This Amended PLA serves two main purposes: 1) to adjust the Expiration Date of the agreement to April 30, 2022 from October 31, 2021, and 2) to adjust parties to the original agreement. Additional time is need to complete the diligence on certain aspects of the project, namely the selection of the hospital operator, selection of which is expected to be finalized by the end of November. The operator has been selected but is still being vetted by the IVY Group and other parties, including the bond underwriters and legal team. Additionally, the Phoenix Industrial Development Authority is no longer being considered a part of this project, and is being removed from the document in favor of adding Sherman Hospital Management Company, LLC an entity formed through Healthcare Facilities Partners Corp (HFPC) out of Tennessee, that has helped generate financial and healthcare modeling, proformas, and other required work products that will be used to sell the bonds to the market early next year.

As a reminder, through this PLA, the CITY OF SHERMAN along with CROSSROADS HOSPITAL DEVELOPMENT LLC, a Texas limited liability company, and various other parties agree to participate with CFP and IHG through the pre-development phase. This Agreement calls for financial participation in the form of a non-recourse loan from the various stakeholders to CFP to allow them to complete the pre-development phase of this project. The pre-development phase is expected to be completed by early 2022. Upon successful completion of the pre-development phase, CFP would issue bonds to be used for the construction of the facilities, and would retain ownership of the facilities throughout the duration of the project. The funds contributed by the City would be repaid upon issuance of construction financing (tax exempt bonds) by CFP at an annual interest rate of five percent (5%).

Origination:

City Manager's Office

Financial Consideration:

The City's participation in this project will be limited to an initial cash contribution of between \$525,000 and \$737,500 that is in the form of a non-recourse loan, repayable to the City upon issuance of debt by CFP. The City's final contribution amount is dependent upon total final pre-development costs. When the hospital project is completed, it is expected to generate over \$1.1 million annually in incremental property tax and utility revenues to the City.

Staff Recommendation:

Staff recommends approval and acceptance of the Amended and Restated Predevelopment Loan Agreement with the parties.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6806

Amended Predevelopment Agreement - Redlined Version

Amended Predevelopment Agreement

RESOLUTION NO. 6806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED PREDEVELOPMENT LOAN AGREEMENT AMONG CFP SHERMAN, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT, LLC, IVY HOTEL GROUP, LLC, AP GULF STATES, INC., SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC AND E4 ARCHITECTURE FOR THE COMMITMENT OF FUNDS FOR PREDEVELOPMENT EXPENSES RELATED FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby approves and accepts the Amended and Restated Predevelopment Loan Agreement committing funds to facilitate the development, design and construction of an estimated 80-bed acute care hospital and appropriate site amenities supporting the same on twelve acres of land near the Sherman Crossroads development in Sherman, Texas.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute the Amended and Restated Predevelopment Loan Agreement among CFP Sherman, LLC, The City Of Sherman, Texas, Crossroads Hospital Development, LLC, Ivy Hotel Group, LLC, AP Gulf States, Inc., Sherman Hospital Management Company, LLC, and E4 Architecture for the commitment of funds for predevelopment expenses related to the development, design and construction of the acute care hospital and appropriate site amenities supporting the same, in accordance with all contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

[The remainder of this page intentionally left blank.]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

AMENDED AND RESTATED PREDEVELOPMENT LOAN AGREEMENT

Acute Care Hospital Facility, City of Sherman, Texas

This Amended and Restated Predevelopment Loan Agreement (this “Agreement”) is made and entered into as of this ____ day of _____, 202__ (the “Effective Date”), by and among CFP SHERMAN, LLC, a Minnesota nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (the “Nonprofit”); CITY OF SHERMAN, TEXAS, a Texas municipality (the “City”); CROSSROADS HOSPITAL DEVELOPMENT LLC, a Texas limited liability company (“Crossroads”); IVY HOTEL GROUP, LLC, a Texas limited liability company (the “IHG”); AP GULF STATES, INC., a Texas company (“AP Gulf”); ~~PHOENIX INDUSTRIAL DEVELOPMENT AUTHORITY, an Arizona Entity (“Phoenix~~ SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC, a limited liability company (“Sherman Management”); and E4H ARCHITECTURE a Texas company (“E4”). Each of the City, Crossroads, IHG, AP Gulf, ~~Phoenix~~ Sherman Management, and E4 are herein sometimes referred to as a “Party” and collectively as the “Parties” or “Participants” hereto.

Recitals

1. The City, the Nonprofit, Crossroads and IHG have entered into a Master Development Agreement (“MDA”) regarding the development, design, and construction an estimated 80-bed acute care hospital and appropriate site amenities supporting the same within the City of Sherman, Texas in close proximity to the “Crossroads” development area therein, which such hospital and amenities will benefit the City through service to its residents (the “Project”) on the Property, a copy of which MDA is attached as *Exhibit A*.
2. The Nonprofit has engaged IHG as Project Manager for the Project, and Crossroads as Developer for the Project.
3. The Parties ~~desire to enter~~ entered into ~~this~~ the Predevelopment Loan Agreement on or about January 11, 2021 to commit funds in the form of a loan to the Nonprofit of up to Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00) (the “Loan Amount”) to cover predevelopment expenses paid or incurred related to the Project by the Parties.
4. The Parties desire to amend and restate by this Agreement the above foresaid Predevelopment Loan Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1
Definitions

Section 1.1 **Definitions.** In this Agreement, unless a different meaning clearly appears from the context:

“**Property**” means the approximately twelve (12) acre tract of land located in the City of Sherman, Texas, as depicted in that certain land survey to be completed on or before February 28, 2021 and to be further described in that certain form of Option Agreement to Ground Lease Property, set forth in **Exhibit B** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

“**Expiration Date**” means ~~October 31, 2021~~ April 30, 2022, subject to delays due to force majeure and unless extended by the City upon the City’s approval and the City Council’s vote.

“**Initial Disbursement Date**” means the date of the first disbursement of any Loan Proceeds by any of the Parties.

“**Loan**” means the funds deemed loaned by the Parties to the City or the Nonprofit, as applicable, pursuant to this Agreement.

“**Loan Documents**” means this Agreement and the Promissory Note.

“**Loan Proceeds**” means the funds deemed advanced to the Nonprofit, pursuant to this Agreement.

“**Promissory Note**” means the written instrument evidencing the Loan as set forth in Exhibit C.

“**Termination Date**” means the date of the final and full repayment of the Loan to the Parties, including all accrued and unpaid interest, or such earlier date as this Agreement is terminated pursuant to the terms hereof.

ARTICLE 2

Loan, Use of Proceeds and Conditions of Repayment

Section 2.1 **Loan.** The Parties agree, on the terms and subject to the conditions hereinafter set forth, to make the Loan to the Nonprofit in an aggregate principal amount not to exceed Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00) (the “Loan Amount”), to cover predevelopment expenses paid or incurred related to the Project; provided that each Party shall only be responsible, at maximum, for committing that amount of the Loan Amount allocable to that Party as set forth and specified in **Exhibit D**, as may be amended from time to time. The estimated predevelopment expenses are set forth on the attached **Exhibit D**. The Parties acknowledge that **Exhibit D** is preliminary and agree to work cooperatively, in good faith, to amend **Exhibit D**, as necessary, during the predevelopment phase of the Project; provided that no portion of the Loan Amount shall be amended without the prior approval of any Party whose commitment to loan funds is affected by such amendment. The Parties acknowledge that (x) the cash budget for the Project is One Million Four Hundred Thousand Seventy Five Dollars (\$1,475,000.00) (the “Cash Budget”); (y) the total cash goal is set at One Million Fifty Thousand Dollars (\$1,050,000.00) (the “Cash Goal”) wherein Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) is allocable for the City and Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) is allocable for the other Participants committing to contributing cash as set forth on **Exhibit D**; and (z) only if the costs associated with the Project exceed the total Cash Goal, then the City and the other Participants committing to contributing cash will contribute on a pro-rata, equal basis the additional funds in excess of the Cash Goal, provided, such total contribution shall not exceed the total Cash Budget.

Section 2.2 Tax-Exempt Financing. The Parties acknowledge that repayment of the Loan is expressly contingent upon the issuance of tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan. If tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan, has not been issued on or before the Expiration Date, each of the Parties shall be deemed to have forgiven the Loan and the Nonprofit shall have no further obligation to repay the Loan. The Parties acknowledge that the source of repayment of the Loan is the proceeds of the anticipated 501(c)(3) bond financing for the Project.

Section 2.3 Loan Terms.

(a) The Loan shall bear interest at an approximate rate of five percent (5%) per annum, or the maximum rate allowable by applicable law, if less, on that portion of the Loan advanced or deemed advanced, from time to time, until paid. All accrued but unpaid interest shall be payable upon payment in full of the Loan.

(b) Subject to the terms and conditions of Section 2.1, above, the Loan Amount shall be equal to an aggregate principal amount not to exceed Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00), which is comprised of the total cash commitment of the Participants of an amount not to exceed the Cash Budget and in-kind commitments equal to the sum of One Million Eight Hundred Sixty-Five Thousand Dollars (\$1,865,000), as more clearly set forth in *Exhibit D*.

(c) Article 7 below shall govern the advance/disbursement of the Loan.

(d) The term of the Loan shall begin as of the Initial Disbursement Date and end upon the earlier of the (i) Termination Date, or the (ii) Expiration Date.

Section 2.4 Early Repayment. The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Promissory Note, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance of the Promissory Note. Notwithstanding the foregoing, as provided in Section 2.2, the Parties acknowledge and agree that the only source of repayment of the Loan is the tax-exempt financing anticipated for the Project.

ARTICLE 3
Conditions of Lending

Section 3.1 Condition Precedent to Advances. The obligation of the Parties to advance the Loan Proceeds is subject to the condition precedent that no Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.2 Termination. The Parties' obligation to advance the Loan Proceeds shall automatically terminate, and the Termination Date shall be deemed to have occurred, without any notice to the City, if no Loan Proceeds have been advanced prior to the Expiration Date.

ARTICLE 4
Acknowledgments, Representations, and Warranties

Section 4.1 The Parties acknowledges that nothing contained in the MDA or this Agreement, nor any act by any of the Parties, shall be deemed or construed to create between any of the Parties any relationship, including but not limited to that of third party beneficiary, principal and agent, limited or general partnership, or joint venture (except the relationship of contracting parties under the MDA, or borrower and lenders under this Agreement). The Parties acknowledge that the Nonprofit is deemed to be the borrower of the Loan, regardless of the fact that disbursements are made to Crossroads, IHG or others to pay or reimburse certain predevelopment expenses.

Section 4.2 **Representations to Knowledge and Belief.** Each of the Parties represents to their individual knowledge and belief, in connection with the Loan, that:

(a) It is an entity, organized and in good standing under the laws of its state of formation, and is authorized to enter into this Agreement and perform any of its obligations required herein.

(b) It has the legal authority and is duly authorized to execute and deliver the Loan Documents to which it is a party and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its incurrance of the obligations under the Loan Documents, does not violate any provision of law or its governing documents.

(d) Each of the Loan Documents to which it is a party has been duly and validly authorized, executed and delivered, and is the legal, valid and binding obligations of the executing party, enforceable against such executing party in accordance with its respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Texas or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement or to perform any of the acts required of it in the Loan Documents to which it is a party.

(f) Neither the execution and delivery of the Loan Documents to which it is a party, nor compliance with any of the terms, conditions, requirements or provisions contained herein or in such referenced documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound, if modified as noted above.

(g) It will comply with all of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party, in the absence of prior default by others.

ARTICLE 5
Books and Records

Section 5.1 Each Party shall keep and maintain books, records, and other documents relating directly to the Loan Proceeds and advances of the Loan, and any duly authorized representative of a Party may, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of each other Party for seven (7) years after the expiration of this Agreement or until such time that all of the Parties have determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is earlier. The Parties agree that a Certified Public Accounting firm shall be selected by the City (the “CPA”) to oversee accounting of the Loan Proceeds that are subject to the terms and conditions hereto.

ARTICLE 6
Events of Default and Rights and Remedies

Section 6.1 **Events of Default.** Any one or more of the following events shall be deemed and shall constitute an “Event of Default”:

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Agreement or any other document referred to herein, are not paid at the loan closing of the tax exempt financing for the Project;

(b) Any Party is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for sixty (60) days after written notice thereof from any other Party; provided, however, that if such breach shall reasonably be incapable of being cured within such sixty (60) days after notice, and if the Party in breach commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as such Party is proceeding to cure such breach in reasonable period of time;

(c) Any representation made by any Party in the Loan Documents, any other document referred to in such documents, or any certificate or report furnished pursuant to this Agreement, or any representation made to induce any of the other Parties to close the Loan or advance any Loan Proceeds, proves to have been untrue in any material respect or materially misleading as of the time such representation was made.

(d) Any Party shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part

of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated.

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed with respect to any Party.

(f) Any Party shall refuse to allow any other Party, at any reasonable time and upon reasonable advance written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Loan.

Section 6.2 Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Party claiming an Event of Default, the Party claiming an Event of Default may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) Such Party may, by notice in writing to the other Parties, refrain from advancing any more of the Loan Proceeds and, at such Party's option, declare a termination of this Agreement as to such Party; provided, however, such Party may make advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder, or waiving its right to refrain from making any additional advances.

(b) Such Party shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under the Loan Documents.

(c) Such Party shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(d) Such Party shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to such Party arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

Section 6.3 Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by operation of law or by this Agreement, shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by any other Party.

No waiver made by any Party with respect to the performance, manner or time thereof, of any obligation of any other Party or any condition to its own obligation under this Agreement or any

document referred to herein, shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party. No delay or failure by any Party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by any Party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

ARTICLE 7

Advance/Disbursement Provisions

Section 7.1 Draw Requests. The Developer and Crossroads will submit to the City and the Nonprofit monthly written draw requests as any preconstruction expenses identified in *Exhibit D* are incurred that are advanceable under the Loan, accompanied by a schedule of work, activities, programs performed, and task list as applicable. The first written draw request shall be submitted to the City by January 7, 2021, and monthly thereafter. Each request shall be submitted by the last day of the month for each month. The City shall have ten (10) business days from the last day of the preceding month to review each draw request subject to the procedure set forth in Section 6(a) below.

Section 7.2 Determination of Eligible Costs. The City and Ivy shall determine whether the written draw requests and costs set forth therein as submitted by the are advanceable for disbursement under the Loan. If Crossroads or Ivy submits a draw request for advancement of Eligible Costs in any given month, the City shall have ten (10) business days following the end of the preceding month that the draw requests corresponds with to review and approve said draw request. Should the City and/or Ivy determine an item is not eligible for reimbursement under the Loan, this item will be held for appeal with such determination to be made by the City Manager. The City Manager's determination on the matter shall be final. Upon approval of any portion of a draw request, the Participants hereto committing to making cash contributions shall cause such Participant's responsible share of the approved amount of each advance request to be paid to a Certified Public Accountant selected by the City for the Project pursuant to the terms and conditions herein (the "CPA") within ten (10) days after approval thereof.

ARTICLE 8

Miscellaneous

Section 8.1 Modifications. This Agreement may be modified solely through written amendments hereto executed by all of the Parties.

Section 8.2 Notices and Demands.

(a) Any formal notice, demand, or other communication under this Agreement by any Party to the other Parties shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered personally; or delivered by a reputable overnight courier:

if to Crossroads:

Crossroads Hospital Development LLC
c/o Republic Health Group

1437 Sussex Drive
Plano, Texas 75075
Attn: Greg McGaw
Phone Number: (214) 202-0340
E-mail: greg.mcgaw@republichg.com

Copy to: Harkinson Investment Corporation
4560 Beltline Road, Suite 400
Addison, Texas 75001
Attn: Jeff Harkinson
Phone Number: (214) 394-9270
E-mail: jharkinson@harkcorp.com

if to IHG: IVY HOTEL GROUP, LLC
c/o Ivy Hotel Group
4300 MacArthur Avenue, Suite 175
Dallas, Texas 75209
Attn: Robert P. Colombo
Phone Number: (917) 921-6889
E-mail: rcolombo@ivyhotelgroup.com

Copy to: Dorsey & Whitney LLP
300 Crescent Court
Suite 400
Dallas, TX 75201
Attn: Gina Betts
Phone Number: (214) 981-9910
E-mail: betts.gina@dorsey.com

and

Dorsey & Whitney LLP
51 West 52nd Street
New York, NY 10019
Attn: Jeffrey R. Escobar
Phone Number: (212) 415-9315
E-mail: escobar.jeffrey@dorsey.com

if to the City: City of Sherman, Texas
220 W. Mulberry Street
Sherman, TX 75090
Attn: City Manager
Phone Number: (903) 892-7201
E-mail: robbyh@cityofsherman.com

Copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attn: Robert H. Roeder
Phone Number: (214) 544-4000
E-mail: rroeder@abernathy-law.com

if to the Nonprofit: CFP Sherman, LLP
c/o Community Facility Public Private Partnership
601 Carlson Parkway, Suite 1050
Minnetonka, Minnesota 55305
Attn: Steve Collins
Phone Number: (612) 735-7717
Email: steve@taxfreeP3.org

Copy to: Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402
Attn: Daniel R. W. Nelson
Phone Number: (612) 339-7121
Email: dnelson@bestlaw.com

if to AP Gulf: AP Gulf States, Inc.
1600 North Collins Blvd, Suite 2000
Richardson, Texas 75080

~~if to Phoenix: Phoenix Industrial Development Authority~~
~~3352 East Cambelback Road~~
~~Phoenix, Arizona 85018~~

if to Sherman Management: Sherman Management Company, LLC
c/o Healthcare Facilities Partners
7110 Crossroads Blvd, Suite 200
Brentwood, TN 37027
Attn: Eddie Alexander
Phone Number: (615) 550-2600
Email: ealexander@hcfpllc.com

if to E4: E4H Architecture
1217 8th Avenue, Suite 301
Fort Worth, Texas 76104

or at such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the others as provided in this Section. Notwithstanding the foregoing, any draw request or informal communication may delivered by e-mail or regular mail.

Section 8.3 **Binding Effect.** The covenants and agreements in this Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement.

Section 8.4 **Titles of Articles and Sections.** Any titles of the several parts, Articles, and Sections of this Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

Section 8.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. A signature transmitted by e-mail in PDF or other electronic format shall be binding on the transmitting Party and construed as equivalent to an original signature for all purposes.

Section 8.6 **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the State of Texas, and all Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 8.7 **Waiver.** The failure or delay of any Party to take any action or assert any right or remedy, or the partial exercise by any Party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 8.8 **Entire Agreement.** This Agreement, with the exhibits hereto, constitutes the entire agreement between the Parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement.

Section 8.9 **Severability.** Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

CITY OF SHERMAN, TEXAS,
a Texas municipality

By: _____
Name: _____
Title: _____
Date Signed: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Name:
City Attorney

**CROSSROADS HOSPITAL DEVELOPMENT,
LLC**
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

IVY HOTEL GROUP, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

AP GULF STATES, INC.
a Texas company

By: _____
Name: _____
Title: _____
Date Signed: _____

~~**PHOENIX INDUSTRIAL DEVELOPMENT AUTHORITY**~~
~~an Arizona entity~~ **SHERMAN MANAGEMENT COMPANY, LLC**
a limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

E4H ARCHITECTURE
a Texas company

By: _____
Name: _____
Title: _____
Date Signed: _____

CFP SHERMAN, LLC

a Minnesota nonprofit limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

EXHIBIT A
Master Development Agreement

Exhibit A

EXHIBIT B
Form of Option Agreement to Ground Lease

Exhibit B

EXHIBIT C
Promissory Note

PROMISSORY NOTE

\$3,340,000
January 4, 2021

Sherman, Texas

FOR VALUE RECEIVED, CFP Sherman, LLC, a Minnesota nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (the "Nonprofit") hereby promises to pay the total sum of Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00) to the order of (i) CITY OF SHERMAN, TEXAS, a Texas municipality (the "City"); (ii) CROSSROADS HOSPITAL DEVELOPMENT GROUP LLC, a Texas limited liability company ("Crossroads") at the address of c/o Republic Health Group, 1437 Sussex Drive, Plano, Texas 75075; (iii) IVY HOTEL GROUP, LLC, a Texas limited liability company ("IHG") at the address of c/o Ivy Hotel Group, 4300 MacArthur Avenue, Suite 175, Dallas, Texas 75209; (iv) AP GULF STATES, INC., a Texas company ("AP Gulf") at the address of 1600 North Collins Blvd, Suite 2000, Richardson, Texas 75080; (v) ~~PHOENIX INDUSTRIAL AUTHORITY, an Arizona Entity ("Phoenix")~~ SHERMAN MANAGEMENT COMPANY LLC, a limited liability company ("Sherman Management") at the address of ~~3352 East Cambelbaek Road, Phoenix, Arizona 85018~~ c/o Healthcare Facilities Partners, 7110 Crossroads Blvd, Suite 200, Brentwood, TN 37027; and (vi) E4H ARCHITECTURE ("E4") a Texas company ("E4") at the address of 1217 8th Avenue, Suite 301, Fort Worth, Texas 76104, in which such total sum shall be divide and allocated to each of the above parties as follows: (i) City the sum of Seven Hundred Thirty Seven Thousand Five Hundred and No Dollars (\$737,500.00), (ii) Crossroads the sum of ~~Five~~Four Hundred ~~Twenty One~~Forty Five Thousand ~~Two~~Eight Hundred ~~Fifty~~Thirty-Four and No Dollars (~~\$521,250.00~~445,834.00), (iii) IHG the sum of ~~Four~~Five Hundred ~~Fourteen~~Thirty Five Thousand ~~Five~~Eight Hundred ~~Eighty~~Thirty-Three and No Dollars (~~\$414,583.00~~535,833.00), (iv) AP Gulf the sum of Four Hundred Ninety Five Thousand Eight Hundred Thirty-Three and No Dollars (\$495,833.00), (v) ~~Phoenix~~Sherman Management the sum of Two Hundred ~~Forty Five~~ Thousand ~~Eight Hundred Thirty Three~~ and No Dollars (~~\$245,833.00~~200,000.00), and (vi) E4 the sum of Nine Hundred Twenty Five Thousand and No Dollars (\$925,000.00)(collectively, the "Participants"), or so much thereof as may have been advanced or deemed advanced by each such party pursuant to the terms of that certain Predevelopment Loan Agreement of even date herewith (the "Agreement") together with interest at the approximate rate of five percent (5.0%) per annum, or the maximum rate allowable by applicable law, if less, on that portion of the Loan advanced or deemed advanced, from time to time, until paid. All accrued but unpaid interest shall be payable upon payment in full of the Loan. All capitalized terms used in this Note but not defined herein shall have the meanings ascribed thereto in the Agreement.

This Note is non-recourse to the Nonprofit. This Note shall be repaid, if at all, only from the proceeds of the issuance of the 501(c)(3) bond financing in an amount sufficient to cover all costs of the portion of the Project. **The Nonprofit shall have no obligation to repay this Note.** If tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including,

Exhibit C

without limitation, the repayment of the Loan, has not been issued on or before the Expiration Date, each of the Participants shall be deemed to have forgiven the Loan and the Nonprofit shall have no further obligation to repay the Loan.

This Note may be prepaid in whole or in part at any time without penalty.

The Nonprofit waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note, and any and all lack of diligence or delays in collection or enforcement of this Note.

This Note shall be construed under and governed by the laws of the State of Texas.

CFP Sherman, LLC

a Minnesota nonprofit limited liability company

By: _____

Name:

Title:

Date Signed: _____

EXHIBIT D
Estimated Predevelopment Expenses, Cash Commitments and In-Kind Contributions

Estimated Predevelopment Expenses:

October 1, 2020 - July 31, 2021			
Design Fees	CASH	IN-KIND	TOTAL
Architect Pricing Package	\$100,000	\$925,000	1,025,000
General Contractor Fee	\$0	\$250,000	250,000
Soils Engineering	\$0	\$0	-
Environmental	\$0	\$0	-
Geotech, etc.	\$50,000	\$0	50,000
Seismic	\$0	\$0	-
Design Fee Contingency	\$70,000	\$0	70,000
Other Soft Costs	CASH	IN-KIND	TOTAL
Operator Design Review	\$0	\$200,000	200,000
Feasibility Study	\$250,000	\$0	250,000
Economic Impact Study	\$25,000	\$0	25,000
Legal, Accounting and Tax	\$250,000	\$0	250,000
Construction Monitor	\$50,000	\$0	50,000
City Fees/Taps	\$0	\$0	-
Insurance	\$30,000	\$0	30,000
Owner Rep / Project Manager	\$450,000	\$390,000	840,000
Project Coordinator	\$0	\$100,000	100,000
Soft Costs Contingency (10%)	\$200,000	\$0	200,000
Totals¹	\$1,475,000	\$1,865,000	\$3,340,000
<i>These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period</i>			

Cash

Commitments:

October 1, 2020 - July 31, 2021	
Pre-Development Loan - Cash Contributors	Amount
City of Sherman	737,500
Adolfson & Peterson	245,833
Phoenix IDA	245,833
Crossroads / Ivy Hotel Group	245,833
Totals¹	\$1,475,000
<i>These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period</i>	

October 1, 2020-July 31, 2021

<u>Pre-Development Loan - Cash Contributors</u>	<u>Amount</u>
--	----------------------

City of Sherman	737,500
Adolfson & Peterson	245,833
Sherman Hospital Management Company, LLC	100,000
Crossroads	245,833
Ivy Hotel Group	145,833
Totals	\$1,475,000

[These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period](#)

In-Kind Contributions

October 1, 2020 - July 31, 2021	
Pre-Development Loan - In-Kind Contributors	Amount
Architect	925,000
General Contractor	250,000
Operator	200,000
Owner Rep / Project Manager	390,000
Project Coordinator	100,000
Totals¹	\$1,865,000

[These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period](#)

Document comparison by Workshare Compare on Thursday, November 11, 2021
12:32:01 PM

Input:	
Document 1 ID	netdocuments://4835-6070-8564/4
Description	Predevelopment Loan Agreement -- Crossroads Sherman Texas (v6)
Document 2 ID	netdocuments://4855-1151-5392/1
Description	Amended and Restated Predevelopment Loan Agreement -- Crossroads Sherman Texas
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	57
Deletions	38
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	95

AMENDED AND RESTATED PREDEVELOPMENT LOAN AGREEMENT

Acute Care Hospital Facility, City of Sherman, Texas

This Amended and Restated Predevelopment Loan Agreement (this “Agreement”) is made and entered into as of this ____ day of _____, 202__ (the “Effective Date”), by and among CFP SHERMAN, LLC, a Minnesota nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (the “Nonprofit”); CITY OF SHERMAN, TEXAS, a Texas municipality (the “City”); CROSSROADS HOSPITAL DEVELOPMENT LLC, a Texas limited liability company (“Crossroads”); IVY HOTEL GROUP, LLC, a Texas limited liability company (the “IHG”); AP GULF STATES, INC., a Texas company (“AP Gulf”); SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC, a limited liability company (“Sherman Management”); and E4H ARCHITECTURE a Texas company (“E4”). Each of the City, Crossroads, IHG, AP Gulf, Sherman Management, and E4 are herein sometimes referred to as a “Party” and collectively as the “Parties” or “Participants” hereto.

Recitals

1. The City, the Nonprofit, Crossroads and IHG have entered into a Master Development Agreement (“MDA”) regarding the development, design, and construction an estimated 80-bed acute care hospital and appropriate site amenities supporting the same within the City of Sherman, Texas in close proximity to the “Crossroads” development area therein, which such hospital and amenities will benefit the City through service to its residents (the “Project”) on the Property, a copy of which MDA is attached as **Exhibit A**.
2. The Nonprofit has engaged IHG as Project Manager for the Project, and Crossroads as Developer for the Project.
3. The Parties entered into the Predevelopment Loan Agreement on or about January 11, 2021 to commit funds in the form of a loan to the Nonprofit of up to Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00) (the “Loan Amount”) to cover predevelopment expenses paid or incurred related to the Project by the Parties.
4. The Parties desire to amend and restate by this Agreement the above foresaid Predevelopment Loan Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 Definitions

Section 1.1 **Definitions.** In this Agreement, unless a different meaning clearly appears from the context:

“**Property**” means the approximately twelve (12) acre tract of land located in the City of Sherman, Texas, as depicted in that certain land survey to be completed on or before February 28, 2021 and to be further described in that certain form of Option Agreement to Ground Lease Property, set forth in **Exhibit B** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

“**Expiration Date**” means April 30, 2022, subject to delays due to force majeure and unless extended by the City upon the City’s approval and the City Council’s vote.

“**Initial Disbursement Date**” means the date of the first disbursement of any Loan Proceeds by any of the Parties.

“**Loan**” means the funds deemed loaned by the Parties to the City or the Nonprofit, as applicable, pursuant to this Agreement.

“**Loan Documents**” means this Agreement and the Promissory Note.

“**Loan Proceeds**” means the funds deemed advanced to the Nonprofit, pursuant to this Agreement.

“**Promissory Note**” means the written instrument evidencing the Loan as set forth in Exhibit C.

“**Termination Date**” means the date of the final and full repayment of the Loan to the Parties, including all accrued and unpaid interest, or such earlier date as this Agreement is terminated pursuant to the terms hereof.

ARTICLE 2

Loan, Use of Proceeds and Conditions of Repayment

Section 2.1 **Loan.** The Parties agree, on the terms and subject to the conditions hereinafter set forth, to make the Loan to the Nonprofit in an aggregate principal amount not to exceed Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00) (the “Loan Amount”), to cover predevelopment expenses paid or incurred related to the Project; provided that each Party shall only be responsible, at maximum, for committing that amount of the Loan Amount allocable to that Party as set forth and specified in **Exhibit D**, as may be amended from time to time. The estimated predevelopment expenses are set forth on the attached **Exhibit D**. The Parties acknowledge that **Exhibit D** is preliminary and agree to work cooperatively, in good faith, to amend **Exhibit D**, as necessary, during the predevelopment phase of the Project; provided that no portion of the Loan Amount shall be amended without the prior approval of any Party whose commitment to loan funds is affected by such amendment. The Parties acknowledge that (x) the cash budget for the Project is One Million Four Hundred Thousand Seventy Five Dollars (\$1,475,000.00) (the “Cash Budget”); (y) the total cash goal is set at One Million Fifty Thousand Dollars (\$1,050,000.00) (the “Cash Goal”) wherein Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) is allocable for the City and Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) is allocable for the other Participants committing to contributing cash as set forth on **Exhibit D**; and (z) only if the costs associated with the Project exceed the total Cash Goal, then the City and the other Participants committing to contributing cash will contribute on a pro-rata, equal basis the additional funds in excess of the Cash Goal, provided, such total contribution shall not exceed the total Cash Budget.

Section 2.2 Tax-Exempt Financing. The Parties acknowledge that repayment of the Loan is expressly contingent upon the issuance of tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan. If tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan, has not been issued on or before the Expiration Date, each of the Parties shall be deemed to have forgiven the Loan and the Nonprofit shall have no further obligation to repay the Loan. The Parties acknowledge that the source of repayment of the Loan is the proceeds of the anticipated 501(c)(3) bond financing for the Project.

Section 2.3 Loan Terms.

(a) The Loan shall bear interest at an approximate rate of five percent (5%) per annum, or the maximum rate allowable by applicable law, if less, on that portion of the Loan advanced or deemed advanced, from time to time, until paid. All accrued but unpaid interest shall be payable upon payment in full of the Loan.

(b) Subject to the terms and conditions of Section 2.1, above, the Loan Amount shall be equal to an aggregate principal amount not to exceed Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00), which is comprised of the total cash commitment of the Participants of an amount not to exceed the Cash Budget and in-kind commitments equal to the sum of One Million Eight Hundred Sixty-Five Thousand Dollars (\$1,865,000), as more clearly set forth in *Exhibit D*.

(c) Article 7 below shall govern the advance/disbursement of the Loan.

(d) The term of the Loan shall begin as of the Initial Disbursement Date and end upon the earlier of the (i) Termination Date, or the (ii) Expiration Date.

Section 2.4 Early Repayment. The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Promissory Note, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance of the Promissory Note. Notwithstanding the foregoing, as provided in Section 2.2, the Parties acknowledge and agree that the only source of repayment of the Loan is the tax-exempt financing anticipated for the Project.

ARTICLE 3
Conditions of Lending

Section 3.1 Condition Precedent to Advances. The obligation of the Parties to advance the Loan Proceeds is subject to the condition precedent that no Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.2 Termination. The Parties' obligation to advance the Loan Proceeds shall automatically terminate, and the Termination Date shall be deemed to have occurred, without any notice to the City, if no Loan Proceeds have been advanced prior to the Expiration Date.

ARTICLE 4
Acknowledgments, Representations, and Warranties

Section 4.1 The Parties acknowledges that nothing contained in the MDA or this Agreement, nor any act by any of the Parties, shall be deemed or construed to create between any of the Parties any relationship, including but not limited to that of third party beneficiary, principal and agent, limited or general partnership, or joint venture (except the relationship of contracting parties under the MDA, or borrower and lenders under this Agreement). The Parties acknowledge that the Nonprofit is deemed to be the borrower of the Loan, regardless of the fact that disbursements are made to Crossroads, IHG or others to pay or reimburse certain predevelopment expenses.

Section 4.2 **Representations to Knowledge and Belief.** Each of the Parties represents to their individual knowledge and belief, in connection with the Loan, that:

(a) It is an entity, organized and in good standing under the laws of its state of formation, and is authorized to enter into this Agreement and perform any of its obligations required herein.

(b) It has the legal authority and is duly authorized to execute and deliver the Loan Documents to which it is a party and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its incurrence of the obligations under the Loan Documents, does not violate any provision of law or its governing documents.

(d) Each of the Loan Documents to which it is a party has been duly and validly authorized, executed and delivered, and is the legal, valid and binding obligations of the executing party, enforceable against such executing party in accordance with its respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Texas or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement or to perform any of the acts required of it in the Loan Documents to which it is a party.

(f) Neither the execution and delivery of the Loan Documents to which it is a party, nor compliance with any of the terms, conditions, requirements or provisions contained herein or in such referenced documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound, if modified as noted above.

(g) It will comply with all of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party, in the absence of prior default by others.

ARTICLE 5
Books and Records

Section 5.1 Each Party shall keep and maintain books, records, and other documents relating directly to the Loan Proceeds and advances of the Loan, and any duly authorized representative of a Party may, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of each other Party for seven (7) years after the expiration of this Agreement or until such time that all of the Parties have determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is earlier. The Parties agree that a Certified Public Accounting firm shall be selected by the City (the "CPA") to oversee accounting of the Loan Proceeds that are subject to the terms and conditions hereto.

ARTICLE 6
Events of Default and Rights and Remedies

Section 6.1 **Events of Default.** Any one or more of the following events shall be deemed and shall constitute an "Event of Default":

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Agreement or any other document referred to herein, are not paid at the loan closing of the tax exempt financing for the Project;

(b) Any Party is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for sixty (60) days after written notice thereof from any other Party; provided, however, that if such breach shall reasonably be incapable of being cured within such sixty (60) days after notice, and if the Party in breach commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as such Party is proceeding to cure such breach in reasonable period of time;

(c) Any representation made by any Party in the Loan Documents, any other document referred to in such documents, or any certificate or report furnished pursuant to this Agreement, or any representation made to induce any of the other Parties to close the Loan or advance any Loan Proceeds, proves to have been untrue in any material respect or materially misleading as of the time such representation was made.

(d) Any Party shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part

of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated.

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed with respect to any Party.

(f) Any Party shall refuse to allow any other Party, at any reasonable time and upon reasonable advance written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Loan.

Section 6.2 Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Party claiming an Event of Default, the Party claiming an Event of Default may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) Such Party may, by notice in writing to the other Parties, refrain from advancing any more of the Loan Proceeds and, at such Party's option, declare a termination of this Agreement as to such Party; provided, however, such Party may make advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder, or waiving its right to refrain from making any additional advances.

(b) Such Party shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under the Loan Documents.

(c) Such Party shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(d) Such Party shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to such Party arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

Section 6.3 Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by operation of law or by this Agreement, shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by any other Party.

No waiver made by any Party with respect to the performance, manner or time thereof, of any obligation of any other Party or any condition to its own obligation under this Agreement or any

document referred to herein, shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party. No delay or failure by any Party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by any Party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

ARTICLE 7

Advance/Disbursement Provisions

Section 7.1 Draw Requests. The Developer and Crossroads will submit to the City and the Nonprofit monthly written draw requests as any preconstruction expenses identified in ***Exhibit D*** are incurred that are advanceable under the Loan, accompanied by a schedule of work, activities, programs performed, and task list as applicable. The first written draw request shall be submitted to the City by January 7, 2021, and monthly thereafter. Each request shall be submitted by the last day of the month for each month. The City shall have ten (10) business days from the last day of the preceding month to review each draw request subject to the procedure set forth in Section 6(a) below.

Section 7.2 Determination of Eligible Costs. The City and Ivy shall determine whether the written draw requests and costs set forth therein as submitted by the are advanceable for disbursement under the Loan. If Crossroads or Ivy submits a draw request for advancement of Eligible Costs in any given month, the City shall have ten (10) business days following the end of the preceding month that the draw requests corresponds with to review and approve said draw request. Should the City and/or Ivy determine an item is not eligible for reimbursement under the Loan, this item will be held for appeal with such determination to be made by the City Manager. The City Manager's determination on the matter shall be final. Upon approval of any portion of a draw request, the Participants hereto committing to making cash contributions shall cause such Participant's responsible share of the approved amount of each advance request to be paid to a Certified Public Accountant selected by the City for the Project pursuant to the terms and conditions herein (the "CPA") within ten (10) days after approval thereof.

ARTICLE 8

Miscellaneous

Section 8.1 Modifications. This Agreement may be modified solely through written amendments hereto executed by all of the Parties.

Section 8.2 Notices and Demands.

(a) Any formal notice, demand, or other communication under this Agreement by any Party to the other Parties shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered personally; or delivered by a reputable overnight courier:

if to Crossroads:

Crossroads Hospital Development LLC
c/o Republic Health Group

1437 Sussex Drive
Plano, Texas 75075
Attn: Greg McGaw
Phone Number: (214) 202-0340
E-mail: greg.mcgaaw@republichg.com

Copy to: Harkinson Investment Corporation
4560 Beltline Road, Suite 400
Addison, Texas 75001
Attn: Jeff Harkinson
Phone Number: (214) 394-9270
E-mail: jharkinson@harkcorp.com

if to IHG: IVY HOTEL GROUP, LLC
c/o Ivy Hotel Group
4300 MacArthur Avenue, Suite 175
Dallas, Texas 75209
Attn: Robert P. Colombo
Phone Number: (917) 921-6889
E-mail: rcolombo@ivyhotelgroup.com

Copy to: Dorsey & Whitney LLP
300 Crescent Court
Suite 400
Dallas, TX 75201
Attn: Gina Betts
Phone Number: (214) 981-9910
E-mail: betts.gina@dorsey.com

and

Dorsey & Whitney LLP
51 West 52nd Street
New York, NY 10019
Attn: Jeffrey R. Escobar
Phone Number: (212) 415-9315
E-mail: escobar.jeffrey@dorsey.com

if to the City: City of Sherman, Texas
220 W. Mulberry Street
Sherman, TX 75090
Attn: City Manager
Phone Number: (903) 892-7201
E-mail: robbyh@cityofsherman.com

Copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attn: Robert H. Roeder
Phone Number: (214) 544-4000
E-mail: rroeder@abernathy-law.com

if to the Nonprofit: CFP Sherman, LLP
c/o Community Facility Public Private Partnership
601 Carlson Parkway, Suite 1050
Minnetonka, Minnesota 55305
Attn: Steve Collins
Phone Number: (612) 735-7717
Email: steve@taxfreeP3.org

Copy to: Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402
Attn: Daniel R. W. Nelson
Phone Number: (612) 339-7121
Email: dnelson@bestlaw.com

if to AP Gulf: AP Gulf States, Inc.
1600 North Collins Blvd, Suite 2000
Richardson, Texas 75080

if to Sherman Management: Sherman Management Company, LLC
c/o Healthcare Facilities Partners
7110 Crossroads Blvd, Suite 200
Brentwood, TN 37027
Attn: Eddie Alexander
Phone Number: (615) 550-2600
Email: ealexander@hcfpllc.com

if to E4: E4H Architecture
1217 8th Avenue, Suite 301
Fort Worth, Texas 76104

or at such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the others as provided in this Section. Notwithstanding the foregoing, any draw request or informal communication may delivered by e-mail or regular mail.

Section 8.3 Binding Effect. The covenants and agreements in this Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement.

Section 8.4 **Titles of Articles and Sections.** Any titles of the several parts, Articles, and Sections of this Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

Section 8.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. A signature transmitted by e-mail in PDF or other electronic format shall be binding on the transmitting Party and construed as equivalent to an original signature for all purposes.

Section 8.6 **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the State of Texas, and all Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 8.7 **Waiver.** The failure or delay of any Party to take any action or assert any right or remedy, or the partial exercise by any Party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 8.8 **Entire Agreement.** This Agreement, with the exhibits hereto, constitutes the entire agreement between the Parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement.

Section 8.9 **Severability.** Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

CITY OF SHERMAN, TEXAS,
a Texas municipality

By: _____
Name: _____
Title: _____
Date Signed: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Name:
City Attorney

**CROSSROADS HOSPITAL DEVELOPMENT,
LLC**
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

IVY HOTEL GROUP, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

AP GULF STATES, INC.
a Texas company

By: _____
Name: _____
Title: _____
Date Signed: _____

SHERMAN MANAGEMENT COMPANY, LLC
a limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

E4H ARCHITECTURE
a Texas company

By: _____
Name: _____
Title: _____
Date Signed: _____

CFP SHERMAN, LLC
a Minnesota nonprofit limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

EXHIBIT A
Master Development Agreement

EXHIBIT B
Form of Option Agreement to Ground Lease

EXHIBIT C
Promissory Note

PROMISSORY NOTE

\$3,340,000
January 4, 2021

Sherman, Texas

FOR VALUE RECEIVED, CFP Sherman, LLC, a Minnesota nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (the "Nonprofit") hereby promises to pay the total sum of Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00) to the order of (i) CITY OF SHERMAN, TEXAS, a Texas municipality (the "City"); (ii) CROSSROADS HOSPITAL DEVELOPMENT GROUP LLC, a Texas limited liability company ("Crossroads") at the address of c/o Republic Health Group, 1437 Sussex Drive, Plano, Texas 75075; (iii) IVY HOTEL GROUP, LLC, a Texas limited liability company ("IHG") at the address of c/o Ivy Hotel Group, 4300 MacArthur Avenue, Suite 175, Dallas, Texas 75209; (iv) AP GULF STATES, INC., a Texas company ("AP Gulf") at the address of 1600 North Collins Blvd, Suite 2000, Richardson, Texas 75080; (v) SHERMAN MANAGEMENT COMPANY LLC, a limited liability company ("Sherman Management") at the address of c/o Healthcare Facilities Partners, 7110 Crossroads Blvd, Suite 200, Brentwood, TN 37027; and (vi) E4H ARCHITECTURE ("E4") a Texas company ("E4") at the address of 1217 8th Avenue, Suite 301, Fort Worth, Texas 76104,, in which such total sum shall be divide and allocated to each of the above parties as follows: (i) City the sum of Seven Hundred Thirty Seven Thousand Five Hundred and No Dollars (\$737,500.00), (ii) Crossroads the sum of Four Hundred Forty Five Thousand Eight Hundred Thirty-Four and No Dollars (\$445,834.00), (iii) IHG the sum of Five Hundred Thirty Five Thousand Eight Hundred Thirty-Three and No Dollars (\$535,833.00), (iv) AP Gulf the sum of Four Hundred Ninety Five Thousand Eight Hundred Thirty-Three and No Dollars (\$495,833.00), (v) Sherman Management the sum of Two Hundred Thousand and No Dollars (\$200,000.00), and (vi) E4 the sum of Nine Hundred Twenty Five Thousand and No Dollars (\$925,000.00)(collectively, the "Participants"), or so much thereof as may have been advanced or deemed advanced by each such party pursuant to the terms of that certain Predevelopment Loan Agreement of even date herewith (the "Agreement") together with interest at the approximate rate of five percent (5.0%) per annum, or the maximum rate allowable by applicable law, if less, on that portion of the Loan advanced or deemed advanced, from time to time, until paid. All accrued but unpaid interest shall be payable upon payment in full of the Loan. All capitalized terms used in this Note but not defined herein shall have the meanings ascribed thereto in the Agreement.

This Note is non-recourse to the Nonprofit. This Note shall be repaid, if at all, only from the proceeds of the issuance of the 501(c)(3) bond financing in an amount sufficient to cover all costs of the portion of the Project. **The Nonprofit shall have no obligation to repay this Note.** If tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan, has not been issued on or before the Expiration Date, each of the Participants shall be deemed to have forgiven the Loan and the Nonprofit shall have no further obligation to repay the Loan.

This Note may be prepaid in whole or in part at any time without penalty.

The Nonprofit waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note, and any and all lack of diligence or delays in collection or enforcement of this Note.

This Note shall be construed under and governed by the laws of the State of Texas.

CFP Sherman, LLC

a Minnesota nonprofit limited liability company

By: _____

Name:

Title:

Date Signed: _____

EXHIBIT D
Estimated Predevelopment Expenses, Cash Commitments and In-Kind Contributions

Estimated Predevelopment Expenses:

October 1, 2020 - July 31, 2021			
Design Fees	CASH	IN-KIND	TOTAL
Architect Pricing Package	\$100,000	\$925,000	1,025,000
General Contractor Fee	\$0	\$250,000	250,000
Soils Engineering	\$0	\$0	-
Environmental	\$0	\$0	-
Geotech, etc.	\$50,000	\$0	50,000
Seismic	\$0	\$0	-
Design Fee Contingency	\$70,000	\$0	70,000
Other Soft Costs	CASH	IN-KIND	TOTAL
Operator Design Review	\$0	\$200,000	200,000
Feasibility Study	\$250,000	\$0	250,000
Economic Impact Study	\$25,000	\$0	25,000
Legal, Accounting and Tax	\$250,000	\$0	250,000
Construction Monitor	\$50,000	\$0	50,000
City Fees/Taps	\$0	\$0	-
Insurance	\$30,000	\$0	30,000
Owner Rep / Project Manager	\$450,000	\$390,000	840,000
Project Coordinator	\$0	\$100,000	100,000
Soft Costs Contingency (10%)	\$200,000	\$0	200,000
Totals¹	\$1,475,000	\$1,865,000	\$3,340,000
<i>These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period</i>			

Cash Commitments:

October 1, 2020-July 31, 2021

Pre-Development Loan - Cash Contributors	Amount
City of Sherman	737,500
Adolfson & Peterson	245,833
Sherman Hospital Management Company, LLC	100,000
Crossroads	245,833
Ivy Hotel Group	145,833
Totals	\$1,475,000

These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period

In-Kind Contributions

October 1, 2020 - July 31, 2021	
Pre-Development Loan - In-Kind Contributors	Amount
Architect	925,000
General Contractor	250,000
Operator	200,000
Owner Rep / Project Manager	390,000
Project Coordinator	100,000
Totals¹	\$1,865,000
<i>These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period</i>	



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 5.

Meeting Date: 11/15/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6807

Joining with the State of Texas and Political Subdivisions of the State as a Party in the Global Opioid Settlement Agreements Regarding Opioid Use and Distribution in *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, In the 152nd District Court of Harris County, Texas, and Other Litigation; Accepting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet; Authorizing the City Manager to Execute Settlement Participation Documents

Issue:

Seeking approval to adopt the settlement and allocation schedule to resolve legal claims against opioid manufacturers and distributors for their role in the opioid crisis.

Background:

In 2020, drug overdose death rose nearly 30% in the United States and 32% in Texas, driven primarily by opioid overdose deaths. Texas, along with a broad coalition of states and subdivisions responded and agreements were reached with four companies to resolve legal claims against them for their role in the opioid crisis. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. The settlement also includes injunctive relief that changes the industry including more oversight, accountability and an independent monitor to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will also be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. The manufacturer named in the settlement will be prohibited from selling or promoting opioids.

The City of Sherman's allocation is estimated to be \$330,585. The final allocation is subject to change depending on how many governments participate and other factors.

Origination:

Finance Department

Financial Consideration:

There is no cost to adopt the Term Sheet and Allocation Schedule.

Staff Recommendation:

The staff recommends adopting the Texas Term Sheet and Allocation Schedule.

Alternatives:

The Council could decline the funding opportunity.

Attachments

Resolution No. 6807

List of Opioid Remediation Uses

Participation Form

Term Sheet and Allocation

RESOLUTION NO. 6807

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, JOINING WITH THE STATE OF TEXAS AND POLITICAL SUBDIVISIONS OF THE STATE AS A PARTY IN THE GLOBAL OPIOID SETTLEMENT AGREEMENTS REGARDING OPIOID USE AND DISTRIBUTION IN *IN RE: TEXAS OPIOID LITIGATION*, MDL NO. 2018-63587, IN THE 152ND DISTRICT COURT OF HARRIS COUNTY, TEXAS, AND OTHER LITIGATION; ACCEPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET; AUTHORIZING THE CITY MANAGER TO EXECUTE SETTLEMENT PARTICIPATION DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the people of the State of Texas and its communities, including the City of Sherman, Texas ("City"), have been harmed through the national and statewide epidemic caused by the sale, use and distribution of opioids within the State of Texas; and

WHEREAS, the City has been provided 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 reckless marketing as well as fraudulent distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions have resulted in the death of many Texans and has resulted in the devastation of families and communities across the State; and

WHEREAS, the City and other local governments have been on the front lines of the opioid crisis, resulting in significant financial costs related to healthcare services, social services, law enforcement and the criminal justice systems; and

WHEREAS, on May 13, 2020, the State of Texas and a negotiation group for Texas political subdivisions entered into an agreement titled 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. The Texas Term Sheet is attached hereto as Exhibit 1 and incorporated for all purposes; and

WHEREAS, the State of Texas has recommended that the City Council of the City of Sherman, Texas ("City Council"), support the adoption and approval of the Texas Term Sheet in its entirety; and

WHEREAS, participating in the Texas Term Sheet increases the State of Texas' opportunity to maximize its share of opioid settlement funds and will provide a method to ensure

that needed resources reach communities once all negotiations are finalized; and

WHEREAS, the City Council finds and determines that it is in the best interest of the health, safety and welfare of the City to participate in the Texas Term Sheet and the settlement.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: City Manager Authorization. The City Council hereby authorizes the City Manager to execute the Subdivision Settlement Participation Forms, attached hereto as Exhibit 2, in accordance with the provisions set forth in the Texas Term Sheet, attached hereto as Exhibit 1, and further authorizes the City Manager to take any additional actions necessary to implement the intent of this Resolution.

SECTION 3: Purpose. The City Council finds that there is a substantial need for reimbursement of opioid-related expenditures to abate opioid-related harms in and about the City. The City Council hereby adopts the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet. The City Council finds that the purpose of the Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions of the State to explore and potentially effectuate resolution of the opioid litigation against pharmaceutical supply chain participants as defined therein. The City Council also finds 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 of the State in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in the City and throughout Texas.

SECTION 4: Open Meeting. The City Council finds that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of the meeting was given as required by law

SECTION 5: Effective Date. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit 1

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

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

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

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

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

A. Definitions

As used in this Texas Term Sheet:

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

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

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

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

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

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

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

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

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

C. Payment of Counsel and Litigation Expenses

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

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

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

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

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

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

D. The Texas Opioid Council and Texas Abatement Fund

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

E. Settlement Negotiations

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

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

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

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

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

F. Amendments

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

Acknowledgment of Agreement

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

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

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

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

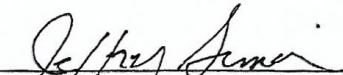


KENNETH PAXTON, JR.
ATTORNEY GENERAL

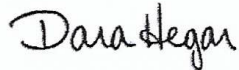
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



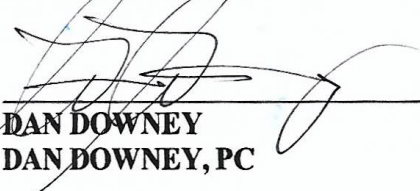
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

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

I. Structure

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

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

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

A. Membership

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

1. Statewide Members.

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

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

2. Regional Members.

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

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

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

B. Terms

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

C. Governance

1. *Administration*

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

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

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

2. *Transparency*

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

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

3. *Authority*

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

D. Operation and Expenses

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

1. *Executive Director*

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

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

2. Travel Reimbursement

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

II. Duties/Roles

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

A. Approved Abatement Strategies

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

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

B. Texas Abatement Fund Point of Contact

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

C. Auditor

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

D. Funding Allocation

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

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

E. Appeal Process

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

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

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

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

F. Education

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

EXHIBIT B

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

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

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

(Table continues on multiple pages below)

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

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

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
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
Broadbuss	\$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	Winnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

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

EXHIBIT C

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

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

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

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B **Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	City of Sherman	State: Texas
Authorized Official:	Robby Hefton	
Address 1:	PO Box 1106	
Address 2:		
City, State, Zip:	Sherman, TX 75091-1106	
Phone:	903-892-7201	
Email:	Robblyh@cityofsherman.com	

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

DISTRIBUTOR SETTLEMENT **AGREEMENT**

Table of Contents

	Page
I. Definitions.....	1
II. Participation by States and Condition to Preliminary Agreement.....	13
III. Injunctive Relief.....	13
IV. Settlement Payments.....	13
V. Allocation and Use of Settlement Payments.....	28
VI. Enforcement.....	34
VII. Participation by Subdivisions	40
VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment	42
IX. Additional Restitution.....	44
X. Plaintiffs’ Attorneys’ Fees and Costs	44
XI. Release	44
XII. Later Litigating Subdivisions.....	49
XIII. Reductions/Offsets.....	53
XIV. Miscellaneous	54
EXHIBIT A Alleged Harms	A-1
EXHIBIT B Enforcement Committee Organizational Bylaws.....	B-1
EXHIBIT C Litigating Subdivisions List	C-1
EXHIBIT D Later Litigating Subdivision Suspension and Offset Determinations.....	D-1
EXHIBIT E List of Opioid Remediation Uses	E-1
EXHIBIT F List of States and Overall Allocation Percentages	F-1
EXHIBIT G Subdivisions Eligible to Receive Direct Allocations from the Subdivision Fund and Default Subdivision Fund Allocation Percentages	G-1
EXHIBIT H Participation Tier Determination ¹	H-1
EXHIBIT I Primary Subdivisions.....	I-1

EXHIBIT J Settling Distributors’ Subsidiaries, Joint Ventures, and Predecessor Entities	J-1
EXHIBIT K Subdivision Settlement Participation Form	K-1
EXHIBIT L Settlement Fund Administrator	L-1
EXHIBIT M Settlement Payment Schedule	M-1
EXHIBIT N Additional Restitution Amount Allocation	N-1
EXHIBIT O Adoption of a State-Subdivision Agreement	O-1
EXHIBIT P Injunctive Relief	P-1
EXHIBIT Q Illustrative Examples of Prepayments.....	Q-1
EXHIBIT R Agreement on Attorneys’ Fees, Expenses and Costs	R-1
EXHIBIT S Agreement on the State Outside Counsel Fee Fund	S-1
EXHIBIT T Agreement on the State Cost Fund Administration.....	T-1
EXHIBIT U ABC IRS Form 1098-F	U-1
EXHIBIT V Cardinal IRS Form 1098-F	V-1
EXHIBIT W McKesson IRS Form 1098-F	W-1
EXHIBIT X Severity Factors.....	X-1

DISTRIBUTOR SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of July 21, 2021 (the “*Agreement*”), sets forth the terms of settlement between and among the Settling States, the Settling Distributors, and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section II and Section VIII, this Agreement will be binding on all Settling States, Settling Distributors, and Participating Subdivisions. This Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

I. Definitions

For all sections of this Agreement except Exhibit E and Exhibit P, the following definitions apply:

A. “*Abatement Accounts Fund*.” The component of the Settlement Fund described in Section V.E.

B. “*Additional Restitution Amount*.” The amount available to Settling States listed on Exhibit N totaling \$282,692,307.70.

C. “*Agreement*.” This agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.

D. “*Alleged Harms*.” The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Settling Distributors.

E. “*Allocation Statute*.” A state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation set forth in Section V.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

F. “*Annual Payment*.” The total amount payable to the Settlement Fund Administrator by the Settling Distributors on the Payment Date each year, as calculated by the Settlement Fund Administrator pursuant to Section IV.B.1.e. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section X.

G. “*Appropriate Official*.” As defined in Section XIV.F.3.

H. “*Bankruptcy Code*.” Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

I. “*Bar.*” Either: (1) a law barring Subdivisions in a State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full) or (2) a ruling by the highest court of the State (or, in a State with a single intermediate court of appeals, the intermediate court of appeals when not subject to further review by the highest court of the State) setting forth the general principle that Subdivisions in the State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Payments by Settling Distributors under this Agreement) shall not constitute a Bar.

J. “*Case-Specific Resolution.*” Either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Payments by Settling Distributors under this Agreement) shall not constitute a Case-Specific Resolution.

K. “*Claim.*” Any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

L. “*Claim-Over.*” A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

M. “*Compensatory Restitution Amount.*” The aggregate amount paid or incurred by the Settling Distributors hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys’ fees, investigation costs or litigation costs.

N. “*Consent Judgment.*” A state-specific consent judgment in a form to be agreed by the Settling States and the Settling Distributors prior to the Initial Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section XI.A, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

O. “*Covered Conduct.*” Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Reference Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Released Entity; or (4) diversion control programs or suspicious order monitoring; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include non-compliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals.

P. “*Designated State.*” New York.

Q. “*Effective Date.*” The date sixty (60) calendar days after the Reference Date.

R. “*Enforcement Committee.*” A committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to Section XIV.Q shall be provided when there are changes in membership or contact information.

S. “*Final Order.*” An order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek certiorari, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for certiorari, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay, or rehearing was sought, or (b) the time to appeal further or seek certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing is pending.

T. “*Global Settlement Abatement Amount.*” The abatement amount of \$19,045,384,616.

U. “*Global Settlement Amount.*” The Global Settlement Amount is \$21 billion, which shall be divided into the Global Settlement Abatement Amount, the Additional Restitution Amount, and the Global Settlement Attorney Fee Amount.

V. “*Global Settlement Attorney Fee Amount.*” The attorney fee amount of \$1,671,923,077.

W. “*Incentive Payment A.*” The incentive payment described in Section IV.F.1.

X. “*Incentive Payment B.*” The incentive payment described in Section IV.F.2.

Y. “*Incentive Payment C.*” The incentive payment described in Section IV.F.3.

Z. “*Incentive Payment D.*” The incentive payment described in Section IV.F.4.

AA. “*Incentive Payment Final Eligibility Date.*” With respect to a Settling State, the date that is the earlier of (1) the fifth Payment Date, (2) the date of completion of opening statements in a trial of any action brought by a Subdivision in that State that includes a Released Claim against a Released Entity when such date is more than two (2) years after the Effective Date, or (3) two (2) years after the Effective Date in the event a trial of an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity began after the Initial Participation Date but before two (2) years after the Effective Date.

BB. “*Initial Participating Subdivision.*” A Subdivision that meets the requirements set forth in Section VII.D.

CC. “*Initial Participation Date.*” The date one hundred twenty (120) calendar days after the Preliminary Agreement Date, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

DD. “*Injunctive Relief Terms.*” The terms described in Section III and set forth in Exhibit P.

EE. “*Later Litigating Subdivision.*” A Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Trigger Date; or (2) adds a Released Claim against a Released Entity after the Trigger Date to a lawsuit brought before the Trigger Date that, prior to the Trigger Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Trigger Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific

Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Trigger Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

FF. “*Later Participating Subdivision.*” A Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in Section VII.E.

GG. “*Litigating Subdivision.*” A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date; *provided, however*, that a Subdivision (or Subdivision official) that is a Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of all Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

HH. “*National Arbitration Panel.*” The panel comprised as described in Section VI.F.2.b.

II. “*National Disputes.*” As defined in Section VI.F.2.a.

JJ. “*Net Abatement Amount.*” The Global Settlement Abatement Amount as reduced by the Tribal/W. Va. Subdivision Credit.

KK. “*Net Settlement Prepayment Amount.*” As defined in Section IV.J.1.

LL. “*Non-Litigating Subdivision.*” Any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

MM. “*Non-Participating Subdivision.*” Any Subdivision that is not a Participating Subdivision.

NN. “*Non-Party Covered Conduct Claim.*” A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

OO. “*Non-Party Settlement.*” A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

PP. “*Non-Released Entity.*” An entity that is not a Released Entity.

QQ. “*Non-Settling State.*” Any State that is not a Settling State.

RR. “*Offset Cap.*” The per-State dollar amount which the dollar-for-dollar offset described in Section XII.A cannot exceed in a Payment Year, to be calculated by multiplying the

amount of the relevant Annual Payment apportioned to the State and to its Subdivisions for that Payment Year by the percentage for the applicable Participation Tier as set forth in Exhibit D.

SS. “*Opioid Remediation.*” Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures¹ except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.

TT. “*Opioid Tax.*” Any tax, assessment, license fee, surcharge or any other fee (other than a fixed prospective excise tax or similar tax or fee that has no restriction on pass-through) imposed by a State on a Settling Distributor on the sale, transfer or distribution of opioid products; *provided, however*, that neither the Excise Tax on sale of Opioids, Article 20-D of New York’s Tax Law nor the Opioid Stewardship Act, Article 33, Title 2-A of New York’s Public Health Law shall be considered an Opioid Tax for purposes of this Agreement.

UU. “*Overall Allocation Percentage.*” A Settling State’s percentage as set forth in Exhibit F. The aggregate Overall Allocation Percentages of all States (including Settling States and Non-Settling States) shall equal one hundred percent (100%).

VV. “*Participating Subdivision.*” Any Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.B and Section VII.C. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

WW. “*Participation Tier.*” The level of participation in this Agreement as determined pursuant to Section VIII.C using the criteria set forth in Exhibit H.

XX. “*Parties.*” The Settling Distributors and the Settling States (each, a “Party”).

YY. “*Payment Date.*” The date on which the Settling Distributors make the Annual Payment pursuant to Section IV.B.

ZZ. “*Payment Year.*” The calendar year during which the applicable Annual Payment is due pursuant to Section IV.B. Payment Year 1 is 2021, Payment Year 2 is 2022 and so forth. References to payment “*for a Payment Year*” mean the Annual Payment due during that year. References to eligibility “*for a Payment Year*” mean eligibility in connection with the Annual Payment due during that year.

AAA. “*Preliminary Agreement Date.*” The date on which the Settling Distributors are to inform the Settling States of their determination whether the condition in Section II.B has been satisfied. The Preliminary Agreement Date shall be no more than fourteen (14) calendar days after the end of the notice period to States, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

¹ Reimbursement includes amounts paid to any governmental entities for past expenditures or programs.

BBB. “*Prepayment Notice.*” As defined in Section IV.J.1.

CCC. “*Primary Subdivision.*” A Subdivision that is a General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with population over 10,000; *provided, however*, that as used in connection with Incentive Payment C, the population threshold is 30,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each State.

DDD. “*Prior Litigating Subdivision*” A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however*, that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, the Settling Distributors and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

EEE. “*Product.*” Any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Effective Date.

FFF. “*Reference Date.*” The date on which the Settling Distributors are to inform the Settling States of their determination whether the condition in Section VIII has been satisfied. The Reference Date shall be no later than thirty (30) calendar days after the Initial Participation Date, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

GGG. “*Released Claims.*” Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against a Settling Distributor by any Settling State or Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims

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

HHH. “*Released Entities.*” With respect to Released Claims, the Settling Distributors and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Distributor; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Distributors or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of each Settling Distributor or its subsidiaries, including in any Settling Distributor or subsidiary’s capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of the Settling Distributors (solely in their capacity as parents or shareholders of the applicable Settling Distributor with respect to Covered Conduct); and (6) any insurer of any Settling Distributor or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section XI.B). Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, CVS Health Corp., Walgreens Boots Alliance, Inc., and Walmart Inc. (collectively, the “*Pharmacies*”) are not Released Entities, nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of a Settling Distributor is a Released Entity, including any joint venture between a Settling Distributor or any Settling Distributor’s subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); *provided, however*, that any joint venture partner of a Settling Distributor or a Settling Distributor’s subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. Lists of Settling Distributors’ subsidiaries, joint ventures, and predecessor entities are appended to this Agreement as Exhibit J. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit J are Released Entities. With respect to wholly-owned subsidiaries (including predecessor entities), Exhibit J represents a good faith effort by the Settling Distributors to list all such entities, but any and all wholly-owned subsidiaries (including predecessor entities) of any Settling Distributor are Released Entities, whether or not they are listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Settling Distributor after the Reference Date is not a Released Entity.

III. “*Releasors.*” With respect to Released Claims, (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State’s Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State’s and Participating Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State’s Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in Section XI.F. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision’s authority.

JJJ. “*Revocation Event.*” With respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

KKK. “*Settlement Class Resolution.*” A class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that State that (1) conforms with that Settling State’s statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Settling Distributors other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that State opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

LLL. “*Settlement Fund.*” The interest-bearing fund established pursuant to this Agreement into which the Annual Payments are made under Section IV.

MMM. “*Settlement Fund Administrator.*” The entity that annually determines the Annual Payment (including calculating Incentive Payments pursuant to Section IV and any amounts subject to suspension, offset, or reduction pursuant to Section XII and Section XIII), annually determines the Participation Tier pursuant to Section VIII.C, administers the Settlement Fund, and distributes amounts into the Abatement Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Settling Distributors and the Enforcement Committee shall agree to selection and removal processes for and the identity of the Settlement Fund Administrator, and a detailed description of the Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, all of which shall be appended to the Agreement as Exhibit L.

NNN. “*Settlement Fund Escrow.*” The interest-bearing escrow fund established pursuant to this Agreement to hold disputed or suspended payments made under this Agreement, and to hold the first Annual Payment until the Effective Date.

OOO. “*Settlement Payment Schedule.*” The schedule attached to this Agreement as Exhibit M.

PPP. “*Settlement Prepayment.*” As defined in Section IV.J.1.

QQQ. “*Settlement Prepayment Reduction Schedule.*” As defined in Section IV.J.1.

RRR. “*Settling Distributors.*” McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (each, a “*Settling Distributor*”).

SSS. “*Settling State.*” A State that has entered into this Agreement with all Settling Distributors and delivers executed releases in accordance with Section VIII.A.

TTT. “*State.*” With the exception of West Virginia, which has addressed its claims separately and is excluded from participation in this Agreement, the states, commonwealths, and territories of the United States of America, as well as the District of Columbia. The 55 States are listed in Exhibit F. Additionally, the use of non-capitalized “state” to describe something (*e.g.*, “state court”) shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (*e.g.*, “territorial court”).

UUU. “*State Fund.*” The component of the Settlement Fund described in Section V.C.

VVV. “*State-Subdivision Agreement.*” An agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit Q or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify

if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

WWW. “*Statutory Trust.*” A trust fund established by state law to receive funds allocated to a Settling State’s Abatement Accounts Fund and restrict any expenditures made using funds from such Settling State’s Abatement Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such State’s Settlement Fund, but this is not required.

XXX. “*Subdivision.*” Any (1) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.² The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.³ “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.⁴ References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State; *provided, however*, that a “Health District” that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

YYY. “*Subdivision Allocation Percentage.*” The portion of a Settling State’s Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V.C or Section V.D if it becomes a Participating Subdivision. The aggregate Subdivision Allocation

² <https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html>

³ *E.g.*, U.S. Census Bureau, “Technical Documentation: 2017 Public Use Files for State and Local Government Organization” at 7 (noting that “the Census Bureau recognizes five basic types of local governments,” that three of those are “general purpose governments” (county governments, municipal governments, and township governments), and that the other two are “school district and special district governments”), https://www2.census.gov/programs-surveys/gus/datasets/2017/2017_gov_org_meth_tech_doc.pdf.

⁴ A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and categorizes them by “FUNCTION_NAME.” “Govt_Units_2017_Final” spreadsheet, “Special District” sheet, included in “Independent Governments - list of governments with reference information,” <https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html>. As used herein, “Fire District” corresponds to Special District function name “24 – Local Fire Protection,” “Health District” corresponds to Special District function name “32 – Health,” “Hospital District” corresponds to Special District function name “40 – Hospitals,” and “Library District” corresponds to Special District function name “52 – Libraries.” *See id.*

Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, or upon any, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

ZZZ. “*Subdivision Fund.*” The component of the Settlement Fund described in Section V.C.

AAAA. “*Subdivision Settlement Participation Form.*” The form attached as Exhibit K that Participating Subdivisions must execute and return to the Settlement Fund Administrator.

BBBB. “*Suspension Amount.*” The amount calculated as follows: the per capita amount corresponding to the applicable Participation Tier as set forth in Exhibit D multiplied by the population of the Later Litigating Subdivision.

CCCC. “*Suspension Cap.*” The amount calculated as follows: the suspension percentage corresponding to the applicable Participation Tier as set forth in Exhibit D multiplied by the amount of the relevant Annual Payment apportioned to the State of the Later Litigating Subdivision and to Subdivisions in that State in each year of the suspension.

DDDD. “*Suspension Deadline.*” With respect to a lawsuit filed by a Later Litigating Subdivision asserting a Released Claim, the deadline set forth in Exhibit D corresponding to the applicable Participation Tier.

EEEE. “*Threshold Motion.*” A motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

FFFF. “*Tribal/W. Va. Subdivision Credit.*” The Tribal/W. Va. Subdivision Credit shall equal 2.58% of the Global Settlement Abatement Amount.

GGGG. “*Trigger Date.*” In the case of a Primary Subdivision, the Reference Date. In the case of all other Subdivisions, the Preliminary Agreement Date.

II. Participation by States and Condition to Preliminary Agreement

A. *Notice to States.* On July 22, 2021 this Agreement shall be distributed to all States. The States' Attorneys General shall then have a period of thirty (30) calendar days to decide whether to become Settling States. States that determine to become Settling States shall so notify the National Association of Attorneys General and Settling Distributors and shall further commit to obtaining any necessary additional State releases prior to the Reference Date. This notice period may be extended by written agreement of the Settling Distributors and the Enforcement Committee.

B. *Condition to Preliminary Agreement.* Following the notice period set forth in Section II.A above, the Settling Distributors shall determine on or before the Preliminary Agreement Date whether, in their sole discretion, enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. If the Settling Distributors determine that this condition has been satisfied, and that notice to the Litigating Subdivisions should proceed, they will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator on the Preliminary Agreement Date. If the Settling Distributors determine that this condition has not been satisfied, they will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Later Joinder by States.* After the Preliminary Agreement Date, a State may only become a Settling State with the consent of the Settling Distributors, in their sole discretion. If a State becomes a Settling State more than sixty (60) calendar days after the Preliminary Agreement Date, but on or before January 1, 2022, the Subdivisions in that State that become Participating Subdivisions within ninety (90) calendar days of the State becoming a Settling State shall be considered Initial Participating Subdivisions. A State may not become a Settling State after January 1, 2022.

D. *Litigation Activity.* Following the Preliminary Agreement Date, States that determine to become Settling States shall make best efforts to cease litigation activity against Settling Distributors, including by jointly seeking stays or severance of claim against the Settling Distributors, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied.

III. Injunctive Relief

A. *Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the entry of the injunctive relief terms attached in Exhibit P.

IV. Settlement Payments

A. *Settlement Fund.* All payments under this Section IV shall be made into the Settlement Fund, except that, where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section V.

B. *Annual Payments.* The Settling Distributors shall make eighteen (18) Annual Payments, each comprised of base and incentive payments as provided in this Section IV, as well as fifty percent (50%) of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund as provided in Section V.C.5, and as determined by the Settlement Fund Administrator as set forth in this Agreement.

1. All data relevant to the determination of the Annual Payment and allocations to Settling States and their Participating Subdivisions listed on Exhibit G shall be submitted to the Settlement Fund Administrator no later than sixty (60) calendar days prior to the Payment Date for each Annual Payment. The Settlement Fund Administrator shall then determine the Annual Payment, the amount to be paid to each Settling State and its Participating Subdivisions included on Exhibit G, and the amount of any Settlement Fund Administrator costs and fees, all consistent with the provisions in Exhibit L, by:

- a. determining, for each Settling State, the amount of base and incentive payments to which the State is entitled by applying the criteria under Section IV.D, Section IV.E, and Section IV.F;
- b. applying any suspensions, offsets, or reductions as specified under Section IV, Section XII, and Section XIII;
- c. applying any adjustment required as a result of prepayment or significant financial constraint, as specified under Section IV.J and Section IV.K;
- d. determining the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund, as well as the amounts, if any, of such costs and fees owed by Settling Distributors and out of the Settlement Fund pursuant to Section V.C.5;
- e. determining the total amount owed by Settling Distributors (including any amounts to be held in the Settlement Fund Escrow pending resolution of a case by a Later Litigating Subdivision as described in Section XII) to all Settling States and the Participating Subdivisions listed on Exhibit G; and
- f. the Settlement Fund Administrator shall then allocate, after subtracting the portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, the Annual Payment pursuant to Section V.C and Section V.D among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions listed on Exhibit G.

2. The Settlement Fund Administrator shall also apply the allocation percentages set forth in Section IV.I and determine for each Settling Distributor the amount of its allocable share of the Annual Payment. For the avoidance of doubt, each Settling Distributor's liability for its share of the Annual Payment is several, and not joint.

3. As soon as possible, but no later than fifty (50) calendar days prior to the Payment Date for each Annual Payment and following the determination described in Section IV.B.1 and Section IV.B.2, the Settlement Fund Administrator shall give notice to the Settling Distributors, the Settling States, and the Enforcement Committee of the amount of the Annual Payment (including the amount of the Settlement Fund to be allocated to the Settlement Fund Administrator in costs and fees pursuant to Section V.C.5), the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State's Participating Subdivisions listed on Exhibit G. The Settlement Fund Administrator shall also give notice to each Settling Distributor of the amount of its allocable share of the Annual Payment, including its allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5.

4. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, any party may dispute, in writing, the calculation of the Annual Payment (including the amount allocated for Settlement Fund Administrator costs and fees), or the amount to be received by a Settling State and/or its Participating Subdivisions listed on Exhibit G. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

5. Within twenty-one (21) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the basis for disagreement with the notice of dispute.

6. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and each Settling Distributor shall pay its allocable share of the adjusted amount, collectively totaling that year's Annual Payment, on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify the Settling Distributors of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settling Administrator or the amount that would be consistent with the notice of dispute, *provided, however*, that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of Base and Incentive Payments A and D for that Payment Year as set forth on Exhibit M. For the avoidance of doubt, a transfer of suspended payments from the Settlement Fund Escrow pursuant to Section XII.A.2 does not count toward determining whether the amount to be paid is higher than the maximum amount of Base and Incentive Payments A and D for that Payment Year as set forth on Exhibit M.

7. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by the Settling Distributors into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating

Subdivisions listed on Exhibit G within fifteen (15) calendar days of the Payment Date or at such later time as directed by each Settling State.

8. Disputes described in this subsection shall be resolved in accordance with the terms of Section VI.F.

9. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

C. *Procedure for Annual Payment in Payment Years 1 and 2.* The process described in Section IV.B shall not apply to Payment Years 1 and 2. The procedure in lieu of Section IV.B.1 for Payment Years 1 and 2 is as set forth below:

1. The Payment Date for Payment Year 1 is September 30, 2021. *Provided* that the condition set forth in Section II.B has been satisfied, on or before such date, the Settling Distributors shall pay into the Settlement Fund Escrow the total amount of the base payment, Incentive Payment A for the Settling States (the amount specified in Exhibit M for Payment Year 1 reduced by the allocable share of any Non-Settling States), and the Settling Distributors' allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5. In the event that, in accordance with the terms of Section VIII.A, the Settling Distributors determine not to proceed with the Settlement, or the Settlement does not become effective for any other reason, the funds held in the Settlement Fund Escrow shall immediately revert to the Settling Distributors. If the condition set forth in Section VIII.A is met, the Settlement Fund Administrator shall allocate the Annual Payment, after subtracting the portion of Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, pursuant to Section V.C and Section V.D among the Settling States and their Participating Subdivisions listed on Exhibit G. The portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5 shall be available to the Settlement Fund Administrator for the payment of such costs and fees immediately. The remainder of the Annual Payment for Payment Year 1 shall be transferred by the Settlement Fund Administrator on the Effective Date from the Settlement Fund Escrow to the Settlement Fund and then to each Settling State and to its Initial Participating Subdivisions included on Exhibit G; *provided, however*, that for any Settling State where the Consent Judgment has not been entered as of the Effective Date, the funds allocable to that Settling State and its Participating Subdivisions included on Exhibit G shall not be transferred from the Settlement Fund Escrow or disbursed until ten (10) calendar days after the entry of the Consent Judgment in that State; and, *provided, further*, the Settlement Fund Administrator shall leave in the Settlement Fund Escrow funds allocated to Subdivisions included on Exhibit G that are not Initial Participating Subdivisions. Should such a Subdivision become a Participating Subdivision between the Initial Participation Date and the Effective Date, the allocation for such Participating Subdivision shall be transferred to the Settlement Fund and paid to the Participating Subdivision at the same time as Initial Participating Subdivisions in that State are paid.

2. The Payment Date for Payment Year 2 is July 15, 2022. On or before such date, the Settling Distributors shall pay into the Settlement Fund the total amount of the base payment, Incentive Payment A for the Settling States (the amount specified in Exhibit M for Payment Year 2 reduced by the allocable share of any Non-Settling States), and the Settling Distributors' allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5. The portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5 shall be available to the Settlement Fund Administrator for the payment of such costs and fees immediately. The Settlement Fund Administrator shall disburse the remaining amounts to each Settling State and to its Participating Subdivisions included on Exhibit G within fifteen (15) calendar days of the Payment Date or at such later time as directed by each Settling State. If a Settling State enacts a legislative Bar after the Initial Participation Date, but before July 15, 2022, a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII prior to July 15, 2022 (but was not an Initial Participating Subdivision) shall be eligible to receive its allocated share (if any) for Payment Year 2, and it shall also receive any amounts allocated to it for Payment Year 1 from the Settlement Fund Escrow.

3. Any amounts remaining in the Settlement Fund Escrow for allocations to Subdivisions listed on Exhibit G that have not become Participating Subdivisions after all payments for Payment Year 2 are disbursed shall be transferred to the Settlement Fund and disbursed to the appropriate sub-funds in each Settling State pursuant to Section V.D.5.

4. Any disputes as to the allocation of the Annual Payments in Payment Years 1 and 2 shall be resolved pursuant to the process set forth in Section IV.B.3 through Section IV.B.8, except that in Payment Year 1, the Settlement Fund Administrator shall have until ten (10) calendar days after the Initial Participation Date to give notice of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Initial Participating Subdivision in the Settling States that is listed on Exhibit G.

D. *Payment Date for Subsequent Payment Years.* The Payment Date for Payment Year 3 and successive Payment Years is July 15 of the third and successive years and the Annual Payment shall be made pursuant to the process set forth in Section IV.B, except that, with respect to Payment Year 3, Settling States shall have up to the Payment Date to become eligible for Incentive Payment A and thus avoid the reductions set forth in Section XIII. If a Settling State enacts a Bar less than sixty (60) calendar days before the Payment Date for Payment Year 3, each Settling Distributor shall pay, within thirty (30) calendar days of the Payment Year 3 Payment Date, its allocable share, pursuant to Section IV.I, of the difference between the Annual Payment as calculated by the Settlement Fund Administrator and the amount that would have been owed had the Settlement Fund Administrator taken the Bar into account.

E. *Base Payments.* Subject to the suspension, reduction, and offset provisions set forth in Section XII and Section XIII, the Settling Distributors shall collectively make base

payments equal to fifty-five percent (55%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. These payments will be due in installments consistent with Exhibit M over the eighteen (18) Payment Years and as adjusted by the Settlement Fund Administrator pursuant to the provisions in Section IV, Section XII, and Section XIII.

F. *Incentive Payments.* Subject to the suspension, offset, and reduction provisions set forth in Section XII and Section XIII, the Settling Distributors shall collectively make potential additional incentive payments totaling up to a maximum of forty-five percent (45%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States, with the actual amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The incentive payments shall be divided among four (4) categories, referred to as Incentive Payments A-D. Incentive Payments A-C will be due in installments over the eighteen (18) Payment Years, and Incentive Payment D will be due in installments over thirteen (13) years beginning with Payment Year 6. The total amount of incentive payments in an Annual Payment shall be the sum of the incentive payments for which individual Settling States are eligible for that Payment Year under the criteria set forth below. The incentive payments shall be made with respect to a specific Settling State based on its eligibility for that year under the criteria set forth below.

1. Incentive Payment A. Incentive Payment A shall be equal to forty percent (40%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States, provided all Settling States satisfy the requirements of Incentive Payment A. Incentive Payment A will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment A and shall equal a total potential maximum of \$7,421,605,477 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's share of Incentive Payment A in a given year, *provided* that Settling State is eligible, shall equal the total maximum amount available for Incentive Payment A for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment A is as follows:

a. For the Payment Years 1 and 2, all Settling States are deemed eligible for Incentive Payment A.

b. For each Payment Year other than Payment Years 1 and 2, a Settling State is eligible for Incentive Payment A if, as of sixty (60) calendar days prior to the Payment Date (except that in Payment Year 3, this date is as of the Payment Date), (i) there is a Bar in that State in full force and effect, (ii) there is a Settlement Class Resolution in that State in full force and effect, (iii) the Released Claims of all of the following entities are released through the execution of Subdivision Settlement Participation Forms, or there is a Case-Specific Resolution against such entities: all Primary Subdivisions, Litigating Subdivisions, School Districts with a K-12 student enrollment of at least 25,000 or .10% of a State's population, whichever is greater, and Health Districts and Hospital Districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; or (iv) a combination of

the actions in clauses (i)-(iii) has achieved the same level of resolution of Claims by Subdivisions (e.g., a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. The Settling Distributors and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

c. Notwithstanding Section IV.F.1.b, for each Payment Year other than Payment Years 1 and 2, a Settling State that is not eligible for Incentive Payment A as of the Incentive Payment Final Eligibility Date shall not be eligible for Incentive Payment A for that Payment Year or any subsequent Payment Years.

d. If the Settling Distributors made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently removed, revoked, rescinded, reversed, overruled, interpreted in a manner to limit the scope of the release, or otherwise deprived of force or effect in any material respect, that Settling State shall not be eligible for Incentive Payment A thereafter, unless the State requalifies for Incentive Payment A through any method pursuant to Section IV.F.1.b, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by Settling Distributor in the interim, except that, if the re-imposition occurs after the completion of opening statements in a trial involving a Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by the Settling Distributors).

e. In determining the amount of Incentive Payment A that Settling Distributors will pay in a Payment Year and each Settling State's share, if any, of Incentive Payment A for that Payment Year, the Settlement Fund Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment A; (ii) multiply the Overall Allocation Percentage for each such eligible Settling State by the maximum amount that Settling Distributors could owe with respect to Incentive Payment A for that Payment Year as listed on Exhibit M. The amount calculated in (ii) shall be the amount allocated to a Settling State eligible for Incentive Payment A for that Payment Year and the aggregate of each such amount for Settling States eligible for Incentive Payment A shall be the amount of Incentive Payment A Settling Distributors are obligated to pay in that Payment Year, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII.

2. Incentive Payment B. Incentive Payment B shall be available to Settling States that are not eligible for Incentive Payment A for the applicable Payment Year. Incentive Payment B shall be equal to up to twenty-five percent (25%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the

Settling States. Incentive Payment B will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment B and equal a total potential maximum of \$4,638,503,423 if all States are eligible for all eighteen (18) Payment Years. Each Settling State’s maximum share of Incentive Payment B in a given year shall equal the total maximum amount available for Incentive Payment B for that year as reflected in Exhibit M times the Settling State’s Overall Allocation Percentage. Eligibility for Incentive Payment B is as follows:

- a. A Settling State is not eligible for Incentive Payment B for a Payment Year for which it is eligible for Incentive Payment A.
- b. Subject to Section IV.F.2.a, the amount of Incentive Payment B for which a Settling State is eligible in a Payment Year shall be a percentage of that State’s maximum share of Incentive Payment B based on the extent to which (A) Litigating Subdivisions in the State are Participating Subdivisions or (B) there is a Case-Specific Resolution against Litigating Subdivisions in the State, collectively, “*Incentive B Eligible Subdivisions*.” The percentage of the State’s maximum share of Incentive Payment B that the State is eligible for in a Payment Year shall be determined according to the table below:

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

⁵ The “Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population” shall be determined by the aggregate population of the Settling State’s Litigating Subdivisions that are Incentive B Eligible Subdivisions divided by the aggregate population of the Settling State’s Litigating Subdivisions. In calculating the Settling State’s population that resides in Litigating Subdivisions, (a) the population of the Settling State’s Litigating Subdivisions shall be the sum of the population of all Litigating Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Litigating Subdivision, and (b) the population that resides in Incentive B Eligible Subdivisions shall be the sum of the population of the Incentive B Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive B Eligible Subdivision. An individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided, however*, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded. For the avoidance of doubt, a Settling State in which the population that resides in Incentive B Eligible Subdivisions is less than eighty-five percent (85%) of the population of Litigating Subdivisions shall not be eligible for any portion of Incentive Payment B.

c. In determining the amount that Settling Distributors will pay in a Payment Year under Incentive Payment B and each Settling State's share of Incentive Payment B for that Payment Year, the Settlement Fund Administrator shall: (i) identify all States that are eligible for Incentive Payment B because they are ineligible for Incentive Payment A; (ii) determine the Incentive Payment B eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment B eligibility percentage for each such State by the Overall Allocation Percentage of that State; (iv) multiply the product from (iii) by the maximum amount that Settling Distributors could owe under Incentive Payment B for that Payment Year from Exhibit M. The amount calculated in (iv) shall be the amount allocated to a Settling State eligible for Incentive Payment B for that Payment Year, and the aggregate of such amounts for Settling States eligible for Incentive Payment B shall be the amount paid for that Payment Year by Settling Distributors with respect to Incentive Payment B, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII. If there are no Litigating Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment B, that Settling State will receive its full allocable share of Incentive Payment B.

d. A Settling State's eligibility for Incentive Payment B for a Payment Year shall be determined as of sixty (60) calendar days prior to the Payment Date for that Payment Year; *provided* that the percentage of Incentive Payment B for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

3. Incentive Payment C. Incentive Payment C shall be available to Settling States that are not eligible for Incentive Payment A for a Payment Year, including to Settling States that are also eligible for Incentive Payment B. Incentive Payment C shall be equal to up to fifteen percent (15%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. Incentive Payment C will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment C and equal a total potential maximum of \$2,783,102,054 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's maximum share of Incentive Payment C in a given year shall equal the total maximum amount available for Incentive Payment C for that year as reflected in Exhibit M multiplied by the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment C is as follows:

a. A Settling State is not eligible for Incentive Payment C for a Payment Year in which it is eligible for Incentive Payment A.

b. Subject to Section IV.F.3.a, the amount of Incentive Payment C for which a Settling State is eligible in a Payment Year shall be a percentage of the State's maximum share of Incentive Payment C based on the extent to which (A) Non-Litigating Subdivisions that are Primary Subdivisions with a population

over 30,000 and Litigating Subdivisions in the State are Participating Subdivisions or (B) there is a Case-Specific Resolution against Non-Litigating Subdivisions that are Primary Subdivisions with a population over 30,000 and Litigating Subdivisions in the State, collectively, “*Incentive C Eligible Subdivisions*.” The percentage of the State’s maximum share of Incentive Payment C that the State is eligible for in a Payment Year shall be determined according to the table below:

Percentage of Relevant Subdivision Population that is Incentive C Eligible Population⁶	Incentive Payment C Eligibility Percentage
Up to 60%	0%
60%+	25%
70%+	35%
75%+	40%
80%+	45%
85%+	55%
90%+	60%
93%+	65%
94%+	75%
95+	90%
98+	95%
100%	100%

c. In determining the amount that Settling Distributors will pay in a Payment Year under Incentive Payment C and each Settling State’s share of Incentive Payment C for that Payment Year, the Settlement Fund Administrator shall: (i) identify all States that are eligible for Incentive Payment C because they are ineligible for Incentive Payment A; (ii) determine the Incentive Payment C eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment C eligibility percentage for each such State by the Overall Allocation Percentage of that State; (iv) multiply the product from (iii) by the maximum

⁶ The “Percentage of Relevant Subdivision Population that is Incentive C Eligible Population” shall be determined by the aggregate population of the Settling State’s Incentive C Eligible Subdivisions divided by the aggregate population of the Settling State’s Non-Litigating Primary Subdivisions with a population over 30,000 and Litigating Subdivisions (“*Incentive Payment C Subdivisions*”). None of the population figures shall include Prior Litigating Subdivisions. In calculating the Settling State’s population that resides in Incentive Payment C Subdivisions, (a) the population shall be the sum of the population of all Incentive Payment C Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive Payment C Subdivision, and (b) the population that resides in Incentive C Eligible Subdivisions shall be the sum of the population of the Incentive C Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive C Eligible Subdivision. An individual Incentive Payment C Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit. For the avoidance of doubt, a Settling State in which the population that resides in Incentive C Eligible Subdivisions is less than sixty percent (60%) of the population of Incentive Payment C Subdivisions shall not be eligible for any portion of Incentive Payment C.

amount that Settling Distributors could owe under Incentive Payment C for that Payment Year from Exhibit M. The amount calculated in (iv) shall be the amount allocated to a Settling State eligible for Incentive Payment C for that Payment Year and the aggregate of such amounts for Settling States eligible for Incentive Payment C shall be the amount paid for that Payment Year by Settling Distributors with respect to Incentive Payment C, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII. If there are no Litigating Subdivisions or Non-Litigating Subdivisions that are Primary Subdivisions with a population of more than 30,000 in a Settling State, and that Settling State is otherwise eligible for Incentive Payment C, that Settling State will receive its full allocable share of Incentive Payment C.

d. A Settling State's eligibility for Incentive Payment C for a Payment Year shall be determined as of sixty (60) calendar days prior to the Payment Date for that Payment Year; *provided* that the percentage of Incentive Payment C for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

4. Incentive Payment D. Incentive Payment D shall be applied at Payment Year 6. Incentive Payment D shall be equal to five percent (5%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. Incentive Payment D will be due to a Settling State as part of the Annual Payment for each of thirteen (13) Payment Years (from Payment Year 6 to Payment Year 18) that any Settling State is eligible for Incentive Payment D and equal a total potential maximum of \$927,700,685 if all States are eligible for all thirteen (13) Payment Years. Each Settling State's share of Incentive Payment D in a given year shall equal the total maximum amount available for Incentive Payment D for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment D is as follows:

a. A Settling State is eligible for Incentive Payment D if there has been no Later Litigating Subdivision in that State that has had a Claim against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion.

b. A Settling State's eligibility for Incentive Payment D shall be determined as of sixty (60) calendar days prior to the Payment Date. If a Later Litigating Subdivision's lawsuit in that State survives more than six (6) months after denial in whole or in part of a Threshold Motion after that date, that State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year.

c. Notwithstanding Section IV.F.4, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for Incentive Payment D

less any litigation fees and costs incurred by Settling Distributor in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

d. For the avoidance of doubt, a Settling State may be eligible for Incentive Payment D whether or not it is eligible for Incentive Payments A-C.

e. In determining the amount of Incentive Payment D that Settling Distributors will pay in a Payment Year and each Settling State's share, if any, of Incentive Payment D for that Payment Year, the Settlement Fund Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment D; (ii) multiply the Overall Allocation Percentage for each such eligible Settling State by the maximum amount that Settling Distributors could owe with respect to Incentive Payment D for that Payment Year listed on Exhibit M; and (iii) subtract any litigation fees and costs allowed to be deducted pursuant to Section IV.F.4.c. The amount calculated in (iii) shall be the amount allocated to a Settling State eligible for Incentive Payment D for that Payment Year and the aggregate of each such amount for Settling States eligible for Incentive Payment D shall be the amount of Incentive Payment D Settling Distributors are obligated to pay in that Payment Year, all such amounts subject to the suspension, reduction, and offset provisions in Section XII and Section XIII.

G. *Reductions/Offsets.* The base and incentive payments are subject to suspension, offset, and reduction as provided in Section XII and Section XIII.

H. *State-Specific Agreements.* Notwithstanding any other provision of this Agreement or any other agreement, in the event that: (1) the Settling Distributors enter into an agreement with any Settling State that resolves with finality such Settling State's Claims consistent with Section XI of this Agreement and such agreement has an effective date prior to the Effective Date of this Agreement (such agreement, a "*State-Specific Agreement*") and (2) pursuant to the terms of the State-Specific Agreement, any payments, or any portion thereof, made by the Settling Distributors thereunder are made in lieu of any payments (for the avoidance of doubt, including the Additional Restitution Amount), or any portion thereof, to be made under this Agreement and the Settling Distributors make such a payment pursuant to the State-Specific Agreement, then the Settling Distributors will reduce any payments allocable to such Settling State (whether made to the Settlement Fund Escrow or the Settlement Fund) made pursuant to this Agreement to the extent such amount was already paid pursuant to the terms of the State-Specific Agreement.

I. *Allocation of Payments among Settling Distributors.* Payments due from the Settling Distributors under this Section IV, Section IX, and Section X will be allocated among the Settling Distributors as follows: McKesson – 38.1%; Amerisource – 31.0%; Cardinal – 30.9%. A Settling Distributor's sole responsibility for payments under this Agreement shall be to make its share of each payment. The obligations of the Settling Distributors in this Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

J. *Pre-payment Option.*

1. Any Settling Distributor shall have the right, subject to the limitations set forth in Section IV.J.3, to prepay any base payment or incentive payment in whole or in part, without premium or penalty (a “*Settlement Prepayment*”) by providing at least fourteen (14) calendar days prior written notice to the Settlement Fund Administrator and Enforcement Committee (a “*Prepayment Notice*”). Any Prepayment Notice shall specify: (a) the gross amount of the Settlement Prepayment (the “*Gross Settlement Amount*”), (b) the manner in which such Settlement Prepayment shall be applied to reduce such Settling Distributor’s future share of Annual Payments (*i.e.*, to which future year(s) the allocable portion of an Annual Payment owed by such Settling Distributor the Settlement Prepayment should be applied) (such manner of application, a “*Settlement Prepayment Reduction Schedule*”), (c) the net present value of the Settlement Prepayment as of the Prepayment Date based on the Settlement Prepayment Reduction Schedule using a discount rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Prepayment Notice plus 1.75% (such net present value amount, the “*Net Settlement Prepayment Amount*”), and (d) the date on which the prepayment will be made, which shall be no more than fifteen (15) calendar days after the date of the Prepayment Notice (the “*Prepayment Date*”).

2. On the Prepayment Date the Settling Distributor shall pay the Net Settlement Prepayment Amount to the Settlement Fund and such amount shall be used only as specified in Section V. Following such payment, all future portions of the Annual Payments allocated to the applicable Settling Distributor under Section IV.E and Section IV.F shall be reduced pursuant to the Settlement Prepayment Reduction Schedule, and the Exhibit M will be updated to give effect to such reduction, and going forward such updated schedule will be Exhibit M.

3. A Settling Distributor’s right to make prepayments shall be subject to the following limitations:

a. Prepayments may apply to base payments or to both base and incentive payments. If the prepayment applies to both base and incentive payments, the prepayments will apply proportionately across base and incentive payments.

b. A Settling Distributor shall make no more than three (3) prepayments over the eighteen (18) year payment term. A Settling Distributor shall not make more than one (1) prepayment in a five (5) year period and there shall not be prepayments made in the first two (2) Payment Years.

c. Prepayments shall only be applied to one (1) or more of the three (3) Payment Years following the prepayment.

d. The total amount of a prepayment of base payments after discounting calculations shall not be larger than the base payment for the Payment Year with the lowest Annual Payment amount affected by the prepayment. The

total amount of a prepayment for both base payments and incentive payments shall not be larger than the base payment and anticipated incentive payment for the lowest Payment Year affected by the prepayment. The “anticipated incentive payment” for a future Payment Year shall reflect the incentives earned by each Settling State as of the time of the prepayment and any offsets or adjustments known at that time.

e. In a Payment Year against which there has been a prepayment, if the amount a Settling State is calculated to receive is greater than the amount prepaid prior to discounting calculations, the Settling Distributor shall pay the difference. If, in a Payment Year for which there has been a prepayment, the amount that a Settling State is calculated to receive is less than the amount calculated at the time of the prepayment, there shall be a credit for the difference to the Settling Distributor to be applied in the subsequent Payment Year(s), if any.

f. Prepayments shall be applied proportionately to all Settling States.

4. The Settling States may agree to a prepayment that does not apply these restrictions. Such a prepayment would need approval of Settling States representing at least ninety-five percent (95%) allocable share as measured by the allocations in Exhibit E; *provided, however*, that this provision does not limit or restrict any Settling State from negotiating its own prepayment with a Settling Distributor.

5. For illustrative purposes only, attached as Exhibit Q are examples showing a Settlement Prepayment, the related calculation of the Net Settlement Prepayment Amount, and the related adjustment to the Settlement Payment Schedule.

K. *Significant Financial Constraint.*

1. A Settling Distributor’s allocable share of the Annual Payment for a Payment Year may, at the election of such Settling Distributor, be deferred either (a) up to the amount by which that share plus such Settling Distributor’s share of amounts payable under Section IX and Section X would exceed twenty percent (20%) of such Settling Distributor’s total operating cash flow (as determined pursuant to United States generally accepted accounting principles) for its fiscal year that concluded most recently prior to the due date for that payment or (b) (i) up to twenty-five percent (25%) if, as of thirty (30) calendar days preceding that payment date, the company’s credit rating from one or more of the three nationally recognized rating agencies is below BBB or Baa2 or (ii) up to one hundred percent (100%) if, as of thirty (30) calendar days preceding that payment date, the company’s credit rating from one or more of the three nationally recognized rating agencies is below BBB- or Baa3. If the reason for exceeding twenty percent (20%) of a Settling Distributor’s total operating cash flow or the decrease in credit rating is substantially attributable to the incurrence of debt to fund post-settlement acquisitions or to the payment of dividends and/or share repurchases that together are of an amount that exceeds the total amount of those two items for the prior fiscal year, no deferral is available. A Settling Distributor shall not be allowed to defer payment for a

Payment Year if that Settling Distributor engaged in any share repurchases in the three fiscal quarters prior to the Payment Date for that Payment Year.

2. If a Settling Distributor has reason to believe that it will not be able to pay some or all of its allocable share of the Annual Payment for a Payment Year, it shall provide at least ninety (90) calendar days' prior written notice to the Settlement Fund Administrator and Enforcement Committee (a "*Deferred Payment Notice*"). Any Deferred Payment Notice shall specify and include: (a) the gross amount of the payments owed (including the estimated allocable portion of the Annual Payment, and amounts owed under Section IX and Section X, by the relevant Settling Distributor), (b) the amount that the Settling Distributor believes it will be unable to pay, (c) the accounting and audited financial documents upon which the Settling Distributor relied for making this determination, and (d) any other relevant information for the Enforcement Committee to consider.

3. A Settling Distributor shall not utilize this provision during the first three (3) Payment Years. If a Settling Distributor defers some or all of the payments due in a Payment Year pursuant to this Section IV.K, it shall not repurchase any shares, or fund new acquisitions with an acquisition price greater than \$250 million, during the deferral period until the deferred amount is fully repaid with interest. Any amounts deferred shall bear interest at an interest rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Deferral Payment Notice plus 0.5%.

4. The Settling Distributor shall pay all deferred amounts, including applicable interest on the next Payment Date. If the amounts previously deferred (including interest) together with the Settling Distributor's share of all payments due for a Payment Year would allow for a deferral under Section IV.K.1, the Settling Distributor shall pay as much of the previously deferred amounts (including interest) as it can pay without triggering the ability to defer payment and may defer the remainder as permitted under (and subject to the restrictions of) this Section IV.K.

5. Deferrals will apply proportionally across base payments and incentive payments. For the avoidance of doubt, this Section IV.K applies fully to Payment Years after the first three (3) Payment Years, including the base payments and all incentive payments due pursuant to this Agreement during the Payment Year at issue.

6. If a Settling Distributor could pay a portion of its allocable share of the Annual Payments due pursuant to this Agreement during a Payment Year without triggering this Section IV.K, the Settling Distributor shall be required to pay that portion as scheduled and only the excess would be subject to deferral at the election of the Settling Distributor (in whole or in part) as provided herein.

7. The Settling Distributor shall pay any deferred amounts, including applicable interest on or before the date on which the payment is due for Payment Year 18.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund.* The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments made under Section IV into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below. Payments placed into the Settlement Fund do not revert back to the Settling Distributors.

B. Use of Settlement Payments.

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section V.B.2. In no event may less than eighty-five percent (85%) of the Settling Distributors' maximum amount of payments pursuant to Section IV, Section IX, and Section X as set forth on Exhibit M over the entirety of all Payments Years (but not any single Payment Year) be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision set forth on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and the Settling Distributors how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of Section VI.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. Allocation of Settlement Fund.

The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate base payments under Section IV.D among the Settling States in proportion to their respective Overall Allocation Percentages. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Abatement Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

2. Incentive Payments. The Settlement Fund Administrator will treat incentive payments under Section IV.F on a State-specific basis. Incentive payments for which a Settling State is eligible under Section IV.F will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Abatement Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

3. Application of Adjustments. If a suspension, offset, or reduction under Section XII or Section XIII applies with respect to a Settling State, the suspension, offset, or reduction shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.

4. Settlement Fund Administrator. Prior to the Initial Participation Date, the Settling Distributors and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as Exhibit L.

5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L shall be paid from the interest accrued in the Settlement Fund Escrow and the Settlement Fund; *provided, however*, that if such accrued interest is insufficient to pay the entirety of any such costs and fees, Settling Distributors shall pay fifty percent (50%) of the additional amount and fifty percent (50%) shall be paid out of the Settlement Fund.

D. Settlement Fund Reallocation and Distribution.

As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and

distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.⁷ For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation,⁸ then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision. For a voluntary redistribution to be applied to the relevant portion of an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts

⁷ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

⁸ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

a. Amounts apportioned to that State's State Fund shall be distributed to that State.

b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, i.e., no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions to the extent such a distribution would violate Section VII.E through Section VII.H. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Abatement Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Subdivisions comply with Section VII.E through Section VII.H.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely for future Opioid Remediation⁹ and the following shall apply with respect to a Settling State:

a. *Regional Remediation.*

(i) At least fifty percent (50%) of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section V.E.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (A) define its initial regions, which shall consist of one (1) or more General Purpose Subdivisions and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages

⁹ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

allocated to each region to reflect the number of General Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants.* Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more, and (3) has funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section V.E.2.c shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the “*Advisory Committee*”) to provide input and recommendations regarding remediation spending from that Settling State’s Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however*, the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their abatement needs, and proposals for abatement strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Settling Distributors and the Enforcement Committee.

F. *Nature of Payment.* Each of the Settling Distributors, the Settling States, and the Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Settling Distributors constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by the Settling Distributors;

4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States and Participating Subdivisions to the same position or condition that they would be in had the Settling States and Participating Subdivisions not suffered the Alleged Harms; and

5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section V.F., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and the Settling Distributors; *provided, however*, that Released Entities may enforce Section XI and Participating Subdivisions listed on Exhibit G have the enforcement rights described in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights with respect to either the terms of

this Agreement that apply only to or in other States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against the Settling Distributors with respect to this Agreement or any Consent Judgment except that Participating Subdivisions listed on Exhibit G shall have enforcement rights as set forth herein as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section V; *provided, however*, that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* The Settling Distributors consent to the jurisdiction of the court in which each Settling State files its Consent Judgment, limited to resolution of disputes identified in Section VI.F.1 for resolution in that court.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Settling Distributors believe that the eighty-five percent (85%) threshold established in Section V.B.1 is not being satisfied, any Party may request that the Settling Distributors and Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall: (i) be limited to the Settling Distributors seeking to reduce their Annual Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the eighty-five percent (85%) threshold established in Section V.B.1; (ii) only reduce Annual Payments to those Settling States and their Participating Subdivisions that are below the eighty-five percent (85%) threshold established in Section V.B.1; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that (i) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision

Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Abatement Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Distributor Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State pursuant to Section VI.F.2.a(v) to seek resolution regarding the failure by a Settling Distributor to make its allocable share of an Annual Payment in a Payment Year.

F. *Other Terms Regarding Dispute Resolution.*

1. Except to the extent provided by Section VI.C or Section VI.F.2, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.2.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

2. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or a Settling Distributor shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.1's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular State's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States or the Tribal/W. Va. Subdivision Credit;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the allocation of payments among Settling Distributors as described in Section IV.I;

(v) the failure by a Settling Distributor to pay its allocable share of the Annual Payment or of the Additional Restitution Amount in a Payment Year, but for the avoidance of doubt, disputes between a Settling Distributor and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(vi) the interpretation and application of the significant financial constraint provision in Section IV.K, including, without limitation, eligibility for and amount of deferrals for any given year, time for repayment, and compliance with restrictions during deferral term;

(vii) the interpretation and application of the prepayment provisions as described in Section IV.J;

(viii) the interpretation and application of any most-favored-nation provision in Section XIV.E;

(ix) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(x) replacement of the Monitor, as provided in the Injunctive Relief Terms;

(xi) disputes involving liability of successor entities;

(xii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, B, or C, as well as disputes over qualification for Participation Tiers;

(xiii) disputes involving a Releasor's compliance with, and the appropriate remedy under, Section XI.B.I.A.3;

(xiv) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(xv) any dispute subject to resolution under Section VI.F.1 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section VI.F.2.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by the Settling Distributors, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible,

and with a presumption in favor of remote participation to minimize the burdens on the parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or Settling Distributor on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Settling Distributors, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and one or more Settling Distributors whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between a Settling Distributor and Settling States/Participating Subdivisions shall be split fifty percent (50%) by the Settling Distributor and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

3. Prior to initiating an action to enforce pursuant to this Section VI.E, the complaining party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved

parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

4. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a committee comprising the Enforcement Committee and sufficient representatives of the Settling Distributors such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Settling Distributors reserve all of their rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice.* No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Settling States, with the cooperation of the Settling Distributors, shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. The costs of the written notice to such Subdivisions shall be paid for by the Settling Distributors. The Settling States, with the cooperation of the Settling Distributors, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State may become a Participating

Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator and upon prompt dismissal with prejudice of its lawsuit. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C by the Initial Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Settlement Fund Administrator until the Reference Date.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C after the Initial Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section V.D or Section V.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. Except as provided in Section IV.C, a Later Participating Subdivision shall not receive any share of any Annual Payment due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after July 15, 2022 shall receive seventy-five percent (75%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section VII.E.3 or Section VII.E.4).

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any base payment or incentive payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive twenty-five percent (25%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from the Settling Distributors.

G. *Ineligible Subdivisions.* Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.

H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any Annual Payment, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. *Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions.* Any base payment and incentive payments allocated pursuant to Section V.D to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, including the amounts that remain unpaid after the reductions required by Section VII.E.2 through Section VII.E.4, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Determination to Proceed With Settlement.*

1. The Settling States shall confer with legal representatives of the Participating Subdivisions listed on Exhibit G and inform the Settling Distributors no later than fifteen (15) calendar days prior to the Reference Date whether there is sufficient participation to proceed with this Agreement. Within seven (7) calendar days of informing the Settling Distributors that there is sufficient participation to proceed, the Settling States will deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors.

2. If the Settling States inform Settling Distributors that there is sufficient participation, the Settling Distributors will then determine on or before the Reference Date whether there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of the Settling Distributors and may be based on any criteria or factors deemed relevant by the Settling Distributors.

B. *Notice by Settling Distributors.* On or before the Reference Date, the Settling Distributors shall inform the Settling States of their determination pursuant to Section VIII.A. If the Settling Distributors determine to proceed, the Parties will proceed to file the Consent Judgments and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date. If the Settling Distributors determine not to proceed, this Agreement will have no further effect, any amounts placed in escrow for Payment Year 1, including funds referenced in Section IV.C.1, Section IX, Section X, and Exhibit M, shall be returned to the Settling Distributors, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

C. *Determination of the Participation Tier.*

1. On the Reference Date, *provided* that Settling Distributors determine to proceed with this Agreement, the Settlement Fund Administrator shall determine the Participation Tier. The criteria used to determine the Participation Tier are set forth in Exhibit H. Any disputes as to the determination of the Participation Tier shall be decided by the National Arbitration Panel.

2. The Participation Tier shall be redetermined by the Settlement Fund Administrator annually as of the Payment Date, beginning with Payment Year 3, pursuant to the criteria set forth in Exhibit H.

3. After Payment Year 6, the Participation Tier cannot move higher, unless this restriction is waived by the Settling Distributors.

4. In the event that a Participation Tier redetermination moves the Participation Tier higher, and that change is in whole or in part as a result of the post-Reference Date enactment of a Bar and there is later a Revocation Event with respect to such Bar, then on the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, the Participation Tier shall move down to the Participation Tier that would have applied had the Bar never been enacted, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event. This is the sole circumstance in which, on a nationwide basis, the Participation Tier can move down.

5. In the event that there is a post-Reference Date Revocation Event with respect to a Bar that was enacted in a Settling State prior to the Reference Date, then, on

the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event, the Participation Tier shall decrease – solely for the State in which the Revocation Event occurred – to the Participation Tier commensurate with the percentage of Litigating Subdivisions in that State that are Participating Subdivisions and the percentage of Non-Litigating Subdivisions that are both Primary Subdivisions and Participating Subdivisions, according to the criteria set forth in Exhibit G, except that the calculations shall be performed as to that State alone. For the avoidance of doubt and solely for the calculation in this subparagraph, the Settling States Column of Exhibit H shall play no role. This is the sole circumstance in which one Settling State will have a different Participation Tier than other Settling States.

6. The redetermination of the Participation Tier under Section VIII.C.2 shall not affect payments already made or suspensions, offsets, or reductions already applied.

IX. Additional Restitution

A. *Additional Restitution Amount.* Pursuant to the schedule set forth in Exhibit M and subject to the reduction specified in Section IX.B, the Settling Distributors shall pay an Additional Restitution Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth on Exhibit M, on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

B. *Reduction of Additional Restitution Amount.* In the event that any Non-Settling States appear on Exhibit N, the amounts owed by Settling Distributors pursuant to this Section IX shall be reduced by the allocations set forth on Exhibit N for any such Non-Settling States.

C. *Use of Funds.* All funds paid as an Additional Restitution Amount shall be part of the Compensatory Restitution Amount, shall be used for Opioid Remediation, except as allowed by Section V.B.2, and shall be governed by the same requirements as specified in Section V.F.

X. Plaintiffs' Attorneys' Fees and Costs

The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference.

XI. Release

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision 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 this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. Claim-Over and Non-Party Settlement.

1. It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;
 - b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this Section XI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from the Settling Distributors in Section XI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain

the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Section XI.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section XI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section XI.B.2 with respect to that Non-Released Entity and that Releasor and the Settling Distributors shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by the Settling Distributors:

a. Settling Distributors shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Settlement Agreement, whichever is later;

b. Settling Distributors and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement;

c. That Releasor and Settling Distributors shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by Settling Distributors or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Settling Distributors to that Releasor under this Settlement Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Settling Distributors by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to the Settling Distributors under this Agreement to reduce the overall amounts to be paid under the Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Settling Distributors may devise to hold Settling Distributors harmless from the Claim-Over.

d. The actions of that Releasor and Settling Distributors taken pursuant to paragraph (c) must, in combination, ensure Settling Distributors are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and the Settling Distributors may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, Settling Distributors shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Settling Distributors harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Settling Distributors may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section XI.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Settling Distributor shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

B. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner. For the

avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

C. *General Release.* In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasers) and Participating Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releaser 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 Settling State (for itself and its Releasers) and Participating Subdivision 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 Releasers 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 Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

D. *Assigned Interest Waiver.* To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Distributor (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Distributor.

E. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

F. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the Initial Participation Date) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or

revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also for the purposes of clause (3), a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

G. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

H. *Cooperation.* Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Settling Distributors to secure the prompt dismissal of any and all Released Claims.

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

XII. Later Litigating Subdivisions

A. *Released Claims against Released Entities.* Subject to Section XII.B, the following shall apply in the event a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Reference Date:

1. The Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim, and shall not oppose a Settling State's submission in support of the Threshold Motion.

2. The provisions of this Section XII.A.2 apply if the Later Litigating Subdivision is a Primary Subdivision (except as provided in Section XII.A.2.f):

a. If a lawsuit including a Released Claim survives until the Suspension Deadline for that lawsuit, the Settlement Fund Administrator shall calculate the Suspension Amount applicable to the next Payment due from the Settling Distributor(s) at issue and apportioned to the State of the Later Litigating Subdivision and to Subdivisions in that State; *provided, however*, that the Suspension Amount for a Payment Year cannot exceed the Suspension Cap. The Suspension Amount shall be paid into the Settlement Fund Escrow account. If the Suspension Amount exceeds the Suspension Cap for that Payment Year, then the

remaining amount will be paid into the Settlement Fund Escrow in the following Payment Year, subject to the Suspension Cap for that Payment Year, and so forth in each succeeding Payment Year until the entire Suspension Amount has been paid into the Settlement Fund Escrow or the Released Claim is resolved, as provided below, whichever comes first. A suspension does not apply during the pendency of any appeal dismissing the lawsuit for a Released Claim in whole.

b. If the Released Claim is resolved with finality without requirement of payment by the Released Entity, the placement of any remaining balance of the Suspension Amount into the Settlement Fund Escrow shall cease and the Settlement Fund Administrator shall immediately transfer amounts in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions. The lawsuit will not cause further suspensions unless the Released Claim is reinstated upon further review, legislative action, or otherwise.

c. If the Released Claim is resolved with finality on terms requiring payment by the Released Entity, the Settlement Fund Administrator will transfer the amounts in the Settlement Fund Escrow on account of the suspension to the Settling Distributor(s) at issue necessary to satisfy the payment obligation of the Released Entity to the relevant Later Litigating Subdivision. If any balance remains in the Settlement Fund Escrow on account of the suspension after transfer of the amount necessary to satisfy the payment obligation, the Settlement Fund Administrator will immediately transfer the balance to the Settling State at issue and its Participating Subdivisions. If the payment obligation of the Released Entity to the relevant Later Litigating Subdivision exceeds the amounts in the Settlement Fund Escrow on account of the suspension, the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the excess amount against its obligation to pay its allocable share of Annual Payments that would be apportioned to the Settling State at issue and to its Subdivisions. The offset shall be applied as follows: first against the Settling Distributor's allocable share of the Annual Payment due in Payment Year 18, up to the Offset Cap for that Payment Year, with any remaining amounts above the Offset Cap applied against the Settling Distributor's allocable share of the Annual Payment due in Payment Year 17, up to the Offset Cap for that Payment Year, and so forth for each preceding Payment Year until the entire amount to be offset has been applied or no future Payment Years remain.

d. If the lawsuit asserting a Released Claim is resolved with finality on terms requiring payment by the Released Entity, and the Released Claim did not give rise to a suspension of any Settling Distributor's portion of any Annual Payments (*e.g.*, because it was resolved during Payment Years 1 or 2, during which all Settling States are deemed eligible for Incentive Payment A and thus no suspension of payments took place, as provided by Section XII.B), the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the amount paid. The offset shall be applied against the relevant Settling Distributor's allocable portion of the Annual Payments starting in

Payment Year 18 and working backwards as set forth in Section XII.A.2.c. If the lawsuit for a Released Claim is otherwise resolved by the Released Entity, without the Settling Distributor filing a Threshold Motion despite an opportunity to do so, and the Released Claim did not give rise to a suspension of any Settling Distributor's portion of any Annual Payments, the Settling Distributor at issue shall not receive any offset for the amount paid.

e. If more than one Primary Subdivision in a Settling State becomes a Later Litigating Subdivision, a single Suspension Cap applies and the total amounts deducted from the share of the Annual Payment allocated to the Settling State and its Participating Subdivisions in a given Payment Year cannot exceed the Suspension Cap. For the avoidance of doubt, an individual Primary Subdivision shall not trigger more than one suspension regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit.

f. This Section XII.A.2 shall not apply with respect to a Primary Subdivision that is either (i) a Later Litigating Subdivision under clause (3) of the definition of that term solely because a legislative Bar or legislative Case-Specific Resolution applicable as of the Reference Date is invalidated by judicial decision after the Reference Date or (ii) a Later Litigating Subdivision under clause (4) of the definition of that term. Such a Primary Subdivision shall be treated as a General Purpose Government under Section XII.A.3.

3. The terms of this Section XII.A.3 apply if a the Later Litigating Subdivision is not a Primary Subdivision (except for Primary Subdivisions referenced in Section XII.A.2.f) but is a General Purpose Government, School District, Health District or Hospital District: if the Released Claim is resolved with finality on terms requiring payment by the Released Entity, the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the amount paid against its portion of the obligation to make Annual Payments that would be apportioned to the Settling State at issue and to its Subdivisions. The offset shall be applied as follows: first against the relevant Settling Distributor's allocable share of the Annual Payment due in Payment Year 18, up to the Offset Cap for that Payment Year, with any remaining amounts above the Offset Cap applied against the Payment due in Payment Year 17, up to the Offset Cap for that Payment Year, and so forth for each preceding Payment Year until the entire amount to be offset has been applied or no future Payment Year remains. If the Released Claim is resolved on terms requiring payment during the first two (2) Payment Years, in no case will any amounts be offset against the amounts due in Payment Years 1 and 2.

4. In no event shall the total of Suspension Amounts and offsets pursuant to this Section applicable to a Settling State in a Payment Year for that Payment Year exceed the Offset Cap for that State. If, in a Payment Year, the total of Suspension Amounts and offsets applicable to a Settling State exceeds the Offset Cap, the Suspension Amounts shall be reduced so that the total of Suspension Amounts and offsets equals the Offset Cap.

5. For the avoidance of doubt, any offset pursuant to this Section XII in a Settling State that is not eligible for Incentive Payment A shall continue to apply even if the Settling State at issue subsequently becomes eligible for Incentive Payment A.

6. “*Terms requiring payment*” shall mean (i) a final monetary judgment or (ii) a settlement; *provided* that the Released Entity sought the applicable State Attorney General’s consent to the settlement and such consent was either obtained or unreasonably withheld. Should the judgment or settlement resolve claims that are not Released Claims, the offset shall be for the Released Claims portion only, which shall be distinguishable in the judgment or settlement.

B. *Exceptions.*

1. Section XII.A shall not apply where the Settling State at issue meets the eligibility criteria for and is entitled to Incentive Payment A for the Payment Year at issue, except as expressly provided therein. For the avoidance of doubt, because all Settling States are deemed eligible for Incentive Payment A for Payment Years 1 and 2 under Section IV.F.1.c, a suspension of Payments under Section XII.A.2 shall not apply to any Settling States for those Payment Years.

2. An offset under Section XII.A.2 and Section XII.A.3 shall not apply where the Later Litigating Subdivision opted out of a Settlement Class Resolution in the Settling State at issue that was in full force and effect in that Settling State as of the due date of the payment for Payment Year 2 and remains in full force and effect; *provided* that an offset relating to that Subdivision may apply under Section XIII.

3. Section XII.A shall not apply where the Later Litigating Subdivision seeks less than \$10 million, or so long as its total claim is reduced to less than \$10 million, in the lawsuit for a Released Claim at issue.

4. An offset under Section XII.A.3 shall not apply where the applicable Participation Tier is Participation Tier 1 and the population of the Later Litigating Subdivision is under 10,000.

5. If the applicable Participation Tier is Participation Tier 2 or higher, and the Later Litigating Subdivision has a population less than 10,000, the offset under Section XII.A.3 shall only apply to amounts paid pursuant to a settlement or judgment that are over \$10 million per case or resolution. Any type of consolidated or aggregated or joined or class actions, however styled, shall be considered a single case, and any resolutions that occur within a sixty (60) calendar day period of each other and involve Later Litigating Subdivisions that share common counsel and/or are created by the same or related judgments, settlement agreements, or other instruments or are conditioned upon one another, shall be considered a single resolution. For the avoidance of doubt, any such case or resolution shall have only a single \$10,000,000 exemption from the offset under Section XII.A.3.

C. *No Effect on Other Provisions.* A suspension or offset under Section XII.A shall not affect the Injunctive Relief Terms or the Consent Judgment.

D. *No Effect on Other States.* A suspension or offset under Section XII.A applicable to one State shall not affect the allocation or payment of the Annual Payment to other Settling States.

XIII. Reductions/Offsets

A. *Non-Settling States.* Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the payments specified in Exhibit M are reduced by the aggregate Overall Allocation Percentage of Non-Settling States as set forth in Exhibit F.

B. *Offset Relating to Incentive Payment A.* If a Settling State is not eligible for Incentive Payment A at the third Payment Date, the Settling Distributors shall receive an offset with respect to that State.¹⁰ The offset shall be the dollar amount difference between (1) the total amount of the Incentive Payment A due from the Settling Distributors on the Effective Date and on the Payment Date for Payment Year 2 allocated to that State and its Participating Subdivisions, and (2) the total amount of Incentive Payments B and C that would have been due from the Settling Distributors on the Effective Date and on the Payment Date for Payment Year 2 so allocated but for the State's deemed eligibility for Incentive Payment A. The offset shall be applied in equal installments to reduce the Annual Payments for Payment Years 3 through 7 that would be apportioned to that State and to its Subdivisions, and shall remain applicable even if that State subsequently becomes eligible for Incentive Payment A.

C. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, the Settling Distributor at issue shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that State and to its Subdivisions. For the avoidance of doubt, an offset shall not be applicable under this subsection if it is applicable under Section XII.A with respect to the Subdivision at issue.

D. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If the Settling Distributors made any Annual Payments that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Payment, the Settling Distributors shall receive a dollar-for-dollar offset against the portion of remaining Annual Payments that would be allocated to that State and its Participating Subdivisions. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by the Settling Distributors by virtue of the Bar, Settlement

¹⁰ For purposes of this provision, in determining whether a Settling State would not be eligible for Incentive Payment A for Payment Year 3, the criteria set forth in Section IV.F.1.b shall apply to that Payment Year.

Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of incentive payments that would have been due from the Settling Distributors during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due, referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event; for purposes of calculating the amount of incentive payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (1) its Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (2) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

E. *Certain Taxes.* Amounts paid by a Settling Distributor under an Opioid Tax in a Settling State in a Payment Year shall give rise to a dollar-for-dollar offset against that Settling Distributor's obligation to pay its share of the Annual Payment in that Payment Year that would be allocated to the taxing State or its Participating Subdivisions. If such amounts paid exceed that Settling Distributor's allocable share of the Annual Payment allocable to the taxing State or its Participating Subdivisions in that Payment Year, the excess shall carry forward as an offset against its allocable share of remaining Annual Payments that would be allocated to the taxing State or its Participating Subdivisions

F. *Not Subject to Suspension Cap or Offset Cap.* For the avoidance of doubt, neither the Suspension Cap nor the Offset Cap apply to the offsets and reductions set forth in this Section XIII.

XIV. Miscellaneous

A. *Population of General Purpose Governments.* The population figures for General Purpose Governments shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.¹¹

B. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used other than Section IV.F.1.b: (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("IDEA") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at ten percent (10%) of the population served. The Settling Distributors and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

¹¹ The estimates for counties and parishes were accessed at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-countiestotal.html>. The estimates for cities and towns can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html>.

C. *Population Associated with Sheriffs.* For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *No Admission.* The Settling Distributors do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors.

E. *Most-Favored-Nation Provision.*—Settling States.

1. If, after the Reference Date, any Settling Distributor enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XIV.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to that Settling Distributor, overall payment terms at least as favorable as those obtained by such Non-Settling State. “Overall payment terms” refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Reference Date, Settling Distributors shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by a Settling Distributor with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the considerations set forth in Section XIV.E.1, the Settling State(s) and the Settling Distributor shall engage in the following process:

a. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which a settlement agreement or consent judgment is provided to the Enforcement Committee, to the Settling Distributor of its (their) intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. Such notice shall be confidential and not disclosed publicly to the extent allowed by law and shall state, in detail, the basis for the State’s (States’) belief that it (they) is entitled to a revision of the Agreement.

b. The Settling Distributor shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Settling Distributor do not reach agreement as to the application of Section XIV.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XIV.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.2.

d. The Settling State(s) and the Settling Distributor shall be bound by the determination of the National Arbitration Panel.

4. This Section XIV.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with any Settling Distributor that is entered into with: (a) a Non-Settling State after a date sixty (60) calendar days prior to the scheduled start date of a trial between any Settling Distributor and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and a Settling Distributor jointly request an adjournment of the scheduled start date of a trial within sixty (60) days of that date, this exception will apply as if the trial date had not been adjourned; (b) a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or (c) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against any Settling Distributor. For avoidance of doubt, the National Arbitration Panel shall have no power to review agreements described in this paragraph.

5. This Section XIV.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between a Settling Distributor and (a) federally-recognized tribe(s) or (b) West Virginia subdivisions or (c) Non-Participating Subdivisions. This Section XIV.E will not apply to any agreement entered into more than eighteen (18) months after the Reference Date.

F. *Tax Cooperation and Reporting.*

1. Upon request by any Settling Distributor, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Distributors to establish the statements set forth in Section V.E.3 to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XIV.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with any Settling Distributor with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated State, as defined in Section I.P as New York, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “*Appropriate Official*”). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U, Exhibit V, and Exhibit W with respect to each of the Settling Distributors and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Settling Distributors, and (b) provides to each of the Settling Distributors a copy of (i) the IRS Form 1098-F filed with respect to such Settling Distributor and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section V.E.3.

4. The Settling States and Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to paragraph 3, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor’s portion of the Global Settlement Amount as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Settling Distributor’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 2 of IRS Form 1098-F, as reflected in the attached Exhibit U, Exhibit V, and Exhibit W. If the Designated State or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section XIV.F other than an IRS Form 1098-F in the form attached as Exhibit U, Exhibit V, and Exhibit W, the Designated State shall direct and ensure that the Appropriate Official provides to each Settling Distributor a draft of such return, amended return, or written statement in respect of such Settling Distributor no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Settling Distributor on the return, amended return, or written statement in respect of such Settling Distributor.

5. For the avoidance of doubt, neither the Settling Distributors nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement.* This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

N. *Legal Obligations.* Nothing in this Agreement shall be construed as relieving any Settling Distributor of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that a Settling Distributor cannot comply with this Agreement without violating such a requirement or requirements, the Settling Distributor

shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in Section III.X of the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement. The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XIV.M.

P. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

Q. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Ashley Moody,
Attorney General
State of Florida
The Capitol,
PL-01
Tallahassee, FL 32399

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

For the Plaintiffs' Executive Committee:

Paul F. Farrell
Farrell Law

P.O. Box 1180
Huntington, WV 25714-1180

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

Peter Mougey
Levin Papantonio Rafferty
316 South Baylen St.
Pensacola, FL 32502
pmougey@levinlaw.com

Paul J. Geller
Robbins Feller Rudman & Dowd LLP
120 East Palmetto Park Road
Boca Raton, FL 33432
PGeller@rgrdlaw.com

For Settling Distributors:

Copy to AmerisourceBergen Corporation's attorneys at:
Attn: Michael T. Reynolds
Cravath, Swaine & Moore
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Attn: Jeffrey M. Wintner, Esq.
Attn: Elaine P. Golin, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
JMWintner@wlrk.com
EPGolin@wlrk.com

Attn: JB Kelly, Esq.
Cozen O'Connor
1200 19th ST NW
Washington DC 20036
jbkelly@cozen.com

Copy to McKesson Corporation's attorneys at:
Attn: Thomas J. Perrelli
Jenner & Block LLP
1099 New York Ave., NW, Suite 900
Washington, D.C. 20001
tperrelli@jenner.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XIV.P.

R. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

S. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

T. *Successors.*

1. This Agreement shall be binding upon, and inure to the benefit of, the Settling Distributors and their respective successors and assigns.

2. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer U.S. assets having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of such Settling Distributor (other than sales or transfers of inventories, or sales or transfers to an entity owned directly or indirectly by such Settling Distributor) where the sale or transfer is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize such Settling Distributor's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction, unless the Settling Distributor obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of that Settling Distributor's remaining Payment Obligations under this Agreement equal to the percentage of the

Settling Distributor's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with United States generally accepted accounting principles and as of the date of the Settling Distributor's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XIV.T shall be enforceable solely by the Enforcement Committee, and any objection under this Section XIV.T not raised within twenty (20) calendar days of the announcement of the relevant transaction is waived. Any dispute under this Section XIV.T shall be a National Dispute as described in Section VI.F.2 and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

3. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer (other than sales or transfers to an entity owned directly or indirectly by such Settling Distributor) more than twenty-five percent (25%) of the distribution centers within its Full-Line Wholesale Pharmaceutical Distribution Business (as that term is defined in the Injunctive Relief Terms) where the sale or transfer is announced after the Reference Date, unless the Settling Distributor obtains the acquiror's agreement that it will be bound by the Injunctive Relief Terms.

U. *Modification, Amendment, Alteration.* After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by the Settling Distributor to which the modification, amendment, or alteration applies, if the change applies to less than all Settling Distributors, along with the signatures of at least thirty-seven of those then serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

V. *Termination.*

1. Unless otherwise agreed to by each of the Settling Distributors and the Settling State in question, this Agreement and all of its terms (except Section XIV.P and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) calendar days after the Effective Date;

b. this Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XIV.V.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. the Settling Distributors and the Settling State in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless each of the Settling Distributors and the Enforcement Committee agrees otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 18, *provided* that all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date. If fewer than all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date, then the Agreement shall terminate as of that date as to any Settling Distributor that has performed its Payment obligations under the Agreement and the Agreement (a) shall terminate as to each of the remaining Settling Distributors that as of that date is not a Bankrupt Settling Distributor at such time as each performs its Payment obligations under the Agreement and (b) shall terminate as to all Parties at such time as all Settling Distributors that are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement. Notwithstanding any other provision in this Section XIV.V.3 or in this Agreement, all releases under this Agreement will remain effective despite any termination under this Section XIV.V.3.

W. *Governing Law.* Except (1) as otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Settling Distributor(s) or against which Settling Distributor(s) are seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

X. *Bankruptcy.* The following provisions shall apply if a Settling Distributor enters Bankruptcy (a Settling Distributor which does so and takes the actions, or is otherwise subjected to the actions, referred to in (i) and/or (ii) herein being referred to as a "*Bankrupt Settling Distributor*") and (i) the Bankrupt Settling Distributor's bankruptcy estate recovers, pursuant to 11 U.S.C. § 550, any payments made under this Agreement, or (ii) this Agreement is deemed executory and is rejected by such Settling Distributor pursuant to 11 U.S.C. § 365:

1. In the event that both a number of Settling States equal to at least seventy-five percent (75%) of the total number of Settling States and Settling States having aggregate Overall Allocation Percentages as set forth on Exhibit F equal to at least seventy-five percent (75%) of the total aggregate Overall Allocation Percentages assigned to all Settling States deem (by written notice to the Settling Distributors other than the Bankrupt Settling Distributor) that the financial obligations of this Agreement have been terminated and rendered null and void as to such Bankrupt Settling Distributor (except as provided in Section XIV.X.1.a) due to a material breach by such Bankrupt Settling Distributor, whereupon, with respect to all Settling States:

a. all agreements, all concessions, all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall immediately and automatically be deemed null and void as to such Bankrupt Settling Distributor; the Settling States shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into this Settlement Agreement in respect to such Bankrupt Settling Distributor and the Settling States shall have the right to assert any and all claims against such Bankrupt Settling Distributor in the Bankruptcy or otherwise, subject to any automatic stay, without regard to any limits or agreements as to the amount of the settlement otherwise provided in this Agreement; *provided, however*, that notwithstanding the foregoing sentence, (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities other than the Bankrupt Settling Distributor itself; and (ii) in the event a Settling State asserts any Released Claim against a Bankrupt Settling Distributor after the rejection and/or termination of this Agreement with respect to such Settling Distributor as described in this Section XIV.X.1.a and receives a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments such Settling State has previously received from such Bankrupt Settling Distributor under this Agreement shall be applied to reduce the amount of any

such judgment, settlement or distribution (provided that no credit shall be given against any such judgment, settlement or distribution for any payment that such Settling State is required to disgorge or repay to the Bankrupt Settling Distributor's bankruptcy estate); and

b. the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against such Bankrupt Settling Distributor subject to all defenses and rights of the Bankrupt Settling Distributor.

EXHIBIT A

Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (S.D. Ohio):

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

EXHIBIT B

Enforcement Committee Organizational Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the “*Committee*”) to exist and operate during the term of the Agreement with the Settling Distributors and shall control the regulation and management of the Committee’s affairs.

ARTICLE II

Purpose

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and the Settling Distributors dated July 21, 2021.

ARTICLE III

Members of the Committee

(1) Number of Members

The Committee will consist of seventeen (17) members (the “*Members*”). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

(2) Initial Members

The Committee initially will consist of eleven Settling State Members and six Participating Subdivision Members, three of the Participating Subdivisions shall be counties and three shall be municipalities. The initial Settling State Members are representatives from: Connecticut, Delaware, Florida, Georgia, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee, and Texas. The initial Participating Subdivision Members are: (a) Bexar County, Texas; (b) Broward County, Florida; (c) Chicago, Illinois; (d) Cincinnati, Ohio; (e) Nashville, Tennessee; and (f) Nassau County, New York. Until the Reference Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Reference Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

(3) Term of Members

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement, eighteen (18) years, unless and until a Member withdraws or resigns from the Committee.

(4) Resignation

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(5) Removal

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision or otherwise does not support the Agreement, the Member shall be removed immediately without notice or vote of the Committee.

(6) Vacancies

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

(7) Compensation

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

ARTICLE IV

Conflicts of Interest and Code of Ethics

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

ARTICLE V

Committee Meetings

(1) Place of Meetings

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

(2) Regular Meetings

Regular meetings of the Committee shall be held as deemed necessary by the by the Chairperson or any three members.

(3) Notice of Meetings

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

(4) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

(5) Voting and Proxy

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

(6) Minutes

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

ARTICLE VI
Officers

(1) Roster of Officers

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

(2) Election and Removal of Officers

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be

provided in these bylaws or as may be prescribed from time to time by the Committee. The Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

(7) Records

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of their term of office or completion of a project.

(8) Resignation

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

ARTICLE VII

Duties

(1) Prior to the Reference Date

The Committee shall be responsible for any additional negotiations with the Settling Distributors, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement.

(2) After the Enforcement Date

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section VI of the Agreement. Members may engage with Settling Distributors, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Settling Distributors, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII
Rules of Procedure

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

ARTICLE IX
Operations

(1) Records

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

(2) Inspection of Books and Records

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

(3) Amendments

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

EXHIBIT C

Litigating Subdivisions List¹²

- | | |
|--|---|
| 1. Abbeville (AL), City of, Alabama | 40. Chilton (AL), County of, Alabama |
| 2. Albertville (AL), City of, Alabama | 41. Choctaw (AL), County of, Alabama |
| 3. Alexander City (AL), City of, Alabama | 42. Clanton (AL), City of, Alabama |
| 4. Anniston (AL), City of, Alabama | 43. Clarke (AL), County of, Alabama |
| 5. Arab (AL), City of, Alabama | 44. Clay (AL), County of, Alabama |
| 6. Argo (AL), City of, Alabama | 45. Cleburne (AL), County of, Alabama |
| 7. Ashland (AL), City of, Alabama | 46. Cleveland (AL), Town of, Alabama |
| 8. Ashville (AL), City of, Alabama | 47. Coffee (AL), County of, Alabama |
| 9. Athens (AL), City of, Alabama | 48. Colbert (AL), County of, Alabama |
| 10. Attalla (AL), City of, Alabama | 49. Conecuh (AL), County of, Alabama |
| 11. Attentus Mouton, LLC d/b/a Lawrence Medical Center (AL), Alabama | 50. Coosa (AL), County of, Alabama |
| 12. Auburn (AL), City of, Alabama | 51. Cordova (AL), City of, Alabama |
| 13. Autauga (AL), County of, Alabama | 52. Covington (AL), County of, Alabama |
| 14. Baldwin (AL), County of, Alabama | 53. Crenshaw (AL), County of, Alabama |
| 15. Barbour (AL), County of, Alabama | 54. Cullman (AL), City of, Alabama |
| 16. Berry (AL), Town of, Alabama | 55. Cullman (AL), County of, Alabama |
| 17. Bibb (AL), County of, Alabama | 56. Cullman Regional Medical Center, Inc. (AL), Alabama |
| 18. Birmingham (AL), City of, Alabama | 57. Dadeville (AL), City of, Alabama |
| 19. Blount (AL), County of, Alabama | 58. Dale (AL), County of, Alabama |
| 20. Boaz (AL), City of, Alabama | 59. Daleville (AL), City of, Alabama |
| 21. Brent (AL), City of, Alabama | 60. Dallas (AL), County of, Alabama |
| 22. Bridgeport (AL), City of, Alabama | 61. Daphne (AL), City of, Alabama |
| 23. Brookwood (AL), Town of, Alabama | 62. Dauphin Island (AL), Town of, Alabama |
| 24. Brundidge (AL), City of, Alabama | 63. Decatur (AL), City of, Alabama |
| 25. Bullock (AL), County of, Alabama | 64. DeKalb (AL), County of, Alabama |
| 26. Butler (AL), County of, Alabama | 65. Demopolis (AL), City of, Alabama |
| 27. Butler (AL), Town of, Alabama | 66. Dora (AL), City of, Alabama |
| 28. Calera (AL), City of, Alabama | 67. Dothan (AL), City of, Alabama |
| 29. Calhoun (AL), County of, Alabama | 68. Double Springs (AL), Town of, Alabama |
| 30. Camp Hill (AL), Town of, Alabama | 69. Douglas (AL), Town of, Alabama |
| 31. Carbon Hill (AL), City of, Alabama | 70. Enterprise (AL), City of, Alabama |
| 32. Cedar Bluff (AL), Town of, Alabama | 71. Escambia (AL), County of, Alabama |
| 33. Center Point (AL), City of, Alabama | 72. Etowah (AL), County of, Alabama |
| 34. Centre (AL), City of, Alabama | 73. Etowah (AL), County of (Sheriff), Alabama |
| 35. Centreville (AL), City of, Alabama | 74. Eufaula (AL), City of, Alabama |
| 36. Chambers (AL), County of, Alabama | 75. Evergreen (AL), City of, Alabama |
| 37. Cherokee (AL), County of, Alabama | 76. Fairfield (AL), City of, Alabama |
| 38. Cherokee (AL), Town of, Alabama | |
| 39. Chickasaw (AL), City of, Alabama | |

¹² For purposes of calculating the percentage of Litigating Subdivisions pursuant to Section IV.F.2.b and Exhibit H, an individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded.

77. Family Oriented Primary Health Care Clinic (AL), Alabama
78. Faunsdale (AL), Town of, Alabama
79. Fayette (AL), City of, Alabama
80. Fayette (AL), County of, Alabama
81. Fayette (AL), County of (Sheriff), Alabama
82. Florence (AL), City of, Alabama
83. Foley (AL), City of, Alabama
84. Fort Deposit (AL), Town of, Alabama
85. Fort Payne (AL), City of, Alabama
86. Franklin (AL), County of, Alabama
87. Fultondale (AL), City of, Alabama
88. Gadsden (AL), City of, Alabama
89. Geneva (AL), City of, Alabama
90. Geneva (AL), County of, Alabama
91. Geneva County Health Care Authority (AL), Alabama
92. Georgiana (AL), City of, Alabama
93. Geraldine (AL), Town of, Alabama
94. Gilbertown (AL), Town of, Alabama
95. Grant (AL), Town of, Alabama
96. Graysville (AL), City of, Alabama
97. Greene (AL), County of, Alabama
98. Greene County Hospital Board (AL), Alabama
99. Greensboro (AL), City of, Alabama
100. Greenville (AL), City of, Alabama
101. Guin (AL), City of, Alabama
102. Guntersville (AL), City of, Alabama
103. Gurley (AL), Town of, Alabama
104. Hale (AL), County of, Alabama
105. Haleyville (AL), City of, Alabama
106. Hamilton (AL), City of, Alabama
107. Hammondville (AL), Town of, Alabama
108. Hartselle (AL), City of, Alabama
109. Headland (AL), City of, Alabama
110. Health Care Authority of Cullman County (AL), Alabama
111. Health Care Authority of the City of Huntsville d/b/a HH Health System, et al. (AL), Alabama
112. Henagar (AL), City of, Alabama
113. Henry (AL), County of, Alabama
114. HH Health System-Athens Limestone, LLC d/b/a Athens Limestone Hospital (AL), Alabama
115. HH Health System-Morgan, LLC d/b/a Decatur Morgan Hospital-Decatur and Decatur Morgan Hospital-Parkway (AL), Alabama
116. HH Health System-Shoals, LLC d/b/a Helen Keller Hospital and Red Bay Hospital (AL), Alabama
117. Homewood (AL), City of, Alabama
118. Hoover (AL), City of, Alabama
119. Houston (AL), County of, Alabama
120. Hueytown (AL), City of, Alabama
121. Huntsville (AL), City of, Alabama
122. J. Paul Jones Hospital (AL), Alabama
123. Jackson (AL), County of, Alabama
124. Jackson County Health Care Authority (AL), Alabama
125. Jacksonville (AL), City of, Alabama
126. Jasper (AL), City of, Alabama
127. Jefferson (AL), County of, Alabama
128. Jefferson (AL), County of (Sheriff), Alabama
129. Killen (AL), City of, Alabama
130. Lamar (AL), County of, Alabama
131. Lamar (AL), County of (Sheriff), Alabama
132. Lanett (AL), City of, Alabama
133. Lauderdale (AL), County of, Alabama
134. Lawrence (AL), County of, Alabama
135. Leeds (AL), City of, Alabama
136. Leesburg (AL), City of, Alabama
137. Leighton (AL), Town of, Alabama
138. Level Plains (AL), City of, Alabama
139. Limestone (AL), County of, Alabama
140. Lincoln (AL), City of, Alabama
141. Linden (AL), City of, Alabama
142. Locust Fork (AL), Town of, Alabama
143. Louisville (AL), City of, Alabama
144. Lowndes (AL), County of, Alabama
145. Luverne (AL), City of, Alabama
146. Macon (AL), County of, Alabama
147. Madison (AL), City of, Alabama
148. Madison (AL), County of, Alabama
149. Marengo (AL), County of, Alabama
150. Marion (AL), City of, Alabama
151. Marion (AL), County of, Alabama
152. Marshall (AL), County of, Alabama
153. Marshall County (AL) Health Care Authority, Alabama
154. McKenzie (AL), Town of, Alabama
155. Midfield (AL), City of, Alabama
156. Mobile (AL), City of, Alabama
157. Mobile (AL), County Board of Health, Alabama
158. Mobile (AL), County of, Alabama
159. Monroe (AL), County of, Alabama
160. Monroe County Healthcare Authority (AL), Alabama
161. Monroe County Healthcare Authority d/b/a Monroe County Hospital (AL), Alabama
162. Monroeville (AL), City of, Alabama
163. Montgomery (AL), City of, Alabama

164. Montgomery (AL), County of, Alabama
165. Moody (AL), City of, Alabama
166. Morgan (AL), County of, Alabama
167. Moulton (AL), City of, Alabama
168. Mountain Brook (AL), City of, Alabama
169. Munford (AL), Town of, Alabama
170. Muscle Shoals (AL), City of, Alabama
171. Nauvoo (AL), City of, Alabama
172. New Hope (AL), City of, Alabama
173. Northport (AL), City of, Alabama
174. Oakman (AL), Town of, Alabama
175. Oneonta (AL), City of, Alabama
176. Opelika (AL), City of, Alabama
177. Opp (AL), City of, Alabama
178. Orange Beach (AL), City of, Alabama
179. Oxford (AL), City of, Alabama
180. Ozark (AL), City of, Alabama
181. Parrish (AL), City of, Alabama
182. Pell City (AL), City of, Alabama
183. Perry (AL), County of, Alabama
184. Phenix (AL), City of, Alabama
185. Pickens (AL), County of, Alabama
186. Piedmont (AL), City of, Alabama
187. Pike (AL), County of, Alabama
188. Pleasant Grove (AL), City of, Alabama
189. Powell (AL), Town of, Alabama
190. Prattville (AL), City of, Alabama
191. Priceville (AL), Town of, Alabama
192. Prichard (AL), City of, Alabama
193. Ragland (AL), City of, Alabama
194. Rainbow City (AL), City of, Alabama
195. Rainsville (AL), City of, Alabama
196. Red Bay (AL), City of, Alabama
197. Robertsdale (AL), City of, Alabama
198. Rockford (AL), Town of, Alabama
199. Russell (AL), County of, Alabama
200. Russellville (AL), City of, Alabama
201. Satsuma (AL), City of, Alabama
202. Scottsboro (AL), City of, Alabama
203. Selma (AL), City of, Alabama
204. Sheffield (AL), City of, Alabama
205. Shelby (AL), County of, Alabama
206. Sipsey (AL), City of, Alabama
207. Slocumb (AL), City of, Alabama
208. Spanish Fort (AL), City of, Alabama
209. Springville (AL), City of, Alabama
210. St. Clair (AL), County of, Alabama
211. Sumiton (AL), City of, Alabama
212. Sumter (AL), County of, Alabama
213. Sweet Water (AL), Town of, Alabama
214. Sylacauga (AL), City of, Alabama
215. Talladega (AL), City of, Alabama
216. Talladega (AL), County of, Alabama
217. Tallapoosa (AL), County of, Alabama
218. Tarrant (AL), City of, Alabama
219. The Bibb County Healthcare Authority (AL), Alabama
220. The Dale County Healthcare Authority (AL), Alabama
221. The DCH Health Care Authority (AL), Alabama
222. The Health Care Authority of Morgan County - City of Decatur (AL), Alabama
223. The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital (AL), Alabama
224. The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital for Women and Children (AL), Alabama
225. The Health Care Authority of the City of Huntsville d/b/a Madison Hospital (AL), Alabama
226. The Healthcare Authority for Baptist Health (AL), Alabama
227. The Sylacauga Health Care Authority (AL), Alabama
228. The Tombigbee Health Care Authority (AL), Alabama
229. Thomasville (AL), City of, Alabama
230. Troy (AL), City of, Alabama
231. Trussville (AL), City of, Alabama
232. Tuscaloosa (AL), City of, Alabama
233. Tuscaloosa (AL), County of, Alabama
234. Tuscumbia (AL), City of, Alabama
235. Tuskegee (AL), City of, Alabama
236. Union Springs (AL), City of, Alabama
237. Uniontown (AL), City of, Alabama
238. Vance (AL), Town of, Alabama
239. Vernon (AL), City of, Alabama
240. Vestavia Hills (AL), City of, Alabama
241. Walker (AL), County of, Alabama
242. Washington (AL), County of, Alabama
243. Weaver (AL), City of, Alabama
244. West Blocton (AL), Town of, Alabama
245. Wilcox (AL), County of, Alabama
246. Winfield (AL), City of, Alabama
247. Woodville (AL), Town of, Alabama
248. Yellow Bluff (AL), Town of, Alabama
249. Apache (AZ), County of, Arizona
250. Arizona Municipal Risk Retention Pool (AZ), Arizona
251. Bullhead City (AZ), City of, Arizona
252. Cochise (AZ), County of, Arizona
253. Glendale (AZ), City of, Arizona
254. Kingman (AZ), City of, Arizona
255. La Paz (AZ), County of, Arizona

256. Maricopa (AZ), County of, Arizona
257. Mohave (AZ), County of, Arizona
258. Navajo (AZ), County of, Arizona
259. Phoenix (AZ), City of, Arizona
260. Pima (AZ), County of, Arizona
261. Pinal (AZ), County of, Arizona
262. Prescott (AZ), City of, Arizona
263. Surprise (AZ), City of, Arizona
264. Tucson (AZ), The City of, Arizona
265. Yuma (AZ), County of, Arizona
266. Adona (AR), City of, Arkansas
267. Alexander (AR), City of, Arkansas
268. Alicia (AR), City of, Arkansas
269. Allport (AR), City of, Arkansas
270. Alma (AR), City of, Arkansas
271. Almyra (AR), City of, Arkansas
272. Alpena (AR), City of, Arkansas
273. Altheimer (AR), City of, Arkansas
274. Altus (AR), City of, Arkansas
275. Amagon (AR), City of, Arkansas
276. Amity (AR), City of, Arkansas
277. Anthonyville (AR), City of, Arkansas
278. Antoine (AR), City of, Arkansas
279. Arkadelphia (AR), City of, Arkansas
280. Arkansas (AR), County of, Arkansas
281. Arkansas City (AR), City of, Arkansas
282. Ash Flat (AR), City of, Arkansas
283. Ashdown (AR), City of, Arkansas
284. Ashley (AR), County of, Arkansas
285. Atkins (AR), City of, Arkansas
286. Aubrey (AR), City of, Arkansas
287. Augusta (AR), City of, Arkansas
288. Austin (AR), City of, Arkansas
289. Avoca (AR), City of, Arkansas
290. Bald Knob (AR), City of, Arkansas
291. Banks (AR), City of, Arkansas
292. Barling (AR), City of, Arkansas
293. Bassett (AR), City of, Arkansas
294. Batesville (AR), City of, Arkansas
295. Bauxite (AR), City of, Arkansas
296. Baxter (AR), County of, Arkansas
297. Bay (AR), City of, Arkansas
298. Bearden (AR), City of, Arkansas
299. Beaver (AR), City of, Arkansas
300. Beebe (AR), City of, Arkansas
301. Beedeville (AR), City of, Arkansas
302. Bella Vista (AR), City of, Arkansas
303. Bellefonte (AR), City of, Arkansas
304. Belleville (AR), City of, Arkansas
305. Ben Lomond (AR), City of, Arkansas
306. Benton (AR), City of, Arkansas
307. Benton (AR), County of, Arkansas
308. Bentonville (AR), City of, Arkansas
309. Bergman (AR), City of, Arkansas
310. Berryville (AR), City of, Arkansas
311. Bethel Heights (AR), City of, Arkansas
312. Big Flat (AR), City of, Arkansas
313. Bigelow (AR), City of, Arkansas
314. Biggers (AR), City of, Arkansas
315. Birdsong (AR), City of, Arkansas
316. Biscoe (AR), City of, Arkansas
317. Black Oak (AR), City of, Arkansas
318. Black Rock (AR), City of, Arkansas
319. Black Springs (AR), City of, Arkansas
320. Blevins (AR), City of, Arkansas
321. Blue Eye (AR), City of, Arkansas
322. Blue Mountain (AR), City of, Arkansas
323. Bluff City (AR), City of, Arkansas
324. Blytheville (AR), City of, Arkansas
325. Bodcaw (AR), City of, Arkansas
326. Bonanza (AR), City of, Arkansas
327. Bono (AR), City of, Arkansas
328. Boone (AR), County of, Arkansas
329. Booneville (AR), City of, Arkansas
330. Bradford (AR), City of, Arkansas
331. Bradley (AR), City of, Arkansas
332. Bradley (AR), County of, Arkansas
333. Branch (AR), City of, Arkansas
334. Briarcliff (AR), City of, Arkansas
335. Brinkley (AR), City of, Arkansas
336. Brookland (AR), City of, Arkansas
337. Bryant (AR), City of, Arkansas
338. Buckner (AR), City of, Arkansas
339. Bull Shoals (AR), City of, Arkansas
340. Burdette (AR), City of, Arkansas
341. Cabot (AR), City of, Arkansas
342. Caddo Valley (AR), City of, Arkansas
343. Caldwell (AR), City of, Arkansas
344. Cale (AR), City of, Arkansas
345. Calhoun (AR), County of, Arkansas
346. Calico Rock (AR), City of, Arkansas
347. Calion (AR), City of, Arkansas
348. Camden (AR), City of, Arkansas
349. Cammack Village (AR), City of, Arkansas
350. Campbell Station (AR), City of, Arkansas
351. Caraway (AR), City of, Arkansas
352. Carlisle (AR), City of, Arkansas
353. Carroll (AR), County of, Arkansas
354. Carthage (AR), City of, Arkansas
355. Casa (AR), City of, Arkansas
356. Cash (AR), City of, Arkansas
357. Caulksville (AR), City of, Arkansas
358. Cave City (AR), City of, Arkansas
359. Cave Springs (AR), City of, Arkansas
360. Cedarville (AR), City of, Arkansas
361. Centerton (AR), City of, Arkansas

362. Central City (AR), City of, Arkansas
363. Charleston (AR), City of, Arkansas
364. Cherokee Village (AR), City of, Arkansas
365. Cherry Valley (AR), City of, Arkansas
366. Chester (AR), City of, Arkansas
367. Chicot (AR), County of, Arkansas
368. Chidester (AR), City of, Arkansas
369. Clarendon (AR), City of, Arkansas
370. Clark (AR), County of, Arkansas
371. Clarksville (AR), City of, Arkansas
372. Clay (AR), County of, Arkansas
373. Cleburne (AR), County of, Arkansas
374. Cleveland (AR), County of, Arkansas
375. Clinton (AR), City of, Arkansas
376. Coal Hill (AR), City of, Arkansas
377. Colt (AR), City of, Arkansas
378. Columbia (AR), County of, Arkansas
379. Concord (AR), City of, Arkansas
380. Conway (AR), City of, Arkansas
381. Conway (AR), County of, Arkansas
382. Corning (AR), City of, Arkansas
383. Cotter (AR), City of, Arkansas
384. Cotton Plant (AR), City of, Arkansas
385. Cove (AR), City of, Arkansas
386. Coy (AR), City of, Arkansas
387. Craighead (AR), County of, Arkansas
388. Crawford (AR), County of, Arkansas
389. Crawfordsville (AR), City of, Arkansas
390. Crittenden (AR), County of, Arkansas
391. Cross (AR), County of, Arkansas
392. Crossett (AR), City of, Arkansas
393. Cushman (AR), City of, Arkansas
394. Daisy (AR), City of, Arkansas
395. Dallas (AR), County of, Arkansas
396. Damascus (AR), City of, Arkansas
397. Danville (AR), City of, Arkansas
398. Dardanelle (AR), City of, Arkansas
399. Datto (AR), City of, Arkansas
400. De Queen (AR), City of, Arkansas
401. Decatur (AR), City of, Arkansas
402. Delaplaine (AR), City of, Arkansas
403. Delight (AR), City of, Arkansas
404. Dell (AR), City of, Arkansas
405. Denning (AR), City of, Arkansas
406. Dermott (AR), City of, Arkansas
407. Des Arc (AR), City of, Arkansas
408. Desha (AR), County of, Arkansas
409. Devalls Bluff (AR), City of, Arkansas
410. Dewitt (AR), City of, Arkansas
411. Diamond City (AR), City of, Arkansas
412. Diaz (AR), City of, Arkansas
413. Dierks (AR), City of, Arkansas
414. Donaldson (AR), City of, Arkansas
415. Dover (AR), City of, Arkansas
416. Dumas (AR), City of, Arkansas
417. Dyer (AR), City of, Arkansas
418. Dyess (AR), City of, Arkansas
419. Earle (AR), City of, Arkansas
420. East Camden (AR), City of, Arkansas
421. Edmondson (AR), City of, Arkansas
422. Egypt (AR), City of, Arkansas
423. El Dorado (AR), City of, Arkansas
424. Elaine (AR), City of, Arkansas
425. Elkins (AR), City of, Arkansas
426. Elm Springs (AR), City of, Arkansas
427. Emerson (AR), City of, Arkansas
428. Emmet (AR), City of, Arkansas
429. England (AR), City of, Arkansas
430. Enola (AR), City of, Arkansas
431. Etowah (AR), City of, Arkansas
432. Eudora (AR), City of, Arkansas
433. Eureka Springs (AR), City of, Arkansas
434. Evening Shade (AR), City of, Arkansas
435. Everton (AR), City of, Arkansas
436. Fairfield Bay (AR), City of, Arkansas
437. Fargo (AR), City of, Arkansas
438. Farmington (AR), City of, Arkansas
439. Faulkner (AR), County of, Arkansas
440. Felsenthal (AR), City of, Arkansas
441. Fifty-Six (AR), City of, Arkansas
442. Fisher (AR), City of, Arkansas
443. Flippin (AR), City of, Arkansas
444. Fordyce (AR), City of, Arkansas
445. Foreman (AR), City of, Arkansas
446. Forrest City (AR), City of, Arkansas
447. Fort Smith (AR), City of, Arkansas
448. Fouke (AR), City of, Arkansas
449. Fountain Hill (AR), City of, Arkansas
450. Fountain Lake (AR), City of, Arkansas
451. Fourche (AR), City of, Arkansas
452. Franklin (AR), City of, Arkansas
453. Friendship (AR), City of, Arkansas
454. Fulton (AR), City of, Arkansas
455. Fulton (AR), County of, Arkansas
456. Garfield (AR), City of, Arkansas
457. Garland (AR), City of, Arkansas
458. Garland (AR), County of, Arkansas
459. Garner (AR), City of, Arkansas
460. Gassville (AR), City of, Arkansas
461. Gateway (AR), City of, Arkansas
462. Gentry (AR), City of, Arkansas
463. Georgetown (AR), City of, Arkansas
464. Gilbert (AR), City of, Arkansas
465. Gillett (AR), City of, Arkansas
466. Gillham (AR), City of, Arkansas
467. Gilmore (AR), City of, Arkansas

468.	Glenwood (AR), City of, Arkansas	520.	Hot Spring (AR), County of, Arkansas
469.	Goshen (AR), City of, Arkansas	521.	Hot Springs (AR), City of, Arkansas
470.	Gosnell (AR), City of, Arkansas	522.	Houston (AR), City of, Arkansas
471.	Gould (AR), City of, Arkansas	523.	Howard (AR), County of, Arkansas
472.	Grady (AR), City of, Arkansas	524.	Hoxie (AR), City of, Arkansas
473.	Grannis (AR), City of, Arkansas	525.	Hughes (AR), City of, Arkansas
474.	Grant (AR), County of, Arkansas	526.	Humnoke (AR), City of, Arkansas
475.	Gravette (AR), City of, Arkansas	527.	Humphrey (AR), City of, Arkansas
476.	Green Forest (AR), City of, Arkansas	528.	Hunter (AR), City of, Arkansas
477.	Greenbrier (AR), City of, Arkansas	529.	Huntington (AR), City of, Arkansas
478.	Greene (AR), County of, Arkansas	530.	Huntsville (AR), City of, Arkansas
479.	Greenland (AR), City of, Arkansas	531.	Huttig (AR), City of, Arkansas
480.	Greenway (AR), City of, Arkansas	532.	Imboden (AR), City of, Arkansas
481.	Greenwood (AR), City of, Arkansas	533.	Independence (AR), County of, Arkansas
482.	Greers Ferry (AR), City of, Arkansas	534.	Izard (AR), County of, Arkansas
483.	Griffithville (AR), City of, Arkansas	535.	Jackson (AR), County of, Arkansas
484.	Grubbs (AR), City of, Arkansas	536.	Jacksonport (AR), City of, Arkansas
485.	Guion (AR), City of, Arkansas	537.	Jacksonville (AR), City of, Arkansas
486.	Gum Springs (AR), City of, Arkansas	538.	Jasper (AR), City of, Arkansas
487.	Gurdon (AR), City of, Arkansas	539.	Jefferson (AR), County of, Arkansas
488.	Guy (AR), City of, Arkansas	540.	Jennette (AR), City of, Arkansas
489.	Hackett (AR), City of, Arkansas	541.	Jericho (AR), City of, Arkansas
490.	Hamburg (AR), City of, Arkansas	542.	Jerome (AR), City of, Arkansas
491.	Hampton (AR), City of, Arkansas	543.	Johnson (AR), City of, Arkansas
492.	Hardy (AR), City of, Arkansas	544.	Johnson (AR), County of, Arkansas
493.	Harrell (AR), City of, Arkansas	545.	Joiner (AR), City of, Arkansas
494.	Harrisburg (AR), City of, Arkansas	546.	Jonesboro (AR), City of, Arkansas
495.	Harrison (AR), City of, Arkansas	547.	Judsonia (AR), City of, Arkansas
496.	Hartford (AR), City of, Arkansas	548.	Junction City (AR), City of, Arkansas
497.	Hartman (AR), City of, Arkansas	549.	Keiser (AR), City of, Arkansas
498.	Haskell (AR), City of, Arkansas	550.	Kensett (AR), City of, Arkansas
499.	Hatfield (AR), City of, Arkansas	551.	Kibler (AR), City of, Arkansas
500.	Havana (AR), City of, Arkansas	552.	Kingsland (AR), City of, Arkansas
501.	Haynes (AR), City of, Arkansas	553.	Knobel (AR), City of, Arkansas
502.	Hazen (AR), City of, Arkansas	554.	Knoxville (AR), City of, Arkansas
503.	Heber Springs (AR), City of, Arkansas	555.	La Grange (AR), City of, Arkansas
504.	Hector (AR), City of, Arkansas	556.	Lafayette (AR), County of, Arkansas
505.	Helena - West Helena (AR), City of, Arkansas	557.	Lafe (AR), City of, Arkansas
506.	Hempstead (AR), County of, Arkansas	558.	Lake City (AR), City of, Arkansas
507.	Hermitage (AR), City of, Arkansas	559.	Lake View (AR), City of, Arkansas
508.	Hickory Ridge (AR), City of, Arkansas	560.	Lake Village (AR), City of, Arkansas
509.	Higden (AR), City of, Arkansas	561.	Lakeview (AR), City of, Arkansas
510.	Higginson (AR), City of, Arkansas	562.	Lamar (AR), City of, Arkansas
511.	Highfill (AR), City of, Arkansas	563.	Lavaca (AR), City of, Arkansas
512.	Highland (AR), City of, Arkansas	564.	Leachville (AR), City of, Arkansas
513.	Hindsville (AR), City of, Arkansas	565.	Lead Hill (AR), City of, Arkansas
514.	Holland (AR), City of, Arkansas	566.	Lee (AR), County of, Arkansas
515.	Holly Grove (AR), City of, Arkansas	567.	Leola (AR), City of, Arkansas
516.	Hope (AR), City of, Arkansas	568.	Lepanto (AR), City of, Arkansas
517.	Horatio (AR), City of, Arkansas	569.	Leslie (AR), City of, Arkansas
518.	Horseshoe Bend (AR), City of, Arkansas	570.	Lewisville (AR), City of, Arkansas
519.	Horseshoe Lake (AR), City of, Arkansas	571.	Lincoln (AR), City of, Arkansas
		572.	Lincoln (AR), County of, Arkansas

573. Little Flock (AR), City of, Arkansas
574. Little River (AR), County of, Arkansas
575. Little Rock (AR), City of, Arkansas
576. Lockesburg (AR), City of, Arkansas
577. Logan (AR), County of, Arkansas
578. London (AR), City of, Arkansas
579. Lonoke (AR), City of, Arkansas
580. Lonoke (AR), County of, Arkansas
581. Louann (AR), City of, Arkansas
582. Luxora (AR), City of, Arkansas
583. Lynn (AR), City of, Arkansas
584. Madison (AR), City of, Arkansas
585. Madison (AR), County of, Arkansas
586. Magazine (AR), City of, Arkansas
587. Magness (AR), City of, Arkansas
588. Magnolia (AR), City of, Arkansas
589. Malvern (AR), City of, Arkansas
590. Mammoth Spring (AR), City of, Arkansas
591. Manila (AR), City of, Arkansas
592. Mansfield (AR), City of, Arkansas
593. Marianna (AR), City of, Arkansas
594. Marie (AR), City of, Arkansas
595. Marion (AR), City of, Arkansas
596. Marion (AR), County of, Arkansas
597. Marked Tree (AR), City of, Arkansas
598. Marmaduke (AR), City of, Arkansas
599. Marvell (AR), City of, Arkansas
600. Maumelle (AR), City of, Arkansas
601. Mayflower (AR), City of, Arkansas
602. Maynard (AR), City of, Arkansas
603. McCaskill (AR), City of, Arkansas
604. McCrae (AR), City of, Arkansas
605. McCrory (AR), City of, Arkansas
606. McDougal (AR), City of, Arkansas
607. McGehee (AR), City of, Arkansas
608. McNab (AR), City of, Arkansas
609. Melbourne (AR), City of, Arkansas
610. Mena (AR), City of, Arkansas
611. Menifee (AR), City of, Arkansas
612. Midland (AR), City of, Arkansas
613. Miller (AR), County of, Arkansas
614. Mineral Springs (AR), City of, Arkansas
615. Minturn (AR), City of, Arkansas
616. Mississippi (AR), County of, Arkansas
617. Mitchellville (AR), City of, Arkansas
618. Monette (AR), City of, Arkansas
619. Monroe (AR), County of, Arkansas
620. Montgomery (AR), County of, Arkansas
621. Monticello (AR), City of, Arkansas
622. Montrose (AR), City of, Arkansas
623. Moorefield (AR), City of, Arkansas
624. Moro (AR), City of, Arkansas
625. Morrilton (AR), City of, Arkansas
626. Morrison Bluff (AR), City of, Arkansas
627. Mount Ida (AR), City of, Arkansas
628. Mount Pleasant (AR), City of, Arkansas
629. Mount Vernon (AR), City of, Arkansas
630. Mountain Home (AR), City of, Arkansas
631. Mountain Pine (AR), City of, Arkansas
632. Mountainburg (AR), City of, Arkansas
633. Mulberry (AR), City of, Arkansas
634. Murfreesboro (AR), City of, Arkansas
635. Nashville (AR), City of, Arkansas
636. Nevada (AR), County of, Arkansas
637. Newark (AR), City of, Arkansas
638. Newport (AR), City of, Arkansas
639. Newton (AR), County of, Arkansas
640. Norfolk (AR), City of, Arkansas
641. Norman (AR), City of, Arkansas
642. Norphlet (AR), City of, Arkansas
643. North Little Rock (AR), City of, Arkansas
644. Oak Grove (AR), City of, Arkansas
645. Oak Grove Heights (AR), City of, Arkansas
646. Oakhaven (AR), City of, Arkansas
647. Oden (AR), City of, Arkansas
648. Ogden (AR), City of, Arkansas
649. Oil Trough (AR), City of, Arkansas
650. O'Kean (AR), City of, Arkansas
651. Okolona (AR), City of, Arkansas
652. Ola (AR), City of, Arkansas
653. Omaha (AR), City of, Arkansas
654. Oppelo (AR), City of, Arkansas
655. Osceola (AR), City of, Arkansas
656. Ouachita (AR), County of, Arkansas
657. Oxford (AR), City of, Arkansas
658. Ozan (AR), City of, Arkansas
659. Ozark (AR), City of, Arkansas
660. Palestine (AR), City of, Arkansas
661. Pangburn (AR), City of, Arkansas
662. Paragould (AR), City of, Arkansas
663. Paris (AR), City of, Arkansas
664. Parkdale (AR), City of, Arkansas
665. Parkin (AR), City of, Arkansas
666. Patmos (AR), City of, Arkansas
667. Patterson (AR), City of, Arkansas
668. Pea Ridge (AR), City of, Arkansas
669. Peach Orchard (AR), City of, Arkansas
670. Perla (AR), City of, Arkansas
671. Perry (AR), City of, Arkansas
672. Perry (AR), County of, Arkansas
673. Perrytown (AR), City of, Arkansas
674. Perryville (AR), City of, Arkansas
675. Phillips (AR), County of, Arkansas
676. Piggott (AR), City of, Arkansas
677. Pike (AR), County of, Arkansas

678.	Pindall (AR), City of, Arkansas	731.	Sheridan (AR), City of, Arkansas
679.	Pine Bluff (AR), City of, Arkansas	732.	Sherrill (AR), City of, Arkansas
680.	Pineville (AR), City of, Arkansas	733.	Sherwood (AR), City of, Arkansas
681.	Plainview (AR), City of, Arkansas	734.	Shirley (AR), City of, Arkansas
682.	Pleasant Plains (AR), City of, Arkansas	735.	Sidney (AR), City of, Arkansas
683.	Plumerville (AR), City of, Arkansas	736.	Siloam Springs (AR), City of, Arkansas
684.	Pocahontas (AR), City of, Arkansas	737.	Smackover (AR), City of, Arkansas
685.	Poinsett (AR), County of, Arkansas	738.	Smithville (AR), City of, Arkansas
686.	Polk (AR), County of, Arkansas	739.	South Lead Hill (AR), City of, Arkansas
687.	Pollard (AR), City of, Arkansas	740.	Sparkman (AR), City of, Arkansas
688.	Pope (AR), County of, Arkansas	741.	Springdale (AR), City of, Arkansas
689.	Portia (AR), City of, Arkansas	742.	Springtown (AR), City of, Arkansas
690.	Portland (AR), City of, Arkansas	743.	St. Charles (AR), City of, Arkansas
691.	Pottsville (AR), City of, Arkansas	744.	St. Francis (AR), City of, Arkansas
692.	Powhatan (AR), City of, Arkansas	745.	St. Francis (AR), County of, Arkansas
693.	Poyen (AR), City of, Arkansas	746.	St. Joe (AR), City of, Arkansas
694.	Prairie (AR), County of, Arkansas	747.	St. Paul (AR), City of, Arkansas
695.	Prairie Grove (AR), City of, Arkansas	748.	Stamps (AR), City of, Arkansas
696.	Prattsville (AR), City of, Arkansas	749.	Star City (AR), City of, Arkansas
697.	Prescott (AR), City of, Arkansas	750.	Stephens (AR), City of, Arkansas
698.	Pulaski (AR), County of, Arkansas	751.	Stone (AR), County of, Arkansas
699.	Pyatt (AR), City of, Arkansas	752.	Strawberry (AR), City of, Arkansas
700.	Quitman (AR), City of, Arkansas	753.	Strong (AR), City of, Arkansas
701.	Randolph (AR), County of, Arkansas	754.	Stuttgart (AR), City of, Arkansas
702.	Ratcliff (AR), City of, Arkansas	755.	Subiaco (AR), City of, Arkansas
703.	Ravenden (AR), City of, Arkansas	756.	Success (AR), City of, Arkansas
704.	Ravenden Springs (AR), City of, Arkansas	757.	Sulphur Rock (AR), City of, Arkansas
705.	Rector (AR), City of, Arkansas	758.	Sulphur Springs (AR), City of, Arkansas
706.	Redfield (AR), City of, Arkansas	759.	Summit (AR), City of, Arkansas
707.	Reed (AR), City of, Arkansas	760.	Sunset (AR), City of, Arkansas
708.	Reyno (AR), City of, Arkansas	761.	Swifton (AR), City of, Arkansas
709.	Rison (AR), City of, Arkansas	762.	Taylor (AR), City of, Arkansas
710.	Rockport (AR), City of, Arkansas	763.	Texarkana (AR), City of, Arkansas
711.	Roe (AR), City of, Arkansas	764.	Thornton (AR), City of, Arkansas
712.	Rogers (AR), City of, Arkansas	765.	Tillar (AR), City of, Arkansas
713.	Rondo (AR), City of, Arkansas	766.	Tinsman (AR), City of, Arkansas
714.	Rose Bud (AR), City of, Arkansas	767.	Tollette (AR), City of, Arkansas
715.	Rosston (AR), City of, Arkansas	768.	Tontitown (AR), City of, Arkansas
716.	Rudy (AR), City of, Arkansas	769.	Traskwood (AR), City of, Arkansas
717.	Russell (AR), City of, Arkansas	770.	Trumann (AR), City of, Arkansas
718.	Russellville (AR), City of, Arkansas	771.	Tuckerman (AR), City of, Arkansas
719.	Salem (AR), City of, Arkansas	772.	Tull (AR), City of, Arkansas
720.	Salesville (AR), City of, Arkansas	773.	Tupelo (AR), City of, Arkansas
721.	Saline (AR), County of, Arkansas	774.	Turrell (AR), City of, Arkansas
722.	Scott (AR), County of, Arkansas	775.	Twin Groves (AR), City of, Arkansas
723.	Scranton (AR), City of, Arkansas	776.	Tyronza (AR), City of, Arkansas
724.	Searcy (AR), City of, Arkansas	777.	Ulm (AR), City of, Arkansas
725.	Searcy (AR), County of, Arkansas	778.	Union (AR), County of, Arkansas
726.	Sebastian (AR), County of, Arkansas	779.	Valley Springs (AR), City of, Arkansas
727.	Sedgwick (AR), City of, Arkansas	780.	Van Buren (AR), City of, Arkansas
728.	Sevier (AR), County of, Arkansas	781.	Van Buren (AR), County of, Arkansas
729.	Shannon Hills (AR), City of, Arkansas	782.	Vandervoort (AR), City of, Arkansas
730.	Sharp (AR), County of, Arkansas	783.	Victoria (AR), City of, Arkansas

784. Vilonia (AR), City of, Arkansas
785. Viola (AR), City of, Arkansas
786. Wabbaseka (AR), City of, Arkansas
787. Waldenburg (AR), City of, Arkansas
788. Waldo (AR), City of, Arkansas
789. Waldron (AR), County of, Arkansas
790. Walnut Ridge (AR), City of, Arkansas
791. Ward (AR), City of, Arkansas
792. Warren (AR), City of, Arkansas
793. Washington (AR), City of, Arkansas
794. Washington (AR), County of, Arkansas
795. Watson (AR), City of, Arkansas
796. Weiner (AR), City of, Arkansas
797. Weldon (AR), City of, Arkansas
798. West Fork (AR), City of, Arkansas
799. West Memphis (AR), City of, Arkansas
800. West Point (AR), City of, Arkansas
801. Western Grove (AR), City of, Arkansas
802. Wheatley (AR), City of, Arkansas
803. Whelen Springs (AR), City of, Arkansas
804. White (AR), County of, Arkansas
805. White Hall (AR), City of, Arkansas
806. Wickes (AR), City of, Arkansas
807. Widener (AR), City of, Arkansas
808. Wiederkehr Village (AR), City of, Arkansas
809. Williford (AR), City of, Arkansas
810. Willisville (AR), City of, Arkansas
811. Wilmar (AR), City of, Arkansas
812. Wilmot (AR), City of, Arkansas
813. Wilson (AR), City of, Arkansas
814. Wilton (AR), City of, Arkansas
815. Winchester (AR), City of, Arkansas
816. Winslow (AR), City of, Arkansas
817. Winthrop (AR), City of, Arkansas
818. Woodruff (AR), County of, Arkansas
819. Wooster (AR), City of, Arkansas
820. Wrightsville (AR), City of, Arkansas
821. Wynne (AR), City of, Arkansas
822. Yell (AR), County of, Arkansas
823. Yellville (AR), City of, Arkansas
824. Zinc (AR), City of, Arkansas
825. Alameda (CA), County of, California
826. Amador (CA), County of, California
827. Anaheim (CA), City of, California
828. Butte (CA), County of, California
829. Calaveras (CA), County of, California
830. Chico (CA), City of, California
831. Chula Vista (CA), City of, California
832. Clearlake (CA), City of, California
833. Contra Costa (CA), County of, California
834. Costa Mesa (CA), City of, California
835. Del Norte (CA), County of, California
836. Downey Unified School District (CA), California
837. Dublin (CA), City of, California
838. El Dorado (CA), County of, California
839. El Monte (CA), City of, California
840. Elk Grove Unified School District (CA), California
841. Encinitas (CA), City of, California
842. Eureka (CA), City of, California
843. Fresno (CA), County of, California
844. Fullerton (CA), City of, California
845. Glenn (CA), County of, California
846. Health Plan of San Joaquin (CA), California
847. Humboldt (CA), County of, California
848. Huntington Beach (CA), City of, California
849. Imperial (CA), County of, California
850. Inland Empire Health Plan (CA), California
851. Inyo (CA), County of, California
852. Irvine (CA), City of, California
853. Kern (CA), County of, California
854. Kern High School District (CA), California
855. La Habra (CA), City of, California
856. La Mesa (CA), City of, California
857. Laguna Beach (CA), City of, California
858. Lakeport (CA), City of, California
859. Lassen (CA), County of, California
860. Los Angeles (CA), City of, California
861. Los Angeles County (CA), Local Initiative Health Authority
862. Los Angeles County o/a L.A. Care Health Plan (CA), Local Initiative Health Authority
863. Madera (CA), County of, California
864. Marin (CA), County of, California
865. Mariposa (CA), County of, California
866. Mendocino (CA), County of, California
867. Merced (CA), County of, California
868. Modoc (CA), County of, California
869. Mono (CA), County of, California
870. Monterey (CA), County of, California
871. Montezuma (CA), Fire Protection District, California
872. Murrieta (CA), City of, California
873. Napa (CA), County of, California
874. Nevada (CA), County of, California
875. Oxnard (CA), City of, California
876. Placentia (CA), City of, California
877. Placer (CA), County of, California
878. Plumas (CA), County of, California
879. Riverside (CA), County of, California
880. Sacramento (CA), City of, California
881. Sacramento (CA), County of, California

882. San Benito (CA), County of, California
883. San Bernardino (CA), County of, California
884. San Clemente (CA), City of, California
885. San Diego (CA), City of, California
886. San Diego (CA), County of, California
887. San Francisco (CA), City of, California
888. San Joaquin (CA), County of, California
889. San Jose (CA), City of, California
890. San Luis Obispo (CA), County of, California
891. San Mateo (CA), County of, California
892. Santa Ana (CA), City of, California
893. Santa Barbara (CA), County of, California
894. Santa Barbara San Luis Obispo Regional Heath Authority, d/b/a Central Hospital (CA), California
895. Santa Cruz (CA), County of, California
896. Shasta (CA), County of, California
897. Siskiyou (CA), County of, California
898. Sonoma (CA), County of, California
899. Stockton (CA), City of, California
900. Sutter (CA), County of, California
901. Tehama (CA), County of, California
902. Trinity (CA), County of, California
903. Tulare (CA), County of, California
904. Tuolumne (CA), County of, California
905. Ventura (CA), County of, California
906. Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (CA), California
907. Westminster (CA), City of, California
908. Yolo (CA), County of, California
909. Yuba (CA), County of, California
910. Adams (CO), County of (Board of Commissioners), Colorado
911. Alamosa (CO), City of, Colorado
912. Alamosa (CO), County of, Colorado
913. Arapahoe (CO), County of (Board of Commissioners), Colorado
914. Aurora (CO), City of, Colorado
915. Black Hawk (CO), City of, Colorado
916. Boulder (CO), County of (Board of Commissioners), Colorado
917. Brighton (CO), City of, Colorado
918. Broomfield (CO), City of, Colorado
919. Chaffee (CO), County of, Colorado
920. Commerce City (CO), City of, Colorado
921. Conejos (CO), County of, Colorado
922. Crowley (CO), County of, Colorado
923. Denver (CO), City of, Colorado
924. Federal Heights (CO), City of, Colorado
925. Fremont (CO), County of (Board of Commissioners), Colorado
926. Greeley (CO), City of, Colorado
927. Hudson (CO), City of, Colorado
928. Huerfano (CO), County of, Colorado
929. Jefferson (CO), County of (Board of Commissioners), Colorado
930. Lakewood (CO), City of, Colorado
931. Larimer (CO), County of (Board of Commissioners), Colorado
932. Las Animas (CO), County of, Colorado
933. Mesa (CO), County of (Board of Commissioners), Colorado
934. Mesa County Valley School District 51 (CO), Colorado
935. Northglenn (CO), City of, Colorado
936. Otero (CO), County of, Colorado
937. Pueblo (CO), County of, Colorado
938. Sheridan (CO), City of, Colorado
939. Teller (CO), County of (Board of Commissioners), Colorado
940. Thornton (CO), City of, Colorado
941. Tri-County Health Department (CO), Colorado
942. Westminster (CO), City of, Colorado
943. Wheat Ridge (CO), City of, Colorado
944. Ansonia (CT), City of, Connecticut
945. Beacon Falls (CT), Town of, Connecticut
946. Berlin (CT), Town of, Connecticut
947. Bethlehem (CT), Town of, Connecticut
948. Bridgeport (CT), City of, Connecticut
949. Bristol (CT), City of, Connecticut
950. Coventry (CT), Town of, Connecticut
951. Danbury (CT), City of, Connecticut
952. Derby (CT), City of, Connecticut
953. East Hartford (CT), Town of, Connecticut
954. Enfield (CT), Town of, Connecticut
955. Fairfield (CT), Town of, Connecticut
956. Middlebury (CT), Town of, Connecticut
957. Middletown (CT), City of, Connecticut
958. Milford (CT), City of, Connecticut
959. Monroe (CT), Town of, Connecticut
960. Naugatuck (CT), Borough of, Connecticut
961. New London (CT), City of, Connecticut
962. New Milford (CT), Town of, Connecticut
963. Newtown (CT), Town of, Connecticut
964. North Haven (CT), Town of, Connecticut
965. Norwalk (CT), City of, Connecticut
966. Norwich (CT), City of, Connecticut
967. Oxford (CT), Town of, Connecticut
968. Prospect (CT), Town of, Connecticut
969. Roxbury (CT), Town of, Connecticut
970. Seymour (CT), Town of, Connecticut

971. Shelton (CT), City of, Connecticut
972. Southbury (CT), Town of, Connecticut
973. Southington (CT), Town of, Connecticut
974. Stratford (CT), Town of, Connecticut
975. Thomaston (CT), Town of, Connecticut
976. Tolland (CT), Town of, Connecticut
977. Torrington (CT), City of, Connecticut
978. Wallingford (CT), Town of, Connecticut
979. Waterbury (CT), City of, Connecticut
980. West Haven (CT), City of, Connecticut
981. Wethersfield (CT), Town of, Connecticut
982. Windham (CT), Town of, Connecticut
983. Wolcott (CT), Town of, Connecticut
984. Woodbury (CT), Town of, Connecticut
985. Dover (DE), City of, Delaware
986. Kent (DE), County of, Delaware
987. Seaford (DE), City of, Delaware
988. Sussex (DE), County of, Delaware
989. Alachua (FL), County of, Florida
990. Apopka (FL), City of, Florida
991. Bay (FL), County of, Florida
992. Bradenton (FL), City of, Florida
993. Bradford (FL), County of, Florida
994. Brevard (FL), County of, Florida
995. Broward (FL), County of, Florida
996. Calhoun (FL), County of, Florida
997. Clay (FL), County of, Florida
998. Clearwater (FL), City of, Florida
999. Coconut Creek (FL), City of, Florida
1000. Coral Gables (FL), City of, Florida
1001. Coral Springs (FL), City of, Florida
1002. Daytona Beach (FL), City of, Florida
1003. Daytona Beach Shores (FL), City of, Florida
1004. Deerfield Beach (FL), City of, Florida
1005. Delray Beach (FL), City of, Florida
1006. Deltona (FL), City of, Florida
1007. Dixie (FL), County of, Florida
1008. Eatonville (FL), Town of, Florida
1009. Escambia (FL), County of, Florida
1010. Florida City (FL), City of, Florida
1011. Fort Lauderdale (FL), City of, Florida
1012. Fort Pierce (FL), City of, Florida
1013. Gilchrist (FL), County of, Florida
1014. Gulf (FL), County of, Florida
1015. Halifax Hospital Medical Center (FL), Florida
1016. Hallandale Beach (FL), City of, Florida
1017. Hamilton (FL), County of, Florida
1018. Hernando (FL), County of, Florida
1019. Hillsborough (FL), County of, Florida
1020. Holmes (FL), County of, Florida
1021. Homestead (FL), City of, Florida
1022. Jackson (FL), County of, Florida
1023. Jacksonville (FL), City of, Florida
1024. Lake (FL), County of, Florida
1025. Lauderhill (FL), City of, Florida
1026. Lee (FL), County of, Florida
1027. Lee Memorial Health System, d/b/a Lee Health (FL), Florida
1028. Leon (FL), County of, Florida
1029. Levy (FL), County of, Florida
1030. Lynn Haven (FL), City of, Florida
1031. Manatee (FL), County of, Florida
1032. Marion (FL), County of, Florida
1033. Miami (FL), City of, Florida
1034. Miami Gardens (FL), City of, Florida
1035. Miami-Dade (FL), County of, Florida
1036. Miami-Dade (FL), School Board of, Florida
1037. Miramar (FL), City of, Florida
1038. Monroe (FL), County of (County Commission), Florida
1039. New Port Richey (FL), City of, Florida
1040. Niceville, City of (FL), Florida
1041. North Broward Hospital District (FL), Florida
1042. North Miami (FL), City of, Florida
1043. Ocala (FL), City of, Florida
1044. Ocoee (FL), City of, Florida
1045. Okaloosa (FL), County of, Florida
1046. Orange (FL), County of, Florida
1047. Orlando (FL), City of, Florida
1048. Ormond Beach (FL), City of, Florida
1049. Osceola (FL), County of, Florida
1050. Oviedo (FL), City of, Florida
1051. Palatka (FL), City of, Florida
1052. Palm Bay (FL), City of, Florida
1053. Palm Beach (FL), County of, Florida
1054. Palmetto (FL), City of, Florida
1055. Panama City (FL), City of, Florida
1056. Pasco (FL), County of, Florida
1057. Pembroke Pines (FL), City of, Florida
1058. Pensacola (FL), City of, Florida
1059. Pinellas (FL), County of, Florida
1060. Pinellas Park (FL), City of, Florida
1061. Polk (FL), County of, Florida
1062. Pompano Beach (FL), City of, Florida
1063. Port St. Lucie (FL), City of, Florida
1064. Putnam (FL), County of, Florida
1065. Sanford (FL), City of, Florida
1066. Santa Rosa (FL), County of, Florida
1067. Sarasota (FL), City of, Florida
1068. Sarasota (FL), County of, Florida

1069. Sarasota County Public Hospital District d/b/a Memorial Healthcare System, Inc. (FL), Florida
1070. Seminole (FL), County of, Florida
1071. St. Augustine (FL), City of, Florida
1072. St. Johns (FL), County of, Florida
1073. St. Lucie (FL), County of, Florida
1074. St. Petersburg (FL), City of, Florida
1075. Stuart (FL), City of, Florida
1076. Suwannee (FL), County of, Florida
1077. Sweetwater (FL), City of, Florida
1078. Tallahassee (FL), City of, Florida
1079. Tampa (FL), City of, Florida
1080. Taylor (FL), County of, Florida
1081. Union (FL), County of, Florida
1082. Volusia (FL), County of, Florida
1083. Walton (FL), County of, Florida
1084. Washington (FL), County of, Florida
1085. West Volusia Hospital Authority (FL), Florida
1086. Adel (GA), City of, Georgia
1087. Advantage Behavioral Health Systems (GA), Georgia
1088. Albany (GA), City of, Georgia
1089. Albany Area Community Service Board d/b/a Aspire Behavioral Health & Developmental Disability Services (GA), Georgia
1090. Alma (GA), City of, Georgia
1091. Appling (GA), County of, Georgia
1092. Appling (GA), County of (County Sheriff Mark Melton), Georgia
1093. Arlington (GA), City of, Georgia
1094. Athens-Clarke County (GA), The Unified Government of, Georgia
1095. Atkinson (GA), County of, Georgia
1096. Atlanta (GA), City of, Georgia
1097. Augusta (GA), City of; Augusta (GA), County of, Georgia
1098. Bacon (GA), County of, Georgia
1099. Bainbridge (GA), City of, Georgia
1100. Baldwin (GA), County of (Sheriff William C. Massee, Jr.), Georgia
1101. Banks (GA), County of, Georgia
1102. Bartow (GA), County of, Georgia
1103. Ben Hill (GA), County of, Georgia
1104. Berrien (GA), County of, Georgia
1105. Bibb (GA), County of (Sheriff David J. Davis), Georgia
1106. Bibb County School District (GA), Georgia
1107. Blackshear (GA), City of, Georgia
1108. Blakely (GA), City of, Georgia
1109. Brantley (GA), County of, Georgia
1110. Brooks (GA), County of, Georgia
1111. Brunswick (GA), City of, Georgia
1112. Bulloch (GA), County of, Georgia
1113. Burke (GA), County of, Georgia
1114. Butts (GA), County of, Georgia
1115. Camden (GA), County of, Georgia
1116. Candler (GA), County of, Georgia
1117. Candler County (GA), Hospital Authority, Georgia
1118. Carroll (GA), County of, Georgia
1119. Cartersville (GA), City of, Georgia
1120. Catoosa (GA), County of, Georgia
1121. Charlton (GA), County of, Georgia
1122. Chatham (GA), County of, Georgia
1123. Chatham County Hospital Authority (GA), Georgia
1124. Chattooga (GA), County of, Georgia
1125. Cherokee (GA), County of, Georgia
1126. Clay (GA), County of, Georgia
1127. Clayton (GA), County of, Georgia
1128. Clayton Community MH/SA/DS Service Board (GA), Georgia
1129. Clinch (GA), County of, Georgia
1130. Clinch County (GA) Hospital Authority, Georgia
1131. Cobb (GA) County of, Georgia
1132. Cobb County Community Service Board (GA), Georgia
1133. Coffee (GA), County of (Sheriff Doyle T. Wooten), Georgia
1134. Columbia (GA), County of, Georgia
1135. Columbus (GA), City of, Georgia
1136. Community Mental Health Center of East Central Georgia d/b/a Serenity Behavioral Health Systems (GA), Georgia
1137. Community Service Board of Middle Georgia (GA), Georgia
1138. Cook (GA), County of, Georgia
1139. Crawford (GA), County of (Sheriff Lewis S. Walker), Georgia
1140. Crisp (GA), County of, Georgia
1141. Crisp (GA), County of (Sheriff H.W. Hancock), Georgia
1142. Dade (GA), County of, Georgia
1143. Damascus (GA), City of, Georgia
1144. Dawson (GA), City of, Georgia
1145. Dawson (GA), County of, Georgia
1146. Decatur (GA), County of, Georgia
1147. DeKalb (GA) County of, Georgia
1148. Demorest (GA), City of, Georgia
1149. Dodge County Hospital Authority d/b/a Dodge County Hospital (GA), Georgia
1150. Dooly (GA), County of, Georgia

1151. Doraville (GA), City of, Georgia
1152. Dougherty (GA), County of, Georgia
1153. Douglas (GA), County of, Georgia
1154. Dunwoody (GA), City of, Georgia
1155. Early (GA), County of, Georgia
1156. Echols (GA), County of, Georgia
1157. Effingham (GA), County of, Georgia
1158. Elbert (GA), County of, Georgia
1159. Emanuel (GA), County of, Georgia
1160. Evans (GA), County of, Georgia
1161. Evans Memorial Hospital, Inc. (GA), Georgia
1162. Fannin (GA), County of, Georgia
1163. Fayette (GA), County of, Georgia
1164. Fitzgerald (GA), City of, Georgia
1165. Floyd (GA), County of, Georgia
1166. Forsyth (GA), County of, Georgia
1167. Fulton (GA), County of, Georgia
1168. Gainesville (GA), City of, Georgia
1169. Gateway Community Service Board (GA), Georgia
1170. Georgia Mountains Community Services d/b/a Avita Community Partners (GA), Georgia
1171. Georgia Pines Community Service Board (GA), Georgia
1172. Glascock (GA), County of, Georgia
1173. Glynn (GA), County of, Georgia
1174. Glynn (GA), County of (Sheriff E. Neal Jump), Georgia
1175. Grady (GA), County of, Georgia
1176. Greene (GA), County of, Georgia
1177. Gwinnett (GA), County of, Georgia
1178. Habersham (GA), County of, Georgia
1179. Habersham County Medical Center (GA), Georgia
1180. Hall (GA), County of, Georgia
1181. Hancock (GA), County of, Georgia
1182. Harris (GA), County of (Sheriff Mike Jolley), Georgia
1183. Heard (GA), County of, Georgia
1184. Henry (GA), County of, Georgia
1185. Highland Rivers Community Service Board d/b/a Highland Rivers Health (GA), Georgia
1186. Hospital Authority of Bainbridge and Decatur County (GA), Georgia
1187. Hospital Authority of Baxley and Appling County (GA), Georgia
1188. Hospital Authority of Bleckley County (GA) d/b/a Bleckley Memorial Hospital, Georgia
1189. Houston (GA), County of, Georgia
1190. Houston (GA), County of (Sheriff Cullen Talton), Georgia
1191. Irwin (GA), County of, Georgia
1192. Jackson (GA), County of, Georgia
1193. Jasper (GA), County of, Georgia
1194. Jeff Davis (GA), County of, Georgia
1195. Jeff Davis (GA), County of (Sheriff Preston Bohannon), Georgia
1196. Jefferson (GA), County of, Georgia
1197. Johnson (GA), County of, Georgia
1198. Jones (GA), County of, Georgia
1199. Jones (GA), County of (Sheriff R.N. Butch Reece), Georgia
1200. Lakeland (GA), City of, Georgia
1201. Lanier (GA), County of, Georgia
1202. Laurens (GA), County of, Georgia
1203. Laurens (GA), County of (Sheriff Larry H. Dean), Georgia
1204. Lee (GA), County of, Georgia
1205. Liberty (GA), County of, Georgia
1206. Lincoln (GA), County of, Georgia
1207. Long (GA), County of, Georgia
1208. Lookout Mountain Community Service Board (GA), Georgia
1209. Lowndes (GA), County of, Georgia
1210. Lumpkin (GA), County of, Georgia
1211. Macon (GA), County of, Georgia
1212. Macon-Bibb County (GA), Unified Government of, Georgia
1213. Madison (GA), County of, Georgia
1214. McDuffie (GA), County of, Georgia
1215. McIntosh (GA), County of, Georgia
1216. Meriwether (GA), County of, Georgia
1217. Meriwether (GA), County of (Sheriff Chuck Smith), Georgia
1218. Middle Flint Area Community Service Board d/b/a Middle Flint Behavioral Healthcare (GA), Georgia
1219. Milledgeville (GA), City of, Georgia
1220. Monroe (GA), County of, Georgia
1221. Montgomery (GA), County of, Georgia
1222. Murray (GA), County of (Sheriff Gary Langford), Georgia
1223. Nashville (GA), City of, Georgia
1224. New Horizons Community Service Board (GA), Georgia
1225. Newton (GA), County of, Georgia
1226. Oconee (GA), County of, Georgia
1227. Oconee (GA), County of (Sheriff Scott R. Berry), Georgia
1228. Oglethorpe (GA), County of, Georgia
1229. Peach (GA), County of, Georgia

1230. Peach (GA), County of (Sheriff Terry Deese), Georgia
1231. Pierce (GA), County of, Georgia
1232. Pierce (GA), County of (Sheriff Ramsey Bennett), Georgia
1233. Pike (GA), County of, Georgia
1234. Pineland Behavioral Health and Developmental Disabilities CSB (GA), Georgia
1235. Polk (GA), County of, Georgia
1236. Pooler (GA), City of, Georgia
1237. Pulaski (GA), County of, Georgia
1238. Rabun (GA), County of, Georgia
1239. Randolph (GA), County of, Georgia
1240. Richmond Hill (GA), City of, Georgia
1241. River Edge Behavioral Health (GA), Georgia
1242. Rockdale (GA), County of, Georgia
1243. Rome (GA), City of, Georgia
1244. Sandy Springs (GA), City of, Georgia
1245. Satilla Community Services d/b/a Unison Behavioral Health (GA), Georgia
1246. Savannah (GA), City of, Georgia
1247. Schley (GA), County of, Georgia
1248. Screven (GA), County of, Georgia
1249. Screven (GA), County of (Sheriff Mike Kile), Georgia
1250. Seminole (GA), County of, Georgia
1251. Spalding (GA), County of, Georgia
1252. Springfield (GA), City of, Georgia
1253. Stephens (GA), County of, Georgia
1254. Sumter (GA), County of, Georgia
1255. Taliaferro (GA), County of, Georgia
1256. Tattnall (GA), County of, Georgia
1257. Telfair (GA), County of (Sheriff Chris Steverson), Georgia
1258. Tift (GA), County of (Sheriff Gene Scarbrough), Georgia
1259. Tifton (GA), City of, Georgia
1260. Toombs (GA), County of, Georgia
1261. Towns (GA), County of, Georgia
1262. Troup (GA), County of, Georgia
1263. Twiggs (GA), County of, Georgia
1264. Union (GA), County of, Georgia
1265. Valdosta and Lowndes County (GA), Hospital Authority of d/b/a South Georgia Medical Center, Georgia
1266. Walton (GA), County of, Georgia
1267. Ware (GA), County of (Sheriff Randy F. Royal), Georgia
1268. Warren (GA), County of, Georgia
1269. Warwick (GA), City of, Georgia
1270. Washington (GA), County of, Georgia
1271. Wayne (GA), County of, Georgia
1272. Wayne (GA), County of (Sheriff John G. Carter), Georgia
1273. Wayne County (GA), Hospital Authority, Georgia
1274. Whitfield (GA), County of, Georgia
1275. Wilcox (GA), County of, Georgia
1276. Wilkes (GA), County of, Georgia
1277. Wilkinson (GA), County of, Georgia
1278. Woodbury (GA), City of, Georgia
1279. Worth (GA), County of, Georgia
1280. Hawaii (HI), County of, Hawaii
1281. Kaua'i (HI), County of, Hawaii
1282. Ada (ID), County of, Idaho
1283. Adams (ID), County of, Idaho
1284. Bannock (ID), County of, Idaho
1285. Bingham (ID), County of, Idaho
1286. Blaine (ID), County of, Idaho
1287. Boise (ID), City of, Idaho
1288. Boise (ID), County of, Idaho
1289. Bonneville (ID), County of, Idaho
1290. Camas (ID), County of, Idaho
1291. Canyon (ID), County of, Idaho
1292. Caribou (ID), County of, Idaho
1293. Cassia (ID), County of, Idaho
1294. Chubbuck (ID), City of, Idaho
1295. Elmore (ID), County of, Idaho
1296. Gooding (ID), County of, Idaho
1297. Latah (ID), County of, Idaho
1298. Minidoka (ID), County of, Idaho
1299. Owyhee (ID), County of, Idaho
1300. Payette (ID), County of, Idaho
1301. Pocatello (ID), City of, Idaho
1302. Preston (ID), City of, Idaho
1303. Twin Falls (ID), City of, Idaho
1304. Twin Falls (ID), County of, Idaho
1305. Addison (IL), Village of, Illinois
1306. Alexander (IL), County of, Illinois
1307. Anna (IL), City of, Illinois
1308. Anna Hospital Corporation d/b/a Union County Hospital (IL), Illinois
1309. Bedford Park (IL), Village of, Illinois
1310. Bellwood (IL), Village of, Illinois
1311. Bensenville (IL), Village of, Illinois
1312. Benton (IL), City of, Illinois
1313. Berkeley (IL), Village of, Illinois
1314. Berwyn (IL), City of, Illinois
1315. Board of Education of East Aurora, School District 131 (IL), Illinois
1316. Board of Education of Joliet Township High School, District 204 (IL), Illinois

1317. Board of Education of Thornton Fractional Township High Schools, District 215 (IL), Illinois
1318. Board of Education of Thornton Township High Schools, District 205 (IL), Illinois
1319. Bolingbrook (IL), Village of, Illinois
1320. Bond (IL), County of, Illinois
1321. Bridgeview (IL), Village of, Illinois
1322. Broadview (IL), Village of, Illinois
1323. Burbank (IL), City of, Illinois
1324. Bureau (IL), County of, Illinois
1325. Calhoun (IL), County of, Illinois
1326. Carbondale (IL), City of, Illinois
1327. Chicago (IL), Board of Education, School District No. 299, Illinois
1328. Chicago (IL), City of, Illinois
1329. Chicago Heights (IL), City of, Illinois
1330. Chicago Ridge (IL), Village of, Illinois
1331. Christian (IL), County of, Illinois
1332. Coles (IL), County of, Illinois
1333. Cook (IL), County of, Illinois
1334. Countryside (IL), City of, Illinois
1335. Dekalb (IL), County of, Illinois
1336. Dolton (IL), Village of, Illinois
1337. DuPage (IL), County of, Illinois
1338. Edwards (IL), County of, Illinois
1339. Effingham (IL), County of, Illinois
1340. Evergreen Park (IL), Village of, Illinois
1341. Forest Park (IL), Village of, Illinois
1342. Franklin (IL), County of, Illinois
1343. Franklin Park (IL), Village of, Illinois
1344. Gallatin (IL), County of, Illinois
1345. Granite City (IL), City of, Illinois
1346. Hamilton (IL), County of, Illinois
1347. Hardin (IL) County of, Illinois
1348. Harrisburg (IL), City of, Illinois
1349. Harvey (IL), City of, Illinois
1350. Harwood Heights (IL), Village of, Illinois
1351. Henry (IL), County of, Illinois
1352. Herrin (IL), City of, Illinois
1353. Hillside (IL), Village of, Illinois
1354. Hodgkins (IL), Village of, Illinois
1355. Hoffman Estates (IL), Village of, Illinois
1356. Jasper (IL), County of, Illinois
1357. Jefferson (IL), County of, Illinois
1358. Jersey (IL), County of, Illinois
1359. Johnson (IL), County of, Illinois
1360. Kane (IL), County of, Illinois
1361. Kankakee (IL), City of, Illinois
1362. Kendall (IL), County of, Illinois
1363. La Grange Park (IL), Village of, Illinois
1364. Lake (IL), County of, Illinois
1365. LaSalle (IL), County of, Illinois
1366. Lawrence (IL), County of, Illinois
1367. Lee (IL), County of, Illinois
1368. Livingston (IL), County of, Illinois
1369. Lyons (IL), Township of, Illinois
1370. Lyons (IL), Village of, Illinois
1371. Macoupin (IL), County of, Illinois
1372. Marion (IL), City of, Illinois
1373. Marion (IL), County of, Illinois
1374. Massac (IL), County of, Illinois
1375. Massac Memorial, LLC d/b/a Massac Memorial Hospital (IL), Illinois
1376. Maywood (IL), Village of, Illinois
1377. McCook (IL), Village of, Illinois
1378. McHenry (IL), County of, Illinois
1379. McLean (IL), County of, Illinois
1380. Melrose Park (IL), Village of, Illinois
1381. Merrionette Park (IL), Village of, Illinois
1382. Metropolis (IL), City of, Illinois
1383. North Riverside (IL), Village of, Illinois
1384. Northlake (IL), City of, Illinois
1385. Oak Lawn (IL), Village of, Illinois
1386. Oak Park (IL), Village of, Illinois
1387. Orland Fire Protection District (IL), Illinois
1388. Orland Park (IL), Village of, Illinois
1389. Palos Heights (IL), City of, Illinois
1390. Palos Hills (IL), City of, Illinois
1391. Pekin (IL), City of, Illinois
1392. Peoria (IL), City of, Illinois
1393. Piatt (IL), County of, Illinois
1394. Posen (IL), Village of, Illinois
1395. Princeton (IL), City of, Illinois
1396. Pulaski (IL), County of, Illinois
1397. River Forest (IL), Village of, Illinois
1398. River Grove (IL), Village of, Illinois
1399. Riverside (IL), Village of, Illinois
1400. Rockford (IL), City of, Illinois
1401. Saline (IL), County of, Illinois
1402. Sangamon (IL), County of, Illinois
1403. Schiller Park (IL), Village of, Illinois
1404. Schuyler (IL), County of, Illinois
1405. Sesser (IL), City of, Illinois
1406. Shelby (IL), County of, Illinois
1407. St. Clair (IL), County of, Illinois
1408. Stone Park (IL), Village of, Illinois
1409. Streator (IL), City of, Illinois
1410. Summit (IL), Village of, Illinois
1411. Tinley Park (IL), Village of, Illinois
1412. Union (IL), County of, Illinois
1413. Wabash (IL), County of, Illinois
1414. Washington (IL), County of, Illinois
1415. Waukegan Community Unit School District (IL), Illinois
1416. West Frankfort (IL), City of, Illinois

1417. West Franklin (IL), County of (Central Dispatch), Illinois
1418. White (IL), County of, Illinois
1419. Will (IL), County of, Illinois
1420. Williamson (IL), County of, Illinois
1421. Winnebago (IL), County of, Illinois
1422. Alexandria (IN), City of, Indiana
1423. Allen (IN), County of (Board of Commissioners), Indiana
1424. Atlanta (IN), Town of, Indiana
1425. Austin (IN), City of, Indiana
1426. Beech Grove (IN), City of, Indiana
1427. Benton (IN), County of, Indiana
1428. Blackford (IN), County of, Indiana
1429. Bloomington (IN), City of, Indiana
1430. Brownstown (IN), Town of, Indiana
1431. Chandler (IN), Town of, Indiana
1432. Connersville (IN), City of, Indiana
1433. Danville (IN), Town of, Indiana
1434. Delaware (IN), County of, Indiana
1435. Elwood (IN), City of, Indiana
1436. Evansville (IN), City of, Indiana
1437. Fayette (IN), County of, Indiana
1438. Fishers (IN), City of, Indiana
1439. Fort Wayne (IN), City of, Indiana
1440. Fort Wayne Community Schools (IN), Indiana
1441. Franklin (IN), City of, Indiana
1442. Franklin (IN), County of (Board of Commissioners), Indiana
1443. Gary (IN), City of, Indiana
1444. Greenwood (IN), City of, Indiana
1445. Hammond (IN), City of, Indiana
1446. Harrison (IN), County of, Indiana
1447. Hartford (IN), City of, Indiana
1448. Howard (IN), County of, Indiana
1449. Huntington (IN), City of, Indiana
1450. Indianapolis (IN), City of, Indiana
1451. Jackson (IN), County of, Indiana
1452. Jasper (IN), City of, Indiana
1453. Jay (IN), County of, Indiana
1454. Jeffersonville (IN), City of, Indiana
1455. Jennings (IN), County of, Indiana
1456. Kokomo (IN), City of, Indiana
1457. Lafayette (IN), City of, Indiana
1458. Lake (IN), County of, Indiana
1459. LaPorte (IN), County of, Indiana
1460. Lawrence (IN), City of, Indiana
1461. Lawrence (IN), County of, Indiana
1462. Logansport (IN), City of, Indiana
1463. Madison (IN), City of, Indiana
1464. Madison (IN), County of, Indiana
1465. Marion (IN), County of, Indiana
1466. Marshall (IN), County of, Indiana
1467. Martinsville (IN), City of, Indiana
1468. Mishawaka (IN), City of, Indiana
1469. Monroe (IN), County of, Indiana
1470. Montpelier (IN), City of, Indiana
1471. Mooresville (IN), Town of, Indiana
1472. Morgan (IN), County of, Indiana
1473. Muncie (IN), City of, Indiana
1474. New Albany (IN), City of, Indiana
1475. New Castle (IN), City of, Indiana
1476. Noblesville (IN), City of, Indiana
1477. Orange (IN), County of, Indiana
1478. Pendleton (IN), Town of, Indiana
1479. Penn-Harris-Madison School Corporation (IN), Indiana
1480. Peru (IN), City of, Indiana
1481. Plainfield (IN), Town of, Indiana
1482. Porter (IN), County of, Indiana
1483. Portland (IN), City of, Indiana
1484. Pulaski (IN), County of, Indiana
1485. Richmond (IN), City of, Indiana
1486. Ripley (IN), County of, Indiana
1487. School City of Mishawaka (IN), Indiana
1488. Seymour (IN), City of, Indiana
1489. Shelbyville (IN), City of, Indiana
1490. Sheridan (IN), Town of, Indiana
1491. Smith-Green Community Schools (IN), Indiana
1492. South Bend (IN), City of, Indiana
1493. South Bend Community School Corporation (IN), Indiana
1494. St. Joseph (IN), County of, Indiana
1495. Starke (IN), County of, Indiana
1496. Terre Haute (IN), City of, Indiana
1497. Tippecanoe (IN), County of, Indiana
1498. Upland (IN), Town of, Indiana
1499. Vanderburgh (IN), County of, Indiana
1500. Vigo (IN), County of, Indiana
1501. West Lafayette (IN), City of, Indiana
1502. Westfield (IN) City of, Indiana
1503. Zionsville (IN), Town of, Indiana
1504. Adair (IA), County of, Iowa
1505. Adams (IA), County of, Iowa
1506. Allamakee (IA), County of, Iowa
1507. Appanoose (IA), County of, Iowa
1508. Audubon (IA), County of, Iowa
1509. Benton (IA), County of, Iowa
1510. Black Hawk (IA), County of, Iowa
1511. Bremer (IA), County of, Iowa
1512. Buchanan (IA), County of, Iowa
1513. Buena Vista (IA), County of, Iowa
1514. Calhoun (IA), County of, Iowa
1515. Carroll (IA), County of, Iowa

1516. Cedar (IA), County of, Iowa
1517. Cerro Gordo (IA), County of, Iowa
1518. Cherokee (IA), County of, Iowa
1519. Chickasaw (IA), County of, Iowa
1520. Clay (IA), County of, Iowa
1521. Clayton (IA), County of, Iowa
1522. Clinton (IA), County of, Iowa
1523. Dallas (IA), County of, Iowa
1524. Delaware (IA), County of, Iowa
1525. Des Moines (IA), County of, Iowa
1526. Emmet (IA), County of, Iowa
1527. Fayette (IA), County of, Iowa
1528. Fremont (IA), County of, Iowa
1529. Hamilton (IA), County of, Iowa
1530. Hancock (IA), County of, Iowa
1531. Hardin (IA), County of, Iowa
1532. Harrison (IA), County of, Iowa
1533. Henry (IA), County of, Iowa
1534. Howard (IA), County of, Iowa
1535. Humboldt (IA), County of, Iowa
1536. Ida (IA), County of, Iowa
1537. Jasper (IA), County of, Iowa
1538. Johnson (IA), County of, Iowa
1539. Jones (IA), County of, Iowa
1540. Keokuk (IA), County of, Iowa
1541. Lee (IA), County of, Iowa
1542. Lyon (IA), County of, Iowa
1543. Madison (IA), County of, Iowa
1544. Mahaska (IA), County of, Iowa
1545. Marion (IA), County of, Iowa
1546. Mills (IA), County of, Iowa
1547. Mitchell (IA), County of, Iowa
1548. Monroe (IA), County of, Iowa
1549. Montgomery (IA), County of, Iowa
1550. Muscatine (IA), County of, Iowa
1551. O'Brien (IA), County of, Iowa
1552. Osceola (IA), County of, Iowa
1553. Plymouth (IA), County of, Iowa
1554. Pocahontas (IA), County of, Iowa
1555. Polk (IA), County of, Iowa
1556. Pottawattamie (IA), County of, Iowa
1557. Poweshiek (IA), County of, Iowa
1558. Sac (IA), County of, Iowa
1559. Scott (IA), County of, Iowa
1560. Shelby (IA), County of, Iowa
1561. Sioux (IA), County of, Iowa
1562. Tama (IA), County of, Iowa
1563. Taylor (IA), County of, Iowa
1564. Union (IA), County of, Iowa
1565. Webster (IA), County of, Iowa
1566. Winnebago (IA), County of, Iowa
1567. Winneshiek (IA), County of, Iowa
1568. Worth (IA), County of, Iowa
1569. Wright (IA), County of, Iowa
1570. Allen (KS), County of (Board of Commissioners), Kansas
1571. Barber (KS), County of (Board of Commissioners), Kansas
1572. Bourbon (KS), County of, Kansas
1573. Cherokee (KS), County of (Board of Commissioners), Kansas
1574. Cowley (KS), County of (Board of Commissioners), Kansas
1575. Crawford (KS), County of (Board of Commissioners), Kansas
1576. Dickinson (KS), County of (Board of County Counselors), Kansas
1577. Elk (KS), County of (Board of Commissioners), Kansas
1578. Elkhardt (KS), City of, Kansas
1579. Finney (KS), County of (Board of Commissioners), Kansas
1580. Ford (KS), County of (Board of Commissioners), Kansas
1581. Grant (KS), County of (Board of Commissioners), Kansas
1582. Greenwood (KS), County of (Board of Commissioners), Kansas
1583. Harvey (KS) County of, Kansas
1584. Johnson (KS), County of, Kansas
1585. Leavenworth (KS), County of (Board of Commissioners), Kansas
1586. Manter (KS), City of, Kansas
1587. Meade (KS), County of (Board of Commissioners), Kansas
1588. Montgomery (KS), County of, Kansas
1589. Morton (KS), County of (Board of Commissioners), Kansas
1590. Neosho (KS), County of (Board of Commissioners), Kansas
1591. Overland Park (KS), City of, Kansas
1592. Pratt (KS), County of (Board of Commissioners), Kansas
1593. Reno (KS), County of, Kansas
1594. Sedgwick (KS), County of (Board of Commissioners), Kansas
1595. Seward (KS), County of (Board of Commissioners), Kansas
1596. Shawnee (KS), County of (Board of Commissioners), Kansas
1597. Stanton (KS), County of (Board of Commissioners), Kansas
1598. Ulysses (KS), City of, Kansas
1599. Wabaunsee (KS), County of (Board of Counsellors), Kansas
1600. Wichita (KS), City of, Kansas

1601. Wyandotte County - Kansas City (KS), Unified Government of, Kansas
1602. Adair (KY), County of (Fiscal Court), Kentucky
1603. Allen (KY), County of (Fiscal Court), Kentucky
1604. Anderson (KY), County of (Fiscal Court), Kentucky
1605. Ballard (KY), County of (Fiscal Court), Kentucky
1606. Bath (KY), County of (Fiscal Court), Kentucky
1607. Bell (KY), County of (Fiscal Court), Kentucky
1608. Bellefonte (KY), City of, Kentucky
1609. Benham (KY), City of, Kentucky
1610. Board of Education of Breathitt County Public Schools (KY), Kentucky
1611. Board of Education of Bullitt County Public Schools (KY), Kentucky
1612. Board of Education of Estill County Public Schools (KY), Kentucky
1613. Board of Education of Fayette County Public Schools (KY), Kentucky
1614. Board of Education of Harrison County Public Schools (KY), Kentucky
1615. Board of Education of Hart County Public Schools (KY), Kentucky
1616. Board of Education of Jefferson County Public Schools (KY), Kentucky
1617. Board of Education of Johnson County Public School District (KY), Kentucky
1618. Board of Education of LaRue County Public Schools (KY), Kentucky
1619. Board of Education of Lawrence County Public Schools (KY), Kentucky
1620. Board of Education of Martin County Public Schools (KY), Kentucky
1621. Board of Education of Menifee County Public Schools (KY), Kentucky
1622. Board of Education of Owsley County Public Schools (KY), Kentucky
1623. Board of Education of Wolfe County Public Schools (KY), Kentucky
1624. Boone (KY), County of (Fiscal Court), Kentucky
1625. Bourdon (KY), County of (Fiscal Court), Kentucky
1626. Boyd (KY), County of (Fiscal Court), Kentucky
1627. Boyle (KY), County of (Fiscal Court), Kentucky
1628. Bracken (KY), County of (Fiscal Court), Kentucky
1629. Breathitt (KY), County of (Fiscal Court), Kentucky
1630. Breckinridge (KY), County of (Fiscal Court), Kentucky
1631. Buckhorn (KY), City of, Kentucky
1632. Bullitt (KY), County of (Fiscal Court), Kentucky
1633. Caldwell (KY), County of (Fiscal Court), Kentucky
1634. Calloway (KY), County of (Fiscal Court), Kentucky
1635. Campbell (KY), County of (Fiscal Court), Kentucky
1636. Campbellsville (KY), City of, Kentucky
1637. Carlisle (KY), County of (Fiscal Court), Kentucky
1638. Carter (KY), County of (Fiscal Court), Kentucky
1639. Casey (KY), County of (Fiscal Court), Kentucky
1640. Christian (KY), County of (Fiscal Court), Kentucky
1641. Clark (KY), County of (Fiscal Court), Kentucky
1642. Clay (KY), County of (Fiscal Court), Kentucky
1643. Clinton (KY), County of (Fiscal Court), Kentucky
1644. Columbia (KY), City of, Kentucky
1645. Covington (KY), City of, Kentucky
1646. Cumberland (KY), County of (Fiscal Court), Kentucky
1647. Daviess (KY), County of (Fiscal Court), Kentucky
1648. Edmonson (KY), County of (Fiscal Court), Kentucky
1649. Elliott (KY), County of (Fiscal Court), Kentucky
1650. Estill (KY) County Emergency Medical Services, Kentucky
1651. Estill (KY), County of (Fiscal Court), Kentucky
1652. Fleming (KY), County of (Fiscal Court), Kentucky
1653. Florence (KY), City of, Kentucky
1654. Floyd (KY), County of (Fiscal Court), Kentucky
1655. Franklin (KY), County of (Fiscal Court), Kentucky
1656. Fulton (KY), County of (Fiscal Court), Kentucky

1657. Gallatin (KY), County of (Fiscal Court), Kentucky
1658. Garrard (KY), County of (Fiscal Court), Kentucky
1659. Grant (KY), County of (Fiscal Court), Kentucky
1660. Grayson (KY), City of, Kentucky
1661. Green (KY), County of (Fiscal Court), Kentucky
1662. Greenup (KY), City of, Kentucky
1663. Greenup (KY), County of (Fiscal Court), Kentucky
1664. Hancock (KY), County of (Fiscal Court), Kentucky
1665. Hardin (KY), County of (Fiscal Court), Kentucky
1666. Hardin Memorial Hospital (KY), Kentucky
1667. Harlan (KY), City of, Kentucky
1668. Harlan (KY), County of (Fiscal Court), Kentucky
1669. Harrison (KY), County of (Fiscal Court), Kentucky
1670. Hart (KY), County of (Fiscal Court), Kentucky
1671. Henderson (KY), City of, Kentucky
1672. Henderson (KY), County of (Fiscal Court), Kentucky
1673. Henry (KY), County of (Fiscal Court), Kentucky
1674. Hickman (KY), County of (Fiscal Court), Kentucky
1675. Hillview (KY), City of, Kentucky
1676. Hopkins (KY), County of (Fiscal Court), Kentucky
1677. Hyden (KY), City of, Kentucky
1678. Inez (KY), City of, Kentucky
1679. Jamestown (KY), City of, Kentucky
1680. Jenkins (KY), City of, Kentucky
1681. Jessamine (KY), County of (Fiscal Court), Kentucky
1682. Kenton (KY), County of (Fiscal Court), Kentucky
1683. Kentucky River District Health Department (KY), Kentucky
1684. Knott (KY), County of (Fiscal Court), Kentucky
1685. Knox (KY), County of (Fiscal Court), Kentucky
1686. Larue (KY), County of (Fiscal Court), Kentucky
1687. Laurel (KY), County of (Fiscal Court), Kentucky
1688. Lawrence (KY), County of (Fiscal Court), Kentucky
1689. Lee (KY), County of (Fiscal Court), Kentucky
1690. Leslie (KY), County of (Fiscal Court), Kentucky
1691. Letcher (KY), County of (Fiscal Court), Kentucky
1692. Lewis (KY), County of (Fiscal Court), Kentucky
1693. Lexington-Fayette County (KY), Urban Government of, Kentucky
1694. Lincoln (KY), County of (Fiscal Court), Kentucky
1695. Logan (KY), County of (Fiscal Court), Kentucky
1696. London (KY), City of, Kentucky
1697. Louisville/Jefferson County (KY), Metro Government of, Kentucky
1698. Loyall (KY), City of, Kentucky
1699. Lynch (KY), City of, Kentucky
1700. Madison (KY), County (Fiscal Court), Kentucky
1701. Manchester (KY), City of, Kentucky
1702. Marshall (KY), County of (Fiscal Court), Kentucky
1703. Martin (KY), County of (Fiscal Court), Kentucky
1704. Mason (KY), County of (Fiscal Court), Kentucky
1705. McCracken (KY), County of (Fiscal Court), Kentucky
1706. McLean (KY), County of (Fiscal Court), Kentucky
1707. Meade (KY), County of (Fiscal Court), Kentucky
1708. Mercer (KY), County of (Fiscal Court), Kentucky
1709. Monroe (KY), County of (Fiscal Court), Kentucky
1710. Montgomery (KY), County of (Fiscal Court), Kentucky
1711. Morehead (KY), City of, Kentucky
1712. Morgan (KY), County of (Fiscal Court), Kentucky
1713. Morganfield (KY), City of, Kentucky
1714. Mt. Washington (KY), City of, Kentucky
1715. Muhlenberg (KY), County of (Fiscal Court), Kentucky
1716. Murray (KY), City of, Kentucky
1717. Nicholas (KY), Count of (Fiscal Court), Kentucky

1718. Ohio (KY), County of (Fiscal Court), Kentucky
1719. Oldham (KY), County of (Fiscal Court), Kentucky
1720. Owen (KY), County of (Fiscal Court), Kentucky
1721. Owensboro (KY), City of, Kentucky
1722. Owsley (KY), County of (Fiscal Court), Kentucky
1723. Paducah (KY), City of, Kentucky
1724. Paintsville (KY), City of, Kentucky
1725. Pendleton (KY), County (Fiscal Court), Kentucky
1726. Perry (KY), County of (Fiscal Court), Kentucky
1727. Pike (KY), County of, Kentucky
1728. Pineville (KY), City of, Kentucky
1729. Pippa Passes (KY), City of, Kentucky
1730. Powell (KY), County of (Fiscal Court), Kentucky
1731. Prestonsburg (KY), City of, Kentucky
1732. Pulaski (KY), County of (Fiscal Court), Kentucky
1733. Rowan (KY), County of (Fiscal Court), Kentucky
1734. Russell (KY), City of, Kentucky
1735. Russell (KY), County of (Fiscal Court), Kentucky
1736. Russell Springs (KY), City of, Kentucky
1737. Scott (KY), County of (Fiscal Court), Kentucky
1738. Shelby (KY), County of (Fiscal Court), Kentucky
1739. Shepherdsville (KY), City of, Kentucky
1740. South Shore (KY), City of, Kentucky
1741. Spencer (KY), County of (Fiscal Court), Kentucky
1742. Taylor (KY), County of (Fiscal Court), Kentucky
1743. Taylor County Hospital District Health Facilities Corporation (KY), Kentucky
1744. Todd (KY), County of (Fiscal Court), Kentucky
1745. Union (KY), County of (Fiscal Court), Kentucky
1746. Vanceburg (KY), City of, Kentucky
1747. Warfield (KY), City of, Kentucky
1748. Warren (KY), County of, Kentucky
1749. Wayne (KY), County of (Fiscal Court), Kentucky
1750. Webster (KY), County of (Fiscal Court), Kentucky
1751. West Liberty (KY), City of, Kentucky
1752. Whitesburg (KY), City of, Kentucky
1753. Whitley (KY), County of, Kentucky
1754. Winchester (KY), City of, Kentucky
1755. Wolfe (KY), County of (Fiscal Court), Kentucky
1756. Woodford (KY), County of (Fiscal Court), Kentucky
1757. Worthington (KY), City of, Kentucky
1758. Acadia-St. Landry (LA) Hospital Service District d/b/a Acadia-St. Landry Hospital, Louisiana
1759. Alexandria (LA), City of, Louisiana
1760. Allen (LA), Parish of (Sheriff), Louisiana
1761. Ascension (LA), Parish of, Louisiana
1762. Ascension (LA), Parish of (Sheriff), Louisiana
1763. Ascension (LA), Parish School Board, Louisiana
1764. Assumption (LA), Parish of (Police Jury), Louisiana
1765. Assumption (LA), Parish of (Sheriff Leland Falcon), Louisiana
1766. Avoyelles (LA), Parish of (Police Jury), Louisiana
1767. Avoyelles (LA), Parish of (Sheriff), Louisiana
1768. Baldwin (LA), Town of, Louisiana
1769. Bastrop (LA), City of, Louisiana
1770. Baton Rouge (LA), City of, Louisiana
1771. Beauregard (LA), Parish of (Police Jury), Louisiana
1772. Benton (LA) Fire No. 4, Louisiana
1773. Berwick (LA), Town of, Louisiana
1774. Bienville (LA), Parish of, Louisiana
1775. Bogalusa (LA), City of, Louisiana
1776. Bossier (LA) Parish Emergency Medical Services Ambulance District, Louisiana
1777. Bossier (LA), City of, Louisiana
1778. Bossier (LA), Parish of, Louisiana
1779. Caddo (LA) Fire Protection District No. 1, Louisiana
1780. Caddo (LA), Parish of, Louisiana
1781. Calcasieu (LA), Parish of (Police Jury), Louisiana
1782. Calcasieu (LA), Parish of (Sheriff), Louisiana
1783. Caldwell (LA), Parish of, Louisiana
1784. Cameron (LA), Parish of, Louisiana
1785. Catahoula (LA), Parish of (Police Jury), Louisiana
1786. Catahoula (LA), Parish of (Sheriff Toney Edwards), Louisiana
1787. Claiborne (LA), Parish of, Louisiana

1788. Concordia (LA), Parish of, Louisiana
1789. Concordia (LA), Parish of (Sheriff Kenneth Hedrick), Louisiana
1790. Covington (LA), City of, Louisiana
1791. Delhi (LA), Town of, Louisiana
1792. Desoto (LA), Parish of, Louisiana
1793. DeSoto Fire Protection District No. 8 (LA), Louisiana
1794. Donaldsonville (LA), City of, Louisiana
1795. East Baton Rouge (LA), Parish of (Clerk of Court Office), Louisiana
1796. East Baton Rouge (LA), Parish of (Sheriff), Louisiana
1797. East Carroll (LA), Parish of (Police Jury), Louisiana
1798. East Carroll (LA), Parish of (Sheriff), Louisiana
1799. Eunice (LA), City of, Louisiana
1800. Evangeline (LA), Parish of (Police Jury), Louisiana
1801. Evangeline (LA), Parish of (Sheriff), Louisiana
1802. Ferriday (LA), Town of, Louisiana
1803. Franklin (LA), City of, Louisiana
1804. Franklin (LA), Parish of, Louisiana
1805. Gramercy (LA), Town of, Louisiana
1806. Grant (LA), Parish of (Police Jury), Louisiana
1807. Grant (LA), Parish of (Sheriff), Louisiana
1808. Gretna (LA), City of, Louisiana
1809. Hospital Service District No. 1 of The Parish of Avoyelles, State of Louisiana, d/b/a Bunkie General Hospital (LA), Louisiana
1810. Hospital Service District No. 1 of The Parish of LaSalle, State of Louisiana. d/b/a Hardtner Medical Center (LA), Louisiana
1811. Iberia (LA), Parish of, Louisiana
1812. Iberia (LA), Parish School Board of, Louisiana
1813. Iberville (LA), Parish of (Parish Council), Louisiana
1814. Jackson (LA), Parish of (Police Jury), Louisiana
1815. Jackson (LA), Parish of (Sheriff), Louisiana
1816. Jean Lafitte (LA), Town of, Louisiana
1817. Jefferson (LA), Parish of, Louisiana
1818. Jefferson (LA), Parish of (Coroner's Office), Louisiana
1819. Jefferson (LA), Parish of (Sheriff), Louisiana
1820. Jefferson Davis (LA), Parish of (Police Jury), Louisiana
1821. Jefferson Davis (LA), Parish of (Sheriff), Louisiana
1822. Jefferson Parish Hospital Service District 1 (LA), Louisiana
1823. Jefferson Parish Hospital Service District 2 (LA), Louisiana
1824. Kenner (LA), City of, Louisiana
1825. Lafayette (LA), Parish of (Sheriff), Louisiana
1826. Lafourche (LA), Parish of, Louisiana
1827. LaFourche Parish School Board (LA), Louisiana
1828. Lake Charles (LA), City of, Louisiana
1829. Lake Providence (LA), Town of, Louisiana
1830. LaSalle (LA), Parish of, Louisiana
1831. Lincoln (LA), Parish of (Sheriff), Louisiana
1832. Livingston (LA), Parish of, Louisiana
1833. Livingston (LA), Parish of (Sheriff), Louisiana
1834. Lutcher (LA), Town of, Louisiana
1835. Madisonville (LA), Town of, Louisiana
1836. Mandeville (LA), City of, Louisiana
1837. Monroe (LA), City of, Louisiana
1838. Morehouse (LA), Parish of (Police Jury), Louisiana
1839. Morehouse (LA), Parish of (Sheriff), Louisiana
1840. Morgan (LA), City of, Louisiana
1841. Natchitoches (LA), Parish of (Parish Council), Louisiana
1842. New Iberia (LA), City of, Louisiana
1843. New Orleans (LA), City of, Louisiana
1844. New Roads (LA), City of, Louisiana
1845. North Caddo (LA) Hospital Service District d/b/a North Caddo Medical Center, Louisiana
1846. Opelousas (LA), City of, Louisiana
1847. Opelousas (LA), General Hospital Authority, a Louisiana Public Trust d/b/a Opelousas General Health System, Louisiana
1848. Orleans (LA), Parish of (Sheriff), Louisiana
1849. Orleans Parish Hospital Service District - District A (LA), Louisiana
1850. Ouachita (LA), Parish of (Police Jury), Louisiana
1851. Ouachita (LA), Parish of (Sheriff), Louisiana
1852. Patterson (LA), City of, Louisiana

1853. Pearl River (LA), Town of, Louisiana
1854. Pineville (LA), City of, Louisiana
1855. Pointe Coupee (LA), Parish of (Policy Jury), Louisiana
1856. Pointe Coupee Parish (LA) Health Services District Number 1, Louisiana
1857. Rapides (LA), Parish of, Louisiana
1858. Rapides (LA), Parish of (Police Jury), Louisiana
1859. Red River (LA) Fire Protection District, Louisiana
1860. Red River (LA), Parish of, Louisiana
1861. Richland (LA), Parish of, Louisiana
1862. Richland (LA), Parish of (Sheriff), Louisiana
1863. Richwood (LA), Town of, Louisiana
1864. Sabine (LA), Parish of (Police Jury), Louisiana
1865. Sabine (LA), Parish of (Sheriff), Louisiana
1866. Shreveport (LA), City of, Louisiana
1867. Slidell (LA), City of, Louisiana
1868. St. Bernard (LA), Parish of, Louisiana
1869. St. Bernard (LA), Parish of (Coroner Dr. Bryan Bertucci), Louisiana
1870. St. Bernard (LA), Parish of (Sheriff), Louisiana
1871. St. Bernard Parish School Board (LA), Louisiana
1872. St. Charles (LA), Parish of, Louisiana
1873. St. Charles (LA), Parish of (Sheriff), Louisiana
1874. St. James (LA), Parish of, Louisiana
1875. St. James Parish School Board (LA), Louisiana
1876. St. John the Baptist (LA), Parish of, Louisiana
1877. St. Landry (LA), Parish of, Louisiana
1878. St. Landry (LA), Parish of (Sheriff), Louisiana
1879. St. Martin (LA), Parish of, Louisiana
1880. St. Martinville (LA), City of, Louisiana
1881. St. Mary (LA), Parish of, Louisiana
1882. St. Mary (LA), Parish of (Sheriff), Louisiana
1883. St. Mary (LA), Parish School Board of, Louisiana
1884. St. Tammany (LA) Fire Protection District No. 4, Louisiana
1885. St. Tammany (LA), Parish of, Louisiana
1886. St. Tammany (LA), Parish of (Coroner's Office), Louisiana
1887. St. Tammany (LA), Parish of (Sheriff), Louisiana
1888. St. Tammany Fire Protection District No. 1 (LA), Louisiana
1889. St. Tammany Fire Protection District No. 12 (LA), Louisiana
1890. St. Tammany Fire Protection District No. 13 (LA), Louisiana
1891. St. Tammany Fire Protection District No. 2 (LA), Louisiana
1892. St. Tammany Fire Protection District No. 3 (LA), Louisiana
1893. St. Tammany Fire Protection District No. 5 (LA), Louisiana
1894. Tensas (LA), Parish of (Sheriff), Louisiana
1895. Terrebonne (LA), Parish of, Louisiana
1896. Terrebonne (LA), Parish of (Sheriff), Louisiana
1897. Union (LA), Parish of, Louisiana
1898. Union (LA), Parish of (Sheriff), Louisiana
1899. Vermilion (LA), Parish of (Police Jury), Louisiana
1900. Vernon (LA), Parish of (Police Jury), Louisiana
1901. Vernon (LA), Parish of (Sheriff), Louisiana
1902. Washington (LA), Parish of, Louisiana
1903. Washington (LA), Parish of (Sheriff), Louisiana
1904. Webster (LA), Parish of, Louisiana
1905. West Ascension Parish (LA) Hospital Service District dba Prevost Memorial Hospital, Louisiana
1906. West Baton Rouge (LA) Fire Protection District No. 1, Louisiana
1907. West Baton Rouge (LA), Parish of, Louisiana
1908. West Carroll (LA), Parish of, Louisiana
1909. West Carroll (LA), Parish of (Police Jury), Louisiana
1910. West Monroe (LA), City of, Louisiana
1911. Westwego (LA), City of, Louisiana
1912. Winn (LA), Parish of (Police Jury), Louisiana
1913. Androscoggin (ME), County of, Maine
1914. Aroostook (ME), County of, Maine
1915. Auburn (ME), City of, Maine
1916. Augusta (ME), City of, Maine
1917. Bangor (ME), City of, Maine
1918. Biddeford (ME), City of, Maine
1919. Board of Education of Bangor School Department (ME), Maine
1920. Board of Education of Maine Regional School Unit 10 (ME), Maine
1921. Board of Education of Maine Regional School Unit 13 (ME), Maine

1922. Board of Education of Maine Regional School Unit 25 (ME), Maine
1923. Board of Education of Maine Regional School Unit 26 (ME), Maine
1924. Board of Education of Maine Regional School Unit 29 (ME), Maine
1925. Board of Education of Maine Regional School Unit 34 (ME), Maine
1926. Board of Education of Maine Regional School Unit 40 (ME), Maine
1927. Board of Education of Maine Regional School Unit 50 (ME), Maine
1928. Board of Education of Maine Regional School Unit 57 (ME), Maine
1929. Board of Education of Maine Regional School Unit 60 (ME), Maine
1930. Board of Education of Maine Regional School Unit 71 (ME), Maine
1931. Board of Education of Maine Regional School Unit 9 (ME), Maine
1932. Board of Education of Maine School Administrative District 11 (ME), Maine
1933. Board of Education of Maine School Administrative District 15 (ME), Maine
1934. Board of Education of Maine School Administrative District 28/Five Town Central School District (ME), Maine
1935. Board of Education of Maine School Administrative District 35 (ME), Maine
1936. Board of Education of Maine School Administrative District 44 (ME), Maine
1937. Board of Education of Maine School Administrative District 53 (ME), Maine
1938. Board of Education of Maine School Administrative District 55 (ME), Maine
1939. Board of Education of Maine School Administrative District 6 (ME), Maine
1940. Board of Education of Maine School Administrative District 61 (ME), Maine
1941. Board of Education of Maine School Administrative District 72 (ME), Maine
1942. Board of Education of Portland School Department (ME), Maine
1943. Board of Education of Scarborough School Department (ME), Maine
1944. Board of Education of South Portland School Department (ME), Maine
1945. Board of Education of St. George Municipal School District (ME), Maine
1946. Board of Education of Waterville School Department (ME), Maine
1947. Calais (ME), City of, Maine
1948. Cumberland (ME), County of, Maine
1949. Ellsworth School Department (ME), The Board of Education of, Maine
1950. Kennebec (ME), County of, Maine
1951. Knox (ME), County of, Maine
1952. Lewiston (ME), City of, Maine
1953. Lincoln (ME), County of, Maine
1954. Penobscot (ME), County of, Maine
1955. Portland (ME), City of, Maine
1956. Rockland (ME), City of, Maine
1957. Saco (ME), City of, Maine
1958. Sagadahoc (ME), County of, Maine
1959. Sanford (ME), City of, Maine
1960. Somerset (ME), County of, Maine
1961. Waldo (ME), County of, Maine
1962. Washington (ME), County of, Maine
1963. Waterville (ME), City of, Maine
1964. York (ME), County of, Maine
1965. Aberdeen (MD), City of, Maryland
1966. Allegany (MD), County of, Maryland
1967. Annapolis (MD), City of, Maryland
1968. Anne Arundel (MD), County of, Maryland
1969. Balitmore (MD), County of, Maryland
1970. Baltimore (MD), City of (Mayor and City Council), Maryland
1971. Baltimore City Board of School Commissioners (MD), Maryland
1972. Bel Air (MD), City of, Maryland
1973. Berlin (MD), City of, Maryland
1974. Bowie (MD), City of, Maryland
1975. Calvert (MD), County of (Commissioners), Maryland
1976. Cambridge (MD), City of, Maryland
1977. Caroline (MD), County of, Maryland
1978. Carroll (MD), County of (Board of Commissioners), Maryland
1979. Cecil (MD), County of, Maryland
1980. Charles (MD), County of (Commissioners), Maryland
1981. Charlestown (MD), City of, Maryland
1982. Cottage City (MD), Town of, Maryland
1983. Cumberland (MD), City of, Maryland
1984. Dorchester (MD), County of, Maryland
1985. Forest Heights (MD), Town of, Maryland
1986. Frederick (MD), City of, Maryland
1987. Frederick (MD), County of, Maryland
1988. Frostburg (MD) City of, Maryland
1989. Garrett (MD), County of, Maryland
1990. Grantsville (MD), City of, Maryland
1991. Hagerstown (MD), City of, Maryland
1992. Harford (MD) County of, Maryland
1993. Havre De Grace (MD), City of, Maryland
1994. Howard (MD), County of, Maryland
1995. Laurel (MD), City of, Maryland

1996. Montgomery (MD), County of, Maryland
1997. Mountain Lake Park (MD), City of, Maryland
1998. North Brentwood (MD), Town of, Maryland
1999. North East (MD), City of, Maryland
2000. Oakland (MD), City of, Maryland
2001. Perryville (MD), City of, Maryland
2002. Prince George's (MD), County of, Maryland
2003. Rockville (MD), City of (Mayor and Common Council), Maryland
2004. Seat Pleasant (MD), City of, Maryland
2005. Somerset (MD), County of, Maryland
2006. St. Mary's (MD), County of (Commissioners), Maryland
2007. Talbot (MD), County of, Maryland
2008. Upper Marlboro (MD), Town of, Maryland
2009. Vienna (MD), City of, Maryland
2010. Washington County (MD), County of (Board of Commissioners), Maryland
2011. Westminster (MD), City of (Mayor and Common Council), Maryland
2012. Wicomico (MD), County of, Maryland
2013. Acushnet (MA), Town of, Massachusetts
2014. Agawam (MA), Town of, Massachusetts
2015. Amesbury (MA), City of, Massachusetts
2016. Andover (MA), Town of, Massachusetts
2017. Aquinnah (MA), Town of, Massachusetts
2018. Athol (MA), Town of, Massachusetts
2019. Auburn (MA), Town of, Massachusetts
2020. Ayer (MA), Town of, Massachusetts
2021. Barnstable (MA), Town of, Massachusetts
2022. Belchertown (MA), Town of, Massachusetts
2023. Beverly (MA), City of, Massachusetts
2024. Billerica (MA), Town of, Massachusetts
2025. Boston (MA) Housing Authority, Massachusetts
2026. Boston (MA) Public Health Commission, Massachusetts
2027. Boston (MA), City of, Massachusetts
2028. Braintree (MA), Town of, Massachusetts
2029. Brewster (MA), Town of, Massachusetts
2030. Bridgewater (MA), Town of, Massachusetts
2031. Brockton (MA), City of, Massachusetts
2032. Brookline (MA), Town of, Massachusetts
2033. Cambridge (MA), City of, Massachusetts
2034. Canton (MA), Town of, Massachusetts
2035. Carver (MA), Town of, Massachusetts
2036. Charlton (MA), Town of, Massachusetts
2037. Chelmsford (MA), Town of, Massachusetts
2038. Chelsea (MA), City of, Massachusetts
2039. Chicopee (MA), City of, Massachusetts
2040. Clarksburg (MA), Town of, Massachusetts
2041. Clinton (MA), Town of, Massachusetts
2042. Danvers (MA), Town of, Massachusetts
2043. Dedham (MA), Town of, Massachusetts
2044. Dennis (MA), Town of, Massachusetts
2045. Douglas (MA), Town of, Massachusetts
2046. Dudley (MA), Town of, Massachusetts
2047. East Bridgewater (MA), Town of, Massachusetts
2048. Eastham (MA), Town of, Massachusetts
2049. Easthampton (MA), City of, Massachusetts
2050. Easton (MA), Town of, Massachusetts
2051. Everett (MA), City of, Massachusetts
2052. Fairhaven (MA), Town of, Massachusetts
2053. Fall River (MA), City of, Massachusetts
2054. Falmouth (MA), Town of, Massachusetts
2055. Fitchburg (MA), City of, Massachusetts
2056. Framingham (MA), City of, Massachusetts
2057. Freetown (MA), Town of, Massachusetts
2058. Georgetown (MA), Town of, Massachusetts
2059. Gloucester (MA), City of, Massachusetts
2060. Grafton (MA), Town of, Massachusetts
2061. Greenfield (MA), City of, Massachusetts
2062. Hanson (MA), Town of, Massachusetts
2063. Haverhill (MA), City of, Massachusetts
2064. Holliston (MA), Town of, Massachusetts
2065. Holyoke (MA), City of, Massachusetts
2066. Hopedale (MA), Town of, Massachusetts
2067. Hull (MA), Town of, Massachusetts
2068. Kingston (MA), Town of, Massachusetts
2069. Lakeville (MA), Town of, Massachusetts
2070. Leicester (MA), Town of, Massachusetts
2071. Leominster (MA), City of, Massachusetts
2072. Leverett (MA), Town of, Massachusetts
2073. Longmeadow (MA), Town of, Massachusetts
2074. Lowell (MA), City of, Massachusetts
2075. Ludlow (MA), Town of, Massachusetts
2076. Lunenburg (MA), Town of, Massachusetts
2077. Lynn (MA), City of, Massachusetts
2078. Lynnfield (MA), Town of, Massachusetts
2079. Malden (MA), City of, Massachusetts
2080. Marblehead (MA), Town of, Massachusetts
2081. Marshfield (MA), Town of, Massachusetts
2082. Mashpee (MA), Town of, Massachusetts
2083. Mattapoisett (MA), Town of, Massachusetts
2084. Medford (MA), City of, Massachusetts
2085. Melrose (MA), City of, Massachusetts
2086. Methuen (MA), City of, Massachusetts

2087. Middleborough (MA), Town of, Massachusetts
2088. Milford (MA), Town of, Massachusetts
2089. Millbury (MA), Town of, Massachusetts
2090. Millis (MA), Town of, Massachusetts
2091. Nantucket (MA), Town of, Massachusetts
2092. Natick (MA), Town of, Massachusetts
2093. New Bedford (MA), City of, Massachusetts
2094. Newburyport (MA), City of, Massachusetts
2095. North Adams (MA), City of, Massachusetts
2096. North Andover (MA), Town of, Massachusetts
2097. North Attleborough (MA), Town of, Massachusetts
2098. North Reading (MA), Town of, Massachusetts
2099. Northampton (MA), City of, Massachusetts
2100. Northbridge (MA), Town of, Massachusetts
2101. Norton (MA), Town of, Massachusetts
2102. Norwell (MA), Town of, Massachusetts
2103. Norwood (MA), Town of, Massachusetts
2104. Orange (MA), Town of, Massachusetts
2105. Oxford (MA), Town of, Massachusetts
2106. Palmer (MA), Town of, Massachusetts
2107. Peabody (MA), City of, Massachusetts
2108. Pembroke (MA), Town of, Massachusetts
2109. Pittsfield (MA), City of, Massachusetts
2110. Plainville (MA), Town of, Massachusetts
2111. Plymouth (MA), Town of, Massachusetts
2112. Provincetown (MA), Town of, Massachusetts
2113. Quincy (MA), City of, Massachusetts
2114. Randolph (MA), Town of, Massachusetts
2115. Rehoboth (MA), Town of, Massachusetts
2116. Revere (MA), City of, Massachusetts
2117. Rockland (MA), Town of, Massachusetts
2118. Salem (MA), City of, Massachusetts
2119. Salisbury (MA), Town of, Massachusetts
2120. Sandwich (MA), Town of, Massachusetts
2121. Scituate (MA), Town of, Massachusetts
2122. Seekonk (MA), Town of, Massachusetts
2123. Sheffield (MA), Town of, Massachusetts
2124. Shirley (MA), Town of, Massachusetts
2125. Somerset (MA), Town of, Massachusetts
2126. Somerville (MA), City of, Massachusetts
2127. South Hadley (MA), Town of, Massachusetts
2128. Southbridge (MA), Town of, Massachusetts
2129. Spencer (MA), Town of, Massachusetts
2130. Springfield (MA), City of, Massachusetts
2131. Stoneham (MA), Town of, Massachusetts
2132. Stoughton (MA), Town of, Massachusetts
2133. Sturbridge (MA), Town of, Massachusetts
2134. Sudbury (MA), Town of, Massachusetts
2135. Sutton (MA), Town of, Massachusetts
2136. Swampscott (MA), Town of, Massachusetts
2137. Templeton (MA), Town of, Massachusetts
2138. Tewksbury (MA), Town of, Massachusetts
2139. Truro (MA), Town of, Massachusetts
2140. Tyngsborough (MA), Town of, Massachusetts
2141. Upton (MA), Town of, Massachusetts
2142. Wakefield (MA), Town of, Massachusetts
2143. Walpole (MA), Town of, Massachusetts
2144. Ware (MA), Town of, Massachusetts
2145. Warren (MA), Town of, Massachusetts
2146. Watertown (MA), Town of, Massachusetts
2147. Wellfleet (MA), Town of, Massachusetts
2148. West Boylston (MA), Town of, Massachusetts
2149. West Bridgewater (MA), Town of, Massachusetts
2150. West Springfield (MA), Town of, Massachusetts
2151. West Tisbury (MA), Town of, Massachusetts
2152. Westborough (MA), Town of, Massachusetts
2153. Westford (MA), Town of, Massachusetts
2154. Weymouth (MA), Town of, Massachusetts
2155. Williamsburg (MA), Town of, Massachusetts
2156. Wilmington (MA), Town of, Massachusetts
2157. Winchendon (MA), Town of, Massachusetts
2158. Winthrop (MA), Town of, Massachusetts
2159. Woburn (MA), City of, Massachusetts
2160. Worcester (MA), City of, Massachusetts
2161. Alcona (MI), County of, Michigan
2162. Alger (MI), County of, Michigan
2163. Alpena (MI), County of, Michigan
2164. Antrim (MI), County of, Michigan
2165. Arenac (MI), County of, Michigan
2166. Baraga (MI), County of, Michigan
2167. Bay (MI), County of, Michigan
2168. Benzie (MI), County of, Michigan
2169. Berrien (MI), County of, Michigan
2170. Branch (MI), County of, Michigan
2171. Calhoun (MI), County of, Michigan
2172. Canton (MI), Charter Township of, Michigan
2173. Cass (MI), County of, Michigan
2174. Charlevoix (MI), County of, Michigan

2175. Cheboygan (MI), County of, Michigan
2176. Chippewa (MI), County of, Michigan
2177. Clinton (MI), Charter Township of, Michigan
2178. Clinton (MI), County of, Michigan
2179. Crawford (MI), County of, Michigan
2180. Delta (MI), County of, Michigan
2181. Detroit (MI), City of, Michigan
2182. Detroit Wayne (MI), Mental Health Authority, Michigan
2183. Dickinson (MI), County of, Michigan
2184. East Lansing (MI), City of, Michigan
2185. Eaton (MI), County of, Michigan
2186. Escanaba (MI), City of, Michigan
2187. Flint (MI), City of, Michigan
2188. Genesee (MI), County of, Michigan
2189. Grand Rapids (MI), City of, Michigan
2190. Grand Traverse (MI), County of, Michigan
2191. Gratiot (MI), County of, Michigan
2192. Harrison (MI), Charter Township of, Michigan
2193. Hillsdale (MI), County of, Michigan
2194. Houghton (MI), County of, Michigan
2195. Huron (MI), Township of, Michigan
2196. Ingham (MI), County of, Michigan
2197. Ionia (MI), County of, Michigan
2198. Iosco (MI), County of, Michigan
2199. Iron (MI), County of, Michigan
2200. Iron Mountain (MI), City of, Michigan
2201. Isabella (MI), County of, Michigan
2202. Jackson (MI), City of, Michigan
2203. Kalamazoo (MI), County of, Michigan
2204. Kent (MI), County of, Michigan
2205. Lake (MI), County of, Michigan
2206. Lansing (MI), City of, Michigan
2207. Leelanau (MI), County of, Michigan
2208. Lenawee (MI), County of, Michigan
2209. Livingston (MI), County of, Michigan
2210. Livonia (MI), City of, Michigan
2211. Luce (MI), County of, Michigan
2212. Macomb (MI), County of, Michigan
2213. Manistee (MI), County of, Michigan
2214. Marquette (MI), County of, Michigan
2215. Mason (MI), County of, Michigan
2216. Monroe (MI), County of, Michigan
2217. Montcalm, (MI) County of, Michigan
2218. Montmorency (MI), County of, Michigan
2219. Muskegon (MI), County of, Michigan
2220. Newaygo (MI), County of, Michigan
2221. Northville (MI), Township of, Michigan
2222. Oakland (MI), County of, Michigan
2223. Oceana (MI), County of, Michigan
2224. Ogemaw (MI), County of, Michigan
2225. Ontonagon (MI), County of, Michigan
2226. Osceola (MI), County of, Michigan
2227. Otsego (MI), County of, Michigan
2228. Pittsfield (MI), Charter Township of, Michigan
2229. Pontiac (MI), City of, Michigan
2230. Presque Isle (MI), County of, Michigan
2231. Romulus (MI), City of, Michigan
2232. Roscommon (MI), County of, Michigan
2233. Saginaw (MI), County of, Michigan
2234. Sanilac (MI), County of, Michigan
2235. Sault Ste. Marie (MI), City of, Michigan
2236. Shiawassee (MI), County of, Michigan
2237. St. Clair (MI), County of, Michigan
2238. Sterling Heights (MI), City of, Michigan
2239. Traverse City (MI), City of, Michigan
2240. Tuscola (MI), County of, Michigan
2241. Van Buren (MI), Township of, Michigan
2242. Warren (MI), City of, Michigan
2243. Washtenaw (MI), County of, Michigan
2244. Wayne (MI), City of, Michigan
2245. Wayne (MI), County of, Michigan
2246. Westland (MI), City of, Michigan
2247. Wexford (MI), County of, Michigan
2248. Anoka (MN), County of, Minnesota
2249. Beltrami (MN), County of, Minnesota
2250. Big Stone (MN), County of, Minnesota
2251. Board of Education of Minnetonka School District No. 276 (MN), Minnesota
2252. Carlton (MN), County of, Minnesota
2253. Carver (MN), County of, Minnesota
2254. Coon Rapids (MN), City of, Minnesota
2255. Dakota (MN), County of, Minnesota
2256. Douglas (MN), County of, Minnesota
2257. Duluth (MN), City of, Minnesota
2258. Freeborn (MN), County of, Minnesota
2259. Hennepin (MN), County of, Minnesota
2260. Itasca (MN), County of, Minnesota
2261. McLeod (MN), County of, Minnesota
2262. Meeker (MN), County of, Minnesota
2263. Minneapolis (MN), City of, Minnesota
2264. Minnesota Prairie Health Alliance (MN), Minnesota
2265. Morrison (MN), County of, Minnesota
2266. Mower (MN), County of, Minnesota
2267. North St. Paul (MN), City of, Minnesota
2268. Olmsted (MN), County of, Minnesota
2269. Pine (MN), County of, Minnesota
2270. Proctor (MN), City of, Minnesota
2271. Ramsey (MN), County of, Minnesota
2272. Rochester (MN), City of, Minnesota
2273. Roseau (MN), County of, Minnesota
2274. Saint Paul (MN), City of, Minnesota

2275. Sibley (MN), County of, Minnesota
2276. St. Louis (MN), County of, Minnesota
2277. Steele (MN), County of, Minnesota
2278. Waseca (MN), County of, Minnesota
2279. Washington (MN), County of, Minnesota
2280. Winona (MN), County of, Minnesota
2281. Wright (MN), County of, Minnesota
2282. Yellow Medicine (MN), County of, Minnesota
2283. Adams (MS), County of, Mississippi
2284. Amite (MS), County of, Mississippi
2285. Amory (MS), City of, Mississippi
2286. Arcola (MS), Town of, Mississippi
2287. Attala (MS), County of, Mississippi
2288. Benton (MS), County of, Mississippi
2289. Bolivar (MS), County of, Mississippi
2290. Brookhaven (MS), City of, Mississippi
2291. Caledonia (MS), Town of, Mississippi
2292. Carroll (MS), County of, Mississippi
2293. Charleston (MS), City of, Mississippi
2294. Chickasaw (MS), County of, Mississippi
2295. Claiborne (MS), County of, Mississippi
2296. Clarke (MS), County of, Mississippi
2297. Clarksdale (MS), City of, Mississippi
2298. Cleveland (MS), City of, Mississippi
2299. Columbia (MS), City of, Mississippi
2300. Columbus (MS), City of, Mississippi
2301. Community Hospital (MS), Sharkey-Issaquena, Mississippi
2302. Copiah (MS), County of, Mississippi
2303. Covington (MS), County of, Mississippi
2304. DeSoto (MS), County of, Mississippi
2305. Diamondhead (MS), City of, Mississippi
2306. Forrest (MS), County of, Mississippi
2307. Franklin (MS), County of, Mississippi
2308. Gautier (MS), City of, Mississippi
2309. George (MS), County of, Mississippi
2310. Greene (MS), County of, Mississippi
2311. Greenwood (MS), City of, Mississippi
2312. Grenada (MS), City of, Mississippi
2313. Grenada (MS), County of, Mississippi
2314. Gulfport (MS), City of, Mississippi
2315. Hancock (MS), County of, Mississippi
2316. Harrison (MS), County of, Mississippi
2317. Hattiesburg (MS), City of, Mississippi
2318. Hinds (MS), County of, Mississippi
2319. Holly Springs (MS), City of, Mississippi
2320. Holmes (MS), County of, Mississippi
2321. Humphreys (MS), County of, Mississippi
2322. Indianola (MS), City of, Mississippi
2323. Issaquena (MS), County of, Mississippi
2324. Itawamba (MS), County of, Mississippi
2325. Iuka (MS), City of, Mississippi
2326. Jackson (MS), City of, Mississippi
2327. Jackson (MS), County of, Mississippi
2328. Jefferson (MS), County of, Mississippi
2329. Jefferson Davis (MS), County of, Mississippi
2330. Jones (MS), County of, Mississippi
2331. Jonestown (MS), City of, Mississippi
2332. Kemper (MS), County of, Mississippi
2333. Kosciusko (MS), City of, Mississippi
2334. Lafayette (MS), County of, Mississippi
2335. Lauderdale (MS), County of, Mississippi
2336. Laurel (MS), City of, Mississippi
2337. Lawrence (MS), County of, Mississippi
2338. Leakesville (MS), Town of, Mississippi
2339. Lee (MS), County of, Mississippi
2340. Leflore (MS), County of, Mississippi
2341. Lincoln (MS), County of, Mississippi
2342. Long Beach (MS), City of, Mississippi
2343. Lumberton (MS), City of, Mississippi
2344. Madison (MS), County of, Mississippi
2345. Marion (MS), County of, Mississippi
2346. Marshall (MS), County of, Mississippi
2347. McLain (MS), Town of, Mississippi
2348. Memorial Hospital at Gulfport (MS), Mississippi
2349. Meridian (MS), City of, Mississippi
2350. Monroe (MS), County of, Mississippi
2351. Morton (MS), City of, Mississippi
2352. Moss Point (MS), City of, Mississippi
2353. Mound Bayou (MS), City of, Mississippi
2354. Neshoba (MS), County of, Mississippi
2355. Nettleton (MS), City of, Mississippi
2356. New Albany (MS), City of, Mississippi
2357. Ocean Springs (MS), City of, Mississippi
2358. Panola (MS), County of, Mississippi
2359. Pascagoula (MS), City of, Mississippi
2360. Pearl River (MS), County of, Mississippi
2361. Pearl River County Hospital (MS), Mississippi
2362. Perry (MS), County of, Mississippi
2363. Philadelphia (MS), City of, Mississippi
2364. Prentiss (MS), County of, Mississippi
2365. Quitman (MS), City of, Mississippi
2366. Regional Medical Center (MS), South Central, Mississippi
2367. Scott (MS), County of, Mississippi
2368. Shannon (MS), City of, Mississippi
2369. Shubuta (MS), Town of, Mississippi
2370. Starkville (MS), City of, Mississippi
2371. Stone (MS), County of, Mississippi
2372. Summit (MS), Town of, Mississippi
2373. Sunflower (MS), County of, Mississippi
2374. Tallahatchie (MS), County of, Mississippi

2375. Tate (MS), County of, Mississippi
2376. Tippah (MS), County of, Mississippi
2377. Tishomingo (MS), County of, Mississippi
2378. Tunica (MS), County of, Mississippi
2379. Tupelo (MS), City of, Mississippi
2380. Union (MS), County of, Mississippi
2381. Verona (MS), City of, Mississippi
2382. Vicksburg (MS), City of, Mississippi
2383. Walthall (MS), County of, Mississippi
2384. Washington (MS), County of, Mississippi
2385. Wayne (MS), County of, Mississippi
2386. Waynesboro (MS), City of, Mississippi
2387. Webb (MS), City of, Mississippi
2388. Wiggins (MS), City of, Mississippi
2389. Yalobusha (MS), County of, Mississippi
2390. Adair (MO), County of, Missouri
2391. Andrew (MO), County of, Missouri
2392. Atchison (MO), County of, Missouri
2393. Audrain (MO), County of, Missouri
2394. Barry (MO), County of, Missouri
2395. Barton (MO), County of, Missouri
2396. Boone (MO), County of, Missouri
2397. Buchanan (MO), County of, Missouri
2398. Butler (MO), County of, Missouri
2399. Callaway (MO), County of, Missouri
2400. Camden (MO), County of, Missouri
2401. Cape Girardeau (MO), County of, Missouri
2402. Cass (MO), County of, Missouri
2403. Chariton (MO), County of, Missouri
2404. Christian (MO), County of, Missouri
2405. Citizens Memorial Hospital District d/b/a
Citizens Memorial Hospital (MO),
Missouri
2406. Clinton (MO), County of, Missouri
2407. Cole (MO), County of, Missouri
2408. Crawford (MO), County of, Missouri
2409. Dade (MO), County of, Missouri
2410. DeKalb (MO), County of, Missouri
2411. Dent (MO), County of, Missouri
2412. Douglas (MO), County of, Missouri
2413. Dunklin (MO), County of, Missouri
2414. Franklin (MO), County of, Missouri
2415. Gasconade (MO), County of, Missouri
2416. Greene (MO), County of, Missouri
2417. Grundy (MO), County of, Missouri
2418. Harrisonville (MO), City of, Missouri
2419. Henry (MO), County of, Missouri
2420. Hickory (MO), County of, Missouri
2421. Howell (MO), County of, Missouri
2422. Independence (MO), City of, Missouri
2423. Iron (MO), County of, Missouri
2424. Jackson (MO), County of, Missouri
2425. Jasper (MO), County of, Missouri
2426. Jefferson (MO), County of, Missouri
2427. Johnson (MO), County of, Missouri
2428. Joplin (MO), City of, Missouri
2429. Kansas City (MO), City of, Missouri
2430. Kinloch (MO), Fire Protection District of
St. Louis County, Missouri
2431. Knox (MO), County of, Missouri
2432. Lafayette (MO), County of, Missouri
2433. Lawrence (MO), County of, Missouri
2434. Lewis (MO), County of, Missouri
2435. Lincoln (MO), County of, Missouri
2436. Livingston (MO), County of, Missouri
2437. Madison (MO), County of, Missouri
2438. Maries (MO), County of, Missouri
2439. McDonald (MO), County of, Missouri
2440. Miller (MO), County of, Missouri
2441. Moniteau (MO), County of, Missouri
2442. Montgomery (MO), County of, Missouri
2443. Morgan (MO), County of, Missouri
2444. New Madrid (MO), County of, Missouri
2445. Nodaway (MO), County of, Missouri
2446. Northeast Ambulance (MO), Fire
Protection District of St. Louis County,
Missouri
2447. Osage (MO), County of, Missouri
2448. Ozark (MO), County of, Missouri
2449. Pemiscot (MO), County of, Missouri
2450. Perry (MO), County of, Missouri
2451. Pettis (MO), County of, Missouri
2452. Phelps (MO), County of, Missouri
2453. Pike (MO), County of, Missouri
2454. Polk (MO), County of, Missouri
2455. Pulaski (MO), County of, Missouri
2456. Ralls (MO), County of, Missouri
2457. Randolph (MO), County of, Missouri
2458. Ray (MO), County of, Missouri
2459. Reynolds (MO), County of, Missouri
2460. Ripley (MO), County of, Missouri
2461. Schuyler (MO), County of, Missouri
2462. Scott (MO), County of, Missouri
2463. Sedalia (MO) City of, Missouri
2464. Shannon (MO), County of, Missouri
2465. Shelby (MO), County of, Missouri
2466. Springfield (MO), City of, Missouri
2467. St. Charles (MO), County of, Missouri
2468. St. Clair (MO), County of, Missouri
2469. St. Francois (MO), County of, Missouri
2470. St. Joseph (MO), City of, Missouri
2471. St. Louis (MO), City of, Missouri
2472. St. Louis (MO), County of, Missouri
2473. Ste. Genevieve (MO), County of, Missouri
2474. Stone (MO), County of, Missouri
2475. Taney (MO), County of, Missouri

2476. Texas (MO), County of, Missouri
2477. Vernon (MO), County of, Missouri
2478. Warren (MO), County of, Missouri
2479. Washington (MO), County of, Missouri
2480. Webster (MO), County of, Missouri
2481. Worth (MO), County of, Missouri
2482. Wright (MO), County of, Missouri
2483. Anaconda-Deer Lodge (MT), County of, Montana
2484. Cascade (MT), County of, Montana
2485. Gallatin (MT), County of, Montana
2486. Great Falls (MT), City of, Montana
2487. Lake (MT), County of, Montana
2488. Missoula (MT), City of, Montana
2489. Missoula (MT), County of, Montana
2490. Douglas (NE), County of, Nebraska
2491. Keith (NE), County of, Nebraska
2492. Knox (NE), County of, Nebraska
2493. Lincoln (NE), County of, Nebraska
2494. Sarpy (NE), County of, Nebraska
2495. South Sioux City (NE), City of, Nebraska
2496. Boulder (NV), City of, Nevada
2497. Carson City (NV), Nevada
2498. Central Lyon County Fire Protection District (NV), Nevada
2499. Churchill (NV), County of, Nevada
2500. Clark (NV), County of, Nevada
2501. Douglas (NV), County of, Nevada
2502. Ely (NV), City of, Nevada
2503. Esmeralda (NV), County of, Nevada
2504. Fernley (NV), City of, Nevada
2505. Henderson (NV), City of, Nevada
2506. Humboldt (NV), County of, Nevada
2507. Las Vegas (NV), City of, Nevada
2508. Lincoln (NV), County of, Nevada
2509. Lyon (NV), County of, Nevada
2510. Mesquite (NV), City of, Nevada
2511. Mineral (NV), County of, Nevada
2512. North Las Vegas (NV), City of, Nevada
2513. North Lyon County Fire Protection District (NV), Nevada
2514. Nye (NV), County of, Nevada
2515. Reno (NV), City of, Nevada
2516. Sparks (NV), City of, Nevada
2517. Washoe (NV), County of, Nevada
2518. West Wendover (NV), City of, Nevada
2519. White Pine (NV), County of, Nevada
2520. Belknap (NH), County of, New Hampshire
2521. Belmont (NH), City of, New Hampshire
2522. Berlin (NH), City of, New Hampshire
2523. Board of Education of Goshen School District (NH), New Hampshire
2524. Board of Education of Kearsarge RSU-School Administrative Unit 65 (NH), New Hampshire
2525. Board of Education of Lebanon School District (NH), New Hampshire
2526. Board of Education of Pittsfield School District (NH), New Hampshire
2527. Board of Education of Tamworth School District (NH), New Hampshire
2528. Carroll (NH), County of, New Hampshire
2529. Cheshire (NH), County of, New Hampshire
2530. Claremont (NH), City of, New Hampshire
2531. Concord (NH), City of, New Hampshire
2532. Coos (NH), County of, New Hampshire
2533. Derry (NH), Town of, New Hampshire
2534. Dover (NH), City of, New Hampshire
2535. Franklin (NH), City of, New Hampshire
2536. Grafton (NH), County of, New Hampshire
2537. Hillsborough (NH), County of, New Hampshire
2538. Keene (NH), City of, New Hampshire
2539. Laconia (NH), City of, New Hampshire
2540. Londonderry (NH), Town of, New Hampshire
2541. Manchester (NH), City of, New Hampshire
2542. Merrimack (NH), County of, New Hampshire
2543. Nashua (NH), City of, New Hampshire
2544. Rochester (NH), City of, New Hampshire
2545. Rockingham (NH), County of, New Hampshire
2546. Strafford (NH), County of, New Hampshire
2547. Sullivan (NH), County of, New Hampshire
2548. Atlantic (NJ), County of, New Jersey
2549. Barnegat (NJ), Township of, New Jersey
2550. Bayonne (NJ), City of, New Jersey
2551. Bergen (NJ), County of, New Jersey
2552. Bloomfield (NJ), The Township of, New Jersey
2553. Brick (NJ), Township of, New Jersey
2554. Burlington (NJ), County of, New Jersey
2555. Camden (NJ), County of, New Jersey
2556. Cape May (NJ), County of, New Jersey
2557. Clifton (NJ), City of, New Jersey
2558. Clinton (NJ), Town of, New Jersey
2559. Cumberland (NJ), County of, New Jersey
2560. Elizabeth (NJ), City of, New Jersey
2561. Essex (NJ), County of, New Jersey
2562. Hudson (NJ), County of, New Jersey
2563. Irvington (NJ), Township of, New Jersey
2564. Jersey City (NJ), City of, New Jersey
2565. Monmouth (NJ), County of, New Jersey
2566. Newark (NJ), City of, New Jersey

2567. Ocean (NJ), County of, New Jersey
2568. Paramus (NJ), Borough of, New Jersey
2569. Passaic (NJ), County of, New Jersey
2570. Paterson (NJ), City of, New Jersey
2571. Ridgefield (NJ) Borough of, New Jersey
2572. Saddlebrook (NJ), Township of, New Jersey
2573. Sussex (NJ), County of, New Jersey
2574. Teaneck (NJ), Township of, New Jersey
2575. Trenton (NJ), City of, New Jersey
2576. Union (NJ), County of, New Jersey
2577. Alamogordo (NM), City of, New Mexico
2578. Albuquerque (NM), City of, New Mexico
2579. Bernalillo (NM), County of (Commissioners), New Mexico
2580. Catron (NM), County of (Board of Commissioners), New Mexico
2581. Cibola (NM), County of (Board of Commissioners), New Mexico
2582. Colfax (NM), County of (Board of Commissioners), New Mexico
2583. Curry (NM), County of (Board of Commissioners), New Mexico
2584. Dona Ana (NM), County of (Board of Commissioners), New Mexico
2585. Espanola (NM), City of, New Mexico
2586. Grant (NM), County of, New Mexico
2587. Hidalgo (NM), County of (Board of Commissioners), New Mexico
2588. Hobbs (NM), City of, New Mexico
2589. Las Cruces (NM), City of, New Mexico
2590. Lea (NM), County of (Board of Commissioners), New Mexico
2591. Lincoln (NM), County of (Board of Commissioners), New Mexico
2592. Luna (NM), County of (Board of Commissioners), New Mexico
2593. McKinley (NM), County of (Board of Commissioners), New Mexico
2594. Mora (NM), County of, New Mexico
2595. Otero (NM), County of (Board of Commissioners), New Mexico
2596. Rio Arriba (NM), County of, New Mexico
2597. Roosevelt (NM), County of, New Mexico
2598. San Juan (NM), County of, New Mexico
2599. San Miguel (NM) County of (Board of Commissioners), New Mexico
2600. Sandoval (NM), County of, New Mexico
2601. Santa Fe (NM), County of (Board of Commissioners), New Mexico
2602. Sante Fe (NM), City of, New Mexico
2603. Sierra (NM), County of (Board of Commissioners), New Mexico
2604. Sorocco (NM), County of (Board of Commissioners), New Mexico
2605. Taos (NM), County of (Board of Commissioners), New Mexico
2606. Union (NM), County of (Board of Commissioners), New Mexico
2607. Valencia (NM), County of (Board of Commissioners), New Mexico
2608. Albany (NY), City of, New York
2609. Albany (NY), County of, New York
2610. Allegany (NY), County of, New York
2611. Amherst (NY), Town of, New York
2612. Amityville (NY), Village of, New York
2613. Amsterdam (NY), City of, New York
2614. Auburn (NY), City of, New York
2615. Babylon (NY), Town of, New York
2616. Babylon (NY), Village of, New York
2617. Bellmore (NY), Fire District of, New York
2618. Bellport (NY), Village of, New York
2619. Board of Education of Rochester City School District (NY), New York
2620. Brookhaven (NY), Town of, New York
2621. Broome (NY), County of, New York
2622. Buffalo (NY), City of, New York
2623. Cattaraugus (NY), County of, New York
2624. Cayuga (NY), County of, New York
2625. Centereach (NY), Fire District, New York
2626. Centerport (NY), Fire District of, New York
2627. Chautauqua (NY), County of, New York
2628. Cheektowaga (NY), Town of, New York
2629. Chemung (NY), County of, New York
2630. Chenango (NY), County of, New York
2631. Clarkstown (NY), Town of, New York
2632. Clinton (NY), County of, New York
2633. Columbia (NY), County of, New York
2634. Cortland (NY) County of, New York
2635. Dutchess (NY), County of, New York
2636. East Hampton (NY), Village of, New York
2637. East Rockaway (NY), Village of, New York
2638. Erie (NY), County of, New York
2639. Essex (NY), County of, New York
2640. Farmingdale (NY), Village of, New York
2641. Floral Park (NY), Village of, New York
2642. Franklin (NY), County of, New York
2643. Fulton (NY), County of, New York
2644. Garden City (NY), Village of, New York
2645. Genesee (NY), County of, New York
2646. Geneva (NY), City of, New York
2647. Great Neck (NY), Village of, New York
2648. Greene (NY), County of, New York
2649. Greenport (NY), Village of, New York

2650. Hamilton (NY), County of, New York
2651. Hauppauge (NY), Fire District, New York
2652. Haverstraw (NY), Town of, New York
2653. Hempstead (NY), Town of, New York
2654. Hempstead (NY), Village of, New York
2655. Herkimer (NY), County of, New York
2656. Herkimer (NY), Village of, New York
2657. Hicksville (NY), Water District of, New York
2658. Huntington (NY), Town of, New York
2659. Island Park (NY), Village of, New York
2660. Islandia (NY), Village of, New York
2661. Islip (NY), Town of, New York
2662. Islip Terrace (NY), Fire District of, New York
2663. Ithaca (NY), City of, New York
2664. Jefferson (NY), County of, New York
2665. Kingston (NY), City of, New York
2666. Lackawanna (NY), City of, New York
2667. Lake Grove (NY), Village of, New York
2668. Lancaster (NY), Town of, New York
2669. Lawrence (NY), Village of, New York
2670. Levittown (NY), Fire District of, New York
2671. Lewis (NY), County of, New York
2672. Lindenhurst (NY), Village of, New York
2673. Livingston (NY), County of, New York
2674. Lloyd Harbor (NY), Village of, New York
2675. Long Beach (NY), City of, New York
2676. Lynbrook (NY), Village of, New York
2677. Madison (NY), County of, New York
2678. Massapequa Park (NY), Village of, New York
2679. Melville (NY), Fire District of, New York
2680. Merrick Library (NY), New York
2681. Mill Neck (NY), Village of, New York
2682. Miller Place (NY), Fire District of, New York
2683. Millerton (NY), Village of, New York
2684. Monroe (NY), County of, New York
2685. Montgomery (NY), County of, New York
2686. Mount Sinai (NY), Fire District of, New York
2687. Mount Vernon (NY), City of, New York
2688. Nassau (NY), County of, New York
2689. Nesconset (NY), Fire District of, New York
2690. New Hyde Park (NY), Village of, New York
2691. New York (NY), City of, New York
2692. Niagara (NY), County of, New York
2693. Nissequogue (NY), Village of, New York
2694. North Hempstead (NY), Town of, New York
2695. North Merrick (NY), Fire District of, New York
2696. North Patchogue (NY), Fire District of, New York
2697. Northport (NY), Village of, New York
2698. Ogdensburg (NY), City of, New York
2699. Old Westbury (NY), Village of, New York
2700. Oneida (NY), County of, New York
2701. Onondaga (NY), County of, New York
2702. Ontario (NY), County of, New York
2703. Orange (NY), County of, New York
2704. Orangetown (NY), Town of, New York
2705. Orleans (NY) County of, New York
2706. Oswego (NY), County of, New York
2707. Otsego (NY), County of, New York
2708. Oyster Bay (NY), Town of, New York
2709. Patchogue (NY), Village of, New York
2710. Plainview - Old Bethpage Public Library (NY), New York
2711. Plattsburgh (NY), City of, New York
2712. Poquott (NY), Village of, New York
2713. Port Washington (NY), Water District of, New York
2714. Port Washington North (NY), Village of, New York
2715. Poughkeepsie (NY), City of, New York
2716. Poughkeepsie (NY), Town of, New York
2717. Putnam (NY), County of, New York
2718. Ramapo (NY), Town of, New York
2719. Rensselaer (NY), County of, New York
2720. Ridge (NY), Fire District of, New York
2721. Riverhead (NY), Town of, New York
2722. Rochester (NY), City of, New York
2723. Rockland (NY), County of, New York
2724. Rockville Centre Public Library (NY), New York
2725. Rome (NY), City of, New York
2726. Rosalyn (NY) Water District, New York
2727. Saltaire (NY), Village of, New York
2728. Saratoga (NY), County of, New York
2729. Saratoga Springs (NY), City of, New York
2730. Schenectady (NY), City of, New York
2731. Schenectady (NY), County of, New York
2732. Schoharie (NY), County of, New York
2733. Schuyler (NY), County of, New York
2734. Seneca (NY), County of, New York
2735. Smithtown (NY), Fire District of, New York
2736. Smithtown (NY), Town of, New York
2737. South Farmingdale (NY), Fire District of, New York

2738. Southampton (NY), Town of, New York
2739. Southold (NY), Town of, New York
2740. St James (NY), Fire District, New York
2741. St. Lawrence (NY), County of, New York
2742. Steuben (NY), County of, New York
2743. Stewart Manor (NY), Village of, New York
2744. Stony Brook (NY), Fire District of, New York
2745. Stony Point (NY), Town of, New York
2746. Suffern (NY), Village of, New York
2747. Suffolk (NY), County of, New York
2748. Sullivan (NY), County of, New York
2749. Syracuse (NY), City of, New York
2750. The Branch (NY), Village of, New York
2751. Tioga (NY), County of, New York
2752. Tompkins (NY), County of, New York
2753. Tonawanda (NY), Town of, New York
2754. Troy (NY), City of, New York
2755. Ulster (NY), County of, New York
2756. Uniondale (NY), Fire District of, New York
2757. Utica (NY), City of, New York
2758. Valley Stream (NY), Village of, New York
2759. Wappinger (NY), Town of, New York
2760. Wappingers Falls (NY), Village of, New York
2761. Warren (NY), County of, New York
2762. Washington (NY), County of, New York
2763. West Hampton Dunes (NY), Village of, New York
2764. West Haverstraw (NY), Village of, New York
2765. West Hempstead (NY) Public Library, New York
2766. Westbury (NY), Village of, New York
2767. Westchester (NY), County of, New York
2768. Wyoming (NY), County of, New York
2769. Yates (NY) County of, New York
2770. Yonkers (NY), City of, New York
2771. Alamance (NC), County of, North Carolina
2772. Alexander (NC), County of, North Carolina
2773. Alleghany (NC), County of, North Carolina
2774. Anson (NC), County of, North Carolina
2775. Ashe (NC), County of, North Carolina
2776. Beaufort (NC), County of, North Carolina
2777. Bertie (NC), County of, North Carolina
2778. Bladen (NC), County of, North Carolina
2779. Brunswick (NC), County of, North Carolina
2780. Buncombe (NC), County of, North Carolina
2781. Burke (NC), County of, North Carolina
2782. Cabarrus (NC), County of, North Carolina
2783. Caldwell (NC), County of, North Carolina
2784. Camden (NC), County of, North Carolina
2785. Canton (NC), City of, North Carolina
2786. Carteret (NC), County of, North Carolina
2787. Caswell (NC), County of, North Carolina
2788. Catawba (NC), County of, North Carolina
2789. Chatham (NC), County of, North Carolina
2790. Cherokee (NC), County of, North Carolina
2791. Chowan (NC), County of, North Carolina
2792. Cleveland (NC), County of, North Carolina
2793. Columbus (NC), County of, North Carolina
2794. Craven (NC), County of, North Carolina
2795. Cumberland (NC), County of, North Carolina
2796. Currituck (NC), County of, North Carolina
2797. Dare (NC), County of, North Carolina
2798. Davidson (NC), County of, North Carolina
2799. Davie (NC), County of, North Carolina
2800. Duplin (NC), County of, North Carolina
2801. Durham (NC), County of, North Carolina
2802. Fayetteville (NC), City Of, North Carolina
2803. Forsyth (NC), County of, North Carolina
2804. Franklin (NC), County of, North Carolina
2805. Gaston (NC), County of, North Carolina
2806. Granville (NC), County of, North Carolina
2807. Greene (NC), County of, North Carolina
2808. Greensboro (NC), City of, North Carolina
2809. Guilford (NC), County of, North Carolina
2810. Halifax (NC), County of, North Carolina
2811. Haywood (NC), County of, North Carolina
2812. Henderson (NC), City of, North Carolina
2813. Hickory (NC), City of, North Carolina
2814. Iredell (NC) County of, North Carolina
2815. Jacksonville (NC), City of, North Carolina
2816. Jones (NC), County of, North Carolina
2817. Lee (NC), County of, North Carolina
2818. Lenoir (NC), County of, North Carolina
2819. Lincoln (NC), County of, North Carolina
2820. Madison (NC), County of, North Carolina
2821. Martin (NC), County of, North Carolina
2822. McDowell (NC), County of, North Carolina
2823. Mecklenburg (NC), County of, North Carolina
2824. Mitchell (NC), County of, North Carolina
2825. Moore (NC), County of, North Carolina
2826. New Hanover (NC), County of, North Carolina
2827. Onslow (NC), County of, North Carolina
2828. Orange (NC), County of, North Carolina
2829. Pamlico (NC), County of, North Carolina
2830. Pasquotank (NC), County of, North Carolina

2831. Person (NC), County of, North Carolina
2832. Pitt (NC), County of, North Carolina
2833. Polk (NC), County of, North Carolina
2834. Randolph (NC), County of, North Carolina
2835. Richmond (NC), County of, North Carolina
2836. Robeson (NC), County of, North Carolina
2837. Rockingham (NC), County of, North Carolina
2838. Rowan (NC), County of, North Carolina
2839. Rutherford (NC), County of, North Carolina
2840. Sampson (NC), County of, North Carolina
2841. Scotland (NC), County of, North Carolina
2842. Stokes (NC), County of, North Carolina
2843. Surry (NC), County of, North Carolina
2844. Tyrrell (NC), County of, North Carolina
2845. Vance (NC), County of, North Carolina
2846. Warren (NC), County of, North Carolina
2847. Washington (NC), County of, North Carolina
2848. Watauga (NC), County of, North Carolina
2849. Wayne (NC), County of, North Carolina
2850. Wilkes (NC), County of, North Carolina
2851. Wilmington (NC), City of, North Carolina
2852. Winston-Salem (NC), City of, North Carolina
2853. Yadkin (NC), County of, North Carolina
2854. Yancey (NC), County of, North Carolina
2855. Barnes (ND), County of, North Dakota
2856. Benson (ND), County of, North Dakota
2857. Bismarck (ND), City of, North Dakota
2858. Burleigh (ND), County of, North Dakota
2859. Cass (ND), County of, North Dakota
2860. Devils Lake (ND), City of, North Dakota
2861. Dickey (ND), County of, North Dakota
2862. Dunn (ND), County of, North Dakota
2863. Eddy (ND), County of, North Dakota
2864. Fargo (ND), City of, North Dakota
2865. Foster (ND), County of, North Dakota
2866. Grand Forks (ND), City of, North Dakota
2867. Grand Forks (ND), County of, North Dakota
2868. Lamoure (ND), County of, North Dakota
2869. Lisbon (ND), City of, North Dakota
2870. McKenzie (ND), County of, North Dakota
2871. McLean (ND), County of, North Dakota
2872. Mercer (ND), County of, North Dakota
2873. Mountrail (ND), County of, North Dakota
2874. Pembina (ND), County of, North Dakota
2875. Pierce (ND), County of, North Dakota
2876. Ramsey (ND), County of, North Dakota
2877. Ransom (ND), County of, North Dakota
2878. Richland (ND), County of, North Dakota
2879. Rolette (ND), County of, North Dakota
2880. Sargent (ND), County of, North Dakota
2881. Stark (ND), County of, North Dakota
2882. Towner (ND), County of, North Dakota
2883. Walsh (ND), County of, North Dakota
2884. Ward (ND), County of, North Dakota
2885. Wells (ND), County of, North Dakota
2886. Williams (ND), County of, North Dakota
2887. Adams (OH), County of (Board of Commissioners), Ohio
2888. Akron (OH), City of, Ohio
2889. Allen (OH), County of (Board of Commissioners), Ohio
2890. Alliance (OH), City of, Ohio
2891. Ashland (OH), City of, Ohio
2892. Ashland (OH), County of (Board of Commissioners), Ohio
2893. Ashtabula (OH), County of, Ohio
2894. Athens (OH), County of (Board of Commissioners), Ohio
2895. Auglaize (OH), County of (Board of Commissioners), Ohio
2896. Aurora (OH), City of, Ohio
2897. Barberton (OH), City of, Ohio
2898. Belmont (OH), County of (Board of Commissioners), Ohio
2899. Boston (OH), Township of, Ohio
2900. Boston Heights (OH), Village of, Ohio
2901. Broadview Heights (OH), City of, Ohio
2902. Brooklyn Heights (OH), Village of, Ohio
2903. Brown (OH), County of (Board of Commissioners), Ohio
2904. Brunswick (OH), City of, Ohio
2905. Butler (OH), County of (Board of Commissioners), Ohio
2906. Canton (OH), City of, Ohio
2907. Carroll (OH), County of (Board of Commissioners), Ohio
2908. Champaign (OH), County of (Board of Commissioners), Ohio
2909. Cincinnati (OH), City of, Ohio
2910. Clermont (OH), County of (Board of Commissioners), Ohio
2911. Cleveland (OH), City of, Ohio
2912. Clinton (OH), County of (Board of Commissioners), Ohio
2913. Clinton (OH), Village of, Ohio
2914. Columbiana (OH), County of (Board of Commissioners), Ohio
2915. Columbus (OH), City of, Ohio
2916. Copley (OH), Township of, Ohio
2917. Coshocton (OH), County of (Board of Commissioners), Ohio

2918. Coventry (OH), Township of, Ohio
2919. Crawford (OH), County of (Board of Commissioners), Ohio
2920. Cuyahoga Falls (OH), City of, Ohio
2921. Darke (OH), County of (Commissioners), Ohio
2922. Dayton (OH), City of, Ohio
2923. Delaware (OH), County of (Board of Commissioners), Ohio
2924. East Cleveland (OH), City of, Ohio
2925. Elyria (OH), City of, Ohio
2926. Erie (OH), County of (Board of Commissioners), Ohio
2927. Euclid (OH), City of, Ohio
2928. Fairfield (OH), City of, Ohio
2929. Fairfield (OH), County of (Board of Commissioners), Ohio
2930. Fairlawn (OH), City of, Ohio
2931. Fayette (OH), County of, Ohio
2932. Findlay (OH), City of, Ohio
2933. Fostoria (OH), City of, Ohio
2934. Franklin (OH), County of (Board of Commissioners), Ohio
2935. Fulton (OH), County of (Board of Commissioners), Ohio
2936. Gallia (OH), County of (Board of Commissioners), Ohio
2937. Garfield Heights (OH), City of, Ohio
2938. Geauga (OH), County of (Commissioners), Ohio
2939. Green (OH), City of, Ohio
2940. Guernsey (OH), County of (Board of Commissioners), Ohio
2941. Hamilton (OH), City of, Ohio
2942. Hamilton (OH), County of (Board of Commissioners), Ohio
2943. Hancock (OH), County of (Board of Commissioners), Ohio
2944. Harrison (OH), County of (Commissioners), Ohio
2945. Hocking (OH), County of (Board of Commissioners), Ohio
2946. Huron (OH), City of, Ohio
2947. Huron (OH), County of (Board of Commissioners), Ohio
2948. Ironton (OH), City of, Ohio
2949. Jackson (OH), County of (Board of Commissioners), Ohio
2950. Jefferson (OH), County of, Ohio
2951. Kent (OH), City of, Ohio
2952. Knox (OH), County of (Board of Commissioners), Ohio
2953. Lake (OH), County of, Ohio
2954. Lakemore (OH), Village of, Ohio
2955. Lakewood (OH), City of, Ohio
2956. Lawrence (OH), County of (Board of Commissioners), Ohio
2957. Lebanon (OH), City of, Ohio
2958. Licking (OH), County (Board of Commissioners), Ohio
2959. Lima (OH), City of, Ohio
2960. Logan (OH), County of (Board of Commissioners), Ohio
2961. Lorain (OH), City of, Ohio
2962. Lorain (OH), County of, Ohio
2963. Lucas (OH), County of (Board of Commissioners), Ohio
2964. Lucas County Children Services Board of Trustees (OH), Ohio
2965. Lyndhurst (OH), City of, Ohio
2966. Macedonia (OH), City of, Ohio
2967. Mansfield (OH), City of, Ohio
2968. Marietta (OH), City of, Ohio
2969. Marion (OH), County of, Ohio
2970. Massillon (OH), City of, Ohio
2971. Mayfield Heights (OH), City of, Ohio
2972. Medina (OH), County of, Ohio
2973. Meigs (OH), County of, Ohio
2974. Mental Health & Recovery Services Board of Allen, Auglaize, and Hardin Counties (OH), Ohio
2975. Mental Health & Recovery Services Board of Lucas County (OH), Ohio
2976. Mercer (OH), County of (Board of Commissioners), Ohio
2977. Miami (OH), County of (Board of Commissioners), Ohio
2978. Middletown (OH), City of, Ohio
2979. Mogadore (OH), Village of, Ohio
2980. Monroe (OH), County of (Board of Commissioners), Ohio
2981. Montgomery (OH), County of (Board of Commissioners), Ohio
2982. Morrow (OH), County of (Board of Commissioners), Ohio
2983. Munroe Falls (OH), City of, Ohio
2984. Muskingum (OH), County of (Board of Commissioners), Ohio
2985. New Franklin (OH), City of, Ohio
2986. Newburgh Heights (OH), Village of, Ohio
2987. Noble (OH), County of (Commissioners), Ohio
2988. North Olmsted (OH), City of, Ohio
2989. North Ridgeville (OH), City of, Ohio
2990. North Royalton (OH), City of, Ohio
2991. Norton (OH), City of, Ohio

2992. Norwalk (OH), City of, Ohio
2993. Olmsted Falls (OH), City of, Ohio
2994. Ottawa (OH), County of (Board of Commissioners), Ohio
2995. Painesville (OH), Township of, Ohio
2996. Parma (OH), City of, Ohio
2997. Parma Heights (OH), City of, Ohio
2998. Peninsula (OH), Village of, Ohio
2999. Perry (OH), County of (Board of Commissioners), Ohio
3000. Pike (OH), County of (Board), Ohio
3001. Portage (OH), County of, Ohio
3002. Portsmouth (OH), City of, Ohio
3003. Ravenna (OH), City of, Ohio
3004. Richfield (OH), Village of, Ohio
3005. Richland (OH), County Children's Services of, Ohio
3006. Ross (OH), County of, Ohio
3007. Sandusky (OH), City of, Ohio
3008. Sandusky (OH), County of (Commissioners), Ohio
3009. Scioto (OH), County of (Board of Commissioners), Ohio
3010. Seneca (OH), County of (Board of Commissioners), Ohio
3011. Seven Hills (OH), City of, Ohio
3012. Shelby (OH), County of (Board of Commissioners), Ohio
3013. Silver Lake (OH), Village of, Ohio
3014. Springfield (OH), Township of, Ohio
3015. St. Marys (OH), City of, Ohio
3016. Stark (OH), County of, Ohio
3017. Stow (OH), City of, Ohio
3018. Strongsville (OH), City of, Ohio
3019. Tallmadge (OH), City of, Ohio
3020. Toledo (OH), City of, Ohio
3021. Trumbull (OH), County of, Ohio
3022. Tuscarawas (OH), County of, Ohio
3023. Valley Fire District (OH), Ohio
3024. Van Wert (OH), City of, Ohio
3025. Van Wert (OH), County of (Board of Commissioners), Ohio
3026. Vinton County (OH), County of (Board of Commissioners), Ohio
3027. Warren (OH), City of, Ohio
3028. Warrensville Heights (OH), City of, Ohio
3029. Washington (OH), County of, Ohio
3030. Wayne (OH), County of (Board of Commissioners), Ohio
3031. Wickliffe (OH), City of, Ohio
3032. Williams (OH), County of (Commissioners), Ohio
3033. Wyandot (OH), County of (Board of Commissioners), Ohio
3034. Youngstown (OH), City of, Ohio
3035. Ada, (OK), City of, Oklahoma
3036. Altus (OK), City of, Oklahoma
3037. Anadarko (OK), City of, Oklahoma
3038. Atoka (OK), County of (Board of Commissioners), Oklahoma
3039. Beckham (OK), County of (Board of Commissioners), Oklahoma
3040. Bethany (OK), City of, Oklahoma
3041. Broken Arrow (OK), City of, Oklahoma
3042. Caddo (OK), County of (Board of Commissioners), Oklahoma
3043. Choctaw (OK), County of (Board of Commissioners), Oklahoma
3044. Cimarron (OK), County of (Board of Commissioners), Oklahoma
3045. Cleveland (OK), County of (Board of Commissioners), Oklahoma
3046. Coal (OK), County of (Board of Commissioners), Oklahoma
3047. Comanche (OK), County of (Board of Commissioners), Oklahoma
3048. Craig (OK), County of (County Commission), Oklahoma
3049. Creek (OK), County of (County Commission), Oklahoma
3050. Custer (OK), County of (Board of Commissioners), Oklahoma
3051. Delaware (OK), County of (Board of Commissioners), Oklahoma
3052. Dewey County (OK), County of (Board of Commissioners), Oklahoma
3053. Edmond (OK), City of, Oklahoma
3054. El Reno (OK), City of, Oklahoma
3055. Elk City (OK), City of, Oklahoma
3056. Enid (OK), City of, Oklahoma
3057. Garvin (OK), County of (Board of Commissioners), Oklahoma
3058. Grady (OK), County of (Board of Commissioners), Oklahoma
3059. Greer (OK), County of (Board of Commissioners), Oklahoma
3060. Guthrie (OK), City of, Oklahoma
3061. Harmon (OK), County of (Board of Commissioners), Oklahoma
3062. Harper County (OK), County of (Board of Commissioners), Oklahoma
3063. Haskell County (OK), County of (Board of Commissioners), Oklahoma
3064. Hughes (OK), County of (Board of Commissioners), Oklahoma

3065. Jackson (OK), County of (Board of Commissioners), Oklahoma
3066. Jefferson (OK), County of (Board of Commissioners), Oklahoma
3067. Jenks (OK), City of, Oklahoma
3068. Johnston County (OK), County of (Board of Commissioners), Oklahoma
3069. Kay (OK), County of (Commissioners), Oklahoma
3070. Kiowa (OK), County of (Board of Commissioners), Oklahoma
3071. Latimer (OK), County of (Board of Commissioners), Oklahoma
3072. Lawton (OK), City of, Oklahoma
3073. Le Flore (OK), County of (Board of Commissioners), Oklahoma
3074. Lincoln (OK), County of (Board of Commissioners), Oklahoma
3075. Logan County (OK), County of (Board of Commissioners), Oklahoma
3076. Love County (OK), County of (Board of Commissioners), Oklahoma
3077. Major County (OK), County of (Board of Commissioners), Oklahoma
3078. Mayes (OK), County of (County Commission), Oklahoma
3079. McClain (OK), County of (Board of Commissioners), Oklahoma
3080. McCurtain (OK), County of (Board of Commissioners), Oklahoma
3081. Midwest City (OK), City of, Oklahoma
3082. Muskogee (OK), City of, Oklahoma
3083. Muskogee (OK), County of (Board of Commissioners), Oklahoma
3084. Mustang (OK), City of, Oklahoma
3085. Noble (OK), County of (Commissioners), Oklahoma
3086. Nowata (OK), County of, Oklahoma
3087. Okfuskee (OK), County of (Board of Commissioners), Oklahoma
3088. Oklahoma (OK), County of (Board of Commissioners), Oklahoma
3089. Oklahoma City (OK), City of, Oklahoma
3090. Okmulgee (OK), County of (County Commission), Oklahoma
3091. Osage County (OK), County of (Board of Commissioners), Oklahoma
3092. Ottawa (OK), County of (Board of Commissioners), Oklahoma
3093. Owasso (OK), City of, Oklahoma
3094. Pawnee (OK), County of (Board of Commissioners), Oklahoma
3095. Payne (OK), County of (County Commission), Oklahoma
3096. Pittsburg (OK), County of (Board of Commissioners), Oklahoma
3097. Ponca City (OK), City of, Oklahoma
3098. Pottawatomie (OK), County of (Board of Commissioners), Oklahoma
3099. Roger Mills (OK), County of (Board of Commissioners), Oklahoma
3100. Rogers (OK), County of (County Commission), Oklahoma
3101. Seminole (OK), City of, Oklahoma
3102. Seminole (OK), County of (Board of Commissioners), Oklahoma
3103. Shawnee (OK), City of, Oklahoma
3104. Stephens (OK), County of (Board of Commissioners), Oklahoma
3105. Stillwater (OK), City of, Oklahoma
3106. Texas (OK), County of (Board of Commissioners), Oklahoma
3107. Tillman (OK), County of (Board of Commissioners), Oklahoma
3108. Tulsa (OK), City of, Oklahoma
3109. Tulsa (OK), County of (Board of Commissioners), Oklahoma
3110. Washington (OK), County of (County Commission), Oklahoma
3111. Woods County (OK), County of (Board of Commissioners), Oklahoma
3112. Woodward (OK), County of (Board of Commissioners), Oklahoma
3113. Yukon (OK), City of, Oklahoma
3114. Clackamas (OR), County of, Oregon
3115. Clatsop (OR), County of, Oregon
3116. Columbia (OR), County of, Oregon
3117. Coos (OR), County of, Oregon
3118. Curry (OR), County of, Oregon
3119. Jackson (OR), County of, Oregon
3120. Josephine (OR), County of, Oregon
3121. Lane (OR), County of, Oregon
3122. Multnomah (OR), County of, Oregon
3123. Portland (OR), City of, Oregon
3124. Washington (OR), County of, Oregon
3125. Yamhill (OR), County of, Oregon
3126. Adams (PA), County of, Pennsylvania
3127. Aliquippa (PA), City of, Pennsylvania
3128. Allegheny, (PA), County of, Pennsylvania
3129. Allentown (PA), City of, Pennsylvania
3130. Armstrong (PA), County of, Pennsylvania
3131. Beaver (PA), County of, Pennsylvania
3132. Bedford (PA), County of, Pennsylvania
3133. Bensalem (PA), Township of, Pennsylvania

3134. Berks (PA) County of (District Attorney John Adams), Pennsylvania
3135. Bradford (PA), County of, Pennsylvania
3136. Bristol (PA), Township, Pennsylvania
3137. Bucks (PA), County of, Pennsylvania
3138. Cambria (PA), County of, Pennsylvania
3139. Carbon (PA), County of, Pennsylvania
3140. Chester (PA), County of, Pennsylvania
3141. Clarion (PA), County of, Pennsylvania
3142. Clearfield (PA), County of, Pennsylvania
3143. Clinton (PA), County of, Pennsylvania
3144. Coatesville (PA), City of, Pennsylvania
3145. Columbia (PA), County of, Pennsylvania
3146. Cumberland (PA), County of, Pennsylvania
3147. Dauphin (PA) County, of (District Attorney Francis Chardo), Pennsylvania
3148. Delaware (PA), County of, Pennsylvania
3149. Edwardsville (PA), Borough of, Pennsylvania
3150. Erie (PA), County of, Pennsylvania
3151. Exeter (PA), Borough of, Pennsylvania
3152. Fairview (PA), Township of, Pennsylvania
3153. Fayette (PA), County of, Pennsylvania
3154. Forty Fort (PA), Borough of, Pennsylvania
3155. Franklin (PA), County of, Pennsylvania
3156. Greene (PA), County of, Pennsylvania
3157. Hanover (PA), Township of, Pennsylvania
3158. Hazleton (PA), City of, Pennsylvania
3159. Huntingdon (PA), County of, Pennsylvania
3160. Indiana (PA), County of, Pennsylvania
3161. Kingston (PA), Borough of, Pennsylvania
3162. Lackawanna (PA), County of, Pennsylvania
3163. Lawrence (PA), County of, Pennsylvania
3164. Lehigh (PA), County of, Pennsylvania
3165. Lock Haven (PA), City of, Pennsylvania
3166. Lower Makefield (PA), Township of, Pennsylvania
3167. Lower Southampton (PA), Township of, Pennsylvania
3168. Luzerne (PA), County of, Pennsylvania
3169. Lycoming (PA), County of, Pennsylvania
3170. Mercer (PA), County of, Pennsylvania
3171. Middletown (PA), Township of, Pennsylvania
3172. Monroe (PA), County of, Pennsylvania
3173. Morrisville (PA), Borough of, Pennsylvania
3174. Nanticoke (PA), City of, Pennsylvania
3175. New Castle (PA), City of, Pennsylvania
3176. Newtown (PA), Township of, Pennsylvania
3177. Norristown (PA), Municipality of, Pennsylvania
3178. Northampton (PA) County of (District Attorney Terence Houck), Pennsylvania
3179. Northumberland (PA), County of, Pennsylvania
3180. Philadelphia (PA), City of, Pennsylvania
3181. Pike (PA), County of, Pennsylvania
3182. Pittsburgh (PA), City of, Pennsylvania
3183. Plains (PA), Township, Pennsylvania
3184. Schuylkill (PA), County of, Pennsylvania
3185. Sugar Notch (PA), Borough, Pennsylvania
3186. Tioga (PA), County of, Pennsylvania
3187. Union (PA), Township of, Pennsylvania
3188. Warminster (PA), Township of, Pennsylvania
3189. Warrington (PA), Township of, Pennsylvania
3190. Washington (PA), County of, Pennsylvania
3191. West Norriton (PA), Township of, Pennsylvania
3192. West Pittston (PA), Borough of, Pennsylvania
3193. Westmoreland (PA), County of, Pennsylvania
3194. Wilkes-Barre (PA), City of, Pennsylvania
3195. Wilkes-Barre (PA), Township, Pennsylvania
3196. Wright (PA), Township of, Pennsylvania
3197. Wyoming (PA), Borough of, Pennsylvania
3198. Wyoming (PA), County of, Pennsylvania
3199. York (PA), County of, Pennsylvania
3200. Adjuntas (PR), Municipality of, Puerto Rico
3201. Arroyo (PR), Municipality of, Puerto Rico
3202. Barceloneta (PR), Municipality of, Puerto Rico
3203. Bayamon (PR), Municipality of, Puerto Rico
3204. Caguas (PR), Municipality of, Puerto Rico
3205. Canovanas Puerto Rico (PR), Municipality of, Puerto Rico
3206. Catano (PR), Municipality of, Puerto Rico
3207. Cayey (PR), Municipality of, Puerto Rico
3208. Ceiba (PR), Municipality of, Puerto Rico
3209. Cidra (PR), Municipality of, Puerto Rico
3210. Coamo (PR), Municipality of, Puerto Rico
3211. Guayanilla (PR), Municipality of, Puerto Rico
3212. Isla de Vieques (PR), Municipality of, Puerto Rico
3213. Juncos (PR), Municipality of, Puerto Rico
3214. Loiza (PR), Municipality of, Puerto Rico
3215. Rio Grande (PR), Municipality of, Puerto Rico

3216. Sabana Grande (PR), Municipality of, Puerto Rico
3217. San Juan (PR), Municipality of, Puerto Rico
3218. Vega Alta (PR), Municipality of, Puerto Rico
3219. Villalba (PR), Municipality of, Puerto Rico
3220. Yabucoa (PR), Municipality of, Puerto Rico
3221. Barrington (RI), Town of, Rhode Island
3222. Bristol (RI), Town of, Rhode Island
3223. Burrillville (RI), Town of, Rhode Island
3224. Central Falls (RI), City of, Rhode Island
3225. Charlestown (RI), Town of, Rhode Island
3226. Coventry (RI), Town of, Rhode Island
3227. Cranston (RI), City of, Rhode Island
3228. Cumberland (RI), Town of, Rhode Island
3229. East Greenwich (RI), Town of, Rhode Island
3230. East Providence (RI), City of, Rhode Island
3231. Foster (RI), Town of, Rhode Island
3232. Glocester (RI), Town of, Rhode Island
3233. Hopkinton (RI), Town of, Rhode Island
3234. Jamestown (RI), Town of, Rhode Island
3235. Johnston (RI), Town of, Rhode Island
3236. Middletown (RI), Town of, Rhode Island
3237. Narragansett (RI), Town of, Rhode Island
3238. Newport (RI), City of, Rhode Island
3239. North Kingstown (RI), Town of, Rhode Island
3240. North Providence (RI), Town of, Rhode Island
3241. Pawtucket (RI), City of, Rhode Island
3242. Portsmouth (RI), Town of, Rhode Island
3243. Providence (RI), City of, Rhode Island
3244. Richmond (RI), Town of, Rhode Island
3245. Scituate (RI), Town of, Rhode Island
3246. Smithfield (RI), Town of, Rhode Island
3247. South Kingstown (RI), Town of, Rhode Island
3248. Warren (RI), Town of, Rhode Island
3249. Warwick (RI), City of, Rhode Island
3250. West Greenwich (RI), Town of, Rhode Island
3251. West Warwick (RI), Town of, Rhode Island
3252. Westerly (RI), Town of, Rhode Island
3253. Woonsocket (RI), City of, Rhode Island
3254. Abbeville (SC), County of, South Carolina
3255. Aiken (SC), County of, South Carolina
3256. Allendale (SC), County of, South Carolina
3257. Anderson (SC), County of, South Carolina
3258. Bamberg (SC), County of, South Carolina
3259. Barnwell (SC), County of, South Carolina
3260. Beaufort (SC), County of, South Carolina
3261. Berkeley (SC), County of, South Carolina
3262. Calhoun (SC), County of, South Carolina
3263. Charleston (SC), City of, South Carolina
3264. Charleston (SC), County of, South Carolina
3265. Cherokee (SC), County of, South Carolina
3266. Chester (SC), City of, South Carolina
3267. Chester (SC), County of, South Carolina
3268. Chesterfield (SC), County of, South Carolina
3269. Clarendon (SC), County of, South Carolina
3270. Colleton (SC), County of, South Carolina
3271. Columbia (SC), City of, South Carolina
3272. Dillon (SC), County of, South Carolina
3273. Dorchester (SC), County of, South Carolina
3274. Edgefield (SC), County of, South Carolina
3275. Fairfield (SC) County of, South Carolina
3276. Florence (SC), County of, South Carolina
3277. Georgetown (SC), City of, South Carolina
3278. Georgetown (SC), County of, South Carolina
3279. Greenville (SC), County of, South Carolina
3280. Greenwood (SC), County of, South Carolina
3281. Hampton (SC), County of, South Carolina
3282. Horry (SC), County of, South Carolina
3283. Jasper (SC), County of, South Carolina
3284. Kershaw (SC) County Hospital Board, South Carolina
3285. Kershaw (SC), County of, South Carolina
3286. Lancaster (SC), County of, South Carolina
3287. Laurens (SC), County of, South Carolina
3288. Lee (SC), County of, South Carolina
3289. Lexington County (SC), South Carolina
3290. Marion (SC), County of, South Carolina
3291. Marlboro (SC), County of, South Carolina
3292. McCormick (SC), County of, South Carolina
3293. Mt. Pleasant (SC), Town of, South Carolina
3294. Myrtle Beach (SC), City of, South Carolina
3295. Newberry (SC), County of, South Carolina
3296. North Charleston (SC), City of, South Carolina
3297. Oconee (SC), County of, South Carolina
3298. Orangeburg (SC), City of, South Carolina
3299. Orangeburg (SC), County of, South Carolina
3300. Pickens (SC) County of, South Carolina
3301. Richland (SC), County of, South Carolina
3302. Saluda (SC), County of, South Carolina

3303. Spartanburg (SC), County of, South Carolina
3304. Summerville (SC), Town of, South Carolina
3305. Sumter (SC), County of, South Carolina
3306. Union (SC), County of, South Carolina
3307. Williamsburg (SC) County of, South Carolina
3308. York (SC), County of, South Carolina
3309. Pennington (SD), County of, South Dakota
3310. Alexandria (TN), Town of, Tennessee
3311. Algood (TN), City of, Tennessee
3312. Ardmore (TN), City of, Tennessee
3313. Arlington (TN), Town of, Tennessee
3314. Auburntown (TN), Town of, Tennessee
3315. Baxter (TN), Town of, Tennessee
3316. Bedford (TN), County of, Tennessee
3317. Bell Buckle (TN), Town of, Tennessee
3318. Blount (TN), County of, Tennessee
3319. Byrdstown (TN), Town of, Tennessee
3320. Campbell (TN), County of, Tennessee
3321. Cannon (TN), County of, Tennessee
3322. Celine (TN), City of, Tennessee
3323. Centertown (TN), Town of, Tennessee
3324. Centerville (TN), Town of, Tennessee
3325. Chapel Hill (TN), Town of, Tennessee
3326. Claiborne (TN), County of, Tennessee
3327. Clarksville (TN), City of, Tennessee
3328. Clay (TN), County of, Tennessee
3329. Clifton (TN), City of, Tennessee
3330. Collinwood (TN), City of, Tennessee
3331. Columbia (TN), City of, Tennessee
3332. Cookeville (TN), City of, Tennessee
3333. Cornersville (TN), Town of, Tennessee
3334. Crab Orchard (TN), City of, Tennessee
3335. Crockett (TN), County of, Tennessee
3336. Crossville (TN), City of, Tennessee
3337. Cumberland (TN), County of, Tennessee
3338. Dandridge (TN), Town of, Tennessee
3339. Decatur (TN), County of, Tennessee
3340. Decatur (TN), Town of, Tennessee
3341. Dekalb (TN), County of, Tennessee
3342. Dowelltown (TN), Town of, Tennessee
3343. Doyle (TN), Town of, Tennessee
3344. Eagleville (TN), City of, Tennessee
3345. Elkton (TN), City of, Tennessee
3346. Ethridge (TN), Town of, Tennessee
3347. Fayetteville (TN), City of, Tennessee
3348. Fentress (TN), County of, Tennessee
3349. Gatlinburg (TN) City of, Tennessee
3350. Germantown (TN), City of, Tennessee
3351. Giles (TN), County of, Tennessee
3352. Greene (TN), County of, Tennessee
3353. Hamilton (TN), County of, Tennessee
3354. Hancock (TN), County of, Tennessee
3355. Hawkins (TN), County of, Tennessee
3356. Haywood (TN), County of, Tennessee
3357. Henderson (TN), County of, Tennessee
3358. Iron City (TN), City of, Tennessee
3359. Jefferson (TN), County of, Tennessee
3360. Johnson (TN), County of, Tennessee
3361. La Vergne (TN), City of, Tennessee
3362. Lauderdale (TN), County of, Tennessee
3363. Lawrence (TN), County of, Tennessee
3364. Lawrenceburg (TN), City of, Tennessee
3365. Lewisburg (TN), City of, Tennessee
3366. Lexington (TN), City of, Tennessee
3367. Liberty (TN), Town of, Tennessee
3368. Lincoln (TN), County of, Tennessee
3369. Livingston (TN), Town of, Tennessee
3370. Loretto (TN), City of, Tennessee
3371. Lynchburg (TN), City of, Tennessee
3372. Lynnville (TN), Town of, Tennessee
3373. Madison (TN), County of, Tennessee
3374. Marshall (TN), County of, Tennessee
3375. Maryville (TN), City of, Tennessee
3376. Maury (TN), County of, Tennessee
3377. McMinnville (TN), City of, Tennessee
3378. Memphis (TN), City of, Tennessee
3379. Millington (TN), City of, Tennessee
3380. Minor Hill (TN), City of, Tennessee
3381. Monterey (TN), Town of, Tennessee
3382. Montgomery (TN), County of, Tennessee
3383. Moore (TN), County of, Tennessee
3384. Morgan (TN), County of, Tennessee
3385. Morrison (TN), Town of, Tennessee
3386. Mount Pleasant (TN), City of, Tennessee
3387. Murfreesboro (TN), City of, Tennessee
3388. Nashville and Davidson County (TN), Government of, Tennessee
3389. Normandy (TN), Town of, Tennessee
3390. Obion (TN), County of, Tennessee
3391. Overton (TN), County of, Tennessee
3392. Petersburg (TN), Town of, Tennessee
3393. Pickett (TN), County of, Tennessee
3394. Pigeon Forge (TN), City of, Tennessee
3395. Pleasant Hill (TN), Town of, Tennessee
3396. Pulaski (TN), City of, Tennessee
3397. Putnam (TN), County of, Tennessee
3398. Ripley (TN), City of, Tennessee
3399. Rutherford (TN), County of, Tennessee
3400. Scott (TN), County, Tennessee
3401. Shelby (TN), County of (Board of Commissioners), Tennessee
3402. Shelbyville (TN), City of, Tennessee
3403. Smith (TN), County of, Tennessee

3404. Smithville (TN), City of, Tennessee
3405. Smyrna (TN), Town of, Tennessee
3406. Sparta (TN), City of, Tennessee
3407. Spencer (TN), Town of, Tennessee
3408. Spring Hill (TN), City of, Tennessee
3409. St. Joseph (TN), City of, Tennessee
3410. Sumner (TN), County of, Tennessee
3411. Van Buren (TN), County of, Tennessee
3412. Viola (TN), Town of, Tennessee
3413. Warren (TN), County of, Tennessee
3414. Wartrace (TN), Town of, Tennessee
3415. Washington (TN), County of, Tennessee
3416. Wayne (TN), County of, Tennessee
3417. Waynesboro (TN), City of, Tennessee
3418. White (TN), County of, Tennessee
3419. Williamson (TN), County of, Tennessee
3420. Woodbury (TN), Town of, Tennessee
3421. Angelina (TX), County of, Texas
3422. Bailey (TX), County of, Texas
3423. Bastrop (TX), County of, Texas
3424. Bee (TX), County of, Texas
3425. Bexar (TX), County of, Texas
3426. Bexar County Hospital District d/b/a University Health System (TX), Texas
3427. Blanco (TX), County of, Texas
3428. Bowie (TX), County of, Texas
3429. Brazos (TX), County of, Texas
3430. Brooks (TX), County of, Texas
3431. Burleson (TX), County of, Texas
3432. Burnet (TX), County of, Texas
3433. Caldwell (TX), County of, Texas
3434. Calhoun (TX), County of, Texas
3435. Cameron (TX), County of, Texas
3436. Camp (TX), County of, Texas
3437. Cass (TX), County of, Texas
3438. Castro (TX), County of, Texas
3439. Cherokee (TX), County of, Texas
3440. Childress (TX), County of, Texas
3441. Clay (TX), County of, Texas
3442. Colorado (TX), County of, Texas
3443. Cooke (TX), County of, Texas
3444. Coryell (TX), County of, Texas
3445. Dallas (TX), County of, Texas
3446. Dallas County Hospital District d/b/a Parkland Health & Hospital System (TX), Texas
3447. Delta (TX), County of, Texas
3448. Dimmit (TX), County of, Texas
3449. Duval (TX), County of, Texas
3450. Eagle Pass (TX), City of, Texas
3451. Ector (TX), County of, Texas
3452. El Paso (TX), County of, Texas
3453. Ellis (TX), County of, Texas
3454. Falls (TX), County of, Texas
3455. Fannin (TX), County of, Texas
3456. Fort Bend (TX), County of, Texas
3457. Franklin (TX), County of, Texas
3458. Freestone (TX), County of, Texas
3459. Galveston (TX), County of, Texas
3460. Grayson (TX), County of, Texas
3461. Guadalupe (TX), County of, Texas
3462. Guadalupe Valley Hospital a/k/a Guadalupe Regional Medical Center (TX), Texas
3463. Hardin (TX), County of, Texas
3464. Harris (TX), County of, Texas
3465. Harris County Hospital District d/b/a Harris Health System (TX), Texas
3466. Harrison (TX), County of, Texas
3467. Haskell (TX), County of, Texas
3468. Hays (TX), County of, Texas
3469. Henderson (TX), County of, Texas
3470. Hidalgo (TX), County of, Texas
3471. Hopkins (TX), County of, Texas
3472. Houston (TX), City of, Texas
3473. Houston (TX), County of, Texas
3474. Irving Independent School District (TX), Texas
3475. Jasper (TX), County of, Texas
3476. Jefferson (TX), County of, Texas
3477. Jim Hogg (TX), County of, Texas
3478. Jim Wells (TX), County of, Texas
3479. Johnson (TX), County of, Texas
3480. Jones (TX), County of, Texas
3481. Kaufman (TX), County of, Texas
3482. Kendall (TX), County of, Texas
3483. Kerr (TX), County of, Texas
3484. Kinney (TX), County of, Texas
3485. Kleberg (TX), County of, Texas
3486. La Salle (TX), County of, Texas
3487. Lamar (TX), County of, Texas
3488. Laredo (TX), City of, Texas
3489. Leon (TX), County of, Texas
3490. Leon Valley (TX), City of, Texas
3491. Liberty (TX), County of, Texas
3492. Limestone (TX), County of, Texas
3493. Lubbock (TX), County of, Texas
3494. Madison (TX), County of, Texas
3495. Marion (TX), County of, Texas
3496. Maverick (TX), County of, Texas
3497. McLennan (TX), County of, Texas
3498. McMullen (TX), County of, Texas
3499. Milam (TX), County of, Texas
3500. Mitchell (TX), County of, Texas
3501. Montgomery (TX), County of, Texas
3502. Morris (TX), County of, Texas

3503. Nacogdoches (TX), County of, Texas
3504. Newton (TX), County of, Texas
3505. Nolan (TX), County of, Texas
3506. Nueces (TX), County of, Texas
3507. Nueces County Hospital District (TX), Texas
3508. Ochiltree County Hospital District (TX), Texas
3509. Orange (TX), County of, Texas
3510. Palo Pinto County Hospital District a/k/a Palo Pinto General Hospital (TX), Texas
3511. Panola (TX), County of, Texas
3512. Parker (TX), County of, Texas
3513. Polk (TX), County of, Texas
3514. Potter (TX), County of, Texas
3515. Red River (TX), County of, Texas
3516. Roberts (TX), County of, Texas
3517. Robertson (TX), County of, Texas
3518. Rockwall (TX), County of, Texas
3519. Rusk (TX), County of, Texas
3520. San Antonio (TX), City of, Texas
3521. San Patricio (TX), County of, Texas
3522. San Saba (TX), County of, Texas
3523. Shackelford (TX), County of, Texas
3524. Shelby (TX), County of, Texas
3525. Smith (TX), County of, Texas
3526. Socorro Independent School District (TX), Texas
3527. Stephens (TX), County of, Texas
3528. Tarrant (TX), County of, Texas
3529. Tarrant County Hospital District (TX) d/b/a JPS Health Network, Texas
3530. Terrell (TX), County of, Texas
3531. Texarkana Independent School District (TX), Texas
3532. Throckmorton (TX), County of, Texas
3533. Titus (TX), County of, Texas
3534. Travis (TX), County of, Texas
3535. Trinity (TX), County of, Texas
3536. Upshur (TX), County of, Texas
3537. Uvalde (TX), County of, Texas
3538. Van Zandt (TX), County of, Texas
3539. Walker (TX), County of, Texas
3540. Waller (TX), County of, Texas
3541. Webb (TX), County of, Texas
3542. West Wharton County (TX) Hospital District, Texas
3543. Wichita (TX), County of, Texas
3544. Williamson (TX), County of, Texas
3545. Wilson (TX), County of, Texas
3546. Wilson County Memorial Hospital District (TX), Texas
3547. Wood (TX), County of, Texas
3548. Zavala (TX), County of, Texas
3549. Beaver (UT), County of, Utah
3550. Cache (UT), County of, Utah
3551. Carbon (UT), County of, Utah
3552. Daggett (UT), County of, Utah
3553. Davis (UT), County of, Utah
3554. Duchesne (UT), County of, Utah
3555. Emery (UT), County of, Utah
3556. Garfield (UT), County of, Utah
3557. Grand (UT), County of, Utah
3558. Iron (UT), County of, Utah
3559. Juab (UT), County of, Utah
3560. Kane (UT), County of, Utah
3561. Millard (UT), County of, Utah
3562. Piute (UT), County of, Utah
3563. Rich (UT), County of, Utah
3564. Salt Lake (UT), County of, Utah
3565. San Juan (UT), County of, Utah
3566. Sanpete (UT), County of, Utah
3567. Sevier (UT), County of, Utah
3568. Summit (UT), County of, Utah
3569. The Tricounty Health Department (UT), Utah
3570. Tooele (UT), County of, Utah
3571. Tri-County Health Department (UT), Utah
3572. Uintah (UT), County of, Utah
3573. Utah (UT), County of, Utah
3574. Wasatch (UT), County of, Utah
3575. Washington (UT), County of, Utah
3576. Wayne (UT), County of, Utah
3577. Weber (UT), County of, Utah
3578. Bennington (VT), Town of, Vermont
3579. Brattleboro (VT), Town of, Vermont
3580. Sharon (VT), Town of, Vermont
3581. St. Albans (VT), City of, Vermont
3582. Accomack (VA), County of, Virginia
3583. Alexandria (VA), City of, Virginia
3584. Alleghany (VA), County of, Virginia
3585. Amherst (VA), County of, Virginia
3586. Arlington (VA), County of (County Board), Virginia
3587. Bland (VA), County of, Virginia
3588. Botetourt (VA), County of, Virginia
3589. Bristol (VA), City of, Virginia
3590. Buchanan (VA), County of, Virginia
3591. Buena Vista (VA), City of, Virginia
3592. Carroll (VA), County of, Virginia
3593. Charlotte (VA), County of, Virginia
3594. Chesapeake (VA), City of, Virginia
3595. Chesapeake Hospital Corporation (VA), Virginia
3596. Chesterfield (VA), County of, Virginia
3597. Covington (VA), City of, Virginia

3598. Culpeper (VA), County of, Virginia
3599. Cumberland (VA), County of, Virginia
3600. Danville (VA), City of, Virginia
3601. Dickenson (VA), County of, Virginia
3602. Dinwiddie (VA), County of, Virginia
3603. Emporia (VA), City of, Virginia
3604. Fairfax (VA), City of, Virginia
3605. Fairfax (VA), County of (Board of Supervisors), Virginia
3606. Fauquier (VA), County of, Virginia
3607. Floyd (VA), County of, Virginia
3608. Franklin (VA), County of, Virginia
3609. Frederick (VA), County of, Virginia
3610. Fredericksburg (VA), City of, Virginia
3611. Galax (VA), City of, Virginia
3612. Giles (VA), County of, Virginia
3613. Goochland (VA), County of, Virginia
3614. Grayson (VA), County of, Virginia
3615. Greensville (VA), County of, Virginia
3616. Halifax (VA), County of, Virginia
3617. Henrico (VA), County of, Virginia
3618. Henry (VA), County of, Virginia
3619. Hopewell (VA), City of, Virginia
3620. Isle of Wight (VA), County of, Virginia
3621. King and Queen (VA), County of, Virginia
3622. Lee (VA), County of, Virginia
3623. Lexington (VA), City of, Virginia
3624. Loudoun (VA), County of, Virginia
3625. Louisa (VA), County of, Virginia
3626. Madison (VA), County of, Virginia
3627. Martinsville (VA), City of, Virginia
3628. Mecklenburg (VA), County of, Virginia
3629. Montgomery (VA), County of, Virginia
3630. Norfolk (VA), City of, Virginia
3631. Northampton (VA), County of, Virginia
3632. Northumberland (VA), County of, Virginia
3633. Norton (VA), City of, Virginia
3634. Page (VA), County of, Virginia
3635. Patrick (VA), County of, Virginia
3636. Pittsylvania (VA), County of, Virginia
3637. Portsmouth (VA), City of, Virginia
3638. Prince George (VA), County of, Virginia
3639. Prince William (VA), County of (Board of Supervisors), Virginia
3640. Pulaski (VA), County of, Virginia
3641. Radford (VA), City of, Virginia
3642. Richlands (VA), Town of, Virginia
3643. Richmond (VA), City of, Virginia
3644. Richmond (VA), County of, Virginia
3645. Roanoke (VA), City of, Virginia
3646. Roanoke (VA), County of, Virginia
3647. Rockbridge (VA), County of, Virginia
3648. Russell (VA), County of, Virginia
3649. Salem (VA), City of, Virginia
3650. Scott (VA), County of (Board of Supervisors), Virginia
3651. Shenandoah (VA), County of, Virginia
3652. Smyth (VA), County of, Virginia
3653. Stafford (VA), County of, Virginia
3654. Tazewell (VA), County of, Virginia
3655. Virginia Beach (VA), City of, Virginia
3656. Virginia Beach (VA), City of (Sheriff), Virginia
3657. Warren (VA), County of, Virginia
3658. Washington (VA), County of, Virginia
3659. Waynesboro (VA), City of, Virginia
3660. Westmoreland (VA), County of, Virginia
3661. Winchester (VA), City of, Virginia
3662. Wise (VA), County of (Board of Supervisors), Virginia
3663. Wythe (VA), County of, Virginia
3664. Anacortes (WA), City of, Washington
3665. Bainbridge Island (WA), City of, Washington
3666. Burlington (WA), City of, Washington
3667. Chelan (WA), County of, Washington
3668. Clallam (WA), County of, Washington
3669. Clark (WA), County of, Washington
3670. Everett (WA), City of, Washington
3671. Franklin (WA), County of, Washington
3672. Island (WA), County of, Washington
3673. Jefferson (WA), County of, Washington
3674. Kent (WA), City of, Washington
3675. King (WA), County of, Washington
3676. Kirkland (WA), City of, Washington
3677. Kitsap (WA), County of, Washington
3678. Kittitas (WA), County of, Washington
3679. Lakewood (WA), City of, Washington
3680. Lewis (WA), County of, Washington
3681. Lincoln (WA), County of, Washington
3682. Mount Vernon (WA), City of, Washington
3683. Mount Vernon (WA), School District of, Washington
3684. Olympia (WA), City of, Washington
3685. Pierce (WA), County of, Washington
3686. San Juan (WA), County of, Washington
3687. Seattle (WA), City of, Washington
3688. Sedro-Woolley (WA), City of, Washington
3689. Sedro-Woolley School District (WA), Washington
3690. Skagit (WA), County of, Washington
3691. Snohomish (WA), County of, Washington
3692. Spokane (WA), City of, Washington
3693. Spokane (WA), County of, Washington
3694. Tacoma (WA), City of, Washington

3695. The La Conner School District (WA), Washington
3696. Thurston (WA), County of, Washington
3697. Vancouver (WA), City of, Washington
3698. Walla Walla (WA), County of, Washington
3699. Whatcom (WA), County of, Washington
3700. Whitman (WA), County of, Washington
3701. Adams (WI), County of, Wisconsin
3702. Ashland (WI), County of, Wisconsin
3703. Barron (WI), County of, Wisconsin
3704. Bayfield (WI), County of, Wisconsin
3705. Brown (WI), County of, Wisconsin
3706. Buffalo (WI), County of, Wisconsin
3707. Burnett (WI), County of, Wisconsin
3708. Calumet (WI), County of, Wisconsin
3709. Chippewa (WI), County of, Wisconsin
3710. Clark (WI), County of, Wisconsin
3711. Columbia (WI), County of, Wisconsin
3712. Crawford (WI), County of, Wisconsin
3713. Cudahy (WI), City of, Wisconsin
3714. Dane (WI), County of, Wisconsin
3715. Dodge (WI), County of, Wisconsin
3716. Door (WI), County of, Wisconsin
3717. Douglas (WI), County of, Wisconsin
3718. Dunn (WI), County of, Wisconsin
3719. Eau Claire (WI), County of, Wisconsin
3720. Florence (WI), County of, Wisconsin
3721. Fond du Lac (WI), County of, Wisconsin
3722. Forest (WI), County of, Wisconsin
3723. Franklin (WI), City of, Wisconsin
3724. Grant (WI), County of, Wisconsin
3725. Green (WI), County of, Wisconsin
3726. Green Lake (WI), County of, Wisconsin
3727. Greenfield (WI), City of, Wisconsin
3728. Iowa (WI), County of, Wisconsin
3729. Iron (WI), County of, Wisconsin
3730. Jackson (WI), County of, Wisconsin
3731. Janesville (WI), City of, Wisconsin
3732. Jefferson (WI), County of, Wisconsin
3733. Juneau (WI), County of, Wisconsin
3734. Kenosha (WI), City of, Wisconsin
3735. Kenosha (WI), County of, Wisconsin
3736. Kewaunee (WI), County of, Wisconsin
3737. La Crosse (WI), County of, Wisconsin
3738. Lafayette (WI), County of, Wisconsin
3739. Langlade (WI), County of, Wisconsin
3740. Lincoln (WI), County of, Wisconsin
3741. Manitowoc (WI), County of, Wisconsin
3742. Marathon (WI), County of, Wisconsin
3743. Marinette (WI), City of, Wisconsin
3744. Marinette (WI), County of, Wisconsin
3745. Marquette (WI), County of, Wisconsin
3746. Menominee (WI), County of, Wisconsin
3747. Milwaukee (WI), City of, Wisconsin
3748. Milwaukee (WI), County of, Wisconsin
3749. Monroe (WI), County of, Wisconsin
3750. Mount Pleasant (WI), Village of, Wisconsin
3751. Oak Creek (WI), City of, Wisconsin
3752. Oconto (WI), County of, Wisconsin
3753. Oneida (WI), County of, Wisconsin
3754. Outagamie (WI), County of, Wisconsin
3755. Ozaukee (WI), County of, Wisconsin
3756. Pepin (WI), County of, Wisconsin
3757. Pierce (WI), County of, Wisconsin
3758. Pleasant Prairie (WI), Village of, Wisconsin
3759. Portage (WI), County of, Wisconsin
3760. Price (WI), County of, Wisconsin
3761. Racine (WI), County of, Wisconsin
3762. Richland (WI), County of, Wisconsin
3763. Rock (WI), County of, Wisconsin
3764. Rusk (WI), County of, Wisconsin
3765. Sauk (WI), County of, Wisconsin
3766. Sawyer (WI), County of, Wisconsin
3767. Shawano (WI), County of, Wisconsin
3768. Sheboygan (WI), County of, Wisconsin
3769. South Milwaukee (WI), City of, Wisconsin
3770. St. Croix (WI), County of, Wisconsin
3771. Sturtevant (WI), Village of, Wisconsin
3772. Superior (WI), City of, Wisconsin
3773. Taylor (WI), County of, Wisconsin
3774. Trempealeau (WI), County of, Wisconsin
3775. Union Grove (WI), Village of, Wisconsin
3776. Vernon (WI), County of, Wisconsin
3777. Vilas (WI), County of, Wisconsin
3778. Walworth (WI), County of, Wisconsin
3779. Washburn (WI), County of, Wisconsin
3780. Washington (WI), County of, Wisconsin
3781. Waukesha (WI), County of, Wisconsin
3782. Waupaca (WI), County of, Wisconsin
3783. Waushara (WI), County of, Wisconsin
3784. Wauwatosa (WI), City of, Wisconsin
3785. West Allis (WI), City of, Wisconsin
3786. Winnebago (WI), County of, Wisconsin
3787. Wood (WI), County of, Wisconsin
3788. Yorkville (WI), Village of, Wisconsin
3789. Carbon (WY), County of, Wyoming
3790. Casper (WY), City of, Wyoming
3791. Cheyenne (WY), City of, Wyoming
3792. Green River (WY), City of, Wyoming
3793. Riverton (WY), City of, Wyoming
3794. Rock Springs (WY), City of, Wyoming
3795. Sweetwater (WY), County of, Wyoming

EXHIBIT D

Later Litigating Subdivision Suspension and Offset Determinations

<u>Participation Tier</u>	<u>Per Capita Amount¹³</u>	<u>Suspension Percentage</u>	<u>Offset Cap</u>	<u>Suspension Deadline and Ending Point</u>
1	\$2,500	66%	66%	Earlier of (1) 6 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.
2	\$2,000	33.33%	34%	Earlier of (1) 6 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.
3	\$1,500	27.5%	30%	Earlier of (1) 9 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.
4	\$1,000	20%	25%	Earlier of (1) 9 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.

¹³ Population will be measured at the level of the Later Litigating Subdivision as described in Section XIV.A, Section XIV.B, and Section XIV.C.

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B **Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARI*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT F

List of States and Overall Allocation Percentages

Alabama	1.6419290312%
Alaska	0.2584550539%
American Samoa	0.0174042885%
Arizona	2.3755949882%
Arkansas	0.9663486633%
California	9.9213830698%
Colorado	1.6616291219%
Connecticut	1.3343523420%
Delaware	0.4900019063%
District of Columbia	0.2048876457%
Florida	7.0259134409%
Georgia	2.7882080114%
Guam	0.0509264160%
Hawaii	0.3418358185%
Idaho	0.5254331620%
Illinois	3.3263363702%
Indiana	2.2168933059%
Iowa	0.7579283477%
Kansas	0.8042000625%
Kentucky	2.0929730531%
Louisiana	1.5154431983%
Maine	0.5613880586%
Maryland	2.1106090494%
Massachusetts	2.3035761083%
Michigan	3.4020234989%
Minnesota	1.2972597706%
Mississippi	0.8898883053%
Missouri	2.0056475170%
Montana	0.3421667920%
N. Mariana Islands	0.0185877315%
Nebraska	0.4291907949%
Nevada	1.2486754235%
New Hampshire	0.6258752503%
New Jersey	2.7551354545%
New Mexico	0.8557238713%
New York	5.3903813405%

North Carolina	3.2502525994%
North Dakota	0.1858703224%
Ohio	4.3567051408%
Oklahoma	1.5831626090%
Oregon	1.4236951885%
Pennsylvania	4.5882419559%
Puerto Rico	0.7263201134%
Rhode Island	0.4895626814%
South Carolina	1.5834654145%
South Dakota	0.2169945907%
Tennessee	2.6881474977%
Texas	6.2932157196%
Utah	1.1889437113%
Vermont	0.2844241374%
Virgin Islands	0.0340410553%
Virginia	2.2801150757%
Washington	2.3189040182%
Wisconsin	1.7582560561%
Wyoming	0.1954758491%

EXHIBIT G

Subdivisions Eligible to Receive Direct Allocations from the Subdivision Fund and Default Subdivision Fund Allocation Percentages

The Subdivisions set forth on this Exhibit G are eligible to receive direct allocations from the Subdivision Fund, if such Subdivisions are otherwise eligible to receive such funds under this Agreement. By default, the Subdivisions set forth on this Exhibit G shall include: (1) all Litigating Subdivisions that are General Purpose Governments; (2) all counties and parishes in States with functional counties or parishes; (3) all Subdivisions that are the highest level of General Purpose Government in States without functional counties or parishes; and (4) all other Subdivisions that are General Purpose Governments with a population of 10,000 or greater. A State may elect to add any additional Subdivisions to this Exhibit G at any time prior to the Initial Participation Date.

Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, this Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3.

For the avoidance of doubt, inclusion on this Exhibit G shall not create any claim for any amount of the Settlement Fund, and no such amounts shall be allocated or distributed to any Subdivision included herein if such Subdivision does not otherwise meet all requirements to receive any such funds pursuant to this Agreement.

The Parties recognize the benefits of remediation funds reaching all communities, including through direct payments from the Subdivision Fund. However, to promote efficiency in the use of such funds and avoid administratively-burdensome disbursements that would be too small to add a meaningful abatement response, certain Subdivisions do not receive a direct allocation from the Subdivision Fund. However, such Subdivisions will benefit from Opioid Remediation in their community, and are eligible to receive direct benefits from the Abatement Accounts Fund in their State. All settlement funds, whether allocated to a Settling State, an Abatement Accounts Fund or a Subdivision listed on this Exhibit G can be used for Opioid Remediation in communities not listed herein.

As provided by Section V.D.4.c, the Allocation Percentages shown below apply to distribution of each Settling State's Subdivision Fund in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. The allocation that would have otherwise gone to General Purpose Government Subdivisions not listed below as receiving a direct allocation shall be (1) directed to the county or parish in which such Subdivision is located in Settling States with functional counties or parishes if the relevant county or parish is a Participating Subdivision or (2) to the highest-level General Purpose Government in which such Subdivision is located in Settling States without functional counties or parishes if the relevant highest-level General

Purpose Government is a Participating Subdivision. Where the relevant county, parish or highest-level General Purpose Government is not a Participating Subdivision, allocations of General Purpose Subdivisions not listed below as eligible to become Participating Subdivisions shall be allocated pursuant to Section VII.I. The redirecting of funds described in this paragraph is intended to promote the efficient use of Opioid Remediation funds while keeping, where possible, local control of the distribution of those funds.

This Exhibit G will be updated with Subdivisions receiving a Subdivision Allocation Percentage pursuant to Section I.YYY.

EXHIBIT H

Participation Tier Determination¹

Participation Tier²	Number of Settling States as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3)³	Percentage of Litigating Subdivisions in Settling States that are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3)^{4,5} (“Percentage of Litigating Subdivisions”)	Percentage of Primary Subdivisions that are Non-Litigating Subdivisions in Settling States that are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3) (“Percentage of Non-Litigating Subdivisions”)
1	44 out of 49	95%	90% (Primary Subdivisions only)
2	45 out of 49	96%	96% (Primary Subdivisions only)
3	46 out of 49	97%	97% (Primary Subdivisions only)
4	48 out of 49	98%	97% (Primary Subdivisions only)

¹ For the avoidance of doubt, the determinations that a sufficient number of states have agreed to be Settling States and there has been sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States as described in the preamble, Section II.A and Section VIII.A remain in the sole discretion of the Settling Distributors.

² In order to qualify for the relevant tier, the minimum amounts listed in each of the “Number of Settling States,” “Percentage of Litigating Subdivisions,” and “Percentage of Non-Litigating Primary Subdivisions” columns must be met or surpassed.

³ For the sole purpose of the Participation Tier determination under this Exhibit H, the States used to calculate each criterion (including the Percentage of Litigating Subdivisions and Percentage of Non-Litigating Subdivisions) will include each of the 50 states in the United States, except West Virginia, for a total of 49 states. For the avoidance of doubt, notwithstanding the definition of “State” in Section I.TTT or Exhibit F, neither Washington, D.C., nor any territory of the United States will be included for purposes of determining the participation tier under this Exhibit H.

⁴ School Districts, Health Districts, Hospital Districts, Library Districts and Fire Districts that satisfy the definition of Litigating Subdivision will be included for purposes of determining the Percentage of Litigating Subdivisions. These categories of Special District shall have their population measured as set forth in Section XIV.B. Any other Special Districts that satisfy the definition of Litigating Subdivisions will not be included for purposes of calculating the Participation Tier.

The Percentage of Litigating Subdivisions and Percentage of Non-Litigating Primary Subdivisions will be calculated as follows: each Litigating Subdivision and each Non-Litigating Subdivision in the 49 states used to calculate the Participation Tier will be assigned a metric reflecting both population and severity (the “Population-Severity Metric”). The Population-Severity Metric shall be the Subdivision’s population plus the Subdivision’s population multiplied by the severity factor for the State of the Subdivision (the severity factors for each State are attached as Exhibit X hereto) and then divided in two, thus giving fifty percent (50%) weight to each of population and population multiplied by the severity factor. The denominator for each Percentage shall be the sum total of the Population-Severity Metric for all the Subdivisions in the relevant category (Litigating Subdivisions or Non-Litigating Primary Subdivisions) in the Settling States, notwithstanding that persons may be included within the population (and therefore the Population-Severity Metric) of more than one Subdivision. The numerator will be the sum total of the Population-Severity Metrics of all Subdivisions in the relevant category of Subdivision (i.e., Litigating Subdivisions or Non-Litigating Subdivisions that are also Primary Subdivisions) in the Settling States that are either Participating Subdivisions or are subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution, notwithstanding that persons may be included within the population of more than one Subdivision. An

individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided, however*, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded.

For the avoidance of doubt, Subdivisions in Non-Settling States are excluded from both the denominator and numerator of the calculations for the Percentage of Litigating Subdivisions and Percentage of Non-Litigating Primary Subdivisions.

- ⁵ During the period when the Participation Tier is redetermined annually, Later Participating Subdivisions described in Section VII.E.3 or Section VII.E.4 shall not be included as Participating Subdivisions, and for Subdivisions subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution to be included, the Bar, Case-Specific Resolution, or Settlement Class Resolution must have been in effect both as of the relevant Payment Date and for the entire period since the prior Payment Date.

EXHIBIT I

Primary Subdivisions¹⁶

1. Alabaster city, Alabama *	45. Prattville city, Alabama *	90. Henry County, Alabama
2. Auburn city, Alabama *	46. Russell County, Alabama *	91. Homewood city, Alabama
3. Autauga County, Alabama *	47. Shelby County, Alabama *	92. Hueytown city, Alabama
4. Baldwin County, Alabama *	48. St. Clair County, Alabama *	93. Irondale city, Alabama
5. Birmingham city, Alabama *	49. Talladega County, Alabama *	94. Jacksonville city, Alabama
6. Blount County, Alabama *	50. Tallapoosa County, Alabama *	95. Jasper city, Alabama
7. Calhoun County, Alabama *	51. Tuscaloosa city, Alabama *	96. Lamar County, Alabama
8. Chambers County, Alabama *	52. Tuscaloosa County, Alabama *	97. Leeds city, Alabama
9. Chilton County, Alabama *	53. Vestavia Hills city, Alabama *	98. Macon County, Alabama
10. Coffee County, Alabama *	54. Walker County, Alabama *	99. Marengo County, Alabama
11. Colbert County, Alabama *	55. Albertville city, Alabama	100. Marion County, Alabama
12. Covington County, Alabama *	56. Alexander City city, Alabama	101. Millbrook city, Alabama
13. Cullman County, Alabama *	57. Anniston city, Alabama	102. Monroe County, Alabama
14. Dale County, Alabama *	58. Athens city, Alabama	103. Moody city, Alabama
15. Dallas County, Alabama *	59. Barbour County, Alabama	104. Mountain Brook city, Alabama
16. Decatur city, Alabama *	60. Bessemer city, Alabama	105. Muscle Shoals city, Alabama
17. DeKalb County, Alabama *	61. Bibb County, Alabama	106. Northport city, Alabama
18. Dothan city, Alabama *	62. Bullock County, Alabama	107. Oxford city, Alabama
19. Elmore County, Alabama *	63. Butler County, Alabama	108. Ozark city, Alabama
20. Escambia County, Alabama *	64. Calera city, Alabama	109. Pelham city, Alabama
21. Etowah County, Alabama *	65. Center Point city, Alabama	110. Pell City city, Alabama
22. Florence city, Alabama *	66. Chelsea city, Alabama	111. Pickens County, Alabama
23. Franklin County, Alabama *	67. Cherokee County, Alabama	112. Pike Road town, Alabama
24. Gadsden city, Alabama *	68. Choctaw County, Alabama	113. Prichard city, Alabama
25. Hoover city, Alabama *	69. Clarke County, Alabama	114. Randolph County, Alabama
26. Houston County, Alabama *	70. Clay County, Alabama	115. Saraland city, Alabama
27. Huntsville city, Alabama *	71. Cleburne County, Alabama	116. Scottsboro city, Alabama
28. Jackson County, Alabama *	72. Conecuh County, Alabama	117. Selma city, Alabama
29. Jefferson County, Alabama *	73. Coosa County, Alabama	118. Sumter County, Alabama
30. Lauderdale County, Alabama *	74. Crenshaw County, Alabama	119. Sylacauga city, Alabama
31. Lawrence County, Alabama *	75. Cullman city, Alabama	120. Talladega city, Alabama
32. Lee County, Alabama *	76. Daphne city, Alabama	121. Troy city, Alabama
33. Limestone County, Alabama *	77. Enterprise city, Alabama	122. Trussville city, Alabama
34. Madison city, Alabama *	78. Eufaula city, Alabama	123. Washington County, Alabama
35. Madison County, Alabama *	79. Fairfield city, Alabama	124. Wilcox County, Alabama
36. Marshall County, Alabama *	80. Fairhope city, Alabama	125. Winston County, Alabama
37. Mobile city, Alabama *	81. Fayette County, Alabama	126. Anchorage municipality, Alaska *
38. Mobile County, Alabama *	82. Foley city, Alabama	127. Fairbanks city, Alaska *
39. Montgomery city, Alabama *	83. Fort Payne city, Alabama	128. Fairbanks North Star Borough, Alaska *
40. Montgomery County, Alabama *	84. Gardendale city, Alabama	129. Juneau city and borough, Alaska *
41. Morgan County, Alabama *	85. Geneva County, Alabama	130. Kenai Peninsula Borough, Alaska *
42. Opelika city, Alabama *	86. Gulf Shores city, Alabama	
43. Phenix City city, Alabama *	87. Hale County, Alabama	
44. Pike County, Alabama *	88. Hartselle city, Alabama	
	89. Helena city, Alabama	

¹⁶ Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

131.	Matanuska-Susitna Borough, Alaska *	180.	Coolidge city, Arizona	230.	Ashley County, Arkansas
132.	Ketchikan Gateway Borough, Alaska	181.	Cottonwood city, Arizona	231.	Batesville city, Arkansas
133.	Kodiak Island Borough, Alaska	182.	Douglas city, Arizona	232.	Bella Vista city, Arkansas
134.	Wasilla city, Alaska	183.	Eloy city, Arizona	233.	Blytheville city, Arkansas
135.	Apache County, Arizona *	184.	Florence town, Arizona	234.	Bradley County, Arkansas
136.	Apache Junction city, Arizona *	185.	Fountain Hills town, Arizona	235.	Bryant city, Arkansas
137.	Avondale city, Arizona *	186.	La Paz County, Arizona	236.	Cabot city, Arkansas
138.	Buckeye city, Arizona *	187.	Nogales city, Arizona	237.	Camden city, Arkansas
139.	Bullhead City city, Arizona *	188.	Paradise Valley town, Arizona	238.	Carroll County, Arkansas
140.	Casa Grande city, Arizona *	189.	Payson town, Arizona	239.	Centerton city, Arkansas
141.	Chandler city, Arizona *	190.	Sedona city, Arizona	240.	Chicot County, Arkansas
142.	Cochise County, Arizona *	191.	Show Low city, Arizona	241.	Clark County, Arkansas
143.	Coconino County, Arizona *	192.	Somerton city, Arizona	242.	Clay County, Arkansas
144.	El Mirage city, Arizona *	193.	Baxter County, Arkansas *	243.	Cleburne County, Arkansas
145.	Flagstaff city, Arizona *	194.	Benton city, Arkansas *	244.	Columbia County, Arkansas
146.	Gila County, Arizona *	195.	Benton County, Arkansas *	245.	Conway County, Arkansas
147.	Gilbert town, Arizona *	196.	Bentonville city, Arkansas *	246.	Cross County, Arkansas
148.	Glendale city, Arizona *	197.	Boone County, Arkansas *	247.	Desha County, Arkansas
149.	Goodyear city, Arizona *	198.	Conway city, Arkansas *	248.	Drew County, Arkansas
150.	Graham County, Arizona *	199.	Craighead County, Arkansas *	249.	El Dorado city, Arkansas
151.	Kingman city, Arizona *	200.	Crawford County, Arkansas *	250.	Forrest City city, Arkansas
152.	Lake Havasu City city, Arizona *	201.	Crittenden County, Arkansas *	251.	Franklin County, Arkansas
153.	Marana town, Arizona *	202.	Faulkner County, Arkansas *	252.	Fulton County, Arkansas
154.	Maricopa city, Arizona *	203.	Fayetteville city, Arkansas *	253.	Grant County, Arkansas
155.	Maricopa County, Arizona *	204.	Fort Smith city, Arkansas *	254.	Harrison city, Arkansas
156.	Mesa city, Arizona *	205.	Garland County, Arkansas *	255.	Helena-West Helena city, Arkansas
157.	Mohave County, Arizona *	206.	Greene County, Arkansas *	256.	Hempstead County, Arkansas
158.	Navajo County, Arizona *	207.	Hot Spring County, Arkansas *	257.	Howard County, Arkansas
159.	Oro Valley town, Arizona *	208.	Hot Springs city, Arkansas *	258.	Izard County, Arkansas
160.	Peoria city, Arizona *	209.	Independence County, Arkansas *	259.	Jackson County, Arkansas
161.	Phoenix city, Arizona *	210.	Jefferson County, Arkansas *	260.	Jacksonville city, Arkansas
162.	Pima County, Arizona *	211.	Jonesboro city, Arkansas *	261.	Johnson County, Arkansas
163.	Pinal County, Arizona *	212.	Little Rock city, Arkansas *	262.	Lawrence County, Arkansas
164.	Prescott city, Arizona *	213.	Lonoke County, Arkansas *	263.	Lincoln County, Arkansas
165.	Prescott Valley town, Arizona *	214.	Miller County, Arkansas *	264.	Little River County, Arkansas
166.	Queen Creek town, Arizona *	215.	Mississippi County, Arkansas *	265.	Logan County, Arkansas
167.	Sahuarita town, Arizona *	216.	North Little Rock city, Arkansas *	266.	Madison County, Arkansas
168.	San Luis city, Arizona *	217.	Pine Bluff city, Arkansas *	267.	Magnolia city, Arkansas
169.	Santa Cruz County, Arizona *	218.	Pope County, Arkansas *	268.	Malvern city, Arkansas
170.	Scottsdale city, Arizona *	219.	Pulaski County, Arkansas *	269.	Marion city, Arkansas
171.	Sierra Vista city, Arizona *	220.	Rogers city, Arkansas *	270.	Marion County, Arkansas
172.	Surprise city, Arizona *	221.	Saline County, Arkansas *	271.	Maumelle city, Arkansas
173.	Tempe city, Arizona *	222.	Sebastian County, Arkansas *	272.	Mountain Home city, Arkansas
174.	Tucson city, Arizona *	223.	Sherwood city, Arkansas *	273.	Ouachita County, Arkansas
175.	Yavapai County, Arizona *	224.	Springdale city, Arkansas *	274.	Paragould city, Arkansas
176.	Yuma city, Arizona *	225.	Union County, Arkansas *	275.	Perry County, Arkansas
177.	Yuma County, Arizona *	226.	Washington County, Arkansas *	276.	Phillips County, Arkansas
178.	Camp Verde town, Arizona	227.	White County, Arkansas *	277.	Pike County, Arkansas
179.	Chino Valley town, Arizona	228.	Arkadelphia city, Arkansas	278.	Poinsett County, Arkansas
		229.	Arkansas County, Arkansas	279.	Polk County, Arkansas
				280.	Randolph County, Arkansas
				281.	Russellville city, Arkansas
				282.	Scott County, Arkansas

283.	Searcy city, Arkansas	334.	Citrus Heights city, California *	383.	Hemet city, California *
284.	Sevier County, Arkansas			384.	Hesperia city, California *
285.	Sharp County, Arkansas	335.	Claremont city, California *	385.	Highland city, California *
286.	Siloam Springs city, Arkansas	336.	Clovis city, California *	386.	Hollister city, California *
287.	St. Francis County, Arkansas	337.	Coachella city, California *	387.	Humboldt County, California *
288.	Stone County, Arkansas	338.	Colton city, California *	388.	Huntington Beach city, California *
289.	Texarkana city, Arkansas	339.	Compton city, California *	389.	Huntington Park city, California *
290.	Van Buren city, Arkansas	340.	Concord city, California *		
291.	Van Buren County, Arkansas	341.	Contra Costa County, California *	390.	Imperial County, California *
292.	West Memphis city, Arkansas			391.	Indio city, California *
293.	Yell County, Arkansas	342.	Corona city, California *	392.	Inglewood city, California *
294.	Adelanto city, California *	343.	Costa Mesa city, California *	393.	Irvine city, California *
295.	Alameda city, California *	344.	Covina city, California *	394.	Jurupa Valley city, California *
296.	Alameda County, California *	345.	Culver City city, California *		
297.	Alhambra city, California *	346.	Cupertino city, California *	395.	Kern County, California *
298.	Aliso Viejo city, California *	347.	Cypress city, California *	396.	Kings County, California *
299.	Amador County, California *	348.	Daly City city, California *	397.	La Habra city, California *
300.	Anaheim city, California *	349.	Dana Point city, California *	398.	La Mesa city, California *
301.	Antioch city, California *	350.	Danville town, California *	399.	La Mirada city, California *
302.	Apple Valley town, California *	351.	Davis city, California *	400.	La Puente city, California *
		352.	Delano city, California *	401.	La Quinta city, California *
303.	Arcadia city, California *	353.	Diamond Bar city, California *	402.	La Verne city, California *
304.	Atascadero city, California *	354.	Downey city, California *	403.	Laguna Hills city, California *
305.	Azusa city, California *	355.	Dublin city, California *	404.	Laguna Niguel city, California *
306.	Bakersfield city, California *	356.	Eastvale city, California *		
307.	Baldwin Park city, California *	357.	El Cajon city, California *	405.	Lake County, California *
		358.	El Centro city, California *	406.	Lake Elsinore city, California *
308.	Banning city, California *	359.	El Dorado County, California *		
309.	Beaumont city, California *			407.	Lake Forest city, California *
310.	Bell city, California *	360.	El Monte city, California *	408.	Lakewood city, California *
311.	Bell Gardens city, California *	361.	El Paso de Robles (Paso Robles) city, California *	409.	Lancaster city, California *
312.	Bellflower city, California *			410.	Lassen County, California *
313.	Berkeley city, California *	362.	Elk Grove city, California *	411.	Lawndale city, California *
314.	Beverly Hills city, California *	363.	Encinitas city, California *	412.	Lincoln city, California *
315.	Brea city, California *	364.	Escondido city, California *	413.	Livermore city, California *
316.	Brentwood city, California *	365.	Fairfield city, California *	414.	Lodi city, California *
317.	Buena Park city, California *	366.	Folsom city, California *	415.	Lompoc city, California *
318.	Burbank city, California *	367.	Fontana city, California *	416.	Long Beach city, California *
319.	Burlingame city, California *	368.	Foster City city, California *	417.	Los Altos city, California *
320.	Butte County, California *	369.	Fountain Valley city, California *	418.	Los Angeles city, California *
321.	Calaveras County, California *			419.	Los Angeles County, California *
322.	Calexico city, California *	370.	Fremont city, California *	420.	Los Banos city, California *
323.	Camarillo city, California *	371.	Fresno city, California *	421.	Los Gatos town, California *
324.	Campbell city, California *	372.	Fresno County, California *	422.	Lynwood city, California *
325.	Carlsbad city, California *	373.	Fullerton city, California *	423.	Madera city, California *
326.	Carson city, California *	374.	Garden Grove city, California *	424.	Madera County, California *
327.	Cathedral City city, California *			425.	Manhattan Beach city, California *
		375.	Gardena city, California *	426.	Manteca city, California *
328.	Ceres city, California *	376.	Gilroy city, California *	427.	Marin County, California *
329.	Cerritos city, California *	377.	Glendale city, California *	428.	Martinez city, California *
330.	Chico city, California *	378.	Glendora city, California *		
331.	Chino city, California *	379.	Goleta city, California *		
332.	Chino Hills city, California *	380.	Hanford city, California *		
333.	Chula Vista city, California *	381.	Hawthorne city, California *		
		382.	Hayward city, California *		

429.	Mendocino County, California *	478.	Porterville city, California *	516.	San Luis Obispo city, California *
430.	Menifee city, California *	479.	Poway city, California *	517.	San Luis Obispo County, California *
431.	Menlo Park city, California *	480.	Rancho Cordova city, California *	518.	San Marcos city, California *
432.	Merced city, California *	481.	Rancho Cucamonga city, California *	519.	San Mateo city, California *
433.	Merced County, California *	482.	Rancho Palos Verdes city, California *	520.	San Mateo County, California *
434.	Milpitas city, California *	483.	Rancho Santa Margarita city, California *	521.	San Pablo city, California *
435.	Mission Viejo city, California *	484.	Redding city, California *	522.	San Rafael city, California *
436.	Modesto city, California *	485.	Redlands city, California *	523.	San Ramon city, California *
437.	Monrovia city, California *	486.	Redondo Beach city, California *	524.	Santa Ana city, California *
438.	Montclair city, California *	487.	Redwood City city, California *	525.	Santa Barbara city, California *
439.	Montebello city, California *	488.	Rialto city, California *	526.	Santa Barbara County, California *
440.	Monterey County, California *	489.	Richmond city, California *	527.	Santa Clara city, California *
441.	Monterey Park city, California *	490.	Riverside city, California *	528.	Santa Clara County, California *
442.	Moorpark city, California *	491.	Riverside County, California *	529.	Santa Clarita city, California *
443.	Moreno Valley city, California *	492.	Rocklin city, California *	530.	Santa Cruz city, California *
444.	Morgan Hill city, California *	493.	Rohnert Park city, California *	531.	Santa Cruz County, California *
445.	Mountain View city, California *	494.	Rosemead city, California *	532.	Santa Maria city, California *
446.	Murrieta city, California *	495.	Roseville city, California *	533.	Santa Monica city, California *
447.	Napa city, California *	496.	Sacramento city, California *	534.	Santa Rosa city, California *
448.	Napa County, California *	497.	Sacramento County, California *	535.	Santee city, California *
449.	National City city, California *	498.	Salinas city, California *	536.	Saratoga city, California *
450.	Nevada County, California *	499.	San Benito County, California *	537.	Seaside city, California *
451.	Newark city, California *	500.	San Bernardino city, California *	538.	Shasta County, California *
452.	Newport Beach city, California *	501.	San Bernardino County, California *	539.	Simi Valley city, California *
453.	Norwalk city, California *	502.	San Bruno city, California *	540.	Siskiyou County, California *
454.	Novato city, California *	503.	San Buenaventura (Ventura) city, California *	541.	Solano County, California *
455.	Oakland city, California *	504.	San Carlos city, California *	542.	Sonoma County, California *
456.	Oakley city, California *	505.	San Clemente city, California *	543.	South Gate city, California *
457.	Oceanside city, California *	506.	San Diego city, California *	544.	South San Francisco city, California *
458.	Ontario city, California *	507.	San Diego County, California *	545.	Stanislaus County, California *
459.	Orange city, California *	508.	San Dimas city, California *	546.	Stanton city, California *
460.	Orange County, California *	509.	San Francisco city / San Francisco County, California *	547.	Stockton city, California *
461.	Oxnard city, California *	510.	San Gabriel city, California *	548.	Sunnyvale city, California *
462.	Pacifica city, California *	511.	San Jacinto city, California *	549.	Sutter County, California *
463.	Palm Desert city, California *	512.	San Joaquin County, California *	550.	Tehama County, California *
464.	Palm Springs city, California *	513.	San Jose city, California *	551.	Temecula city, California *
465.	Palmdale city, California *	514.	San Juan Capistrano city, California *	552.	Temple City city, California *
466.	Palo Alto city, California *	515.	San Leandro city, California *	553.	Thousand Oaks city, California *
467.	Paramount city, California *			554.	Torrance city, California *
468.	Pasadena city, California *			555.	Tracy city, California *
469.	Perris city, California *			556.	Tulare city, California *
470.	Petaluma city, California *			557.	Tulare County, California *
471.	Pico Rivera city, California *			558.	Tuolumne County, California *
472.	Pittsburg city, California *				
473.	Placentia city, California *				
474.	Placer County, California *				
475.	Pleasant Hill city, California *				
476.	Pleasanton city, California *				
477.	Pomona city, California *				

559.	Turlock city, California *	610.	Corcoran city, California	660.	Marina city, California
560.	Tustin city, California *	611.	Coronado city, California	661.	Mariposa County, California
561.	Union City city, California *	612.	Cudahy city, California	662.	Marysville city, California
562.	Upland city, California *	613.	Del Norte County, California	663.	Maywood city, California
563.	Vacaville city, California *	614.	Desert Hot Springs city, California	664.	McFarland city, California
564.	Vallejo city, California *	615.	Dinuba city, California	665.	Mendota city, California
565.	Ventura County, California *	616.	Dixon city, California	666.	Mill Valley city, California
566.	Victorville city, California *	617.	Duarte city, California	667.	Millbrae city, California
567.	Visalia city, California *	618.	East Palo Alto city, California	668.	Mono County, California
568.	Vista city, California *	619.	El Cerrito city, California	669.	Monterey city, California
569.	Walnut Creek city, California *	620.	El Segundo city, California	670.	Moraga town, California
570.	Watsonville city, California *	621.	Emeryville city, California	671.	Morro Bay city, California
571.	West Covina city, California *	622.	Eureka city, California	672.	Newman city, California
572.	West Hollywood city, California *	623.	Exeter city, California	673.	Norco city, California
573.	West Sacramento city, California *	624.	Farmersville city, California	674.	Oakdale city, California
574.	Westminster city, California *	625.	Fillmore city, California	675.	Orange Cove city, California
575.	Whittier city, California *	626.	Fortuna city, California	676.	Orinda city, California
576.	Wildomar city, California *	627.	Galt city, California	677.	Oroville city, California
577.	Woodland city, California *	628.	Glenn County, California	678.	Pacific Grove city, California
578.	Yolo County, California *	629.	Grand Terrace city, California	679.	Palos Verdes Estates city, California
579.	Yorba Linda city, California *	630.	Grass Valley city, California	680.	Parlier city, California
580.	Yuba City city, California *	631.	Greenfield city, California	681.	Patterson city, California
581.	Yuba County, California *	632.	Grover Beach city, California	682.	Piedmont city, California
582.	Yucaipa city, California *	633.	Half Moon Bay city, California	683.	Pinole city, California
583.	Agoura Hills city, California	634.	Hawaiian Gardens city, California	684.	Placerville city, California
584.	Albany city, California	635.	Healdsburg city, California	685.	Plumas County, California
585.	American Canyon city, California	636.	Hercules city, California	686.	Port Hueneme city, California
586.	Anderson city, California	637.	Hermosa Beach city, California	687.	Rancho Mirage city, California
587.	Arcata city, California	638.	Hillsborough town, California	688.	Red Bluff city, California
588.	Arroyo Grande city, California	639.	Imperial Beach city, California	689.	Reedley city, California
589.	Artesia city, California	640.	Imperial city, California	690.	Ridgecrest city, California
590.	Arvin city, California	641.	Inyo County, California	691.	Ripon city, California
591.	Atwater city, California	642.	Kerman city, California	692.	Riverbank city, California
592.	Auburn city, California	643.	King City city, California	693.	San Anselmo town, California
593.	Avenal city, California	644.	Kingsburg city, California	694.	San Fernando city, California
594.	Barstow city, California	645.	La Cañada Flintridge city, California	695.	San Marino city, California
595.	Belmont city, California	646.	La Palma city, California	696.	Sanger city, California
596.	Benicia city, California	647.	Lafayette city, California	697.	Santa Fe Springs city, California
597.	Blythe city, California	648.	Laguna Beach city, California	698.	Santa Paula city, California
598.	Brawley city, California	649.	Laguna Woods city, California	699.	Scotts Valley city, California
599.	Calabasas city, California	650.	Larkspur city, California	700.	Seal Beach city, California
600.	California City city, California	651.	Lathrop city, California	701.	Selma city, California
601.	Canyon Lake city, California	652.	Lemon Grove city, California	702.	Shafter city, California
602.	Capitola city, California	653.	Lemoore city, California	703.	Shasta Lake city, California
603.	Carpinteria city, California	654.	Lindsay city, California	704.	Sierra Madre city, California
604.	Chowchilla city, California	655.	Livingston city, California	705.	Signal Hill city, California
605.	Clayton city, California	656.	Loma Linda city, California	706.	Solana Beach city, California
606.	Clearlake city, California	657.	Lomita city, California	707.	Soledad city, California
607.	Coalinga city, California	658.	Los Alamitos city, California	708.	Sonoma city, California
608.	Colusa County, California	659.	Malibu city, California	709.	South El Monte city, California
609.	Commerce city, California				

710.	South Lake Tahoe city, California	757.	Northglenn city, Colorado *	808.	Danbury city / Danbury town, Connecticut *
711.	South Pasadena city, California	758.	Parker town, Colorado *	809.	East Hartford town, Connecticut *
712.	Suisun City city, California	759.	Pueblo city, Colorado *	810.	Enfield town, Connecticut *
713.	Susanville city, California	760.	Pueblo County, Colorado *	811.	Fairfield town, Connecticut *
714.	Tehachapi city, California	761.	Summit County, Colorado *	812.	Glastonbury town, Connecticut *
715.	Trinity County, California	762.	Thornton city, Colorado *	813.	Greenwich town, Connecticut *
716.	Truckee town, California	763.	Weld County, Colorado *	814.	Groton town, Connecticut *
717.	Twentynine Palms city, California	764.	Westminster city, Colorado *	815.	Hamden town, Connecticut *
718.	Ukiah city, California	765.	Wheat Ridge city, Colorado *	816.	Hartford city / Hartford town, Connecticut *
719.	Walnut city, California	766.	Windsor town, Colorado *	817.	Manchester town, Connecticut *
720.	Wasco city, California	767.	Alamosa County, Colorado	818.	Meriden city / Meriden town, Connecticut *
721.	Windsor town, California	768.	Archuleta County, Colorado	819.	Middletown city / Middletown town, Connecticut *
722.	Yucca Valley town, California	769.	Cañon City city, Colorado	820.	Milford city, Connecticut *
723.	Adams County, Colorado *	770.	Castle Pines city, Colorado	821.	Milford town, Connecticut *
724.	Arapahoe County, Colorado *	771.	Chaffee County, Colorado	822.	Naugatuck borough / Naugatuck town, Connecticut *
725.	Arvada city, Colorado *	772.	Durango city, Colorado	823.	New Britain town / New Britain city, Connecticut *
726.	Aurora city, Colorado *	773.	Elbert County, Colorado	824.	New Haven town / New Haven city, Connecticut *
727.	Boulder city, Colorado *	774.	Erie town, Colorado	825.	Newington town, Connecticut *
728.	Boulder County, Colorado *	775.	Evans city, Colorado	826.	Norwalk city / Norwalk town, Connecticut *
729.	Brighton city, Colorado *	776.	Federal Heights city, Colorado	827.	Norwich city / Norwich town, Connecticut *
730.	Broomfield city / Broomfield County, Colorado *	777.	Firestone town, Colorado	828.	Shelton city / Shelton town, Connecticut *
731.	Castle Rock town, Colorado *	778.	Fort Morgan city, Colorado	829.	Southington town, Connecticut *
732.	Centennial city, Colorado *	779.	Frederick town, Colorado	830.	Stamford city / Stamford town, Connecticut *
733.	Colorado Springs city, Colorado *	780.	Fruita city, Colorado	831.	Stratford town, Connecticut *
734.	Commerce City city, Colorado *	781.	Golden city, Colorado	832.	Torrington city / Torrington town, Connecticut *
735.	Delta County, Colorado *	782.	Grand County, Colorado	833.	Trumbull town, Connecticut *
736.	Denver city / Denver County, Colorado *	783.	Greenwood Village city, Colorado	834.	Wallingford town, Connecticut *
737.	Douglas County, Colorado *	784.	Gunnison County, Colorado	835.	Waterbury city / Waterbury town, Connecticut *
738.	Eagle County, Colorado *	785.	Johnstown town, Colorado	836.	West Hartford town, Connecticut *
739.	El Paso County, Colorado *	786.	Las Animas County, Colorado	837.	West Haven city / West Haven town, Connecticut *
740.	Englewood city, Colorado *	787.	Logan County, Colorado	838.	Ansonia town / Ansonia city, Connecticut
741.	Fort Collins city, Colorado *	788.	Lone Tree city, Colorado		
742.	Fountain city, Colorado *	789.	Louisville city, Colorado		
743.	Fremont County, Colorado *	790.	Moffat County, Colorado		
744.	Garfield County, Colorado *	791.	Montezuma County, Colorado		
745.	Grand Junction city, Colorado *	792.	Montrose city, Colorado		
746.	Greeley city, Colorado *	793.	Morgan County, Colorado		
747.	Jefferson County, Colorado *	794.	Otero County, Colorado		
748.	La Plata County, Colorado *	795.	Park County, Colorado		
749.	Lafayette city, Colorado *	796.	Pitkin County, Colorado		
750.	Lakewood city, Colorado *	797.	Prowers County, Colorado		
751.	Larimer County, Colorado *	798.	Rio Grande County, Colorado		
752.	Littleton city, Colorado *	799.	Routt County, Colorado		
753.	Longmont city, Colorado *	800.	Steamboat Springs city, Colorado		
754.	Loveland city, Colorado *	801.	Sterling city, Colorado		
755.	Mesa County, Colorado *	802.	Superior town, Colorado		
756.	Montrose County, Colorado *	803.	Teller County, Colorado		
		804.	Wellington town, Colorado		
		805.	Yuma County, Colorado		
		806.	Bridgeport town / Bridgeport city, Connecticut *		
		807.	Bristol city / Bristol town, Connecticut *		

839.	Avon town, Connecticut	884.	Simsbury town, Connecticut	934.	Coral Gables city, Florida *
840.	Berlin town, Connecticut	885.	Somers town, Connecticut	935.	Coral Springs city, Florida *
841.	Bethel town, Connecticut	886.	South Windsor town, Connecticut	936.	Cutler Bay town, Florida *
842.	Bloomfield town, Connecticut	887.	Southbury town, Connecticut	937.	Dania Beach city, Florida *
843.	Branford town, Connecticut	888.	Stafford town, Connecticut	938.	Davie town, Florida *
844.	Brookfield town, Connecticut	889.	Stonington town, Connecticut	939.	Daytona Beach city, Florida *
845.	Canton town, Connecticut	890.	Suffield town, Connecticut	940.	Deerfield Beach city, Florida *
846.	Cheshire town, Connecticut	891.	Tolland town, Connecticut	941.	DeLand city, Florida *
847.	Clinton town, Connecticut	892.	Vernon town, Connecticut	942.	Delray Beach city, Florida *
848.	Colchester town, Connecticut	893.	Waterford town, Connecticut	943.	Deltona city, Florida *
849.	Coventry town, Connecticut	894.	Watertown town, Connecticut	944.	DeSoto County, Florida *
850.	Cromwell town, Connecticut	895.	Weston town, Connecticut	945.	Doral city, Florida *
851.	Darien town, Connecticut	896.	Westport town, Connecticut	946.	Dunedin city, Florida *
852.	Derby city / Derby town, Connecticut	897.	Wethersfield town, Connecticut	947.	Duval County / Jacksonville city, Florida *
853.	East Hampton town, Connecticut	898.	Wilton town, Connecticut	948.	Escambia County, Florida *
854.	East Haven town, Connecticut	899.	Winchester town, Connecticut	949.	Esterovillage, Florida *
855.	East Lyme town, Connecticut	900.	Windham town, Connecticut	950.	Flagler County, Florida *
856.	East Windsor town, Connecticut	901.	Windsor Locks town, Connecticut	951.	Fort Lauderdale city, Florida *
857.	Ellington town, Connecticut	902.	Windsor town, Connecticut	952.	Fort Myers city, Florida *
858.	Farmington town, Connecticut	903.	Wolcott town, Connecticut	953.	Fort Pierce city, Florida *
859.	Granby town, Connecticut	904.	Dover city, Delaware *	954.	Gadsden County, Florida *
860.	Griswold town, Connecticut	905.	Kent County, Delaware *	955.	Gainesville city, Florida *
861.	Guilford town, Connecticut	906.	New Castle County, Delaware *	956.	Greenacres city, Florida *
862.	Killingly town, Connecticut	907.	Newark city, Delaware *	957.	Hallandale Beach city, Florida *
863.	Ledyard town, Connecticut	908.	Sussex County, Delaware *	958.	Hendry County, Florida *
864.	Madison town, Connecticut	909.	Wilmington city, Delaware *	959.	Hernando County, Florida *
865.	Mansfield town, Connecticut	910.	Middletown town, Delaware	960.	Hialeah city, Florida *
866.	Monroe town, Connecticut	911.	Milford city, Delaware	961.	Highlands County, Florida *
867.	Montville town, Connecticut	912.	Smyrna town, Delaware	962.	Hillsborough County, Florida *
868.	New Canaan town, Connecticut	913.	Alachua County, Florida *	963.	Hollywood city, Florida *
869.	New Fairfield town, Connecticut	914.	Altamonte Springs city, Florida *	964.	Homestead city, Florida *
870.	New London city / New London town, Connecticut	915.	Apopka city, Florida *	965.	Indian River County, Florida *
871.	New Milford town, Connecticut	916.	Aventura city, Florida *	966.	Jackson County, Florida *
872.	Newtown town, Connecticut	917.	Bay County, Florida *	967.	Jupiter town, Florida *
873.	North Branford town, Connecticut	918.	Boca Raton city, Florida *	968.	Kissimmee city, Florida *
874.	North Haven town, Connecticut	919.	Bonita Springs city, Florida *	969.	Lake County, Florida *
875.	Old Saybrook town, Connecticut	920.	Boynton Beach city, Florida *	970.	Lake Worth city, Florida *
876.	Orange town, Connecticut	921.	Bradenton city, Florida *	971.	Lakeland city, Florida *
877.	Oxford town, Connecticut	922.	Brevard County, Florida *	972.	Largo city, Florida *
878.	Plainfield town, Connecticut	923.	Broward County, Florida *	973.	Lauderdale Lakes city, Florida *
879.	Plainville town, Connecticut	924.	Cape Coral city, Florida *	974.	Lauderhill city, Florida *
880.	Plymouth town, Connecticut	925.	Charlotte County, Florida *	975.	Lee County, Florida *
881.	Ridgefield town, Connecticut	926.	Citrus County, Florida *	976.	Leon County, Florida *
882.	Rocky Hill town, Connecticut	927.	Clay County, Florida *	977.	Levy County, Florida *
883.	Seymour town, Connecticut	928.	Clearwater city, Florida *	978.	Manatee County, Florida *
		929.	Clermont city, Florida *	979.	Margate city, Florida *
		930.	Coconut Creek city, Florida *	980.	Marion County, Florida *
		931.	Collier County, Florida *	981.	Martin County, Florida *
		932.	Columbia County, Florida *	982.	Melbourne city, Florida *
		933.	Cooper City city, Florida *	983.	Miami Beach city, Florida *
				984.	Miami city, Florida *

985.	Miami Gardens city, Florida *	1036.	Suwannee County, Florida *	1088.	Key Biscayne village, Florida
986.	Miami Lakes town, Florida *	1037.	Tallahassee city, Florida *	1089.	Key West city, Florida
987.	Miami-Dade County, Florida *	1038.	Tamarac city, Florida *	1090.	Lady Lake town, Florida
988.	Miramar city, Florida *	1039.	Tampa city, Florida *	1091.	Lake City city, Florida
989.	Monroe County, Florida *	1040.	Titusville city, Florida *	1092.	Lake Mary city, Florida
990.	Nassau County, Florida *	1041.	Volusia County, Florida *	1093.	Lake Wales city, Florida
991.	North Lauderdale city, Florida *	1042.	Wakulla County, Florida *	1094.	Lantana town, Florida
992.	North Miami Beach city, Florida *	1043.	Walton County, Florida *	1095.	Leesburg city, Florida
993.	North Miami city, Florida *	1044.	Wellington village, Florida *	1096.	Lighthouse Point city, Florida
994.	North Port city, Florida *	1045.	West Palm Beach city, Florida *	1097.	Longwood city, Florida
995.	Oakland Park city, Florida *	1046.	Weston city, Florida *	1098.	Lynn Haven city, Florida
996.	Ocala city, Florida *	1047.	Winter Garden city, Florida *	1099.	Madison County, Florida
997.	Ocoee city, Florida *	1048.	Winter Haven city, Florida *	1100.	Maitland city, Florida
998.	Okaloosa County, Florida *	1049.	Winter Park city, Florida *	1101.	Marco Island city, Florida
999.	Okeechobee County, Florida *	1050.	Winter Springs city, Florida *	1102.	Miami Shores village, Florida
1000.	Orange County, Florida *	1051.	Atlantic Beach city, Florida	1103.	Miami Springs city, Florida
1001.	Orlando city, Florida *	1052.	Auburndale city, Florida	1104.	Milton city, Florida
1002.	Ormond Beach city, Florida *	1053.	Avon Park city, Florida	1105.	Minneola city, Florida
1003.	Osceola County, Florida *	1054.	Baker County, Florida	1106.	Mount Dora city, Florida
1004.	Oviedo city, Florida *	1055.	Bartow city, Florida	1107.	Naples city, Florida
1005.	Palm Bay city, Florida *	1056.	Belle Glade city, Florida	1108.	New Port Richey city, Florida
1006.	Palm Beach County, Florida *	1057.	Bradford County, Florida	1109.	New Smyrna Beach city, Florida
1007.	Palm Beach Gardens city, Florida *	1058.	Calhoun County, Florida	1110.	Niceville city, Florida
1008.	Palm Coast city, Florida *	1059.	Callaway city, Florida	1111.	North Palm Beach village, Florida
1009.	Panama City city, Florida *	1060.	Cape Canaveral city, Florida	1112.	Oldsmar city, Florida
1010.	Parkland city, Florida *	1061.	Casselberry city, Florida	1113.	Opa-locka city, Florida
1011.	Pasco County, Florida *	1062.	Cocoa Beach city, Florida	1114.	Orange City city, Florida
1012.	Pembroke Pines city, Florida *	1063.	Cocoa city, Florida	1115.	Palatka city, Florida
1013.	Pensacola city, Florida *	1064.	Crestview city, Florida	1116.	Palm Springs village, Florida
1014.	Pinellas County, Florida *	1065.	DeBary city, Florida	1117.	Palmetto Bay village, Florida
1015.	Pinellas Park city, Florida *	1066.	Destin city, Florida	1118.	Palmetto city, Florida
1016.	Plant City city, Florida *	1067.	Dixie County, Florida	1119.	Panama City Beach city, Florida
1017.	Plantation city, Florida *	1068.	Edgewater city, Florida	1120.	Pinecrest village, Florida
1018.	Polk County, Florida *	1069.	Eustis city, Florida	1121.	Punta Gorda city, Florida
1019.	Pompano Beach city, Florida *	1070.	Fernandina Beach city, Florida	1122.	Rockledge city, Florida
1020.	Port Orange city, Florida *	1071.	Florida City city, Florida	1123.	Safety Harbor city, Florida
1021.	Port St. Lucie city, Florida *	1072.	Fort Walton Beach city, Florida	1124.	Satellite Beach city, Florida
1022.	Putnam County, Florida *	1073.	Franklin County, Florida	1125.	Sebastian city, Florida
1023.	Riviera Beach city, Florida *	1074.	Fruitland Park city, Florida	1126.	Sebring city, Florida
1024.	Royal Palm Beach village, Florida *	1075.	Gilchrist County, Florida	1127.	Seminole city, Florida
1025.	Sanford city, Florida *	1076.	Glades County, Florida	1128.	South Daytona city, Florida
1026.	Santa Rosa County, Florida *	1077.	Groveland city, Florida	1129.	South Miami city, Florida
1027.	Sarasota city, Florida *	1078.	Gulf County, Florida	1130.	St. Augustine city, Florida
1028.	Sarasota County, Florida *	1079.	Gulfport city, Florida	1131.	Stuart city, Florida
1029.	Seminole County, Florida *	1080.	Haines City city, Florida	1132.	Sunny Isles Beach city, Florida
1030.	St. Cloud city, Florida *	1081.	Hamilton County, Florida	1133.	Sweetwater city, Florida
1031.	St. Johns County, Florida *	1082.	Hardee County, Florida	1134.	Tarpon Springs city, Florida
1032.	St. Lucie County, Florida *	1083.	Hialeah Gardens city, Florida	1135.	Tavares city, Florida
1033.	St. Petersburg city, Florida *	1084.	Holly Hill city, Florida	1136.	Taylor County, Florida
1034.	Sumter County, Florida *	1085.	Holmes County, Florida	1137.	Temple Terrace city, Florida
1035.	Sunrise city, Florida *	1086.	Jacksonville Beach city, Florida	1138.	Union County, Florida
		1087.	Jefferson County, Florida		

1139.	Venice city, Florida	1191.	Henry County, Georgia *	1244.	Berrien County, Georgia
1140.	Vero Beach city, Florida	1192.	Hinesville city, Georgia *	1245.	Bleckley County, Georgia
1141.	Washington County, Florida	1193.	Houston County, Georgia *	1246.	Brantley County, Georgia
1142.	West Melbourne city, Florida	1194.	Jackson County, Georgia *	1247.	Braselton town, Georgia
1143.	West Park city, Florida	1195.	Johns Creek city, Georgia *	1248.	Brooks County, Georgia
1144.	Wilton Manors city, Florida	1196.	Kennesaw city, Georgia *	1249.	Brunswick city, Georgia
1145.	Zephyrhills city, Florida	1197.	LaGrange city, Georgia *	1250.	Buford city, Georgia
1146.	Albany city, Georgia *	1198.	Laurens County, Georgia *	1251.	Burke County, Georgia
1147.	Alpharetta city, Georgia *	1199.	Lawrenceville city, Georgia *	1252.	Butts County, Georgia
1148.	Athens-Clarke County unified government, Georgia *	1200.	Liberty County, Georgia *	1253.	Calhoun city, Georgia
1149.	Atlanta city, Georgia *	1201.	Lowndes County, Georgia *	1254.	Candler County, Georgia
1150.	Augusta-Richmond County consolidated government, Georgia *	1202.	Lumpkin County, Georgia *	1255.	Carrollton city, Georgia
1151.	Baldwin County, Georgia *	1203.	Macon-Bibb County, Georgia *	1256.	Cartersville city, Georgia
1152.	Barrow County, Georgia *	1204.	Marietta city, Georgia *	1257.	Charlton County, Georgia
1153.	Bartow County, Georgia *	1205.	Milton city, Georgia *	1258.	Chattooga County, Georgia
1154.	Brookhaven city, Georgia *	1206.	Murray County, Georgia *	1259.	Clarkston city, Georgia
1155.	Bryan County, Georgia *	1207.	Newnan city, Georgia *	1260.	College Park city, Georgia
1156.	Bulloch County, Georgia *	1208.	Newton County, Georgia *	1261.	Conyers city, Georgia
1157.	Camden County, Georgia *	1209.	Oconee County, Georgia *	1262.	Cook County, Georgia
1158.	Canton city, Georgia *	1210.	Paulding County, Georgia *	1263.	Cordele city, Georgia
1159.	Carroll County, Georgia *	1211.	Peachtree City city, Georgia *	1264.	Covington city, Georgia
1160.	Catoosa County, Georgia *	1212.	Peachtree Corners city, Georgia *	1265.	Crawford County, Georgia
1161.	Chamblee city, Georgia *	1213.	Pickens County, Georgia *	1266.	Crisp County, Georgia
1162.	Chatham County, Georgia *	1214.	Polk County, Georgia *	1267.	Cusseta-Chattahoochee County unified government, Georgia
1163.	Cherokee County, Georgia *	1215.	Rockdale County, Georgia *	1268.	Dade County, Georgia
1164.	Clayton County, Georgia *	1216.	Rome city, Georgia *	1269.	Dallas city, Georgia
1165.	Cobb County, Georgia *	1217.	Roswell city, Georgia *	1270.	Dawson County, Georgia
1166.	Coffee County, Georgia *	1218.	Sandy Springs city, Georgia *	1271.	Decatur city, Georgia
1167.	Colquitt County, Georgia *	1219.	Savannah city, Georgia *	1272.	Decatur County, Georgia
1168.	Columbia County, Georgia *	1220.	Smyrna city, Georgia *	1273.	Dodge County, Georgia
1169.	Columbus city, Georgia *	1221.	South Fulton city, Georgia *	1274.	Dooly County, Georgia
1170.	Coweta County, Georgia *	1222.	Spalding County, Georgia *	1275.	Doraville city, Georgia
1171.	Dalton city, Georgia *	1223.	Statesboro city, Georgia *	1276.	Douglas city, Georgia
1172.	DeKalb County, Georgia *	1224.	Stonecrest city, Georgia *	1277.	Dublin city, Georgia
1173.	Dougherty County, Georgia *	1225.	Thomas County, Georgia *	1278.	Duluth city, Georgia
1174.	Douglas County, Georgia *	1226.	Tift County, Georgia *	1279.	Early County, Georgia
1175.	Douglasville city, Georgia *	1227.	Troup County, Georgia *	1280.	Elbert County, Georgia
1176.	Dunwoody city, Georgia *	1228.	Tucker city, Georgia *	1281.	Emanuel County, Georgia
1177.	East Point city, Georgia *	1229.	Valdosta city, Georgia *	1282.	Evans County, Georgia
1178.	Effingham County, Georgia *	1230.	Walker County, Georgia *	1283.	Fairburn city, Georgia
1179.	Fayette County, Georgia *	1231.	Walton County, Georgia *	1284.	Fannin County, Georgia
1180.	Floyd County, Georgia *	1232.	Ware County, Georgia *	1285.	Fayetteville city, Georgia
1181.	Forsyth County, Georgia *	1233.	Warner Robins city, Georgia *	1286.	Forest Park city, Georgia
1182.	Fulton County, Georgia *	1234.	White County, Georgia *	1287.	Franklin County, Georgia
1183.	Gainesville city, Georgia *	1235.	Whitfield County, Georgia *	1288.	Grady County, Georgia
1184.	Gilmer County, Georgia *	1236.	Woodstock city, Georgia *	1289.	Greene County, Georgia
1185.	Glynn County, Georgia *	1237.	Acworth city, Georgia	1290.	Griffin city, Georgia
1186.	Gordon County, Georgia *	1238.	Americus city, Georgia	1291.	Grovetown city, Georgia
1187.	Gwinnett County, Georgia *	1239.	Appling County, Georgia	1292.	Haralson County, Georgia
1188.	Habersham County, Georgia *	1240.	Bacon County, Georgia	1293.	Hart County, Georgia
1189.	Hall County, Georgia *	1241.	Bainbridge city, Georgia	1294.	Heard County, Georgia
1190.	Harris County, Georgia *	1242.	Banks County, Georgia	1295.	Holly Springs city, Georgia
		1243.	Ben Hill County, Georgia	1296.	Jasper County, Georgia

1297.	Jeff Davis County, Georgia	1352.	Villa Rica city, Georgia	1407.	Payette County, Idaho
1298.	Jefferson city, Georgia	1353.	Washington County, Georgia	1408.	Rexburg city, Idaho
1299.	Jefferson County, Georgia	1354.	Waycross city, Georgia	1409.	Shoshone County, Idaho
1300.	Jones County, Georgia	1355.	Wayne County, Georgia	1410.	Star city, Idaho
1301.	Kingsland city, Georgia	1356.	Winder city, Georgia	1411.	Teton County, Idaho
1302.	Lamar County, Georgia	1357.	Worth County, Georgia	1412.	Valley County, Idaho
1303.	Lanier County, Georgia	1358.	Hawaii County, Hawaii *	1413.	Washington County, Idaho
1304.	Lee County, Georgia	1359.	Honolulu County, Hawaii *	1414.	Adams County, Illinois *
1305.	Lilburn city, Georgia	1360.	Kauai County, Hawaii *	1415.	Addison township, Illinois *
1306.	Loganville city, Georgia	1361.	Maui County, Hawaii *	1416.	Addison village, Illinois *
1307.	Long County, Georgia	1362.	Ada County, Idaho *	1417.	Algonquin township, Illinois *
1308.	Macon County, Georgia	1363.	Bannock County, Idaho *	1418.	Algonquin village, Illinois *
1309.	Madison County, Georgia	1364.	Bingham County, Idaho *	1419.	Arlington Heights village, Illinois *
1310.	McDonough city, Georgia	1365.	Boise City city, Idaho *	1420.	Aurora city, Illinois *
1311.	McDuffie County, Georgia	1366.	Bonner County, Idaho *	1421.	Aurora township, Illinois *
1312.	McIntosh County, Georgia	1367.	Bonneville County, Idaho *	1422.	Avon township, Illinois *
1313.	Meriwether County, Georgia	1368.	Caldwell city, Idaho *	1423.	Bartlett village, Illinois *
1314.	Milledgeville city, Georgia	1369.	Canyon County, Idaho *	1424.	Batavia township, Illinois *
1315.	Mitchell County, Georgia	1370.	Coeur d'Alene city, Idaho *	1425.	Belleville city, Illinois *
1316.	Monroe city, Georgia	1371.	Idaho Falls city, Idaho *	1426.	Berwyn city, Illinois *
1317.	Monroe County, Georgia	1372.	Kootenai County, Idaho *	1427.	Berwyn township, Illinois *
1318.	Morgan County, Georgia	1373.	Latah County, Idaho *	1428.	Bloom township, Illinois *
1319.	Moultrie city, Georgia	1374.	Lewiston city, Idaho *	1429.	Bloomington township, Illinois *
1320.	Norcross city, Georgia	1375.	Madison County, Idaho *	1430.	Bloomington city, Illinois *
1321.	Oglethorpe County, Georgia	1376.	Meridian city, Idaho *	1431.	Bloomington City township, Illinois *
1322.	Peach County, Georgia	1377.	Nampa city, Idaho *	1432.	Bolingbrook village, Illinois *
1323.	Perry city, Georgia	1378.	Nez Perce County, Idaho *	1433.	Boone County, Illinois *
1324.	Pierce County, Georgia	1379.	Pocatello city, Idaho *	1434.	Bourbonnais township, Illinois *
1325.	Pike County, Georgia	1380.	Post Falls city, Idaho *	1435.	Bremen township, Illinois *
1326.	Pooler city, Georgia	1381.	Twin Falls city, Idaho *	1436.	Bristol township, Illinois *
1327.	Powder Springs city, Georgia	1382.	Twin Falls County, Idaho *	1437.	Buffalo Grove village, Illinois *
1328.	Pulaski County, Georgia	1383.	Ammon city, Idaho	1438.	Bureau County, Illinois *
1329.	Putnam County, Georgia	1384.	Blackfoot city, Idaho	1439.	Calumet City city, Illinois *
1330.	Rabun County, Georgia	1385.	Blaine County, Idaho	1440.	Capital township, Illinois *
1331.	Richmond Hill city, Georgia	1386.	Boundary County, Idaho	1441.	Carol Stream village, Illinois *
1332.	Rincon city, Georgia	1387.	Burley city, Idaho	1442.	Carpentersville village, Illinois *
1333.	Riverdale city, Georgia	1388.	Cassia County, Idaho	1443.	Caseyville township, Illinois *
1334.	Screven County, Georgia	1389.	Chubbuck city, Idaho	1444.	Champaign city, Illinois *
1335.	Snellville city, Georgia	1390.	Eagle city, Idaho	1445.	Champaign City township, Illinois *
1336.	St. Marys city, Georgia	1391.	Elmore County, Idaho	1446.	Champaign County, Illinois *
1337.	Stephens County, Georgia	1392.	Franklin County, Idaho	1447.	Chicago city, Illinois *
1338.	Stockbridge city, Georgia	1393.	Fremont County, Idaho	1448.	Christian County, Illinois *
1339.	Sugar Hill city, Georgia	1394.	Garden City city, Idaho	1449.	Cicero town / Cicero township, Illinois *
1340.	Sumter County, Georgia	1395.	Gem County, Idaho	1450.	Clinton County, Illinois *
1341.	Suwanee city, Georgia	1396.	Gooding County, Idaho	1451.	Coles County, Illinois *
1342.	Tattnall County, Georgia	1397.	Hayden city, Idaho	1452.	Collinsville township, Illinois *
1343.	Telfair County, Georgia	1398.	Idaho County, Idaho		
1344.	Thomasville city, Georgia	1399.	Jefferson County, Idaho		
1345.	Tifton city, Georgia	1400.	Jerome city, Idaho		
1346.	Toombs County, Georgia	1401.	Jerome County, Idaho		
1347.	Towns County, Georgia	1402.	Kuna city, Idaho		
1348.	Union City city, Georgia	1403.	Minidoka County, Idaho		
1349.	Union County, Georgia	1404.	Moscow city, Idaho		
1350.	Upson County, Georgia	1405.	Mountain Home city, Idaho		
1351.	Vidalia city, Georgia	1406.	Owyhee County, Idaho		

1453.	Cook County, Illinois *	1499.	Kankakee County, Illinois *	1551.	Peoria city, Illinois *
1454.	Crystal Lake city, Illinois *	1500.	Kendall County, Illinois *	1552.	Peoria City township, Illinois *
1455.	Cunningham township, Illinois *	1501.	Knox County, Illinois *	1553.	Peoria County, Illinois *
1456.	Danville city, Illinois *	1502.	Lake County, Illinois *	1554.	Plainfield township, Illinois *
1457.	Decatur city, Illinois *	1503.	Lake Villa township, Illinois *	1555.	Plainfield village, Illinois *
1458.	Decatur township, Illinois *	1504.	LaSalle County, Illinois *	1556.	Proviso township, Illinois *
1459.	DeKalb city, Illinois *	1505.	Lee County, Illinois *	1557.	Quincy city, Illinois *
1460.	DeKalb County, Illinois *	1506.	Leyden township, Illinois *	1558.	Quincy township, Illinois *
1461.	DeKalb township, Illinois *	1507.	Libertyville township, Illinois *	1559.	Randolph County, Illinois *
1462.	Des Plaines city, Illinois *	1508.	Lisle township, Illinois *	1560.	Rich township, Illinois *
1463.	Downers Grove township, Illinois *	1509.	Livingston County, Illinois *	1561.	Rock Island city, Illinois *
1464.	Downers Grove village, Illinois *	1510.	Lockport township, Illinois *	1562.	Rock Island County, Illinois *
1465.	Du Page township, Illinois *	1511.	Lombard village, Illinois *	1563.	Rockford city, Illinois *
1466.	Dundee township, Illinois *	1512.	Lyons township, Illinois *	1564.	Rockford township, Illinois *
1467.	DuPage County, Illinois *	1513.	Macon County, Illinois *	1565.	Romeoville village, Illinois *
1468.	Edwardsville township, Illinois *	1514.	Macoupin County, Illinois *	1566.	Sangamon County, Illinois *
1469.	Effingham County, Illinois *	1515.	Madison County, Illinois *	1567.	Schaumburg township, Illinois *
1470.	Ela township, Illinois *	1516.	Maine township, Illinois *	1568.	Schaumburg village, Illinois *
1471.	Elgin city, Illinois *	1517.	Marion County, Illinois *	1569.	Shields township, Illinois *
1472.	Elgin township, Illinois *	1518.	McHenry County, Illinois *	1570.	Skokie village, Illinois *
1473.	Elk Grove township, Illinois *	1519.	McHenry township, Illinois *	1571.	South Moline township, Illinois *
1474.	Elk Grove Village village, Illinois *	1520.	McLean County, Illinois *	1572.	Springfield city, Illinois *
1475.	Elmhurst city, Illinois *	1521.	Milton township, Illinois *	1573.	St. Charles city, Illinois *
1476.	Evanston city, Illinois *	1522.	Moline city, Illinois *	1574.	St. Charles township, Illinois *
1477.	Frankfort township, Illinois *	1523.	Monroe County, Illinois *	1575.	St. Clair County, Illinois *
1478.	Franklin County, Illinois *	1524.	Moraine township, Illinois *	1576.	St. Clair township, Illinois *
1479.	Fremont township, Illinois *	1525.	Morgan County, Illinois *	1577.	Stephenson County, Illinois *
1480.	Fulton County, Illinois *	1526.	Mount Prospect village, Illinois *	1578.	Stickney township, Illinois *
1481.	Galesburg city, Illinois *	1527.	Mundelein village, Illinois *	1579.	Streamwood village, Illinois *
1482.	Galesburg City township, Illinois *	1528.	Naperville city, Illinois *	1580.	Tazewell County, Illinois *
1483.	Glendale Heights village, Illinois *	1529.	Naperville township, Illinois *	1581.	Thornton township, Illinois *
1484.	Glenview village, Illinois *	1530.	New Lenox township, Illinois *	1582.	Tinley Park village, Illinois *
1485.	Grafton township, Illinois *	1531.	New Trier township, Illinois *	1583.	Troy township, Illinois *
1486.	Grundy County, Illinois *	1532.	Niles township, Illinois *	1584.	Urbana city, Illinois *
1487.	Gurnee village, Illinois *	1533.	Normal town, Illinois *	1585.	Vermilion County, Illinois *
1488.	Hanover Park village, Illinois *	1534.	Normal township, Illinois *	1586.	Vernon township, Illinois *
1489.	Hanover township, Illinois *	1535.	Northbrook village, Illinois *	1587.	Warren township, Illinois *
1490.	Harlem township, Illinois *	1536.	Northfield township, Illinois *	1588.	Waukegan city, Illinois *
1491.	Henry County, Illinois *	1537.	Nunda township, Illinois *	1589.	Waukegan township, Illinois *
1492.	Hoffman Estates village, Illinois *	1538.	Oak Lawn village, Illinois *	1590.	Wayne township, Illinois *
1493.	Homer township, Illinois *	1539.	Oak Park township, Illinois *	1591.	West Deerfield township, Illinois *
1494.	Jackson County, Illinois *	1540.	Oak Park village, Illinois *	1592.	Wheatland township, Illinois *
1495.	Jefferson County, Illinois *	1541.	Ogle County, Illinois *	1593.	Wheaton city, Illinois *
1496.	Joliet city, Illinois *	1542.	Orland Park village, Illinois *	1594.	Wheeling township, Illinois *
1497.	Joliet township, Illinois *	1543.	Orland township, Illinois *	1595.	Wheeling village, Illinois *
1498.	Kane County, Illinois *	1544.	Oswego township, Illinois *	1596.	Whiteside County, Illinois *
		1545.	Oswego village, Illinois *	1597.	Will County, Illinois *
		1546.	Palatine township, Illinois *	1598.	Williamson County, Illinois *
		1547.	Palatine village, Illinois *	1599.	Winfield township, Illinois *
		1548.	Palos township, Illinois *	1600.	Winnebago County, Illinois *
		1549.	Park Ridge city, Illinois *		
		1550.	Pekin city, Illinois *		

1601.	Wood River township, Illinois *	1654.	Chicago Ridge village, Illinois	1706.	Grant township, Illinois
1602.	Woodford County, Illinois *	1655.	Clark County, Illinois	1707.	Grayslake village, Illinois
1603.	Woodridge village, Illinois *	1656.	Clay County, Illinois	1708.	Greene County, Illinois
1604.	Worth township, Illinois *	1657.	Collinsville city, Illinois	1709.	Greenwood township, Illinois
1605.	York township, Illinois *	1658.	Coloma township, Illinois	1710.	Groveland township, Illinois
1606.	Alsip village, Illinois	1659.	Columbia city, Illinois	1711.	Hampton township, Illinois
1607.	Alton city, Illinois	1660.	Cortland township, Illinois	1712.	Hancock County, Illinois
1608.	Alton township, Illinois	1661.	Country Club Hills city, Illinois	1713.	Harrisburg township, Illinois
1609.	Antioch township, Illinois	1662.	Crawford County, Illinois	1714.	Harvey city, Illinois
1610.	Antioch village, Illinois	1663.	Crest Hill city, Illinois	1715.	Hazel Crest village, Illinois
1611.	Aux Sable township, Illinois	1664.	Crestwood village, Illinois	1716.	Herrin city, Illinois
1612.	Barrington township, Illinois	1665.	Crete township, Illinois	1717.	Hickory Hills city, Illinois
1613.	Barrington village, Illinois	1666.	Cuba township, Illinois	1718.	Hickory Point township, Illinois
1614.	Batavia city, Illinois	1667.	Cumberland County, Illinois	1719.	Highland Park city, Illinois
1615.	Beach Park village, Illinois	1668.	Danville township, Illinois	1720.	Hinsdale village, Illinois
1616.	Bellwood village, Illinois	1669.	Darien city, Illinois	1721.	Homer Glen village, Illinois
1617.	Belvidere city, Illinois	1670.	De Witt County, Illinois	1722.	Homewood village, Illinois
1618.	Belvidere township, Illinois	1671.	Deerfield village, Illinois	1723.	Huntley village, Illinois
1619.	Bensenville village, Illinois	1672.	Dixon city, Illinois	1724.	Iroquois County, Illinois
1620.	Benton township, Illinois	1673.	Dixon township, Illinois	1725.	Jacksonville city, Illinois
1621.	Blackberry township, Illinois	1674.	Dolton village, Illinois	1726.	Jarvis township, Illinois
1622.	Bloomington village, Illinois	1675.	Dorr township, Illinois	1727.	Jersey County, Illinois
1623.	Blue Island city, Illinois	1676.	Douglas County, Illinois	1728.	Jo Daviess County, Illinois
1624.	Bond County, Illinois	1677.	Douglas township, Illinois	1729.	Johnson County, Illinois
1625.	Bourbonnais village, Illinois	1678.	East Moline city, Illinois	1730.	Justice village, Illinois
1626.	Bradley village, Illinois	1679.	East Peoria city, Illinois	1731.	Kankakee city, Illinois
1627.	Bridgeview village, Illinois	1680.	East St. Louis city, Illinois	1732.	Kankakee township, Illinois
1628.	Brookfield village, Illinois	1681.	East St. Louis township, Illinois	1733.	Kewanee city, Illinois
1629.	Bruce township, Illinois	1682.	Edgar County, Illinois	1734.	La Grange Park village, Illinois
1630.	Burbank city, Illinois	1683.	Edwardsville city, Illinois	1735.	La Grange village, Illinois
1631.	Burr Ridge village, Illinois	1684.	Effingham city, Illinois	1736.	Lake Forest city, Illinois
1632.	Cahokia village, Illinois	1685.	Elmwood Park village, Illinois	1737.	Lake in the Hills village, Illinois
1633.	Calumet township, Illinois	1686.	Evergreen Park village, Illinois	1738.	Lake Zurich village, Illinois
1634.	Campton Hills village, Illinois	1687.	Fairview Heights city, Illinois	1739.	Lansing village, Illinois
1635.	Campton township, Illinois	1688.	Fayette County, Illinois	1740.	LaSalle township, Illinois
1636.	Canton city, Illinois	1689.	Flagg township, Illinois	1741.	Lawrence County, Illinois
1637.	Canton township, Illinois	1690.	Fondulac township, Illinois	1742.	Lemont township, Illinois
1638.	Carbondale city, Illinois	1691.	Ford County, Illinois	1743.	Lemont village, Illinois
1639.	Carbondale township, Illinois	1692.	Forest Park village, Illinois	1744.	Libertyville village, Illinois
1640.	Carroll County, Illinois	1693.	Fox Lake village, Illinois	1745.	Limestone township, Illinois
1641.	Cary village, Illinois	1694.	Frankfort village, Illinois	1746.	Lincoln city, Illinois
1642.	Cass County, Illinois	1695.	Franklin Park village, Illinois	1747.	Lincolnwood village, Illinois
1643.	Centralia city, Illinois	1696.	Freeport city, Illinois	1748.	Lindhurst village, Illinois
1644.	Centralia township, Illinois	1697.	Freeport township, Illinois	1749.	Lisle village, Illinois
1645.	Centreville township, Illinois	1698.	Geneva city, Illinois	1750.	Little Rock township, Illinois
1646.	Champaign township, Illinois	1699.	Geneva township, Illinois	1751.	Lockport city, Illinois
1647.	Channahon township, Illinois	1700.	Glen Carbon village, Illinois	1752.	Logan County, Illinois
1648.	Channahon village, Illinois	1701.	Glen Ellyn village, Illinois	1753.	Long Creek township, Illinois
1649.	Charleston city, Illinois	1702.	Godfrey township, Illinois	1754.	Loves Park city, Illinois
1650.	Charleston township, Illinois	1703.	Godfrey village, Illinois	1755.	Lyons village, Illinois
1651.	Chatham village, Illinois	1704.	Granite City city, Illinois	1756.	Machesney Park village, Illinois
1652.	Cherry Valley township, Illinois	1705.	Granite City township, Illinois		
1653.	Chicago Heights city, Illinois				

1757.	Macomb city, Illinois	1809.	Perry County, Illinois	1861.	Washington city, Illinois
1758.	Macomb City township, Illinois	1810.	Peru township, Illinois	1862.	Washington County, Illinois
1759.	Mahomet township, Illinois	1811.	Piatt County, Illinois	1863.	Washington township, Illinois
1760.	Manhattan township, Illinois	1812.	Pike County, Illinois	1864.	Waterloo city, Illinois
1761.	Manteno township, Illinois	1813.	Plano city, Illinois	1865.	Wauconda township, Illinois
1762.	Marion city, Illinois	1814.	Pontiac city, Illinois	1866.	Wauconda village, Illinois
1763.	Markham city, Illinois	1815.	Pontiac township, Illinois	1867.	Wayne County, Illinois
1764.	Marshall County, Illinois	1816.	Prospect Heights city, Illinois	1868.	West Chicago city, Illinois
1765.	Mason County, Illinois	1817.	Rantoul township, Illinois	1869.	Westchester village, Illinois
1766.	Massac County, Illinois	1818.	Rantoul village, Illinois	1870.	Western Springs village, Illinois
1767.	Matteson village, Illinois	1819.	Richland County, Illinois	1871.	Westmont village, Illinois
1768.	Mattoon city, Illinois	1820.	Richton Park village, Illinois	1872.	White County, Illinois
1769.	Mattoon township, Illinois	1821.	River Forest township, Illinois	1873.	Wilmette village, Illinois
1770.	Maywood village, Illinois	1822.	River Forest village, Illinois	1874.	Winnetka village, Illinois
1771.	McDonough County, Illinois	1823.	Riverdale village, Illinois	1875.	Wood Dale city, Illinois
1772.	McHenry city, Illinois	1824.	Riverside township, Illinois	1876.	Wood River city, Illinois
1773.	Medina township, Illinois	1825.	Rock Island township, Illinois	1877.	Woodside township, Illinois
1774.	Melrose Park village, Illinois	1826.	Rockton township, Illinois	1878.	Woodstock city, Illinois
1775.	Menard County, Illinois	1827.	Rolling Meadows city, Illinois	1879.	Worth village, Illinois
1776.	Mercer County, Illinois	1828.	Roscoe township, Illinois	1880.	Yorkville city, Illinois
1777.	Midlothian village, Illinois	1829.	Roscoe village, Illinois	1881.	Zion city, Illinois
1778.	Minooka village, Illinois	1830.	Roselle village, Illinois	1882.	Zion township, Illinois
1779.	Mokena village, Illinois	1831.	Round Lake Beach village, Illinois	1883.	Aboite township, Indiana *
1780.	Moline township, Illinois	1832.	Round Lake village, Illinois	1884.	Adams County, Indiana *
1781.	Monee township, Illinois	1833.	Rutland township, Illinois	1885.	Adams township, Indiana *
1782.	Montgomery County, Illinois	1834.	Saline County, Illinois	1886.	Allen County, Indiana *
1783.	Montgomery village, Illinois	1835.	Sauk Village village, Illinois	1887.	Anderson city, Indiana *
1784.	Morris city, Illinois	1836.	Schiller Park village, Illinois	1888.	Anderson township, Indiana *
1785.	Morton Grove village, Illinois	1837.	Shelby County, Illinois	1889.	Bartholomew County, Indiana *
1786.	Morton township, Illinois	1838.	Shiloh Valley township, Illinois	1890.	Bloomington city, Indiana *
1787.	Morton village, Illinois	1839.	Shiloh village, Illinois	1891.	Bloomington township, Indiana *
1788.	Moultrie County, Illinois	1840.	Shorewood village, Illinois	1892.	Boone County, Indiana *
1789.	Mount Vernon city, Illinois	1841.	South Elgin village, Illinois	1893.	Calumet township, Indiana *
1790.	Mount Vernon township, Illinois	1842.	South Holland village, Illinois	1894.	Carmel city, Indiana *
1791.	Nameoki township, Illinois	1843.	South Rock Island township, Illinois	1895.	Cass County, Indiana *
1792.	New Lenox village, Illinois	1844.	Sterling city, Illinois	1896.	Center township, Indiana *
1793.	Newell township, Illinois	1845.	Sterling township, Illinois	1897.	Center township, Indiana *
1794.	Niles village, Illinois	1846.	Streator city, Illinois	1898.	Center township, Indiana *
1795.	Norridge village, Illinois	1847.	Sugar Grove township, Illinois	1899.	Center township, Indiana *
1796.	North Aurora village, Illinois	1848.	Summit village, Illinois	1900.	Center township, Indiana *
1797.	North Chicago city, Illinois	1849.	Swansea village, Illinois	1901.	Center township, Indiana *
1798.	Northlake city, Illinois	1850.	Sycamore city, Illinois	1902.	Clark County, Indiana *
1799.	Norwood Park township, Illinois	1851.	Sycamore township, Illinois	1903.	Clay township, Indiana *
1800.	O'Fallon city, Illinois	1852.	Taylorville city, Illinois	1904.	Clay township, Indiana *
1801.	O'Fallon township, Illinois	1853.	Taylorville township, Illinois	1905.	Clinton County, Indiana *
1802.	Oak Forest city, Illinois	1854.	Troy city, Illinois	1906.	Columbus city, Indiana *
1803.	Ottawa city, Illinois	1855.	Union County, Illinois	1907.	Columbus township, Indiana *
1804.	Ottawa township, Illinois	1856.	Vernon Hills village, Illinois	1908.	Concord township, Indiana *
1805.	Palos Heights city, Illinois	1857.	Villa Park village, Illinois	1909.	Crown Point city, Indiana *
1806.	Palos Hills city, Illinois	1858.	Wabash County, Illinois	1910.	Daviess County, Indiana *
1807.	Park Forest village, Illinois	1859.	Warren County, Illinois	1911.	Dearborn County, Indiana *
1808.	Pekin township, Illinois	1860.	Warrenville city, Illinois	1912.	Decatur township, Indiana *

1913.	DeKalb County, Indiana *	1966.	Miami County, Indiana *	2013.	Wayne County, Indiana *
1914.	Delaware County, Indiana *	1967.	Michigan City city, Indiana *	2014.	Wayne township, Indiana *
1915.	Delaware township, Indiana *	1968.	Mishawaka city, Indiana *	2015.	Wayne township, Indiana *
1916.	Dubois County, Indiana *	1969.	Monroe County, Indiana *	2016.	Wayne township, Indiana *
1917.	Elkhart city, Indiana *	1970.	Montgomery County, Indiana *	2017.	Wea township, Indiana *
1918.	Elkhart County, Indiana *	1971.	Morgan County, Indiana *	2018.	West Lafayette city, Indiana *
1919.	Elkhart township, Indiana *	1972.	Muncie city, Indiana *	2019.	Westfield city, Indiana *
1920.	Evansville city, Indiana *	1973.	New Albany city, Indiana *	2020.	White River township, Indiana *
1921.	Fairfield township, Indiana *	1974.	New Albany township, Indiana *	2021.	Whitley County, Indiana *
1922.	Fall Creek township, Indiana *	1975.	Noble County, Indiana *	2022.	Addison township, Indiana
1923.	Fishers city, Indiana *	1976.	Noblesville city, Indiana *	2023.	Auburn city, Indiana
1924.	Floyd County, Indiana *	1977.	Noblesville township, Indiana *	2024.	Avon town, Indiana
1925.	Fort Wayne city, Indiana *	1978.	North township, Indiana *	2025.	Bainbridge township, Indiana
1926.	Franklin township, Indiana *	1979.	Ohio township, Indiana *	2026.	Baugo township, Indiana
1927.	Gary city, Indiana *	1980.	Penn township, Indiana *	2027.	Bedford city, Indiana
1928.	Gibson County, Indiana *	1981.	Perry township, Indiana *	2028.	Beech Grove city, Indiana
1929.	Goshen city, Indiana *	1982.	Perry township, Indiana *	2029.	Blackford County, Indiana
1930.	Grant County, Indiana *	1983.	Perry township, Indiana *	2030.	Bluffton city, Indiana
1931.	Greene County, Indiana *	1984.	Pike township, Indiana *	2031.	Boon township, Indiana
1932.	Greenwood city, Indiana *	1985.	Plainfield town, Indiana *	2032.	Brown County, Indiana
1933.	Guilford township, Indiana *	1986.	Pleasant township, Indiana *	2033.	Brown township, Indiana
1934.	Hamilton County, Indiana *	1987.	Portage city, Indiana *	2034.	Brown township, Indiana
1935.	Hammond city, Indiana *	1988.	Portage township, Indiana *	2035.	Brownsburg town, Indiana
1936.	Hancock County, Indiana *	1989.	Portage township, Indiana *	2036.	Carroll County, Indiana
1937.	Harrison County, Indiana *	1990.	Porter County, Indiana *	2037.	Cedar Creek township, Indiana
1938.	Harrison township, Indiana *	1991.	Putnam County, Indiana *	2038.	Cedar Creek township, Indiana
1939.	Hendricks County, Indiana *	1992.	Richmond city, Indiana *	2039.	Cedar Lake town, Indiana
1940.	Henry County, Indiana *	1993.	Ross township, Indiana *	2040.	Center township, Indiana
1941.	Hobart township, Indiana *	1994.	Shelby County, Indiana *	2041.	Center township, Indiana
1942.	Howard County, Indiana *	1995.	South Bend city, Indiana *	2042.	Center township, Indiana
1943.	Huntington County, Indiana *	1996.	St. John township, Indiana *	2043.	Center township, Indiana
1944.	Jackson County, Indiana *	1997.	St. Joseph County, Indiana *	2044.	Center township, Indiana
1945.	Jasper County, Indiana *	1998.	St. Joseph township, Indiana *	2045.	Center township, Indiana
1946.	Jefferson County, Indiana *	1999.	Steuben County, Indiana *	2046.	Center township, Indiana
1947.	Jeffersonville city, Indiana *	2000.	Terre Haute city, Indiana *	2047.	Centre township, Indiana
1948.	Jeffersonville township, Indiana *	2001.	Tippecanoe County, Indiana *	2048.	Charlestown township, Indiana
1949.	Johnson County, Indiana *	2002.	Valparaiso city, Indiana *	2049.	Chesterton town, Indiana
1950.	Knight township, Indiana *	2003.	Vanderburgh County, Indiana *	2050.	Clarksville town, Indiana
1951.	Knox County, Indiana *	2004.	Vigo County, Indiana *	2051.	Clay County, Indiana
1952.	Kokomo city, Indiana *	2005.	Wabash County, Indiana *	2052.	Cleveland township, Indiana
1953.	Kosciusko County, Indiana *	2006.	Wabash township, Indiana *	2053.	Columbia township, Indiana
1954.	Lafayette city, Indiana *	2007.	Warren township, Indiana *	2054.	Connersville city, Indiana
1955.	LaGrange County, Indiana *	2008.	Warrick County, Indiana *	2055.	Connersville township, Indiana
1956.	Lake County, Indiana *	2009.	Washington township, Indiana *	2056.	Coolspring township, Indiana
1957.	LaPorte County, Indiana *	2010.	Washington township, Indiana *	2057.	Crawford County, Indiana
1958.	Lawrence city, Indiana *	2011.	Washington township, Indiana *	2058.	Crawfordsville city, Indiana
1959.	Lawrence County, Indiana *	2012.	Washington township, Indiana *	2059.	Danville town, Indiana
1960.	Lawrence township, Indiana *			2060.	Decatur County, Indiana
1961.	Lincoln township, Indiana *			2061.	Dyer town, Indiana
1962.	Madison County, Indiana *			2062.	East Chicago city, Indiana
1963.	Marion County / Indianapolis city, Indiana *			2063.	Eel township, Indiana
1964.	Marshall County, Indiana *			2064.	Fall Creek township, Indiana
1965.	Merrillville town, Indiana *			2065.	Fayette County, Indiana

2066.	Fountain County, Indiana	2119.	Peru city, Indiana	2174.	Cerro Gordo County, Iowa *
2067.	Frankfort city, Indiana	2120.	Peru township, Indiana	2175.	Clinton County, Iowa *
2068.	Franklin city, Indiana	2121.	Pigeon township, Indiana	2176.	Council Bluffs city, Iowa *
2069.	Franklin County, Indiana	2122.	Pike County, Indiana	2177.	Dallas County, Iowa *
2070.	Franklin township, Indiana	2123.	Pipe Creek township, Indiana	2178.	Davenport city, Iowa *
2071.	Fulton County, Indiana	2124.	Pleasant township, Indiana	2179.	Des Moines city, Iowa *
2072.	Georgetown township, Indiana	2125.	Posey County, Indiana	2180.	Des Moines County, Iowa *
2073.	Greencastle city, Indiana	2126.	Pulaski County, Indiana	2181.	Dubuque city, Iowa *
2074.	Greencastle township, Indiana	2127.	Randolph County, Indiana	2182.	Dubuque County, Iowa *
2075.	Greenfield city, Indiana	2128.	Richland township, Indiana	2183.	Iowa City city, Iowa *
2076.	Greensburg city, Indiana	2129.	Ripley County, Indiana	2184.	Jasper County, Iowa *
2077.	Griffith town, Indiana	2130.	Rush County, Indiana	2185.	Johnson County, Iowa *
2078.	Hanover township, Indiana	2131.	Schererville town, Indiana	2186.	Lee County, Iowa *
2079.	Harris township, Indiana	2132.	Scott County, Indiana	2187.	Linn County, Iowa *
2080.	Harrison township, Indiana	2133.	Seymour city, Indiana	2188.	Marion city, Iowa *
2081.	Henry township, Indiana	2134.	Shawswick township, Indiana	2189.	Marion County, Iowa *
2082.	Highland town, Indiana	2135.	Shelbyville city, Indiana	2190.	Marshall County, Iowa *
2083.	Hobart city, Indiana	2136.	Silver Creek township, Indiana	2191.	Muscatine County, Iowa *
2084.	Honey Creek township, Indiana	2137.	Speedway town, Indiana	2192.	Polk County, Iowa *
2085.	Huntington city, Indiana	2138.	Spencer County, Indiana	2193.	Pottawattamie County, Iowa *
2086.	Huntington township, Indiana	2139.	St. John town, Indiana	2194.	Scott County, Iowa *
2087.	Jackson township, Indiana	2140.	Starke County, Indiana	2195.	Sioux City city, Iowa *
2088.	Jackson township, Indiana	2141.	Sugar Creek township, Indiana	2196.	Sioux County, Iowa *
2089.	Jasper city, Indiana	2142.	Sullivan County, Indiana	2197.	Story County, Iowa *
2090.	Jay County, Indiana	2143.	Switzerland County, Indiana	2198.	Urbandale city, Iowa *
2091.	Jefferson township, Indiana	2144.	Tipton County, Indiana	2199.	Wapello County, Iowa *
2092.	Jennings County, Indiana	2145.	Troy township, Indiana	2200.	Warren County, Iowa *
2093.	Keener township, Indiana	2146.	Union township, Indiana	2201.	Waterloo city, Iowa *
2094.	La Porte city, Indiana	2147.	Union township, Indiana	2202.	Webster County, Iowa *
2095.	Lake Station city, Indiana	2148.	Van Buren township, Indiana	2203.	West Des Moines city, Iowa *
2096.	Lawrenceburg township, Indiana	2149.	Vermillion County, Indiana	2204.	Woodbury County, Iowa *
2097.	Lebanon city, Indiana	2150.	Vernon township, Indiana	2205.	Allamakee County, Iowa
2098.	Logansport city, Indiana	2151.	Vincennes city, Indiana	2206.	Altoona city, Iowa
2099.	Lost Creek township, Indiana	2152.	Vincennes township, Indiana	2207.	Appanoose County, Iowa
2100.	Madison city, Indiana	2153.	Warsaw city, Indiana	2208.	Benton County, Iowa
2101.	Madison township, Indiana	2154.	Washington city, Indiana	2209.	Boone city, Iowa
2102.	Marion city, Indiana	2155.	Washington County, Indiana	2210.	Boone County, Iowa
2103.	Martin County, Indiana	2156.	Washington township, Indiana	2211.	Bremer County, Iowa
2104.	Martinsville city, Indiana	2157.	Washington township, Indiana	2212.	Buchanan County, Iowa
2105.	Michigan township, Indiana	2158.	Washington township, Indiana	2213.	Buena Vista County, Iowa
2106.	Mill township, Indiana	2159.	Washington township, Indiana	2214.	Burlington city, Iowa
2107.	Munster town, Indiana	2160.	Wayne township, Indiana	2215.	Butler County, Iowa
2108.	New Castle city, Indiana	2161.	Wayne township, Indiana	2216.	Carroll County, Iowa
2109.	New Haven city, Indiana	2162.	Wells County, Indiana	2217.	Cass County, Iowa
2110.	Newton County, Indiana	2163.	Westchester township, Indiana	2218.	Cedar County, Iowa
2111.	Noble township, Indiana	2164.	White County, Indiana	2219.	Cherokee County, Iowa
2112.	Orange County, Indiana	2165.	Winfield township, Indiana	2220.	Chickasaw County, Iowa
2113.	Osolo township, Indiana	2166.	Yorktown town, Indiana	2221.	Clay County, Iowa
2114.	Owen County, Indiana	2167.	Zionsville town, Indiana	2222.	Clayton County, Iowa
2115.	Parke County, Indiana	2168.	Ames city, Iowa *	2223.	Clinton city, Iowa
2116.	Patoka township, Indiana	2169.	Ankeny city, Iowa *	2224.	Clive city, Iowa
2117.	Perry County, Indiana	2170.	Bettendorf city, Iowa *	2225.	Coralville city, Iowa
2118.	Perry township, Indiana	2171.	Black Hawk County, Iowa *	2226.	Crawford County, Iowa
		2172.	Cedar Falls city, Iowa *	2227.	Delaware County, Iowa
		2173.	Cedar Rapids city, Iowa *	2228.	Dickinson County, Iowa

2229.	Fairfield city, Iowa	2284.	Butler County, Kansas *	2337.	Jackson County, Kansas
2230.	Fayette County, Iowa	2285.	Cowley County, Kansas *	2338.	Jefferson County, Kansas
2231.	Floyd County, Iowa	2286.	Crawford County, Kansas *	2339.	Junction City city, Kansas
2232.	Fort Dodge city, Iowa	2287.	Douglas County, Kansas *	2340.	Labette County, Kansas
2233.	Fort Madison city, Iowa	2288.	Finney County, Kansas *	2341.	Lansing city, Kansas
2234.	Franklin County, Iowa	2289.	Ford County, Kansas *	2342.	Liberal city, Kansas
2235.	Grimes city, Iowa	2290.	Geary County, Kansas *	2343.	Madison township, Kansas
2236.	Grundy County, Iowa	2291.	Harvey County, Kansas *	2344.	Marion County, Kansas
2237.	Guthrie County, Iowa	2292.	Hutchinson city, Kansas *	2345.	McPherson city, Kansas
2238.	Hamilton County, Iowa	2293.	Johnson County, Kansas *	2346.	McPherson County, Kansas
2239.	Hancock County, Iowa	2294.	Kansas City city, Kansas *	2347.	Merriam city, Kansas
2240.	Hardin County, Iowa	2295.	Lawrence city, Kansas *	2348.	Nemaha County, Kansas
2241.	Harrison County, Iowa	2296.	Leavenworth city, Kansas *	2349.	Neosho County, Kansas
2242.	Henry County, Iowa	2297.	Leavenworth County, Kansas *	2350.	Newton city, Kansas
2243.	Indianola city, Iowa			2351.	Osage County, Kansas
2244.	Iowa County, Iowa	2298.	Leawood city, Kansas *	2352.	Ottawa city, Kansas
2245.	Jackson County, Iowa	2299.	Lenexa city, Kansas *	2353.	Pittsburg city, Kansas
2246.	Jefferson County, Iowa	2300.	Lyon County, Kansas *	2354.	Pottawatomie County, Kansas
2247.	Johnston city, Iowa	2301.	Manhattan city, Kansas *	2355.	Prairie Village city, Kansas
2248.	Jones County, Iowa	2302.	Miami County, Kansas *	2356.	Riverside township, Kansas
2249.	Keokuk city, Iowa	2303.	Montgomery County, Kansas *	2357.	Rockford township, Kansas
2250.	Keokuk County, Iowa			2358.	Seward County, Kansas
2251.	Kossuth County, Iowa	2304.	Olathe city, Kansas *	2359.	Soldier township, Kansas
2252.	Le Mars city, Iowa	2305.	Overland Park city, Kansas *	2360.	Sumner County, Kansas
2253.	Louisa County, Iowa	2306.	Reno County, Kansas *	2361.	Winfield city, Kansas
2254.	Lyon County, Iowa	2307.	Riley County, Kansas *	2362.	Barren County, Kentucky *
2255.	Madison County, Iowa	2308.	Salina city, Kansas *	2363.	Boone County, Kentucky *
2256.	Mahaska County, Iowa	2309.	Saline County, Kansas *	2364.	Bowling Green city, Kentucky *
2257.	Marshalltown city, Iowa	2310.	Sedgwick County, Kansas *		
2258.	Mason City city, Iowa	2311.	Shawnee city, Kansas *	2365.	Boyd County, Kentucky *
2259.	Mills County, Iowa	2312.	Shawnee County, Kansas *	2366.	Boyle County, Kentucky *
2260.	Mitchell County, Iowa	2313.	Topeka city, Kansas *	2367.	Bullitt County, Kentucky *
2261.	Muscatine city, Iowa	2314.	Wichita city, Kansas *	2368.	Calloway County, Kentucky *
2262.	Newton city, Iowa	2315.	Allen County, Kansas	2369.	Campbell County, Kentucky *
2263.	North Liberty city, Iowa	2316.	Andover city, Kansas	2370.	Christian County, Kentucky *
2264.	Norwalk city, Iowa	2317.	Arkansas City city, Kansas	2371.	Clark County, Kentucky *
2265.	O'Brien County, Iowa	2318.	Atchison city, Kansas	2372.	Covington city, Kentucky *
2266.	Oskaloosa city, Iowa	2319.	Atchison County, Kansas	2373.	Daviess County, Kentucky *
2267.	Ottumwa city, Iowa	2320.	Barton County, Kansas	2374.	Elizabethtown city, Kentucky *
2268.	Page County, Iowa	2321.	Bourbon County, Kansas		
2269.	Pella city, Iowa	2322.	Bruno township, Kansas	2375.	Florence city, Kentucky *
2270.	Pleasant Hill city, Iowa	2323.	Cherokee County, Kansas	2376.	Floyd County, Kentucky *
2271.	Plymouth County, Iowa	2324.	Derby city, Kansas	2377.	Franklin County, Kentucky *
2272.	Poweshiek County, Iowa	2325.	Dickinson County, Kansas	2378.	Georgetown city, Kentucky *
2273.	Shelby County, Iowa	2326.	Dodge City city, Kansas	2379.	Graves County, Kentucky *
2274.	Spencer city, Iowa	2327.	El Dorado city, Kansas	2380.	Greenup County, Kentucky *
2275.	Storm Lake city, Iowa	2328.	Ellis County, Kansas	2381.	Hardin County, Kentucky *
2276.	Tama County, Iowa	2329.	Emporia city, Kansas	2382.	Henderson County, Kentucky *
2277.	Union County, Iowa	2330.	Fairmount township, Kansas		
2278.	Washington County, Iowa	2331.	Franklin County, Kansas	2383.	Hopkins County, Kentucky *
2279.	Waukee city, Iowa	2332.	Garden City city, Kansas	2384.	Hopkinsville city, Kentucky *
2280.	Waverly city, Iowa	2333.	Gardner city, Kansas	2385.	Jessamine County, Kentucky *
2281.	Winnebago County, Iowa	2334.	Great Bend city, Kansas	2386.	Kenton County, Kentucky *
2282.	Winneshiek County, Iowa	2335.	Hays city, Kansas	2387.	Knox County, Kentucky *
2283.	Wright County, Iowa	2336.	Haysville city, Kansas	2388.	Laurel County, Kentucky *

2389.	Lexington-Fayette urban county, Kentucky *	2438.	Harrison County, Kentucky	2491.	Washington County, Kentucky
2390.	Louisville/Jefferson County metro government, Kentucky *	2439.	Hart County, Kentucky	2492.	Wayne County, Kentucky
2391.	Madison County, Kentucky *	2440.	Henderson city, Kentucky	2493.	Webster County, Kentucky
2392.	Marshall County, Kentucky *	2441.	Henry County, Kentucky	2494.	Winchester city, Kentucky
2393.	McCracken County, Kentucky *	2442.	Independence city, Kentucky	2495.	Woodford County, Kentucky
2394.	Muhlenberg County, Kentucky *	2443.	Jackson County, Kentucky	2496.	Acadia Parish, Louisiana *
2395.	Nelson County, Kentucky *	2444.	Jeffersontown city, Kentucky	2497.	Alexandria city, Louisiana *
2396.	Nicholasville city, Kentucky *	2445.	Johnson County, Kentucky	2498.	Ascension Parish, Louisiana *
2397.	Oldham County, Kentucky *	2446.	Knott County, Kentucky	2499.	Avoyelles Parish, Louisiana *
2398.	Owensboro city, Kentucky *	2447.	Larue County, Kentucky	2500.	Baton Rouge city, Louisiana *
2399.	Pike County, Kentucky *	2448.	Lawrence County, Kentucky	2501.	Beauregard Parish, Louisiana *
2400.	Pulaski County, Kentucky *	2449.	Lawrenceburg city, Kentucky	2502.	Bossier City city, Louisiana *
2401.	Richmond city, Kentucky *	2450.	Letcher County, Kentucky	2503.	Bossier Parish, Louisiana *
2402.	Scott County, Kentucky *	2451.	Lewis County, Kentucky	2504.	Caddo Parish, Louisiana *
2403.	Shelby County, Kentucky *	2452.	Lincoln County, Kentucky	2505.	Calcasieu Parish, Louisiana *
2404.	Warren County, Kentucky *	2453.	Logan County, Kentucky	2506.	East Baton Rouge Parish, Louisiana *
2405.	Whitley County, Kentucky *	2454.	Lyndon city, Kentucky	2507.	Evangeline Parish, Louisiana *
2406.	Adair County, Kentucky	2455.	Madisonville city, Kentucky	2508.	Iberia Parish, Louisiana *
2407.	Allen County, Kentucky	2456.	Magoffin County, Kentucky	2509.	Iberville Parish, Louisiana *
2408.	Anderson County, Kentucky	2457.	Marion County, Kentucky	2510.	Jefferson Davis Parish, Louisiana *
2409.	Ashland city, Kentucky	2458.	Martin County, Kentucky	2511.	Jefferson Parish, Louisiana *
2410.	Bardstown city, Kentucky	2459.	Mason County, Kentucky	2512.	Kenner city, Louisiana *
2411.	Bath County, Kentucky	2460.	McCreary County, Kentucky	2513.	Lafayette city, Louisiana *
2412.	Bell County, Kentucky	2461.	Meade County, Kentucky	2514.	Lafayette Parish, Louisiana *
2413.	Berea city, Kentucky	2462.	Mercer County, Kentucky	2515.	Lafourche Parish, Louisiana *
2414.	Bourbon County, Kentucky	2463.	Metcalfe County, Kentucky	2516.	Lake Charles city, Louisiana *
2415.	Breathitt County, Kentucky	2464.	Monroe County, Kentucky	2517.	Lincoln Parish, Louisiana *
2416.	Breckinridge County, Kentucky	2465.	Montgomery County, Kentucky	2518.	Livingston Parish, Louisiana *
2417.	Butler County, Kentucky	2466.	Morgan County, Kentucky	2519.	Monroe city, Louisiana *
2418.	Caldwell County, Kentucky	2467.	Mount Washington city, Kentucky	2520.	Natchitoches Parish, Louisiana *
2419.	Campbellsville city, Kentucky	2468.	Murray city, Kentucky	2521.	New Orleans city / Orleans Parish, Louisiana *
2420.	Carroll County, Kentucky	2469.	Newport city, Kentucky	2522.	Ouachita Parish, Louisiana *
2421.	Carter County, Kentucky	2470.	Ohio County, Kentucky	2523.	Rapides Parish, Louisiana *
2422.	Casey County, Kentucky	2471.	Owen County, Kentucky	2524.	Shreveport city, Louisiana *
2423.	Clay County, Kentucky	2472.	Paducah city, Kentucky	2525.	St. Bernard Parish, Louisiana *
2424.	Clinton County, Kentucky	2473.	Pendleton County, Kentucky	2526.	St. Charles Parish, Louisiana *
2425.	Danville city, Kentucky	2474.	Perry County, Kentucky	2527.	St. John the Baptist Parish, Louisiana *
2426.	Edmonson County, Kentucky	2475.	Powell County, Kentucky	2528.	St. Landry Parish, Louisiana *
2427.	Erlanger city, Kentucky	2476.	Radcliff city, Kentucky	2529.	St. Martin Parish, Louisiana *
2428.	Estill County, Kentucky	2477.	Rockcastle County, Kentucky	2530.	St. Mary Parish, Louisiana *
2429.	Fleming County, Kentucky	2478.	Rowan County, Kentucky	2531.	St. Tammany Parish, Louisiana *
2430.	Fort Thomas city, Kentucky	2479.	Russell County, Kentucky	2532.	Tangipahoa Parish, Louisiana *
2431.	Frankfort city, Kentucky	2480.	Shelbyville city, Kentucky	2533.	Terrebonne Parish, Louisiana *
2432.	Garrard County, Kentucky	2481.	Shepherdsville city, Kentucky	2534.	Vermilion Parish, Louisiana *
2433.	Glasgow city, Kentucky	2482.	Shively city, Kentucky	2535.	Vernon Parish, Louisiana *
2434.	Grant County, Kentucky	2483.	Simpson County, Kentucky		
2435.	Grayson County, Kentucky	2484.	Somerset city, Kentucky		
2436.	Green County, Kentucky	2485.	Spencer County, Kentucky		
2437.	Harlan County, Kentucky	2486.	St. Matthews city, Kentucky		
		2487.	Taylor County, Kentucky		
		2488.	Todd County, Kentucky		
		2489.	Trigg County, Kentucky		
		2490.	Union County, Kentucky		

2536.	Washington Parish, Louisiana *	2586.	Youngsville city, Louisiana	2638.	Frederick city, Maryland *
2537.	Webster Parish, Louisiana *	2587.	Zachary city, Louisiana	2639.	Frederick County, Maryland *
2538.	Abbeville city, Louisiana	2588.	Androscoggin County, Maine *	2640.	Gaithersburg city, Maryland *
2539.	Allen Parish, Louisiana	2589.	Aroostook County, Maine *	2641.	Hagerstown city, Maryland *
2540.	Assumption Parish, Louisiana	2590.	Bangor city, Maine *	2642.	Harford County, Maryland *
2541.	Baker city, Louisiana	2591.	Cumberland County, Maine *	2643.	Howard County, Maryland *
2542.	Bastrop city, Louisiana	2592.	Franklin County, Maine *	2644.	Montgomery County, Maryland *
2543.	Bienville Parish, Louisiana	2593.	Hancock County, Maine *	2645.	Prince George's County, Maryland *
2544.	Bogalusa city, Louisiana	2594.	Kennebec County, Maine *	2646.	Queen Anne's County, Maryland *
2545.	Broussard city, Louisiana	2595.	Knox County, Maine *	2647.	Rockville city, Maryland *
2546.	Central city, Louisiana	2596.	Lewiston city, Maine *	2648.	Salisbury city, Maryland *
2547.	Claiborne Parish, Louisiana	2597.	Lincoln County, Maine *	2649.	St. Mary's County, Maryland *
2548.	Concordia Parish, Louisiana	2598.	Oxford County, Maine *	2650.	Talbot County, Maryland *
2549.	Covington city, Louisiana	2599.	Penobscot County, Maine *	2651.	Washington County, Maryland *
2550.	Crowley city, Louisiana	2600.	Portland city, Maine *	2652.	Wicomico County, Maryland *
2551.	De Soto Parish, Louisiana	2601.	Sagadahoc County, Maine *	2653.	Worcester County, Maryland *
2552.	DeRidder city, Louisiana	2602.	Somerset County, Maine *	2654.	Aberdeen city, Maryland
2553.	East Feliciana Parish, Louisiana	2603.	Waldo County, Maine *	2655.	Bel Air town, Maryland
2554.	Franklin Parish, Louisiana	2604.	Washington County, Maine *	2656.	Cambridge city, Maryland
2555.	Gonzales city, Louisiana	2605.	York County, Maine *	2657.	Cumberland city, Maryland
2556.	Grant Parish, Louisiana	2606.	Auburn city, Maine	2658.	Easton town, Maryland
2557.	Gretna city, Louisiana	2607.	Augusta city, Maine	2659.	Elkton town, Maryland
2558.	Hammond city, Louisiana	2608.	Biddeford city, Maine	2660.	Garrett County, Maryland
2559.	Jackson Parish, Louisiana	2609.	Brunswick town, Maine	2661.	Greenbelt city, Maryland
2560.	LaSalle Parish, Louisiana	2610.	Falmouth town, Maine	2662.	Havre de Grace city, Maryland
2561.	Madison Parish, Louisiana	2611.	Gorham town, Maine	2663.	Hyattsville city, Maryland
2562.	Mandeville city, Louisiana	2612.	Kennebunk town, Maine	2664.	Kent County, Maryland
2563.	Minden city, Louisiana	2613.	Orono town, Maine	2665.	Laurel city, Maryland
2564.	Morehouse Parish, Louisiana	2614.	Piscataquis County, Maine	2666.	New Carrollton city, Maryland
2565.	Morgan City city, Louisiana	2615.	Saco city, Maine	2667.	Somerset County, Maryland
2566.	Natchitoches city, Louisiana	2616.	Sanford city, Maine	2668.	Takoma Park city, Maryland
2567.	New Iberia city, Louisiana	2617.	Scarborough town, Maine	2669.	Westminster city, Maryland
2568.	Opelousas city, Louisiana	2618.	South Portland city, Maine	2670.	Amherst town, Massachusetts *
2569.	Pineville city, Louisiana	2619.	Standish town, Maine	2671.	Andover town, Massachusetts *
2570.	Plaquemines Parish, Louisiana	2620.	Waterville city, Maine	2672.	Arlington town, Massachusetts *
2571.	Pointe Coupee Parish, Louisiana	2621.	Wells town, Maine	2673.	Attleboro city, Massachusetts *
2572.	Richland Parish, Louisiana	2622.	Westbrook city, Maine	2674.	Barnstable County, Massachusetts *
2573.	Ruston city, Louisiana	2623.	Windham town, Maine	2675.	Barnstable Town city, Massachusetts *
2574.	Sabine Parish, Louisiana	2624.	York town, Maine	2676.	Beverly city, Massachusetts *
2575.	Slidell city, Louisiana	2625.	Allegany County, Maryland *	2677.	Billerica town, Massachusetts *
2576.	St. Helena Parish, Louisiana	2626.	Annapolis city, Maryland *	2678.	Boston city, Massachusetts *
2577.	St. James Parish, Louisiana	2627.	Anne Arundel County, Maryland *	2679.	Braintree Town city, Massachusetts *
2578.	Sulphur city, Louisiana	2628.	Baltimore city, Maryland *		
2579.	Thibodaux city, Louisiana	2629.	Baltimore County, Maryland *		
2580.	Union Parish, Louisiana	2630.	Bowie city, Maryland *		
2581.	West Baton Rouge Parish, Louisiana	2631.	Calvert County, Maryland *		
2582.	West Carroll Parish, Louisiana	2632.	Caroline County, Maryland *		
2583.	West Feliciana Parish, Louisiana	2633.	Carroll County, Maryland *		
2584.	West Monroe city, Louisiana	2634.	Cecil County, Maryland *		
2585.	Winn Parish, Louisiana	2635.	Charles County, Maryland *		
		2636.	College Park city, Maryland *		
		2637.	Dorchester County, Maryland *		

2680.	Bristol County, Massachusetts *	2712.	North Andover town, Massachusetts *	2749.	Charlton town, Massachusetts
2681.	Brockton city, Massachusetts *	2713.	Peabody city, Massachusetts *	2750.	Clinton town, Massachusetts
2682.	Brookline town, Massachusetts *	2714.	Pittsfield city, Massachusetts *	2751.	Concord town, Massachusetts
2683.	Cambridge city, Massachusetts *	2715.	Plymouth County, Massachusetts *	2752.	Danvers town, Massachusetts
2684.	Chelmsford town, Massachusetts *	2716.	Plymouth town, Massachusetts *	2753.	Dedham town, Massachusetts
2685.	Chelsea city, Massachusetts *	2717.	Quincy city, Massachusetts *	2754.	Dennis town, Massachusetts
2686.	Chicopee city, Massachusetts *	2718.	Randolph Town city, Massachusetts *	2755.	Dudley town, Massachusetts
2687.	Dartmouth town, Massachusetts *	2719.	Revere city, Massachusetts *	2756.	Dukes County, Massachusetts
2688.	Dracut town, Massachusetts *	2720.	Salem city, Massachusetts *	2757.	Duxbury town, Massachusetts
2689.	Everett city, Massachusetts *	2721.	Shrewsbury town, Massachusetts *	2758.	East Bridgewater town, Massachusetts
2690.	Fall River city, Massachusetts *	2722.	Somerville city, Massachusetts *	2759.	East Longmeadow town, Massachusetts
2691.	Falmouth town, Massachusetts *	2723.	Springfield city, Massachusetts *	2760.	Easthampton Town city, Massachusetts
2692.	Fitchburg city, Massachusetts *	2724.	Taunton city, Massachusetts *	2761.	Easton town, Massachusetts
2693.	Framingham city, Massachusetts *	2725.	Tewksbury town, Massachusetts *	2762.	Fairhaven town, Massachusetts
2694.	Franklin Town city, Massachusetts *	2726.	Waltham city, Massachusetts *	2763.	Foxborough town, Massachusetts
2695.	Gloucester city, Massachusetts *	2727.	Watertown Town city, Massachusetts *	2764.	Gardner city, Massachusetts
2696.	Haverhill city, Massachusetts *	2728.	Westfield city, Massachusetts *	2765.	Grafton town, Massachusetts
2697.	Holyoke city, Massachusetts *	2729.	Weymouth Town city, Massachusetts *	2766.	Greenfield Town city, Massachusetts
2698.	Lawrence city, Massachusetts *	2730.	Woburn city, Massachusetts *	2767.	Groton town, Massachusetts
2699.	Leominster city, Massachusetts *	2731.	Worcester city, Massachusetts *	2768.	Hanover town, Massachusetts
2700.	Lexington town, Massachusetts *	2732.	Abington town, Massachusetts	2769.	Hanson town, Massachusetts
2701.	Lowell city, Massachusetts *	2733.	Acton town, Massachusetts	2770.	Harwich town, Massachusetts
2702.	Lynn city, Massachusetts *	2734.	Acushnet town, Massachusetts	2771.	Hingham town, Massachusetts
2703.	Malden city, Massachusetts *	2735.	Agawam Town city, Massachusetts	2772.	Holbrook town, Massachusetts
2704.	Marlborough city, Massachusetts *	2736.	Amesbury Town city, Massachusetts	2773.	Holden town, Massachusetts
2705.	Medford city, Massachusetts *	2737.	Ashland town, Massachusetts	2774.	Holliston town, Massachusetts
2706.	Methuen Town city, Massachusetts *	2738.	Athol town, Massachusetts	2775.	Hopkinton town, Massachusetts
2707.	Natick town, Massachusetts *	2739.	Auburn town, Massachusetts	2776.	Hudson town, Massachusetts
2708.	Needham town, Massachusetts *	2740.	Bedford town, Massachusetts	2777.	Hull town, Massachusetts
2709.	New Bedford city, Massachusetts *	2741.	Belchertown town, Massachusetts	2778.	Ipswich town, Massachusetts
2710.	Newton city, Massachusetts *	2742.	Bellingham town, Massachusetts	2779.	Kingston town, Massachusetts
2711.	Norfolk County, Massachusetts *	2743.	Belmont town, Massachusetts	2780.	Lakeville town, Massachusetts
		2744.	Bourne town, Massachusetts	2781.	Leicester town, Massachusetts
		2745.	Bridgewater Town city, Massachusetts	2782.	Littleton town, Massachusetts
		2746.	Burlington town, Massachusetts	2783.	Longmeadow town, Massachusetts
		2747.	Canton town, Massachusetts	2784.	Ludlow town, Massachusetts
		2748.	Carver town, Massachusetts	2785.	Lunenburg town, Massachusetts
				2786.	Lynnfield town, Massachusetts
				2787.	Mansfield town, Massachusetts
				2788.	Marblehead town, Massachusetts
				2789.	Marshfield town, Massachusetts
				2790.	Mashpee town, Massachusetts
				2791.	Maynard town, Massachusetts

2792.	Medfield town, Massachusetts	2831.	Stoughton town, Massachusetts	2869.	Canton charter township, Michigan *
2793.	Medway town, Massachusetts	2832.	Sudbury town, Massachusetts	2870.	Cass County, Michigan *
2794.	Melrose city, Massachusetts	2833.	Swampscott town, Massachusetts	2871.	Chesterfield township, Michigan *
2795.	Middleborough town, Massachusetts	2834.	Swansea town, Massachusetts	2872.	Chippewa County, Michigan *
2796.	Middleton town, Massachusetts	2835.	Tyngsborough town, Massachusetts	2873.	Clare County, Michigan *
2797.	Milford town, Massachusetts	2836.	Uxbridge town, Massachusetts	2874.	Clinton charter township, Michigan *
2798.	Millbury town, Massachusetts	2837.	Wakefield town, Massachusetts	2875.	Clinton County, Michigan *
2799.	Milton town, Massachusetts	2838.	Walpole town, Massachusetts	2876.	Commerce charter township, Michigan *
2800.	Nantucket town, Massachusetts	2839.	Wareham town, Massachusetts	2877.	Dearborn city, Michigan *
2801.	Newburyport city, Massachusetts	2840.	Wayland town, Massachusetts	2878.	Dearborn Heights city, Michigan *
2802.	Norfolk town, Massachusetts	2841.	Webster town, Massachusetts	2879.	Delta charter township, Michigan *
2803.	North Adams city, Massachusetts	2842.	Wellesley town, Massachusetts	2880.	Delta County, Michigan *
2804.	North Attleborough town, Massachusetts	2843.	West Springfield Town city, Massachusetts	2881.	Detroit city, Michigan *
2805.	North Reading town, Massachusetts	2844.	Westborough town, Massachusetts	2882.	East Lansing city, Michigan *
2806.	Northampton city, Massachusetts	2845.	Westford town, Massachusetts	2883.	Eastpointe city, Michigan *
2807.	Northborough town, Massachusetts	2846.	Weston town, Massachusetts	2884.	Eaton County, Michigan *
2808.	Northbridge town, Massachusetts	2847.	Westport town, Massachusetts	2885.	Emmet County, Michigan *
2809.	Norton town, Massachusetts	2848.	Westwood town, Massachusetts	2886.	Farmington Hills city, Michigan *
2810.	Norwell town, Massachusetts	2849.	Whitman town, Massachusetts	2887.	Flint charter township, Michigan *
2811.	Norwood town, Massachusetts	2850.	Wilbraham town, Massachusetts	2888.	Flint city, Michigan *
2812.	Oxford town, Massachusetts	2851.	Wilmington town, Massachusetts	2889.	Genesee County, Michigan *
2813.	Palmer Town city, Massachusetts	2852.	Winchendon town, Massachusetts	2890.	Georgetown charter township, Michigan *
2814.	Pembroke town, Massachusetts	2853.	Winchester town, Massachusetts	2891.	Grand Blanc charter township, Michigan *
2815.	Pepperell town, Massachusetts	2854.	Winthrop Town city, Massachusetts	2892.	Grand Rapids city, Michigan *
2816.	Raynham town, Massachusetts	2855.	Wrentham town, Massachusetts	2893.	Grand Traverse County, Michigan *
2817.	Reading town, Massachusetts	2856.	Yarmouth town, Massachusetts	2894.	Gratiot County, Michigan *
2818.	Rehoboth town, Massachusetts	2857.	Allegan County, Michigan *	2895.	Hillsdale County, Michigan *
2819.	Rockland town, Massachusetts	2858.	Ann Arbor city, Michigan *	2896.	Holland charter township, Michigan *
2820.	Sandwich town, Massachusetts	2859.	Barry County, Michigan *	2897.	Holland city, Michigan *
2821.	Saugus town, Massachusetts	2860.	Battle Creek city, Michigan *	2898.	Houghton County, Michigan *
2822.	Scituate town, Massachusetts	2861.	Bay City city, Michigan *	2899.	Huron County, Michigan *
2823.	Seekonk town, Massachusetts	2862.	Bay County, Michigan *	2900.	Independence charter township, Michigan *
2824.	Sharon town, Massachusetts	2863.	Bedford township, Michigan *	2901.	Ingham County, Michigan *
2825.	Somerset town, Massachusetts	2864.	Berrien County, Michigan *	2902.	Ionia County, Michigan *
2826.	South Hadley town, Massachusetts	2865.	Bloomfield charter township, Michigan *	2903.	Isabella County, Michigan *
2827.	Southborough town, Massachusetts	2866.	Branch County, Michigan *	2904.	Jackson city, Michigan *
2828.	Southbridge Town city, Massachusetts	2867.	Brownstown charter township, Michigan *	2905.	Jackson County, Michigan *
2829.	Spencer town, Massachusetts	2868.	Calhoun County, Michigan *	2906.	Kalamazoo city, Michigan *
2830.	Stoneham town, Massachusetts			2907.	Kalamazoo County, Michigan *
				2908.	Kent County, Michigan *
				2909.	Kentwood city, Michigan *

2910.	Lansing city, Michigan *	2951.	Taylor city, Michigan *	2993.	Cascade charter township, Michigan
2911.	Lapeer County, Michigan *	2952.	Troy city, Michigan *	2994.	Charlevoix County, Michigan
2912.	Lenawee County, Michigan *	2953.	Tuscola County, Michigan *	2995.	Cheboygan County, Michigan
2913.	Lincoln Park city, Michigan *	2954.	Van Buren County, Michigan *	2996.	Clawson city, Michigan
2914.	Livingston County, Michigan *	2955.	Warren city, Michigan *	2997.	Coldwater city, Michigan
2915.	Livonia city, Michigan *	2956.	Washtenaw County, Michigan *	2998.	Comstock charter township, Michigan
2916.	Macomb County, Michigan *	2957.	Waterford charter township, Michigan *	2999.	Cooper charter township, Michigan
2917.	Macomb township, Michigan *	2958.	Wayne County, Michigan *	3000.	Crawford County, Michigan
2918.	Marquette County, Michigan *	2959.	West Bloomfield charter township, Michigan *	3001.	Davison township, Michigan
2919.	Mecosta County, Michigan *	2960.	Westland city, Michigan *	3002.	Delhi charter township, Michigan
2920.	Meridian charter township, Michigan *	2961.	Wexford County, Michigan *	3003.	DeWitt charter township, Michigan
2921.	Midland city, Michigan *	2962.	White Lake charter township, Michigan *	3004.	Dickinson County, Michigan
2922.	Midland County, Michigan *	2963.	Wyoming city, Michigan *	3005.	East Bay township, Michigan
2923.	Monroe County, Michigan *	2964.	Ypsilanti charter township, Michigan *	3006.	East Grand Rapids city, Michigan
2924.	Montcalm County, Michigan *	2965.	Ada township, Michigan	3007.	Egelston township, Michigan
2925.	Muskegon city, Michigan *	2966.	Adrian city, Michigan	3008.	Emmett charter township, Michigan
2926.	Muskegon County, Michigan *	2967.	Alcona County, Michigan	3009.	Escanaba city, Michigan
2927.	Newaygo County, Michigan *	2968.	Algoma township, Michigan	3010.	Farmington city, Michigan
2928.	Novi city, Michigan *	2969.	Allen Park city, Michigan	3011.	Fenton charter township, Michigan
2929.	Oakland County, Michigan *	2970.	Allendale charter township, Michigan	3012.	Fenton city, Michigan
2930.	Orion charter township, Michigan *	2971.	Alpena County, Michigan	3013.	Ferndale city, Michigan
2931.	Ottawa County, Michigan *	2972.	Alpine township, Michigan	3014.	Flat Rock city, Michigan
2932.	Pittsfield charter township, Michigan *	2973.	Antrim County, Michigan	3015.	Flushing charter township, Michigan
2933.	Plainfield charter township, Michigan *	2974.	Antwerp township, Michigan	3016.	Fort Gratiot charter township, Michigan
2934.	Pontiac city, Michigan *	2975.	Arenac County, Michigan	3017.	Fraser city, Michigan
2935.	Portage city, Michigan *	2976.	Auburn Hills city, Michigan	3018.	Frenchtown township, Michigan
2936.	Redford charter township, Michigan *	2977.	Bangor charter township, Michigan	3019.	Fruitport charter township, Michigan
2937.	Rochester Hills city, Michigan *	2978.	Bath charter township, Michigan	3020.	Gaines charter township, Michigan
2938.	Roseville city, Michigan *	2979.	Benton charter township, Michigan	3021.	Garden City city, Michigan
2939.	Royal Oak city, Michigan *	2980.	Benzie County, Michigan	3022.	Garfield charter township, Michigan
2940.	Saginaw charter township, Michigan *	2981.	Berkley city, Michigan	3023.	Genesee charter township, Michigan
2941.	Saginaw city, Michigan *	2982.	Beverly Hills village, Michigan	3024.	Genoa township, Michigan
2942.	Saginaw County, Michigan *	2983.	Big Rapids city, Michigan	3025.	Gladwin County, Michigan
2943.	Sanilac County, Michigan *	2984.	Birmingham city, Michigan	3026.	Gogebic County, Michigan
2944.	Shelby charter township, Michigan *	2985.	Blackman charter township, Michigan	3027.	Grand Haven charter township, Michigan
2945.	Shiawassee County, Michigan *	2986.	Brandon charter township, Michigan	3028.	Grand Haven city, Michigan
2946.	Southfield city, Michigan *	2987.	Brighton township, Michigan	3029.	Grand Rapids charter township, Michigan
2947.	St. Clair County, Michigan *	2988.	Burton city, Michigan	3030.	Grandville city, Michigan
2948.	St. Clair Shores city, Michigan *	2989.	Byron township, Michigan		
2949.	St. Joseph County, Michigan *	2990.	Cadillac city, Michigan		
2950.	Sterling Heights city, Michigan *	2991.	Caledonia township, Michigan		
		2992.	Cannon township, Michigan		

3031. Green Oak township, Michigan	3071. Mount Morris township, Michigan	3112. Traverse City city, Michigan
3032. Grosse Ile township, Michigan	3072. Mount Pleasant city, Michigan	3113. Trenton city, Michigan
3033. Grosse Pointe Park city, Michigan	3073. Mundy township, Michigan	3114. Tyrone township, Michigan
3034. Grosse Pointe Woods city, Michigan	3074. Muskegon charter township, Michigan	3115. Union charter township, Michigan
3035. Hamburg township, Michigan	3075. Muskegon Heights city, Michigan	3116. Van Buren charter township, Michigan
3036. Hamtramck city, Michigan	3076. New Baltimore city, Michigan	3117. Vienna charter township, Michigan
3037. Harper Woods city, Michigan	3077. Niles city, Michigan	3118. Walker city, Michigan
3038. Harrison charter township, Michigan	3078. Niles township, Michigan	3119. Washington township, Michigan
3039. Hartland township, Michigan	3079. Northville township, Michigan	3120. Wayne city, Michigan
3040. Hazel Park city, Michigan	3080. Norton Shores city, Michigan	3121. Wixom city, Michigan
3041. Highland charter township, Michigan	3081. Oak Park city, Michigan	3122. Woodhaven city, Michigan
3042. Highland Park city, Michigan	3082. Oakland charter township, Michigan	3123. Wyandotte city, Michigan
3043. Holly township, Michigan	3083. Oceana County, Michigan	3124. Ypsilanti city, Michigan
3044. Huron charter township, Michigan	3084. Oceola township, Michigan	3125. Zeeland charter township, Michigan
3045. Inkster city, Michigan	3085. Ogemaw County, Michigan	3126. Andover city, Minnesota *
3046. Ionia city, Michigan	3086. Osceola County, Michigan	3127. Anoka County, Minnesota *
3047. Iosco County, Michigan	3087. Oshtemo charter township, Michigan	3128. Apple Valley city, Minnesota *
3048. Iron County, Michigan	3088. Otsego County, Michigan	3129. Becker County, Minnesota *
3049. Kalamazoo charter township, Michigan	3089. Owosso city, Michigan	3130. Beltrami County, Minnesota *
3050. Kalkaska County, Michigan	3090. Oxford charter township, Michigan	3131. Benton County, Minnesota *
3051. Lake County, Michigan	3091. Park township, Michigan	3132. Blaine city, Minnesota *
3052. Leelanau County, Michigan	3092. Plymouth charter township, Michigan	3133. Bloomington city, Minnesota *
3053. Lenox township, Michigan	3093. Port Huron charter township, Michigan	3134. Blue Earth County, Minnesota *
3054. Leoni township, Michigan	3094. Port Huron city, Michigan	3135. Brooklyn Center city, Minnesota *
3055. Lincoln charter township, Michigan	3095. Presque Isle County, Michigan	3136. Brooklyn Park city, Minnesota *
3056. Lyon charter township, Michigan	3096. Riverview city, Michigan	3137. Burnsville city, Minnesota *
3057. Mackinac County, Michigan	3097. Rochester city, Michigan	3138. Carlton County, Minnesota *
3058. Madison Heights city, Michigan	3098. Romulus city, Michigan	3139. Carver County, Minnesota *
3059. Manistee County, Michigan	3099. Roscommon County, Michigan	3140. Chisago County, Minnesota *
3060. Marion township, Michigan	3100. Sault Ste. Marie city, Michigan	3141. Clay County, Minnesota *
3061. Marquette city, Michigan	3101. Scio township, Michigan	3142. Coon Rapids city, Minnesota *
3062. Mason County, Michigan	3102. South Lyon city, Michigan	3143. Cottage Grove city, Minnesota *
3063. Melvindale city, Michigan	3103. Southfield township, Michigan	3144. Crow Wing County, Minnesota *
3064. Menominee County, Michigan	3104. Southgate city, Michigan	3145. Dakota County, Minnesota *
3065. Milford charter township, Michigan	3105. Spring Lake township, Michigan	3146. Douglas County, Minnesota *
3066. Missaukee County, Michigan	3106. Springfield charter township, Michigan	3147. Duluth city, Minnesota *
3067. Monitor charter township, Michigan	3107. Sturgis city, Michigan	3148. Eagan city, Minnesota *
3068. Monroe charter township, Michigan	3108. Summit township, Michigan	3149. Eden Prairie city, Minnesota *
3069. Monroe city, Michigan	3109. Superior charter township, Michigan	3150. Edina city, Minnesota *
3070. Mount Clemens city, Michigan	3110. Texas charter township, Michigan	3151. Freeborn County, Minnesota *
	3111. Thomas township, Michigan	3152. Goodhue County, Minnesota *
		3153. Hennepin County, Minnesota *

3154. Inver Grove Heights city, Minnesota *	3202. Buffalo city, Minnesota	3252. North Mankato city, Minnesota
3155. Isanti County, Minnesota *	3203. Cass County, Minnesota	3253. North St. Paul city, Minnesota
3156. Itasca County, Minnesota *	3204. Champlin city, Minnesota	3254. Northfield city, Minnesota
3157. Kandiyohi County, Minnesota *	3205. Chanhassen city, Minnesota	3255. Oakdale city, Minnesota
3158. Lakeville city, Minnesota *	3206. Chaska city, Minnesota	3256. Otsego city, Minnesota
3159. Mankato city, Minnesota *	3207. Chippewa County, Minnesota	3257. Owatonna city, Minnesota
3160. Maple Grove city, Minnesota *	3208. Cloquet city, Minnesota	3258. Pennington County, Minnesota
3161. Maplewood city, Minnesota *	3209. Columbia Heights city, Minnesota	3259. Pine County, Minnesota
3162. McLeod County, Minnesota *	3210. Cottonwood County, Minnesota	3260. Pope County, Minnesota
3163. Minneapolis city, Minnesota *	3211. Crystal city, Minnesota	3261. Prior Lake city, Minnesota
3164. Minnetonka city, Minnesota *	3212. Dodge County, Minnesota	3262. Ramsey city, Minnesota
3165. Moorhead city, Minnesota *	3213. East Bethel city, Minnesota	3263. Red Wing city, Minnesota
3166. Morrison County, Minnesota *	3214. Elk River city, Minnesota	3264. Redwood County, Minnesota
3167. Mower County, Minnesota *	3215. Fairmont city, Minnesota	3265. Renville County, Minnesota
3168. Nicollet County, Minnesota *	3216. Faribault city, Minnesota	3266. Robbinsdale city, Minnesota
3169. Olmsted County, Minnesota *	3217. Faribault County, Minnesota	3267. Rogers city, Minnesota
3170. Otter Tail County, Minnesota *	3218. Farmington city, Minnesota	3268. Roseau County, Minnesota
3171. Plymouth city, Minnesota *	3219. Fergus Falls city, Minnesota	3269. Rosemount city, Minnesota
3172. Polk County, Minnesota *	3220. Fillmore County, Minnesota	3270. Sartell city, Minnesota
3173. Ramsey County, Minnesota *	3221. Forest Lake city, Minnesota	3271. Sauk Rapids city, Minnesota
3174. Rice County, Minnesota *	3222. Fridley city, Minnesota	3272. Shoreview city, Minnesota
3175. Richfield city, Minnesota *	3223. Golden Valley city, Minnesota	3273. Sibley County, Minnesota
3176. Rochester city, Minnesota *	3224. Grand Rapids city, Minnesota	3274. South St. Paul city, Minnesota
3177. Roseville city, Minnesota *	3225. Ham Lake city, Minnesota	3275. St. Michael city, Minnesota
3178. Savage city, Minnesota *	3226. Hastings city, Minnesota	3276. St. Peter city, Minnesota
3179. Scott County, Minnesota *	3227. Hibbing city, Minnesota	3277. Stillwater city, Minnesota
3180. Shakopee city, Minnesota *	3228. Hopkins city, Minnesota	3278. Todd County, Minnesota
3181. Sherburne County, Minnesota *	3229. Houston County, Minnesota	3279. Vadnais Heights city, Minnesota
3182. St. Cloud city, Minnesota *	3230. Hubbard County, Minnesota	3280. Victoria city, Minnesota
3183. St. Louis County, Minnesota *	3231. Hugo city, Minnesota	3281. Wabasha County, Minnesota
3184. St. Louis Park city, Minnesota *	3232. Hutchinson city, Minnesota	3282. Waconia city, Minnesota
3185. St. Paul city, Minnesota *	3233. Kanabec County, Minnesota	3283. Wadena County, Minnesota
3186. Stearns County, Minnesota *	3234. Koochiching County, Minnesota	3284. Waseca County, Minnesota
3187. Steele County, Minnesota *	3235. Lake County, Minnesota	3285. Watonwan County, Minnesota
3188. Washington County, Minnesota *	3236. Le Sueur County, Minnesota	3286. West St. Paul city, Minnesota
3189. Winona County, Minnesota *	3237. Lino Lakes city, Minnesota	3287. White Bear Lake city, Minnesota
3190. Woodbury city, Minnesota *	3238. Little Canada city, Minnesota	3288. White Bear township, Minnesota
3191. Wright County, Minnesota *	3239. Lyon County, Minnesota	3289. Willmar city, Minnesota
3192. Aitkin County, Minnesota	3240. Marshall city, Minnesota	3290. Winona city, Minnesota
3193. Albert Lea city, Minnesota	3241. Martin County, Minnesota	3291. Worthington city, Minnesota
3194. Alexandria city, Minnesota	3242. Meeker County, Minnesota	3292. Adams County, Mississippi *
3195. Anoka city, Minnesota	3243. Mendota Heights city, Minnesota	3293. Alcorn County, Mississippi *
3196. Arden Hills city, Minnesota	3244. Mille Lacs County, Minnesota	3294. Biloxi city, Mississippi *
3197. Austin city, Minnesota	3245. Monticello city, Minnesota	3295. Bolivar County, Mississippi *
3198. Bemidji city, Minnesota	3246. Mounds View city, Minnesota	3296. DeSoto County, Mississippi *
3199. Big Lake city, Minnesota	3247. New Brighton city, Minnesota	3297. Forrest County, Mississippi *
3200. Brainerd city, Minnesota	3248. New Hope city, Minnesota	3298. Gulfport city, Mississippi *
3201. Brown County, Minnesota	3249. New Ulm city, Minnesota	3299. Hancock County, Mississippi *
	3250. Nobles County, Minnesota	3300. Harrison County, Mississippi *
	3251. North Branch city, Minnesota	

3301.	Hattiesburg city, Mississippi *	3345.	Covington County, Mississippi	3395.	Wayne County, Mississippi
3302.	Hinds County, Mississippi *	3346.	D'Iberville city, Mississippi	3396.	West Point city, Mississippi
3303.	Jackson city, Mississippi *	3347.	Gautier city, Mississippi	3397.	Winston County, Mississippi
3304.	Jackson County, Mississippi *	3348.	George County, Mississippi	3398.	Yalobusha County, Mississippi
3305.	Jones County, Mississippi *	3349.	Greene County, Mississippi	3399.	Yazoo City city, Mississippi
3306.	Lafayette County, Mississippi *	3350.	Greenville city, Mississippi	3400.	Yazoo County, Mississippi
3307.	Lamar County, Mississippi *	3351.	Greenwood city, Mississippi	3401.	Ballwin city, Missouri *
3308.	Lauderdale County, Mississippi *	3352.	Grenada city, Mississippi	3402.	Barry County, Missouri *
3309.	Lee County, Mississippi *	3353.	Grenada County, Mississippi	3403.	Blue Springs city, Missouri *
3310.	Lincoln County, Mississippi *	3354.	Hernando city, Mississippi	3404.	Boone County, Missouri *
3311.	Lowndes County, Mississippi *	3355.	Holmes County, Mississippi	3405.	Buchanan County, Missouri *
3312.	Madison County, Mississippi *	3356.	Horn Lake city, Mississippi	3406.	Butler County, Missouri *
3313.	Marshall County, Mississippi *	3357.	Itawamba County, Mississippi	3407.	Callaway County, Missouri *
3314.	Meridian city, Mississippi *	3358.	Jasper County, Mississippi	3408.	Camden County, Missouri *
3315.	Monroe County, Mississippi *	3359.	Jefferson Davis County, Mississippi	3409.	Cape Girardeau city, Missouri *
3316.	Oktibbeha County, Mississippi *	3360.	Laurel city, Mississippi	3410.	Cape Girardeau County, Missouri *
3317.	Olive Branch city, Mississippi *	3361.	Lawrence County, Mississippi	3411.	Cass County, Missouri *
3318.	Panola County, Mississippi *	3362.	Leake County, Mississippi	3412.	Chesterfield city, Missouri *
3319.	Pearl River County, Mississippi *	3363.	Leflore County, Mississippi	3413.	Christian County, Missouri *
3320.	Pike County, Mississippi *	3364.	Long Beach city, Mississippi	3414.	Clay County, Missouri *
3321.	Pontotoc County, Mississippi *	3365.	Madison city, Mississippi	3415.	Cole County, Missouri *
3322.	Rankin County, Mississippi *	3366.	Marion County, Mississippi	3416.	Columbia city, Missouri *
3323.	Southaven city, Mississippi *	3367.	McComb city, Mississippi	3417.	Florissant city, Missouri *
3324.	Tupelo city, Mississippi *	3368.	Moss Point city, Mississippi	3418.	Franklin County, Missouri *
3325.	Warren County, Mississippi *	3369.	Natchez city, Mississippi	3419.	Greene County, Missouri *
3326.	Washington County, Mississippi *	3370.	Neshoba County, Mississippi	3420.	Howell County, Missouri *
3327.	Amite County, Mississippi	3371.	Newton County, Mississippi	3421.	Independence city, Missouri *
3328.	Attala County, Mississippi	3372.	Noxubee County, Mississippi	3422.	Jackson County, Missouri *
3329.	Bay St. Louis city, Mississippi	3373.	Ocean Springs city, Mississippi	3423.	Jasper County, Missouri *
3330.	Brandon city, Mississippi	3374.	Oxford city, Mississippi	3424.	Jefferson City city, Missouri *
3331.	Brookhaven city, Mississippi	3375.	Pascagoula city, Mississippi	3425.	Jefferson County, Missouri *
3332.	Byram city, Mississippi	3376.	Pearl city, Mississippi	3426.	Johnson County, Missouri *
3333.	Calhoun County, Mississippi	3377.	Perry County, Mississippi	3427.	Joplin city, Missouri *
3334.	Canton city, Mississippi	3378.	Petal city, Mississippi	3428.	Kansas City city, Missouri *
3335.	Chickasaw County, Mississippi	3379.	Picayune city, Mississippi	3429.	Laclede County, Missouri *
3336.	Clarke County, Mississippi	3380.	Prentiss County, Mississippi	3430.	Lafayette County, Missouri *
3337.	Clarksdale city, Mississippi	3381.	Ridgeland city, Mississippi	3431.	Lawrence County, Missouri *
3338.	Clay County, Mississippi	3382.	Scott County, Mississippi	3432.	Lee's Summit city, Missouri *
3339.	Cleveland city, Mississippi	3383.	Simpson County, Mississippi	3433.	Liberty city, Missouri *
3340.	Clinton city, Mississippi	3384.	Smith County, Mississippi	3434.	Lincoln County, Missouri *
3341.	Coahoma County, Mississippi	3385.	Starkville city, Mississippi	3435.	Newton County, Missouri *
3342.	Columbus city, Mississippi	3386.	Stone County, Mississippi	3436.	O'Fallon city, Missouri *
3343.	Copiah County, Mississippi	3387.	Sunflower County, Mississippi	3437.	Pettis County, Missouri *
3344.	Corinth city, Mississippi	3388.	Tallahatchie County, Mississippi	3438.	Phelps County, Missouri *
		3389.	Tate County, Mississippi	3439.	Platte County, Missouri *
		3390.	Tippah County, Mississippi	3440.	Polk County, Missouri *
		3391.	Tishomingo County, Mississippi	3441.	Pulaski County, Missouri *
		3392.	Union County, Mississippi	3442.	Scott County, Missouri *
		3393.	Vicksburg city, Mississippi	3443.	Springfield city, Missouri *
		3394.	Walthall County, Mississippi	3444.	St. Charles city, Missouri *
				3445.	St. Charles County, Missouri *

3446. St. Francois County, Missouri *	3496. Harrisonville city, Missouri	3549. Saline County, Missouri
3447. St. Joseph city, Missouri *	3497. Hazelwood city, Missouri	3550. Sedalia city, Missouri
3448. St. Louis city, Missouri *	3498. Henry County, Missouri	3551. Sikeston city, Missouri
3449. St. Louis County, Missouri *	3499. Howard County, Missouri	3552. Smithville city, Missouri
3450. St. Peters city, Missouri *	3500. Independence township, Missouri	3553. St. Ann city, Missouri
3451. Stone County, Missouri *	3501. Iron County, Missouri	3554. Ste. Genevieve County, Missouri
3452. Taney County, Missouri *	3502. Jackson city, Missouri	3555. Stoddard County, Missouri
3453. University City city, Missouri *	3503. Jennings city, Missouri	3556. Texas County, Missouri
3454. Warren County, Missouri *	3504. Kearney city, Missouri	3557. Town and Country city, Missouri
3455. Webster County, Missouri *	3505. Kennett city, Missouri	3558. Troy city, Missouri
3456. Wentzville city, Missouri *	3506. Kirksville city, Missouri	3559. Union city, Missouri
3457. Wildwood city, Missouri *	3507. Kirkwood city, Missouri	3560. Vernon County, Missouri
3458. Adair County, Missouri	3508. Lake St. Louis city, Missouri	3561. Warrensburg city, Missouri
3459. Andrew County, Missouri	3509. Lebanon city, Missouri	3562. Washington city, Missouri
3460. Arnold city, Missouri	3510. Liberty township, Missouri	3563. Washington County, Missouri
3461. Audrain County, Missouri	3511. Linn County, Missouri	3564. Wayne County, Missouri
3462. Barton County, Missouri	3512. Livingston County, Missouri	3565. Webb City city, Missouri
3463. Bates County, Missouri	3513. Macon County, Missouri	3566. Webster Groves city, Missouri
3464. Bellefontaine Neighbors city, Missouri	3514. Madison County, Missouri	3567. West Plains city, Missouri
3465. Belton city, Missouri	3515. Manchester city, Missouri	3568. Wright County, Missouri
3466. Benton County, Missouri	3516. Marion County, Missouri	3569. Billings city, Montana *
3467. Bolivar city, Missouri	3517. Marshall city, Missouri	3570. Bozeman city, Montana *
3468. Bollinger County, Missouri	3518. Maryland Heights city, Missouri	3571. Butte-Silver Bow, Montana *
3469. Branson city, Missouri	3519. Maryville city, Missouri	3572. Cascade County, Montana *
3470. Bridgeton city, Missouri	3520. McDonald County, Missouri	3573. Flathead County, Montana *
3471. Carthage city, Missouri	3521. Mexico city, Missouri	3574. Gallatin County, Montana *
3472. Cedar County, Missouri	3522. Miller County, Missouri	3575. Great Falls city, Montana *
3473. Clayton city, Missouri	3523. Mississippi County, Missouri	3576. Helena city, Montana *
3474. Clinton County, Missouri	3524. Moberly city, Missouri	3577. Lake County, Montana *
3475. Cooper County, Missouri	3525. Moniteau County, Missouri	3578. Lewis and Clark County, Montana *
3476. Crawford County, Missouri	3526. Montgomery County, Missouri	3579. Missoula city, Montana *
3477. Crestwood city, Missouri	3527. Morgan County, Missouri	3580. Missoula County, Montana *
3478. Creve Coeur city, Missouri	3528. Neosho city, Missouri	3581. Ravalli County, Montana *
3479. Dallas County, Missouri	3529. New Madrid County, Missouri	3582. Yellowstone County, Montana *
3480. Dardenne Prairie city, Missouri	3530. Nixa city, Missouri	
3481. DeKalb County, Missouri	3531. Nodaway County, Missouri	3583. Big Horn County, Montana
3482. Dent County, Missouri	3532. Oregon County, Missouri	3584. Carbon County, Montana
3483. Douglas County, Missouri	3533. Osage County, Missouri	3585. Custer County, Montana
3484. Dunklin County, Missouri	3534. Overland city, Missouri	3586. Fergus County, Montana
3485. Eureka city, Missouri	3535. Ozark city, Missouri	3587. Glacier County, Montana
3486. Excelsior Springs city, Missouri	3536. Pemiscot County, Missouri	3588. Hill County, Montana
3487. Farmington city, Missouri	3537. Perry County, Missouri	3589. Jefferson County, Montana
3488. Ferguson city, Missouri	3538. Pike County, Missouri	3590. Kalispell city, Montana
3489. Festus city, Missouri	3539. Polk township, Missouri	3591. Lincoln County, Montana
3490. Fulton city, Missouri	3540. Poplar Bluff city, Missouri	3592. Park County, Montana
3491. Gasconade County, Missouri	3541. Ralls County, Missouri	3593. Richland County, Montana
3492. Gladstone city, Missouri	3542. Randolph County, Missouri	3594. Roosevelt County, Montana
3493. Grain Valley city, Missouri	3543. Ray County, Missouri	3595. Sanders County, Montana
3494. Grandview city, Missouri	3544. Raymore city, Missouri	3596. Adams County, Nebraska *
3495. Hannibal city, Missouri	3545. Raytown city, Missouri	3597. Bellevue city, Nebraska *
	3546. Republic city, Missouri	3598. Buffalo County, Nebraska *
	3547. Ripley County, Missouri	3599. Dodge County, Nebraska *
	3548. Rolla city, Missouri	

3600.	Douglas County, Nebraska *	3652.	Elko city, Nevada	3684.	Keene city, New Hampshire
3601.	Grand Island city, Nebraska *	3653.	Fernley city, Nevada	3685.	Laconia city, New Hampshire
3602.	Hall County, Nebraska *	3654.	Humboldt County, Nevada	3686.	Lebanon city, New Hampshire
3603.	Kearney city, Nebraska *	3655.	Mesquite city, Nevada	3687.	Londonderry town, New Hampshire
3604.	Lancaster County, Nebraska *	3656.	Belknap County, New Hampshire *	3688.	Merrimack town, New Hampshire
3605.	Lincoln city, Nebraska *	3657.	Carroll County, New Hampshire *	3689.	Milford town, New Hampshire
3606.	Lincoln County, Nebraska *	3658.	Cheshire County, New Hampshire *	3690.	Pelham town, New Hampshire
3607.	Madison County, Nebraska *	3659.	Concord city, New Hampshire *	3691.	Portsmouth city, New Hampshire
3608.	Omaha city, Nebraska *	3660.	Coos County, New Hampshire *	3692.	Raymond town, New Hampshire
3609.	Platte County, Nebraska *	3661.	Derry town, New Hampshire *	3693.	Salem town, New Hampshire
3610.	Sarpy County, Nebraska *	3662.	Dover city, New Hampshire *	3694.	Somersworth city, New Hampshire
3611.	Scotts Bluff County, Nebraska *	3663.	Grafton County, New Hampshire *	3695.	Windham town, New Hampshire
3612.	Beatrice city, Nebraska	3664.	Hillsborough County, New Hampshire *	3696.	Atlantic City city, New Jersey *
3613.	Box Butte County, Nebraska	3665.	Manchester city, New Hampshire *	3697.	Atlantic County, New Jersey *
3614.	Cass County, Nebraska	3666.	Merrimack County, New Hampshire *	3698.	Bayonne city, New Jersey *
3615.	Colfax County, Nebraska	3667.	Nashua city, New Hampshire *	3699.	Belleville township, New Jersey *
3616.	Columbus city, Nebraska	3668.	Rochester city, New Hampshire *	3700.	Bergen County, New Jersey *
3617.	Custer County, Nebraska	3669.	Rockingham County, New Hampshire *	3701.	Berkeley township, New Jersey *
3618.	Dakota County, Nebraska	3670.	Strafford County, New Hampshire *	3702.	Bloomfield township, New Jersey *
3619.	Dawson County, Nebraska	3671.	Sullivan County, New Hampshire *	3703.	Brick township, New Jersey *
3620.	Fremont city, Nebraska	3672.	Amherst town, New Hampshire	3704.	Bridgewater township, New Jersey *
3621.	Gage County, Nebraska	3673.	Bedford town, New Hampshire	3705.	Burlington County, New Jersey *
3622.	Hastings city, Nebraska	3674.	Berlin city, New Hampshire	3706.	Camden city, New Jersey *
3623.	Holt County, Nebraska	3675.	Claremont city, New Hampshire	3707.	Camden County, New Jersey *
3624.	La Vista city, Nebraska	3676.	Conway town, New Hampshire	3708.	Cape May County, New Jersey *
3625.	Lexington city, Nebraska	3677.	Durham town, New Hampshire	3709.	Cherry Hill township, New Jersey *
3626.	Norfolk city, Nebraska	3678.	Exeter town, New Hampshire	3710.	City of Orange township, New Jersey *
3627.	North Platte city, Nebraska	3679.	Goffstown town, New Hampshire	3711.	Clifton city, New Jersey *
3628.	Otoe County, Nebraska	3680.	Hampton town, New Hampshire	3712.	Cumberland County, New Jersey *
3629.	Papillion city, Nebraska	3681.	Hanover town, New Hampshire	3713.	Deptford township, New Jersey *
3630.	Red Willow County, Nebraska	3682.	Hooksett town, New Hampshire	3714.	East Brunswick township, New Jersey *
3631.	Saline County, Nebraska	3683.	Hudson town, New Hampshire	3715.	East Orange city, New Jersey *
3632.	Saunders County, Nebraska			3716.	Edison township, New Jersey *
3633.	Scottsbluff city, Nebraska			3717.	Egg Harbor township, New Jersey *
3634.	Seward County, Nebraska				
3635.	South Sioux City city, Nebraska				
3636.	Washington County, Nebraska				
3637.	York County, Nebraska				
3638.	Carson City, Nevada *				
3639.	Clark County, Nevada *				
3640.	Douglas County, Nevada *				
3641.	Elko County, Nevada *				
3642.	Henderson city, Nevada *				
3643.	Las Vegas city, Nevada *				
3644.	Lyon County, Nevada *				
3645.	North Las Vegas city, Nevada *				
3646.	Nye County, Nevada *				
3647.	Reno city, Nevada *				
3648.	Sparks city, Nevada *				
3649.	Washoe County, Nevada *				
3650.	Boulder City city, Nevada				
3651.	Churchill County, Nevada				

3718. Elizabeth city, New Jersey *	3751. Middletown township, New Jersey *	3786. Washington township, New Jersey *
3719. Essex County, New Jersey *	3752. Monmouth County, New Jersey *	3787. Wayne township, New Jersey *
3720. Evesham township, New Jersey *	3753. Monroe township, New Jersey *	3788. West New York town, New Jersey *
3721. Ewing township, New Jersey *	3754. Monroe township, New Jersey *	3789. West Orange township, New Jersey *
3722. Fair Lawn borough, New Jersey *	3755. Montclair township, New Jersey *	3790. Willingboro township, New Jersey *
3723. Fort Lee borough, New Jersey *	3756. Morris County, New Jersey *	3791. Winslow township, New Jersey *
3724. Franklin township, New Jersey *	3757. Mount Laurel township, New Jersey *	3792. Woodbridge township, New Jersey *
3725. Freehold township, New Jersey *	3758. New Brunswick city, New Jersey *	3793. Aberdeen township, New Jersey
3726. Galloway township, New Jersey *	3759. Newark city, New Jersey *	3794. Asbury Park city, New Jersey
3727. Garfield city, New Jersey *	3760. North Bergen township, New Jersey *	3795. Barnegat township, New Jersey
3728. Gloucester County, New Jersey *	3761. North Brunswick township, New Jersey *	3796. Beachwood borough, New Jersey
3729. Gloucester township, New Jersey *	3762. Ocean County, New Jersey *	3797. Bellmawr borough, New Jersey
3730. Hackensack city, New Jersey *	3763. Old Bridge township, New Jersey *	3798. Bergenfield borough, New Jersey
3731. Hamilton township, New Jersey *	3764. Parsippany-Troy Hills township, New Jersey *	3799. Berkeley Heights township, New Jersey
3732. Hillsborough township, New Jersey *	3765. Passaic city, New Jersey *	3800. Bernards township, New Jersey
3733. Hoboken city, New Jersey *	3766. Passaic County, New Jersey *	3801. Bordentown township, New Jersey
3734. Howell township, New Jersey *	3767. Paterson city, New Jersey *	3802. Bound Brook borough, New Jersey
3735. Hudson County, New Jersey *	3768. Pennsauken township, New Jersey *	3803. Branchburg township, New Jersey
3736. Hunterdon County, New Jersey *	3769. Perth Amboy city, New Jersey *	3804. Bridgeton city, New Jersey
3737. Irvington township, New Jersey *	3770. Piscataway township, New Jersey *	3805. Burlington township, New Jersey
3738. Jackson township, New Jersey *	3771. Plainfield city, New Jersey *	3806. Carteret borough, New Jersey
3739. Jersey City city, New Jersey *	3772. Princeton, New Jersey *	3807. Cedar Grove township, New Jersey
3740. Kearny town, New Jersey *	3773. Salem County, New Jersey *	3808. Chatham township, New Jersey
3741. Lakewood township, New Jersey *	3774. Sayreville borough, New Jersey *	3809. Cinnaminson township, New Jersey
3742. Lawrence township, New Jersey *	3775. Somerset County, New Jersey *	3810. Clark township, New Jersey
3743. Linden city, New Jersey *	3776. South Brunswick township, New Jersey *	3811. Cliffside Park borough, New Jersey
3744. Livingston township, New Jersey *	3777. Sussex County, New Jersey *	3812. Clinton township, New Jersey
3745. Long Branch city, New Jersey *	3778. Teaneck township, New Jersey *	3813. Collingswood borough, New Jersey
3746. Manalapan township, New Jersey *	3779. Toms River township, New Jersey *	3814. Cranford township, New Jersey
3747. Manchester township, New Jersey *	3780. Trenton city, New Jersey *	3815. Delran township, New Jersey
3748. Marlboro township, New Jersey *	3781. Union City city, New Jersey *	
3749. Mercer County, New Jersey *	3782. Union County, New Jersey *	
3750. Middlesex County, New Jersey *	3783. Union township, New Jersey *	
	3784. Vineland city, New Jersey *	
	3785. Warren County, New Jersey *	

3816.	Denville township, New Jersey	3850.	Hopatcong borough, New Jersey	3883.	New Milford borough, New Jersey
3817.	Dover town, New Jersey	3851.	Hopewell township, New Jersey	3884.	New Providence borough, New Jersey
3818.	Dumont borough, New Jersey	3852.	Jefferson township, New Jersey	3885.	North Arlington borough, New Jersey
3819.	East Greenwich township, New Jersey	3853.	Lacey township, New Jersey	3886.	North Plainfield borough, New Jersey
3820.	East Hanover township, New Jersey	3854.	Lincoln Park borough, New Jersey	3887.	Nutley township, New Jersey
3821.	East Windsor township, New Jersey	3855.	Lindenwold borough, New Jersey	3888.	Oakland borough, New Jersey
3822.	Eatontown borough, New Jersey	3856.	Little Egg Harbor township, New Jersey	3889.	Ocean City city, New Jersey
3823.	Edgewater borough, New Jersey	3857.	Little Falls township, New Jersey	3890.	Ocean township, New Jersey
3824.	Elmwood Park borough, New Jersey	3858.	Little Ferry borough, New Jersey	3891.	Palisades Park borough, New Jersey
3825.	Englewood city, New Jersey	3859.	Lodi borough, New Jersey	3892.	Paramus borough, New Jersey
3826.	Fairview borough, New Jersey	3860.	Lower township, New Jersey	3893.	Pemberton township, New Jersey
3827.	Florence township, New Jersey	3861.	Lumberton township, New Jersey	3894.	Pennsville township, New Jersey
3828.	Florham Park borough, New Jersey	3862.	Lyndhurst township, New Jersey	3895.	Pequannock township, New Jersey
3829.	Franklin Lakes borough, New Jersey	3863.	Madison borough, New Jersey	3896.	Phillipsburg town, New Jersey
3830.	Franklin township, New Jersey	3864.	Mahwah township, New Jersey	3897.	Pine Hill borough, New Jersey
3831.	Freehold borough, New Jersey	3865.	Mantua township, New Jersey	3898.	Plainsboro township, New Jersey
3832.	Glassboro borough, New Jersey	3866.	Manville borough, New Jersey	3899.	Pleasantville city, New Jersey
3833.	Glen Rock borough, New Jersey	3867.	Maple Shade township, New Jersey	3900.	Point Pleasant borough, New Jersey
3834.	Gloucester City city, New Jersey	3868.	Maplewood township, New Jersey	3901.	Pompton Lakes borough, New Jersey
3835.	Guttenberg town, New Jersey	3869.	Medford township, New Jersey	3902.	Rahway city, New Jersey
3836.	Haddon township, New Jersey	3870.	Metuchen borough, New Jersey	3903.	Ramsey borough, New Jersey
3837.	Haddonfield borough, New Jersey	3871.	Middle township, New Jersey	3904.	Randolph township, New Jersey
3838.	Hamilton township, New Jersey	3872.	Middlesex borough, New Jersey	3905.	Raritan township, New Jersey
3839.	Hammonton town, New Jersey	3873.	Millburn township, New Jersey	3906.	Readington township, New Jersey
3840.	Hanover township, New Jersey	3874.	Millstone township, New Jersey	3907.	Red Bank borough, New Jersey
3841.	Harrison town, New Jersey	3875.	Millville city, New Jersey	3908.	Ridgefield borough, New Jersey
3842.	Harrison township, New Jersey	3876.	Montgomery township, New Jersey	3909.	Ridgefield Park village, New Jersey
3843.	Hasbrouck Heights borough, New Jersey	3877.	Montville township, New Jersey	3910.	Ridgewood village, New Jersey
3844.	Hawthorne borough, New Jersey	3878.	Moorestown township, New Jersey	3911.	Ringwood borough, New Jersey
3845.	Hazlet township, New Jersey	3879.	Morris township, New Jersey	3912.	River Edge borough, New Jersey
3846.	Highland Park borough, New Jersey	3880.	Morristown town, New Jersey	3913.	Robbinsville township, New Jersey
3847.	Hillsdale borough, New Jersey	3881.	Mount Olive township, New Jersey	3914.	Rockaway township, New Jersey
3848.	Hillside township, New Jersey	3882.	Neptune township, New Jersey	3915.	Roselle borough, New Jersey
3849.	Holmdel township, New Jersey				

3916. Roselle Park borough, New Jersey	3949. West Deptford township, New Jersey	3983. Cibola County, New Mexico
3917. Roxbury township, New Jersey	3950. West Milford township, New Jersey	3984. Colfax County, New Mexico
3918. Rutherford borough, New Jersey	3951. West Windsor township, New Jersey	3985. Deming city, New Mexico
3919. Saddle Brook township, New Jersey	3952. Westfield town, New Jersey	3986. Española city, New Mexico
3920. Scotch Plains township, New Jersey	3953. Westwood borough, New Jersey	3987. Gallup city, New Mexico
3921. Secaucus town, New Jersey	3954. Woodland Park borough, New Jersey	3988. Grant County, New Mexico
3922. Somers Point city, New Jersey	3955. Woolwich township, New Jersey	3989. Las Vegas city, New Mexico
3923. Somerville borough, New Jersey	3956. Wyckoff township, New Jersey	3990. Lincoln County, New Mexico
3924. South Orange Village township, New Jersey	3957. Alamogordo city, New Mexico *	3991. Los Alamos County, New Mexico
3925. South Plainfield borough, New Jersey	3958. Albuquerque city, New Mexico *	3992. Los Lunas village, New Mexico
3926. South River borough, New Jersey	3959. Bernalillo County, New Mexico *	3993. Lovington city, New Mexico
3927. Southampton township, New Jersey	3960. Chaves County, New Mexico *	3994. Luna County, New Mexico
3928. Sparta township, New Jersey	3961. Clovis city, New Mexico *	3995. Portales city, New Mexico
3929. Springfield township, New Jersey	3962. Curry County, New Mexico *	3996. Roosevelt County, New Mexico
3930. Stafford township, New Jersey	3963. Doña Ana County, New Mexico *	3997. San Miguel County, New Mexico
3931. Summit city, New Jersey	3964. Eddy County, New Mexico *	3998. Sierra County, New Mexico
3932. Tenafly borough, New Jersey	3965. Farmington city, New Mexico *	3999. Socorro County, New Mexico
3933. Tinton Falls borough, New Jersey	3966. Hobbs city, New Mexico *	4000. Sunland Park city, New Mexico
3934. Totowa borough, New Jersey	3967. Las Cruces city, New Mexico *	4001. Torrance County, New Mexico
3935. Upper township, New Jersey	3968. Lea County, New Mexico *	4002. Albany city, New York *
3936. Vernon township, New Jersey	3969. McKinley County, New Mexico *	4003. Albany County, New York *
3937. Verona township, New Jersey	3970. Otero County, New Mexico *	4004. Allegany County, New York *
3938. Voorhees township, New Jersey	3971. Rio Arriba County, New Mexico *	4005. Amherst town, New York *
3939. Waldwick borough, New Jersey	3972. Rio Rancho city, New Mexico *	4006. Babylon town, New York *
3940. Wall township, New Jersey	3973. Roswell city, New Mexico *	4007. Bethlehem town, New York *
3941. Wallington borough, New Jersey	3974. San Juan County, New Mexico *	4008. Binghamton city, New York *
3942. Wanaque borough, New Jersey	3975. Sandoval County, New Mexico *	4009. Brighton town, New York *
3943. Wantage township, New Jersey	3976. Santa Fe city, New Mexico *	4010. Brookhaven town, New York *
3944. Warren township, New Jersey	3977. Santa Fe County, New Mexico *	4011. Broome County, New York *
3945. Washington township, New Jersey	3978. Taos County, New Mexico *	4012. Buffalo city, New York *
3946. Waterford township, New Jersey	3979. Valencia County, New Mexico *	4013. Carmel town, New York *
3947. Weehawken township, New Jersey	3980. Artesia city, New Mexico	4014. Cattaraugus County, New York *
3948. West Caldwell township, New Jersey	3981. Bernalillo town, New Mexico	4015. Cayuga County, New York *
	3982. Carlsbad city, New Mexico	4016. Chautauqua County, New York *
		4017. Cheektowaga town, New York *
		4018. Chemung County, New York *
		4019. Chenango County, New York *
		4020. Cicero town, New York *
		4021. Clarence town, New York *
		4022. Clarkstown town, New York *
		4023. Clay town, New York *
		4024. Clifton Park town, New York *

4025. Clinton County, New York *	4068. Niagara Falls city, New York *	4109. Tonawanda town, New York *
4026. Colonie town, New York *		4110. Troy city, New York *
4027. Columbia County, New York *	4069. North Hempstead town, New York *	4111. Ulster County, New York *
4028. Cortland County, New York *	4070. North Tonawanda city, New York *	4112. Union town, New York *
4029. Cortlandt town, New York *	4071. Oneida County, New York *	4113. Utica city, New York *
4030. Delaware County, New York *	4072. Onondaga County, New York *	4114. Valley Stream village, New York *
4031. Dutchess County, New York *		4115. Warren County, New York *
4032. Eastchester town, New York *	4073. Ontario County, New York *	4116. Warwick town, New York *
4033. Erie County, New York *	4074. Orange County, New York *	4117. Washington County, New York *
4034. Essex County, New York *	4075. Orangetown town, New York *	4118. Wayne County, New York *
4035. Franklin County, New York *		4119. Webster town, New York *
4036. Freeport village, New York *	4076. Orleans County, New York *	4120. West Seneca town, New York *
4037. Fulton County, New York *	4077. Ossining town, New York *	
4038. Genesee County, New York *	4078. Oswego County, New York *	4121. Westchester County, New York *
4039. Greece town, New York *	4079. Otsego County, New York *	
4040. Greenburgh town, New York *	4080. Oyster Bay town, New York *	4122. White Plains city, New York *
4041. Greene County, New York *	4081. Penfield town, New York *	4123. Wyoming County, New York *
4042. Guilderland town, New York *	4082. Perinton town, New York *	
4043. Hamburg town, New York *	4083. Poughkeepsie city, New York *	4124. Yonkers city, New York *
4044. Haverstraw town, New York *	4084. Poughkeepsie town, New York *	4125. Yorktown town, New York *
4045. Hempstead town, New York *		4126. Amsterdam city, New York
4046. Hempstead village, New York *	4085. Putnam County, New York *	4127. Arcadia town, New York
4047. Henrietta town, New York *	4086. Ramapo town, New York *	4128. Auburn city, New York
4048. Herkimer County, New York *	4087. Rensselaer County, New York *	4129. Aurora town, New York
4049. Huntington town, New York *		4130. Babylon village, New York
4050. Irondequoit town, New York *	4088. Riverhead town, New York *	4131. Ballston town, New York
4051. Islip town, New York *	4089. Rochester city, New York *	4132. Batavia city, New York
4052. Ithaca city, New York *	4090. Rockland County, New York *	4133. Bath town, New York
4053. Jefferson County, New York *	4091. Rome city, New York *	4134. Beacon city, New York
4054. Lancaster town, New York *	4092. Rye town, New York *	4135. Bedford town, New York
4055. Livingston County, New York *	4093. Salina town, New York *	4136. Beekman town, New York
	4094. Saratoga County, New York *	4137. Blooming Grove town, New York
4056. Long Beach city, New York *	4095. Schenectady city, New York *	
4057. Madison County, New York *	4096. Schenectady County, New York *	4138. Brunswick town, New York
4058. Manlius town, New York *		4139. Camillus town, New York
4059. Monroe County, New York *	4097. Schoharie County, New York *	4140. Canandaigua city, New York
4060. Montgomery County, New York *		4141. Canandaigua town, New York
	4098. Seneca County, New York *	4142. Canton town, New York
4061. Mount Pleasant town, New York *	4099. Smithtown town, New York *	4143. Catskill town, New York
4062. Mount Vernon city, New York *	4100. Southampton town, New York *	4144. Chenango town, New York
		4145. Chester town, New York
4063. Nassau County, New York *	4101. Spring Valley village, New York *	4146. Chili town, New York
4064. New Rochelle city, New York *	4102. St. Lawrence County, New York *	4147. Cohoes city, New York
		4148. Corning city, New York
4065. New York city / Bronx County / Kings County / New York County / Queens County / Richmond County, New York *	4103. Steuben County, New York *	4149. Cornwall town, New York
	4104. Suffolk County, New York *	4150. Cortland city, New York
4066. Newburgh town, New York *	4105. Sullivan County, New York *	4151. De Witt town, New York
4067. Niagara County, New York *	4106. Syracuse city, New York *	4152. Depew village, New York
	4107. Tioga County, New York *	4153. Dobbs Ferry village, New York
	4108. Tompkins County, New York *	4154. Dryden town, New York
		4155. Dunkirk city, New York
		4156. East Fishkill town, New York

4157.	East Greenbush town, New York	4207.	Lindenhurst village, New York	4255.	Plattsburgh city, New York
4158.	East Hampton town, New York	4208.	Lloyd town, New York	4256.	Plattsburgh town, New York
4159.	Elma town, New York	4209.	Lockport city, New York	4257.	Pomfret town, New York
4160.	Elmira city, New York	4210.	Lockport town, New York	4258.	Port Chester village, New York
4161.	Endicott village, New York	4211.	Lynbrook village, New York	4259.	Potsdam town, New York
4162.	Evans town, New York	4212.	Lysander town, New York	4260.	Putnam Valley town, New York
4163.	Fallsburg town, New York	4213.	Malone town, New York	4261.	Queensbury town, New York
4164.	Farmington town, New York	4214.	Malta town, New York	4262.	Red Hook town, New York
4165.	Fishkill town, New York	4215.	Mamakating town, New York	4263.	Rockville Centre village, New York
4166.	Floral Park village, New York	4216.	Mamaroneck town, New York	4264.	Rotterdam town, New York
4167.	Fredonia village, New York	4217.	Mamaroneck village, New York	4265.	Rye city, New York
4168.	Fulton city, New York	4218.	Massapequa Park village, New York	4266.	Saratoga Springs city, New York
4169.	Garden City village, New York	4219.	Massena town, New York	4267.	Saugerties town, New York
4170.	Gates town, New York	4220.	Massena village, New York	4268.	Scarsdale village / Scarsdale town, New York
4171.	Geddes town, New York	4221.	Middletown city, New York	4269.	Schodack town, New York
4172.	Geneseo town, New York	4222.	Milton town, New York	4270.	Schuyler County, New York
4173.	Geneva city, New York	4223.	Mineola village, New York	4271.	Shawangunk town, New York
4174.	German Flatts town, New York	4224.	Monroe town, New York	4272.	Sleepy Hollow village, New York
4175.	Glen Cove city, New York	4225.	Montgomery town, New York	4273.	Somers town, New York
4176.	Glens Falls city, New York	4226.	Moreau town, New York	4274.	Southeast town, New York
4177.	Glenville town, New York	4227.	Mount Kisco village / Mount Kisco town, New York	4275.	Southold town, New York
4178.	Gloversville city, New York	4228.	New Castle town, New York	4276.	Stony Point town, New York
4179.	Goshen town, New York	4229.	New Hartford town, New York	4277.	Suffern village, New York
4180.	Grand Island town, New York	4230.	New Paltz town, New York	4278.	Sullivan town, New York
4181.	Great Neck village, New York	4231.	New Windsor town, New York	4279.	Sweden town, New York
4182.	Halfmoon town, New York	4232.	Newburgh city, New York	4280.	Tarrytown village, New York
4183.	Harrison town, New York	4233.	Niskayuna town, New York	4281.	Thompson town, New York
4184.	Harrison village, New York	4234.	North Castle town, New York	4282.	Tonawanda city, New York
4185.	Haverstraw village, New York	4235.	North Greenbush town, New York	4283.	Ulster town, New York
4186.	Highlands town, New York	4236.	Ogden town, New York	4284.	Van Buren town, New York
4187.	Horseheads town, New York	4237.	Ogdensburg city, New York	4285.	Vestal town, New York
4188.	Hyde Park town, New York	4238.	Olean city, New York	4286.	Victor town, New York
4189.	Ithaca town, New York	4239.	Oneida city, New York	4287.	Wallkill town, New York
4190.	Jamestown city, New York	4240.	Oneonta city, New York	4288.	Wappinger town, New York
4191.	Johnson City village, New York	4241.	Onondaga town, New York	4289.	Watertown city, New York
4192.	Kenmore village, New York	4242.	Ontario town, New York	4290.	Wawarsing town, New York
4193.	Kent town, New York	4243.	Orchard Park town, New York	4291.	West Haverstraw village, New York
4194.	Kingsbury town, New York	4244.	Ossining village, New York	4292.	Westbury village, New York
4195.	Kingston city, New York	4245.	Oswego city, New York	4293.	Wheatfield town, New York
4196.	Kirkland town, New York	4246.	Owego town, New York	4294.	Whitestown town, New York
4197.	Kiryas Joel village, New York	4247.	Palm Tree town, New York	4295.	Wilton town, New York
4198.	La Grange town, New York	4248.	Parma town, New York	4296.	Woodbury town, New York
4199.	Lackawanna city, New York	4249.	Patchogue village, New York	4297.	Woodbury village, New York
4200.	Lake Grove village, New York	4250.	Patterson town, New York	4298.	Yates County, New York
4201.	Lancaster village, New York	4251.	Peekskill city, New York	4299.	Alamance County, North Carolina *
4202.	Lansing town, New York	4252.	Pelham town, New York	4300.	Alexander County, North Carolina *
4203.	Le Ray town, New York	4253.	Pittsford town, New York		
4204.	Lewis County, New York	4254.	Plattekill town, New York		
4205.	Lewisboro town, New York				
4206.	Lewiston town, New York				

4301.	Apex town, North Carolina *	4331.	Forsyth County, North Carolina *	4360.	Macon County, North Carolina *
4302.	Asheville city, North Carolina *	4332.	Franklin County, North Carolina *	4361.	Matthews town, North Carolina *
4303.	Beaufort County, North Carolina *	4333.	Fuquay-Varina town, North Carolina *	4362.	McDowell County, North Carolina *
4304.	Bladen County, North Carolina *	4334.	Garner town, North Carolina *	4363.	Mecklenburg County, North Carolina *
4305.	Brunswick County, North Carolina *	4335.	Gaston County, North Carolina *	4364.	Monroe city, North Carolina *
4306.	Buncombe County, North Carolina *	4336.	Gastonia city, North Carolina *	4365.	Moore County, North Carolina *
4307.	Burke County, North Carolina *	4337.	Goldsboro city, North Carolina *	4366.	Mooresville town, North Carolina *
4308.	Burlington city, North Carolina *	4338.	Granville County, North Carolina *	4367.	Nash County, North Carolina *
4309.	Cabarrus County, North Carolina *	4339.	Greensboro city, North Carolina *	4368.	New Hanover County, North Carolina *
4310.	Caldwell County, North Carolina *	4340.	Greenville city, North Carolina *	4369.	Onslow County, North Carolina *
4311.	Carteret County, North Carolina *	4341.	Guilford County, North Carolina *	4370.	Orange County, North Carolina *
4312.	Cary town, North Carolina *	4342.	Halifax County, North Carolina *	4371.	Pasquotank County, North Carolina *
4313.	Catawba County, North Carolina *	4343.	Harnett County, North Carolina *	4372.	Pender County, North Carolina *
4314.	Chapel Hill town, North Carolina *	4344.	Haywood County, North Carolina *	4373.	Person County, North Carolina *
4315.	Charlotte city, North Carolina *	4345.	Henderson County, North Carolina *	4374.	Pitt County, North Carolina *
4316.	Chatham County, North Carolina *	4346.	Hickory city, North Carolina *	4375.	Raleigh city, North Carolina *
4317.	Cleveland County, North Carolina *	4347.	High Point city, North Carolina *	4376.	Randolph County, North Carolina *
4318.	Columbus County, North Carolina *	4348.	Hoke County, North Carolina *	4377.	Richmond County, North Carolina *
4319.	Concord city, North Carolina *	4349.	Holly Springs town, North Carolina *	4378.	Robeson County, North Carolina *
4320.	Cornelius town, North Carolina *	4350.	Huntersville town, North Carolina *	4379.	Rockingham County, North Carolina *
4321.	Craven County, North Carolina *	4351.	Indian Trail town, North Carolina *	4380.	Rocky Mount city, North Carolina *
4322.	Cumberland County, North Carolina *	4352.	Iredell County, North Carolina *	4381.	Rowan County, North Carolina *
4323.	Dare County, North Carolina *	4353.	Jackson County, North Carolina *	4382.	Rutherford County, North Carolina *
4324.	Davidson County, North Carolina *	4354.	Jacksonville city, North Carolina *	4383.	Salisbury city, North Carolina *
4325.	Davie County, North Carolina *	4355.	Johnston County, North Carolina *	4384.	Sampson County, North Carolina *
4326.	Duplin County, North Carolina *	4356.	Kannapolis city, North Carolina *	4385.	Sanford city, North Carolina *
4327.	Durham city, North Carolina *	4357.	Lee County, North Carolina *	4386.	Scotland County, North Carolina *
4328.	Durham County, North Carolina *	4358.	Lenoir County, North Carolina *	4387.	Stanly County, North Carolina *
4329.	Edgecombe County, North Carolina *	4359.	Lincoln County, North Carolina *	4388.	Stokes County, North Carolina *
4330.	Fayetteville city, North Carolina *				

4389.	Surry County, North Carolina *	4422.	Davidson town, North Carolina	4455.	Mount Holly city, North Carolina
4390.	Transylvania County, North Carolina *	4423.	Eden city, North Carolina	4456.	New Bern city, North Carolina
4391.	Union County, North Carolina *	4424.	Elizabeth City city, North Carolina	4457.	Newton city, North Carolina
4392.	Vance County, North Carolina *	4425.	Elon town, North Carolina	4458.	Northampton County, North Carolina
4393.	Wake County, North Carolina *	4426.	Gates County, North Carolina	4459.	Pamlico County, North Carolina
4394.	Wake Forest town, North Carolina *	4427.	Graham city, North Carolina	4460.	Perquimans County, North Carolina
4395.	Watauga County, North Carolina *	4428.	Greene County, North Carolina	4461.	Pinehurst village, North Carolina
4396.	Wayne County, North Carolina *	4429.	Harrisburg town, North Carolina	4462.	Polk County, North Carolina
4397.	Wilkes County, North Carolina *	4430.	Havelock city, North Carolina	4463.	Reidsville city, North Carolina
4398.	Wilmington city, North Carolina *	4431.	Henderson city, North Carolina	4464.	Roanoke Rapids city, North Carolina
4399.	Wilson city, North Carolina *	4432.	Hendersonville city, North Carolina	4465.	Shelby city, North Carolina
4400.	Wilson County, North Carolina *	4433.	Hertford County, North Carolina	4466.	Smithfield town, North Carolina
4401.	Winston-Salem city, North Carolina *	4434.	Hope Mills town, North Carolina	4467.	Southern Pines town, North Carolina
4402.	Yadkin County, North Carolina *	4435.	Kernersville town, North Carolina	4468.	Spring Lake town, North Carolina
4403.	Albemarle city, North Carolina	4436.	Kings Mountain city, North Carolina	4469.	Stallings town, North Carolina
4404.	Alleghany County, North Carolina	4437.	Kinston city, North Carolina	4470.	Statesville city, North Carolina
4405.	Anson County, North Carolina	4438.	Knightdale town, North Carolina	4471.	Summerfield town, North Carolina
4406.	Archdale city, North Carolina	4439.	Laurinburg city, North Carolina	4472.	Swain County, North Carolina
4407.	Ashe County, North Carolina	4440.	Leland town, North Carolina	4473.	Tarboro town, North Carolina
4408.	Asheboro city, North Carolina	4441.	Lenoir city, North Carolina	4474.	Thomasville city, North Carolina
4409.	Avery County, North Carolina	4442.	Lewisville town, North Carolina	4475.	Warren County, North Carolina
4410.	Belmont city, North Carolina	4443.	Lexington city, North Carolina	4476.	Washington County, North Carolina
4411.	Bertie County, North Carolina	4444.	Lincolnton city, North Carolina	4477.	Waxhaw town, North Carolina
4412.	Boone town, North Carolina	4445.	Lumberton city, North Carolina	4478.	Waynesville town, North Carolina
4413.	Camden County, North Carolina	4446.	Madison County, North Carolina	4479.	Weddington town, North Carolina
4414.	Carrboro town, North Carolina	4447.	Martin County, North Carolina	4480.	Yancey County, North Carolina
4415.	Caswell County, North Carolina	4448.	Mebane city, North Carolina	4481.	Bismarck city, North Dakota *
4416.	Cherokee County, North Carolina	4449.	Mint Hill town, North Carolina	4482.	Burleigh County, North Dakota *
4417.	Chowan County, North Carolina	4450.	Mitchell County, North Carolina	4483.	Cass County, North Dakota *
4418.	Clay County, North Carolina	4451.	Montgomery County, North Carolina	4484.	Fargo city, North Dakota *
4419.	Clayton town, North Carolina	4452.	Morganton city, North Carolina	4485.	Grand Forks city, North Dakota *
4420.	Clemmons village, North Carolina	4453.	Morrisville town, North Carolina	4486.	Grand Forks County, North Dakota *
4421.	Currituck County, North Carolina	4454.	Mount Airy city, North Carolina	4487.	Minot city, North Dakota *
				4488.	Morton County, North Dakota *
				4489.	Stark County, North Dakota *

4490. Ward County, North Dakota *	4539. Cuyahoga Falls city, Ohio *	4594. Marion County, Ohio *
4491. West Fargo city, North Dakota *	4540. Darke County, Ohio *	4595. Marion township, Ohio *
4492. Williams County, North Dakota *	4541. Dayton city, Ohio *	4596. Mason city, Ohio *
4493. Barnes County, North Dakota	4542. Deerfield township, Ohio *	4597. Massillon city, Ohio *
4494. Dickinson city, North Dakota	4543. Defiance County, Ohio *	4598. Medina County, Ohio *
4495. Jamestown city, North Dakota	4544. Delaware city, Ohio *	4599. Mentor city, Ohio *
4496. Mandan city, North Dakota	4545. Delaware County, Ohio *	4600. Mercer County, Ohio *
4497. McKenzie County, North Dakota	4546. Dublin city, Ohio *	4601. Miami County, Ohio *
4498. Mountrail County, North Dakota	4547. Elyria city, Ohio *	4602. Miami township, Ohio *
4499. Ramsey County, North Dakota	4548. Erie County, Ohio *	4603. Miami township, Ohio *
4500. Richland County, North Dakota	4549. Euclid city, Ohio *	4604. Middletown city, Ohio *
4501. Rolette County, North Dakota	4550. Fairborn city, Ohio *	4605. Mifflin township, Ohio *
4502. Stutsman County, North Dakota	4551. Fairfield city, Ohio *	4606. Montgomery County, Ohio *
4503. Walsh County, North Dakota	4552. Fairfield County, Ohio *	4607. Morrow County, Ohio *
4504. Williston city, North Dakota	4553. Findlay city, Ohio *	4608. Muskingum County, Ohio *
4505. Akron city, Ohio *	4554. Franklin County, Ohio *	4609. Newark city, Ohio *
4506. Allen County, Ohio *	4555. Franklin township, Ohio *	4610. North Olmsted city, Ohio *
4507. Anderson township, Ohio *	4556. Fulton County, Ohio *	4611. North Ridgeville city, Ohio *
4508. Ashland County, Ohio *	4557. Gahanna city, Ohio *	4612. North Royalton city, Ohio *
4509. Ashtabula County, Ohio *	4558. Geauga County, Ohio *	4613. Norwich township, Ohio *
4510. Athens County, Ohio *	4559. Green township, Ohio *	4614. Orange township, Ohio *
4511. Athens township, Ohio *	4560. Greene County, Ohio *	4615. Ottawa County, Ohio *
4512. Auglaize County, Ohio *	4561. Grove City city, Ohio *	4616. Parma city, Ohio *
4513. Austintown township, Ohio *	4562. Guernsey County, Ohio *	4617. Perry County, Ohio *
4514. Bath township, Ohio *	4563. Hamilton city, Ohio *	4618. Pickaway County, Ohio *
4515. Beaver Creek city, Ohio *	4564. Hamilton County, Ohio *	4619. Plain township, Ohio *
4516. Beaver Creek township, Ohio *	4565. Hancock County, Ohio *	4620. Portage County, Ohio *
4517. Belmont County, Ohio *	4566. Hardin County, Ohio *	4621. Preble County, Ohio *
4518. Boardman township, Ohio *	4567. Highland County, Ohio *	4622. Putnam County, Ohio *
4519. Bowling Green city, Ohio *	4568. Hilliard city, Ohio *	4623. Reynoldsburg city, Ohio *
4520. Brown County, Ohio *	4569. Holmes County, Ohio *	4624. Richland County, Ohio *
4521. Brunswick city, Ohio *	4570. Huber Heights city, Ohio *	4625. Ross County, Ohio *
4522. Butler County, Ohio *	4571. Huron County, Ohio *	4626. Sandusky County, Ohio *
4523. Canton city, Ohio *	4572. Jackson County, Ohio *	4627. Scioto County, Ohio *
4524. Champaign County, Ohio *	4573. Jackson township, Ohio *	4628. Seneca County, Ohio *
4525. Cincinnati city, Ohio *	4574. Jackson township, Ohio *	4629. Shelby County, Ohio *
4526. Clark County, Ohio *	4575. Jefferson County, Ohio *	4630. Springfield city, Ohio *
4527. Clear Creek township, Ohio *	4576. Kettering city, Ohio *	4631. Springfield township, Ohio *
4528. Clermont County, Ohio *	4577. Knox County, Ohio *	4632. Stark County, Ohio *
4529. Cleveland city, Ohio *	4578. Lake County, Ohio *	4633. Stow city, Ohio *
4530. Cleveland Heights city, Ohio *	4579. Lakewood city, Ohio *	4634. Strongsville city, Ohio *
4531. Clinton County, Ohio *	4580. Lancaster city, Ohio *	4635. Summit County, Ohio *
4532. Colerain township, Ohio *	4581. Lawrence County, Ohio *	4636. Sylvania township, Ohio *
4533. Columbiana County, Ohio *	4582. Liberty township, Ohio *	4637. Toledo city, Ohio *
4534. Columbus city, Ohio *	4583. Liberty township, Ohio *	4638. Trumbull County, Ohio *
4535. Concord township, Ohio *	4584. Licking County, Ohio *	4639. Tuscarawas County, Ohio *
4536. Coshocton County, Ohio *	4585. Lima city, Ohio *	4640. Union County, Ohio *
4537. Crawford County, Ohio *	4586. Logan County, Ohio *	4641. Union township, Ohio *
4538. Cuyahoga County, Ohio *	4587. Lorain city, Ohio *	4642. Upper Arlington city, Ohio *
	4588. Lorain County, Ohio *	4643. Violet township, Ohio *
	4589. Lucas County, Ohio *	4644. Warren city, Ohio *
	4590. Madison County, Ohio *	4645. Warren County, Ohio *
	4591. Mahoning County, Ohio *	4646. Washington County, Ohio *
	4592. Mansfield city, Ohio *	4647. Washington township, Ohio *
	4593. Marion city, Ohio *	4648. Washington township, Ohio *

4649.	Wayne County, Ohio *	4702.	Copley township, Ohio	4757.	Liberty township, Ohio
4650.	West Chester township, Ohio *	4703.	Coshocton city, Ohio	4758.	London city, Ohio
4651.	Westerville city, Ohio *	4704.	Coventry township, Ohio	4759.	Loveland city, Ohio
4652.	Westlake city, Ohio *	4705.	Defiance city, Ohio	4760.	Lyndhurst city, Ohio
4653.	Williams County, Ohio *	4706.	Defiance township, Ohio	4761.	Macedonia city, Ohio
4654.	Wood County, Ohio *	4707.	Delhi township, Ohio	4762.	Mad River township, Ohio
4655.	Youngstown city, Ohio *	4708.	Dover city, Ohio	4763.	Madison township, Ohio
4656.	Adams County, Ohio	4709.	Duchouquet township, Ohio	4764.	Madison township, Ohio
4657.	Alliance city, Ohio	4710.	East Cleveland city, Ohio	4765.	Madison township, Ohio
4658.	American township, Ohio	4711.	East Liverpool city, Ohio	4766.	Maple Heights city, Ohio
4659.	Amherst city, Ohio	4712.	Eastlake city, Ohio	4767.	Marietta city, Ohio
4660.	Ashland city, Ohio	4713.	Englewood city, Ohio	4768.	Marysville city, Ohio
4661.	Ashtabula city, Ohio	4714.	Etna township, Ohio	4769.	Maumee city, Ohio
4662.	Ashtabula township, Ohio	4715.	Fairfield township, Ohio	4770.	Mayfield Heights city, Ohio
4663.	Athens city, Ohio	4716.	Fairview Park city, Ohio	4771.	Medina city, Ohio
4664.	Aurora city, Ohio	4717.	Falls township, Ohio	4772.	Meigs County, Ohio
4665.	Avon city, Ohio	4718.	Fayette County, Ohio	4773.	Miami township, Ohio
4666.	Avon Lake city, Ohio	4719.	Forest Park city, Ohio	4774.	Miamisburg city, Ohio
4667.	Bainbridge township, Ohio	4720.	Fostoria city, Ohio	4775.	Middleburg Heights city, Ohio
4668.	Barberton city, Ohio	4721.	Franklin city, Ohio	4776.	Monclova township, Ohio
4669.	Batavia township, Ohio	4722.	Franklin township, Ohio	4777.	Monroe city, Ohio
4670.	Bay Village city, Ohio	4723.	Fremont city, Ohio	4778.	Monroe County, Ohio
4671.	Beachwood city, Ohio	4724.	Gallia County, Ohio	4779.	Monroe township, Ohio
4672.	Bedford city, Ohio	4725.	Garfield Heights city, Ohio	4780.	Montgomery city, Ohio
4673.	Bedford Heights city, Ohio	4726.	Geneva township, Ohio	4781.	Montville township, Ohio
4674.	Bellefontaine city, Ohio	4727.	Genoa township, Ohio	4782.	Moorefield township, Ohio
4675.	Berea city, Ohio	4728.	Goshen township, Ohio	4783.	Morgan County, Ohio
4676.	Bethel township, Ohio	4729.	Granville township, Ohio	4784.	Mount Vernon city, Ohio
4677.	Bexley city, Ohio	4730.	Green city, Ohio	4785.	New Albany city, Ohio
4678.	Blue Ash city, Ohio	4731.	Green township, Ohio	4786.	New Franklin city, Ohio
4679.	Brecksville city, Ohio	4732.	Greenville city, Ohio	4787.	New Philadelphia city, Ohio
4680.	Brimfield township, Ohio	4733.	Greenville township, Ohio	4788.	Niles city, Ohio
4681.	Broadview Heights city, Ohio	4734.	Hamilton township, Ohio	4789.	Noble County, Ohio
4682.	Brook Park city, Ohio	4735.	Harrison city, Ohio	4790.	North Canton city, Ohio
4683.	Brooklyn city, Ohio	4736.	Harrison County, Ohio	4791.	Norton city, Ohio
4684.	Brunswick Hills township, Ohio	4737.	Harrison township, Ohio	4792.	Norwalk city, Ohio
4685.	Bucyrus city, Ohio	4738.	Harrison township, Ohio	4793.	Norwood city, Ohio
4686.	Cambridge city, Ohio	4739.	Heath city, Ohio	4794.	Olmsted township, Ohio
4687.	Cambridge township, Ohio	4740.	Henry County, Ohio	4795.	Oregon city, Ohio
4688.	Canfield township, Ohio	4741.	Hocking County, Ohio	4796.	Oxford city, Ohio
4689.	Canton township, Ohio	4742.	Howland township, Ohio	4797.	Oxford township, Ohio
4690.	Carroll County, Ohio	4743.	Hubbard township, Ohio	4798.	Painesville city, Ohio
4691.	Celina city, Ohio	4744.	Hudson city, Ohio	4799.	Painesville township, Ohio
4692.	Centerville city, Ohio	4745.	Huron township, Ohio	4800.	Paris township, Ohio
4693.	Chester township, Ohio	4746.	Ironton city, Ohio	4801.	Parma Heights city, Ohio
4694.	Chillicothe city, Ohio	4747.	Jefferson township, Ohio	4802.	Pataskala city, Ohio
4695.	Chippewa township, Ohio	4748.	Jefferson township, Ohio	4803.	Paulding County, Ohio
4696.	Circleville city, Ohio	4749.	Kent city, Ohio	4804.	Pease township, Ohio
4697.	Clayton city, Ohio	4750.	Lake township, Ohio	4805.	Perkins township, Ohio
4698.	Clinton township, Ohio	4751.	Lake township, Ohio	4806.	Perry township, Ohio
4699.	Concord township, Ohio	4752.	Lake township, Ohio	4807.	Perry township, Ohio
4700.	Concord township, Ohio	4753.	Lawrence township, Ohio	4808.	Perrysburg city, Ohio
4701.	Conneaut city, Ohio	4754.	Lebanon city, Ohio	4809.	Perrysburg township, Ohio
		4755.	Lemon township, Ohio	4810.	Pickerington city, Ohio
		4756.	Liberty township, Ohio	4811.	Pierce township, Ohio

4812.	Pike County, Ohio	4866.	Urbana township, Ohio	4913.	Norman city, Oklahoma *
4813.	Piqua city, Ohio	4867.	Van Wert city, Ohio	4914.	Oklahoma City city, Oklahoma *
4814.	Plain township, Ohio	4868.	Van Wert County, Ohio	4915.	Oklahoma County, Oklahoma *
4815.	Pleasant township, Ohio	4869.	Vandalia city, Ohio	4916.	Okmulgee County, Oklahoma *
4816.	Poland township, Ohio	4870.	Vermilion city, Ohio	4917.	Osage County, Oklahoma *
4817.	Portsmouth city, Ohio	4871.	Vinton County, Ohio	4918.	Ottawa County, Oklahoma *
4818.	Powell city, Ohio	4872.	Wadsworth city, Ohio	4919.	Owasso city, Oklahoma *
4819.	Prairie township, Ohio	4873.	Warrensville Heights city, Ohio	4920.	Payne County, Oklahoma *
4820.	Ravenna city, Ohio	4874.	Washington Court House city, Ohio	4921.	Pittsburg County, Oklahoma *
4821.	Reading city, Ohio	4875.	Weathersfield township, Ohio	4922.	Pontotoc County, Oklahoma *
4822.	Richland township, Ohio	4876.	West Carrollton city, Ohio	4923.	Pottawatomie County, Oklahoma *
4823.	Richmond Heights city, Ohio	4877.	Whitehall city, Ohio	4924.	Rogers County, Oklahoma *
4824.	Riverside city, Ohio	4878.	Wickliffe city, Ohio	4925.	Sequoyah County, Oklahoma *
4825.	Rocky River city, Ohio	4879.	Willoughby city, Ohio	4926.	Shawnee city, Oklahoma *
4826.	Sagamore Hills township, Ohio	4880.	Willowick city, Ohio	4927.	Stephens County, Oklahoma *
4827.	Salem city, Ohio	4881.	Wilmington city, Ohio	4928.	Stillwater city, Oklahoma *
4828.	Sandusky city, Ohio	4882.	Wooster city, Ohio	4929.	Tulsa city, Oklahoma *
4829.	Scioto township, Ohio	4883.	Worthington city, Ohio	4930.	Tulsa County, Oklahoma *
4830.	Scioto township, Ohio	4884.	Wyandot County, Ohio	4931.	Wagoner County, Oklahoma *
4831.	Seven Hills city, Ohio	4885.	Xenia city, Ohio	4932.	Washington County, Oklahoma *
4832.	Shaker Heights city, Ohio	4886.	Zanesville city, Ohio	4933.	Ada city, Oklahoma
4833.	Sharon township, Ohio	4887.	Bartlesville city, Oklahoma *	4934.	Adair County, Oklahoma
4834.	Sharonville city, Ohio	4888.	Broken Arrow city, Oklahoma *	4935.	Altus city, Oklahoma
4835.	Shawnee township, Ohio	4889.	Bryan County, Oklahoma *	4936.	Ardmore city, Oklahoma
4836.	Sidney city, Ohio	4890.	Canadian County, Oklahoma *	4937.	Atoka County, Oklahoma
4837.	Solon city, Ohio	4891.	Carter County, Oklahoma *	4938.	Beckham County, Oklahoma
4838.	South Euclid city, Ohio	4892.	Cherokee County, Oklahoma *	4939.	Bethany city, Oklahoma
4839.	Springboro city, Ohio	4893.	Cleveland County, Oklahoma *	4940.	Bixby city, Oklahoma
4840.	Springdale city, Ohio	4894.	Comanche County, Oklahoma *	4941.	Caddo County, Oklahoma
4841.	Springfield township, Ohio	4895.	Creek County, Oklahoma *	4942.	Chickasha city, Oklahoma
4842.	Springfield township, Ohio	4896.	Delaware County, Oklahoma *	4943.	Choctaw city, Oklahoma
4843.	Springfield township, Ohio	4897.	Edmond city, Oklahoma *	4944.	Choctaw County, Oklahoma
4844.	Springfield township, Ohio	4898.	Enid city, Oklahoma *	4945.	Claremore city, Oklahoma
4845.	St. Marys township, Ohio	4899.	Garfield County, Oklahoma *	4946.	Coweta city, Oklahoma
4846.	Steubenville city, Ohio	4900.	Grady County, Oklahoma *	4947.	Craig County, Oklahoma
4847.	Streetsboro city, Ohio	4901.	Kay County, Oklahoma *	4948.	Custer County, Oklahoma
4848.	Struthers city, Ohio	4902.	Lawton city, Oklahoma *	4949.	Del City city, Oklahoma
4849.	Sycamore township, Ohio	4903.	Le Flore County, Oklahoma *	4950.	Duncan city, Oklahoma
4850.	Sylvania city, Ohio	4904.	Lincoln County, Oklahoma *	4951.	Durant city, Oklahoma
4851.	Symmes township, Ohio	4905.	Logan County, Oklahoma *	4952.	El Reno city, Oklahoma
4852.	Tallmadge city, Ohio	4906.	Mayes County, Oklahoma *	4953.	Elk City city, Oklahoma
4853.	Tiffin city, Ohio	4907.	McClain County, Oklahoma *	4954.	Garvin County, Oklahoma
4854.	Tipp City city, Ohio	4908.	McCurain County, Oklahoma *	4955.	Glenpool city, Oklahoma
4855.	Trenton city, Ohio	4909.	Midwest City city, Oklahoma *	4956.	Guthrie city, Oklahoma
4856.	Trotwood city, Ohio	4910.	Moore city, Oklahoma *	4957.	Guymon city, Oklahoma
4857.	Troy city, Ohio	4911.	Muskogee city, Oklahoma *	4958.	Haskell County, Oklahoma
4858.	Truro township, Ohio	4912.	Muskogee County, Oklahoma *	4959.	Hughes County, Oklahoma
4859.	Turtlecreek township, Ohio			4960.	Jackson County, Oklahoma
4860.	Twinsburg city, Ohio			4961.	Jenks city, Oklahoma
4861.	Union township, Ohio				
4862.	Union township, Ohio				
4863.	University Heights city, Ohio				
4864.	Upper township, Ohio				
4865.	Urbana city, Ohio				

4962.	Johnston County, Oklahoma	5016.	McMinnville city, Oregon *	5071.	Woodburn city, Oregon
4963.	Kingfisher County, Oklahoma	5017.	Medford city, Oregon *	5072.	Abington township, Pennsylvania *
4964.	Latimer County, Oklahoma	5018.	Multnomah County, Oregon *	5073.	Adams County, Pennsylvania *
4965.	Love County, Oklahoma	5019.	Oregon City city, Oregon *	5074.	Allegheny County, Pennsylvania *
4966.	Marshall County, Oklahoma	5020.	Polk County, Oregon *	5075.	Allentown city, Pennsylvania *
4967.	McAlester city, Oklahoma	5021.	Portland city, Oregon *	5076.	Altoona city, Pennsylvania *
4968.	McIntosh County, Oklahoma	5022.	Redmond city, Oregon *	5077.	Armstrong County, Pennsylvania *
4969.	Miami city, Oklahoma	5023.	Salem city, Oregon *	5078.	Beaver County, Pennsylvania *
4970.	Murray County, Oklahoma	5024.	Springfield city, Oregon *	5079.	Bedford County, Pennsylvania *
4971.	Mustang city, Oklahoma	5025.	Tigard city, Oregon *	5080.	Bensalem township, Pennsylvania *
4972.	Newcastle city, Oklahoma	5026.	Umatilla County, Oregon *	5081.	Berks County, Pennsylvania *
4973.	Noble County, Oklahoma	5027.	Washington County, Oregon *	5082.	Bethel Park municipality, Pennsylvania *
4974.	Nowata County, Oklahoma	5028.	Yamhill County, Oregon *	5083.	Bethlehem city, Pennsylvania *
4975.	Okfuskee County, Oklahoma	5029.	Ashland city, Oregon	5084.	Blair County, Pennsylvania *
4976.	Okmulgee city, Oklahoma	5030.	Astoria city, Oregon	5085.	Bradford County, Pennsylvania *
4977.	Pawnee County, Oklahoma	5031.	Baker County, Oregon	5086.	Bristol township, Pennsylvania *
4978.	Ponca City city, Oklahoma	5032.	Canby city, Oregon	5087.	Bucks County, Pennsylvania *
4979.	Pushmataha County, Oklahoma	5033.	Central Point city, Oregon	5088.	Butler County, Pennsylvania *
4980.	Sand Springs city, Oklahoma	5034.	Coos Bay city, Oregon	5089.	Cambria County, Pennsylvania *
4981.	Sapulpa city, Oklahoma	5035.	Cornelius city, Oregon	5090.	Carbon County, Pennsylvania *
4982.	Seminole County, Oklahoma	5036.	Cottage Grove city, Oregon	5091.	Centre County, Pennsylvania *
4983.	Tahlequah city, Oklahoma	5037.	Crook County, Oregon	5092.	Cheltenham township, Pennsylvania *
4984.	Texas County, Oklahoma	5038.	Curry County, Oregon	5093.	Chester city, Pennsylvania *
4985.	Warr Acres city, Oklahoma	5039.	Dallas city, Oregon	5094.	Chester County, Pennsylvania *
4986.	Washita County, Oklahoma	5040.	Forest Grove city, Oregon	5095.	Clarion County, Pennsylvania *
4987.	Weatherford city, Oklahoma	5041.	Gladstone city, Oregon	5096.	Clearfield County, Pennsylvania *
4988.	Woodward city, Oklahoma	5042.	Happy Valley city, Oregon	5097.	Clinton County, Pennsylvania *
4989.	Woodward County, Oklahoma	5043.	Hermiston city, Oregon	5098.	Columbia County, Pennsylvania *
4990.	Yukon city, Oklahoma	5044.	Hood River County, Oregon	5099.	Cranberry township, Pennsylvania *
4991.	Albany city, Oregon *	5045.	Independence city, Oregon	5100.	Crawford County, Pennsylvania *
4992.	Beaverton city, Oregon *	5046.	Jefferson County, Oregon	5101.	Cumberland County, Pennsylvania *
4993.	Bend city, Oregon *	5047.	Klamath Falls city, Oregon		
4994.	Benton County, Oregon *	5048.	La Grande city, Oregon		
4995.	Clackamas County, Oregon *	5049.	Lebanon city, Oregon		
4996.	Clatsop County, Oregon *	5050.	Milwaukie city, Oregon		
4997.	Columbia County, Oregon *	5051.	Monmouth city, Oregon		
4998.	Coos County, Oregon *	5052.	Morrow County, Oregon		
4999.	Corvallis city, Oregon *	5053.	Newberg city, Oregon		
5000.	Deschutes County, Oregon *	5054.	Newport city, Oregon		
5001.	Douglas County, Oregon *	5055.	Ontario city, Oregon		
5002.	Eugene city, Oregon *	5056.	Pendleton city, Oregon		
5003.	Grants Pass city, Oregon *	5057.	Prineville city, Oregon		
5004.	Gresham city, Oregon *	5058.	Roseburg city, Oregon		
5005.	Hillsboro city, Oregon *	5059.	Sandy city, Oregon		
5006.	Jackson County, Oregon *	5060.	Sherwood city, Oregon		
5007.	Josephine County, Oregon *	5061.	Silverton city, Oregon		
5008.	Keizer city, Oregon *	5062.	St. Helens city, Oregon		
5009.	Klamath County, Oregon *	5063.	The Dalles city, Oregon		
5010.	Lake Oswego city, Oregon *	5064.	Tillamook County, Oregon		
5011.	Lane County, Oregon *	5065.	Troutdale city, Oregon		
5012.	Lincoln County, Oregon *	5066.	Tualatin city, Oregon		
5013.	Linn County, Oregon *	5067.	Union County, Oregon		
5014.	Malheur County, Oregon *	5068.	Wasco County, Oregon		
5015.	Marion County, Oregon *	5069.	West Linn city, Oregon		
		5070.	Wilsonville city, Oregon		

5102.	Dauphin County, Pennsylvania *	5131.	Mercer County, Pennsylvania *	5162.	Venango County, Pennsylvania *
5103.	Delaware County, Pennsylvania *	5132.	Middletown township, Pennsylvania *	5163.	Warminster township, Pennsylvania *
5104.	Erie city, Pennsylvania *	5133.	Mifflin County, Pennsylvania *	5164.	Warren County, Pennsylvania *
5105.	Erie County, Pennsylvania *	5134.	Millcreek township, Pennsylvania *	5165.	Washington County, Pennsylvania *
5106.	Falls township, Pennsylvania *	5135.	Monroe County, Pennsylvania *	5166.	Wayne County, Pennsylvania *
5107.	Fayette County, Pennsylvania *	5136.	Montgomery County, Pennsylvania *	5167.	Westmoreland County, Pennsylvania *
5108.	Franklin County, Pennsylvania *	5137.	Mount Lebanon township, Pennsylvania *	5168.	Wilkes-Barre city, Pennsylvania *
5109.	Greene County, Pennsylvania *	5138.	Norristown borough, Pennsylvania *	5169.	York city, Pennsylvania *
5110.	Hampden township, Pennsylvania *	5139.	North Huntingdon township, Pennsylvania *	5170.	York County, Pennsylvania *
5111.	Harrisburg city, Pennsylvania *	5140.	Northampton County, Pennsylvania *	5171.	Adams township, Pennsylvania
5112.	Haverford township, Pennsylvania *	5141.	Northampton township, Pennsylvania *	5172.	Amity township, Pennsylvania
5113.	Hempfield township, Pennsylvania *	5142.	Northumberland County, Pennsylvania *	5173.	Antrim township, Pennsylvania
5114.	Huntingdon County, Pennsylvania *	5143.	Penn Hills township, Pennsylvania *	5174.	Aston township, Pennsylvania
5115.	Indiana County, Pennsylvania *	5144.	Perry County, Pennsylvania *	5175.	Baldwin borough, Pennsylvania
5116.	Jefferson County, Pennsylvania *	5145.	Philadelphia city / Philadelphia County, Pennsylvania *	5176.	Bethlehem township, Pennsylvania
5117.	Lackawanna County, Pennsylvania *	5146.	Pike County, Pennsylvania *	5177.	Bloomsburg town, Pennsylvania
5118.	Lancaster city, Pennsylvania *	5147.	Pittsburgh city, Pennsylvania *	5178.	Buckingham township, Pennsylvania
5119.	Lancaster County, Pennsylvania *	5148.	Radnor township, Pennsylvania *	5179.	Butler city, Pennsylvania
5120.	Lawrence County, Pennsylvania *	5149.	Reading city, Pennsylvania *	5180.	Butler township, Pennsylvania
5121.	Lebanon County, Pennsylvania *	5150.	Ridley township, Pennsylvania *	5181.	Caln township, Pennsylvania
5122.	Lehigh County, Pennsylvania *	5151.	Ross township, Pennsylvania *	5182.	Carlisle borough, Pennsylvania
5123.	Lower Macungie township, Pennsylvania *	5152.	Schuylkill County, Pennsylvania *	5183.	Cecil township, Pennsylvania
5124.	Lower Makefield township, Pennsylvania *	5153.	Scranton city, Pennsylvania *	5184.	Center township, Pennsylvania
5125.	Lower Merion township, Pennsylvania *	5154.	Snyder County, Pennsylvania *	5185.	Chambersburg borough, Pennsylvania
5126.	Lower Paxton township, Pennsylvania *	5155.	Somerset County, Pennsylvania *	5186.	Chestnuthill township, Pennsylvania
5127.	Luzerne County, Pennsylvania *	5156.	State College borough, Pennsylvania *	5187.	Coal township, Pennsylvania
5128.	Lycoming County, Pennsylvania *	5157.	Susquehanna County, Pennsylvania *	5188.	Coatesville city, Pennsylvania
5129.	Manheim township, Pennsylvania *	5158.	Tioga County, Pennsylvania *	5189.	College township, Pennsylvania
5130.	McKean County, Pennsylvania *	5159.	Union County, Pennsylvania *	5190.	Columbia borough, Pennsylvania
		5160.	Upper Darby township, Pennsylvania *	5191.	Concord township, Pennsylvania
		5161.	Upper Merion township, Pennsylvania *	5192.	Coolbaugh township, Pennsylvania
				5193.	Cumru township, Pennsylvania
				5194.	Darby borough, Pennsylvania
				5195.	Derry township, Pennsylvania

5196. Derry township, Pennsylvania	5227. Greensburg city, Pennsylvania	5258. Lower Moreland township, Pennsylvania
5197. Dingman township, Pennsylvania	5228. Guilford township, Pennsylvania	5259. Lower Pottsgrove township, Pennsylvania
5198. Douglass township, Pennsylvania	5229. Hamilton township, Pennsylvania	5260. Lower Providence township, Pennsylvania
5199. Dover township, Pennsylvania	5230. Hampton township, Pennsylvania	5261. Lower Salford township, Pennsylvania
5200. Doylestown township, Pennsylvania	5231. Hanover borough, Pennsylvania	5262. Lower Saucon township, Pennsylvania
5201. Dunmore borough, Pennsylvania	5232. Hanover township, Pennsylvania	5263. Lower Southampton township, Pennsylvania
5202. East Cocalico township, Pennsylvania	5233. Hanover township, Pennsylvania	5264. Loyalsock township, Pennsylvania
5203. East Goshen township, Pennsylvania	5234. Harborcreek township, Pennsylvania	5265. Manchester township, Pennsylvania
5204. East Hempfield township, Pennsylvania	5235. Harrison township, Pennsylvania	5266. Manor township, Pennsylvania
5205. East Lampeter township, Pennsylvania	5236. Hatfield township, Pennsylvania	5267. Marple township, Pennsylvania
5206. East Norriton township, Pennsylvania	5237. Hazleton city, Pennsylvania	5268. McCandless township, Pennsylvania
5207. East Pennsboro township, Pennsylvania	5238. Hermitage city, Pennsylvania	5269. McKeesport city, Pennsylvania
5208. East Stroudsburg borough, Pennsylvania	5239. Hilltown township, Pennsylvania	5270. Meadville city, Pennsylvania
5209. East Whiteland township, Pennsylvania	5240. Hopewell township, Pennsylvania	5271. Middle Smithfield township, Pennsylvania
5210. Easton city, Pennsylvania	5241. Horsham township, Pennsylvania	5272. Middletown township, Pennsylvania
5211. Easttown township, Pennsylvania	5242. Indiana borough, Pennsylvania	5273. Milford township, Pennsylvania
5212. Elizabeth township, Pennsylvania	5243. Jefferson Hills borough, Pennsylvania	5274. Monroeville municipality, Pennsylvania
5213. Elizabethtown borough, Pennsylvania	5244. Johnstown city, Pennsylvania	5275. Montgomery township, Pennsylvania
5214. Elk County, Pennsylvania	5245. Juniata County, Pennsylvania	5276. Montour County, Pennsylvania
5215. Emmaus borough, Pennsylvania	5246. Kingston borough, Pennsylvania	5277. Moon township, Pennsylvania
5216. Ephrata borough, Pennsylvania	5247. Lancaster township, Pennsylvania	5278. Mount Joy township, Pennsylvania
5217. Ephrata township, Pennsylvania	5248. Lansdale borough, Pennsylvania	5279. Mount Pleasant township, Pennsylvania
5218. Exeter township, Pennsylvania	5249. Lansdowne borough, Pennsylvania	5280. Muhlenberg township, Pennsylvania
5219. Fairview township, Pennsylvania	5250. Lebanon city, Pennsylvania	5281. Munhall borough, Pennsylvania
5220. Fairview township, Pennsylvania	5251. Lehigh township, Pennsylvania	5282. Murrys ville municipality, Pennsylvania
5221. Ferguson township, Pennsylvania	5252. Lehman township, Pennsylvania	5283. Nanticoke city, Pennsylvania
5222. Forks township, Pennsylvania	5253. Limerick township, Pennsylvania	5284. Nether Providence township, Pennsylvania
5223. Franconia township, Pennsylvania	5254. Logan township, Pennsylvania	5285. New Britain township, Pennsylvania
5224. Franklin Park borough, Pennsylvania	5255. Lower Allen township, Pennsylvania	5286. New Castle city, Pennsylvania
5225. Fulton County, Pennsylvania	5256. Lower Burrell city, Pennsylvania	5287. New Garden township, Pennsylvania
5226. Greene township, Pennsylvania	5257. Lower Gwynedd township, Pennsylvania	

5288. New Hanover township, Pennsylvania	5320. Salisbury township, Pennsylvania	5351. Upper Moreland township, Pennsylvania
5289. New Kensington city, Pennsylvania	5321. Sandy township, Pennsylvania	5352. Upper Providence township, Pennsylvania
5290. Newberry township, Pennsylvania	5322. Scott township, Pennsylvania	5353. Upper Providence township, Pennsylvania
5291. Newtown township, Pennsylvania	5323. Shaler township, Pennsylvania	5354. Upper Saucon township, Pennsylvania
5292. Newtown township, Pennsylvania	5324. Sharon city, Pennsylvania	5355. Upper Southampton township, Pennsylvania
5293. North Fayette township, Pennsylvania	5325. Silver Spring township, Pennsylvania	5356. Upper St. Clair township, Pennsylvania
5294. North Lebanon township, Pennsylvania	5326. Skippack township, Pennsylvania	5357. Upper Uwchlan township, Pennsylvania
5295. North Middleton township, Pennsylvania	5327. Somerset township, Pennsylvania	5358. Uwchlan township, Pennsylvania
5296. North Strabane township, Pennsylvania	5328. South Fayette township, Pennsylvania	5359. Warrington township, Pennsylvania
5297. North Union township, Pennsylvania	5329. South Lebanon township, Pennsylvania	5360. Warwick township, Pennsylvania
5298. North Whitehall township, Pennsylvania	5330. South Middleton township, Pennsylvania	5361. Warwick township, Pennsylvania
5299. Palmer township, Pennsylvania	5331. South Park township, Pennsylvania	5362. Washington city, Pennsylvania
5300. Patton township, Pennsylvania	5332. South Union township, Pennsylvania	5363. Washington township, Pennsylvania
5301. Penn township, Pennsylvania	5333. South Whitehall township, Pennsylvania	5364. Waynesboro borough, Pennsylvania
5302. Penn township, Pennsylvania	5334. Spring Garden township, Pennsylvania	5365. West Bradford township, Pennsylvania
5303. Peters township, Pennsylvania	5335. Spring township, Pennsylvania	5366. West Chester borough, Pennsylvania
5304. Phoenixville borough, Pennsylvania	5336. Springettsbury township, Pennsylvania	5367. West Deer township, Pennsylvania
5305. Pine township, Pennsylvania	5337. Springfield township, Pennsylvania	5368. West Goshen township, Pennsylvania
5306. Plum borough, Pennsylvania	5338. Springfield township, Pennsylvania	5369. West Hanover township, Pennsylvania
5307. Plumstead township, Pennsylvania	5339. St. Marys city, Pennsylvania	5370. West Hempfield township, Pennsylvania
5308. Plymouth township, Pennsylvania	5340. Stroud township, Pennsylvania	5371. West Lampeter township, Pennsylvania
5309. Pocono township, Pennsylvania	5341. Susquehanna township, Pennsylvania	5372. West Manchester township, Pennsylvania
5310. Potter County, Pennsylvania	5342. Swatara township, Pennsylvania	5373. West Mifflin borough, Pennsylvania
5311. Pottstown borough, Pennsylvania	5343. Towamencin township, Pennsylvania	5374. West Norriton township, Pennsylvania
5312. Pottsville city, Pennsylvania	5344. Tredyffrin township, Pennsylvania	5375. West Whiteland township, Pennsylvania
5313. Rapho township, Pennsylvania	5345. Unity township, Pennsylvania	5376. Westtown township, Pennsylvania
5314. Richland township, Pennsylvania	5346. Upper Allen township, Pennsylvania	5377. White township, Pennsylvania
5315. Richland township, Pennsylvania	5347. Upper Chichester township, Pennsylvania	5378. Whitehall borough, Pennsylvania
5316. Richland township, Pennsylvania	5348. Upper Dublin township, Pennsylvania	
5317. Robinson township, Pennsylvania	5349. Upper Gwynedd township, Pennsylvania	
5318. Rostraver township, Pennsylvania	5350. Upper Macungie township, Pennsylvania	
5319. Salisbury township, Pennsylvania		

5379.	Whitehall township, Pennsylvania	5407.	Gurabo Municipio, Puerto Rico *	5434.	Añasco Municipio, Puerto Rico
5380.	Whitemarsh township, Pennsylvania	5408.	Hatillo Municipio, Puerto Rico *	5435.	Arroyo Municipio, Puerto Rico
5381.	Whitpain township, Pennsylvania	5409.	Humacao Municipio, Puerto Rico *	5436.	Barceloneta Municipio, Puerto Rico
5382.	Wilkinsburg borough, Pennsylvania	5410.	Isabela Municipio, Puerto Rico *	5437.	Barranquitas Municipio, Puerto Rico
5383.	Williamsport city, Pennsylvania	5411.	Juana Díaz Municipio, Puerto Rico *	5438.	Cataño Municipio, Puerto Rico
5384.	Willistown township, Pennsylvania	5412.	Juncos Municipio, Puerto Rico *	5439.	Ceiba Municipio, Puerto Rico
5385.	Windsor township, Pennsylvania	5413.	Las Piedras Municipio, Puerto Rico *	5440.	Ciales Municipio, Puerto Rico
5386.	Worcester township, Pennsylvania	5414.	Manatí Municipio, Puerto Rico *	5441.	Comerio Municipio, Puerto Rico
5387.	Wyoming County, Pennsylvania	5415.	Mayagüez Municipio, Puerto Rico *	5442.	Fajardo Municipio, Puerto Rico
5388.	Wyomissing borough, Pennsylvania	5416.	Moca Municipio, Puerto Rico *	5443.	Florida Municipio, Puerto Rico
5389.	Yeadon borough, Pennsylvania	5417.	Morovis Municipio, Puerto Rico *	5444.	Guánica Municipio, Puerto Rico
5390.	York township, Pennsylvania	5418.	Ponce Municipio, Puerto Rico *	5445.	Guayanilla Municipio, Puerto Rico
5391.	Aguada Municipio, Puerto Rico *	5419.	Río Grande Municipio, Puerto Rico *	5446.	Hormigueros Municipio, Puerto Rico
5392.	Aguadilla Municipio, Puerto Rico *	5420.	San Germán Municipio, Puerto Rico *	5447.	Jayuya Municipio, Puerto Rico
5393.	Arecibo Municipio, Puerto Rico *	5421.	San Juan Municipio, Puerto Rico *	5448.	Lajas Municipio, Puerto Rico
5394.	Bayamón Municipio, Puerto Rico *	5422.	San Lorenzo Municipio, Puerto Rico *	5449.	Lares Municipio, Puerto Rico
5395.	Cabo Rojo Municipio, Puerto Rico *	5423.	San Sebastián Municipio, Puerto Rico *	5450.	Loíza Municipio, Puerto Rico
5396.	Caguas Municipio, Puerto Rico *	5424.	Toa Alta Municipio, Puerto Rico *	5451.	Luquillo Municipio, Puerto Rico
5397.	Camuy Municipio, Puerto Rico *	5425.	Toa Baja Municipio, Puerto Rico *	5452.	Maunabo Municipio, Puerto Rico
5398.	Canóvanas Municipio, Puerto Rico *	5426.	Trujillo Alto Municipio, Puerto Rico *	5453.	Naguabo Municipio, Puerto Rico
5399.	Carolina Municipio, Puerto Rico *	5427.	Vega Alta Municipio, Puerto Rico *	5454.	Naranjito Municipio, Puerto Rico
5400.	Cayey Municipio, Puerto Rico *	5428.	Vega Baja Municipio, Puerto Rico *	5455.	Orocovis Municipio, Puerto Rico
5401.	Cidra Municipio, Puerto Rico *	5429.	Yabucoa Municipio, Puerto Rico *	5456.	Patillas Municipio, Puerto Rico
5402.	Coamo Municipio, Puerto Rico *	5430.	Yauco Municipio, Puerto Rico *	5457.	Peñuelas Municipio, Puerto Rico
5403.	Corozal Municipio, Puerto Rico *	5431.	Adjuntas Municipio, Puerto Rico	5458.	Quebradillas Municipio, Puerto Rico
5404.	Dorado Municipio, Puerto Rico *	5432.	Agua Buenas Municipio, Puerto Rico	5459.	Rincón Municipio, Puerto Rico
5405.	Guayama Municipio, Puerto Rico *	5433.	Aibonito Municipio, Puerto Rico	5460.	Sabana Grande Municipio, Puerto Rico
5406.	Guaynabo Municipio, Puerto Rico *			5461.	Salinas Municipio, Puerto Rico
				5462.	Santa Isabel Municipio, Puerto Rico
				5463.	Utua Municipio, Puerto Rico

5464.	Villalba Municipio, Puerto Rico	5499.	Berkeley County, South Carolina *	5527.	Mount Pleasant town, South Carolina *
5465.	Coventry town, Rhode Island *	5500.	Charleston city, South Carolina *	5528.	Myrtle Beach city, South Carolina *
5466.	Cranston city, Rhode Island *	5501.	Charleston County, South Carolina *	5529.	Newberry County, South Carolina *
5467.	Cumberland town, Rhode Island *	5502.	Cherokee County, South Carolina *	5530.	North Charleston city, South Carolina *
5468.	East Providence city, Rhode Island *	5503.	Chester County, South Carolina *	5531.	Oconee County, South Carolina *
5469.	North Providence town, Rhode Island *	5504.	Chesterfield County, South Carolina *	5532.	Orangeburg County, South Carolina *
5470.	Pawtucket city, Rhode Island *	5505.	Clarendon County, South Carolina *	5533.	Pickens County, South Carolina *
5471.	Providence city, Rhode Island *	5506.	Colleton County, South Carolina *	5534.	Richland County, South Carolina *
5472.	South Kingstown town, Rhode Island *	5507.	Columbia city, South Carolina *	5535.	Rock Hill city, South Carolina *
5473.	Warwick city, Rhode Island *	5508.	Darlington County, South Carolina *	5536.	Spartanburg city, South Carolina *
5474.	Woonsocket city, Rhode Island *	5509.	Dillon County, South Carolina *	5537.	Spartanburg County, South Carolina *
5475.	Barrington town, Rhode Island	5510.	Dorchester County, South Carolina *	5538.	Summerville town, South Carolina *
5476.	Bristol town, Rhode Island	5511.	Florence city, South Carolina *	5539.	Sumter city, South Carolina *
5477.	Burrillville town, Rhode Island	5512.	Florence County, South Carolina *	5540.	Sumter County, South Carolina *
5478.	Central Falls city, Rhode Island	5513.	Georgetown County, South Carolina *	5541.	Williamsburg County, South Carolina *
5479.	East Greenwich town, Rhode Island	5514.	Goose Creek city, South Carolina *	5542.	York County, South Carolina *
5480.	Glocester town, Rhode Island	5515.	Greenville city, South Carolina *	5543.	Abbeville County, South Carolina
5481.	Johnston town, Rhode Island	5516.	Greenville County, South Carolina *	5544.	Anderson city, South Carolina
5482.	Lincoln town, Rhode Island	5517.	Greenwood County, South Carolina *	5545.	Bamberg County, South Carolina
5483.	Middletown town, Rhode Island	5518.	Greer city, South Carolina *	5546.	Barnwell County, South Carolina
5484.	Narragansett town, Rhode Island	5519.	Hilton Head Island town, South Carolina *	5547.	Beaufort city, South Carolina
5485.	Newport city, Rhode Island	5520.	Horry County, South Carolina *	5548.	Bluffton town, South Carolina
5486.	North Kingstown town, Rhode Island	5521.	Jasper County, South Carolina *	5549.	Calhoun County, South Carolina
5487.	North Smithfield town, Rhode Island	5522.	Kershaw County, South Carolina *	5550.	Cayce city, South Carolina
5488.	Portsmouth town, Rhode Island	5523.	Lancaster County, South Carolina *	5551.	Clemson city, South Carolina
5489.	Scituate town, Rhode Island	5524.	Laurens County, South Carolina *	5552.	Conway city, South Carolina
5490.	Smithfield town, Rhode Island	5525.	Lexington County, South Carolina *	5553.	Easley city, South Carolina
5491.	Tiverton town, Rhode Island	5526.	Marion County, South Carolina *	5554.	Edgefield County, South Carolina
5492.	Warren town, Rhode Island			5555.	Fairfield County, South Carolina
5493.	West Warwick town, Rhode Island			5556.	Forest Acres city, South Carolina
5494.	Westerly town, Rhode Island			5557.	Fort Mill town, South Carolina
5495.	Aiken city, South Carolina *			5558.	Fountain Inn city, South Carolina
5496.	Aiken County, South Carolina *				
5497.	Anderson County, South Carolina *				
5498.	Beaufort County, South Carolina *				

5559.	Gaffney city, South Carolina	5594.	Codington County, South Dakota	5639.	Greene County, Tennessee *
5560.	Greenwood city, South Carolina	5595.	Davison County, South Dakota	5640.	Hamblen County, Tennessee *
5561.	Hampton County, South Carolina	5596.	Hughes County, South Dakota	5641.	Hamilton County, Tennessee *
5562.	Hanahan city, South Carolina	5597.	Huron city, South Dakota	5642.	Hawkins County, Tennessee *
5563.	Irmo town, South Carolina	5598.	Lake County, South Dakota	5643.	Hendersonville city, Tennessee *
5564.	James Island town, South Carolina	5599.	Lawrence County, South Dakota	5644.	Henry County, Tennessee *
5565.	Lee County, South Carolina	5600.	Meade County, South Dakota	5645.	Jackson city, Tennessee *
5566.	Lexington town, South Carolina	5601.	Mitchell city, South Dakota	5646.	Jefferson County, Tennessee *
5567.	Marlboro County, South Carolina	5602.	Oglala Lakota County, South Dakota	5647.	Johnson City city, Tennessee *
5568.	Mauldin city, South Carolina	5603.	Pierre city, South Dakota	5648.	Kingsport city, Tennessee *
5569.	Moncks Corner town, South Carolina	5604.	Roberts County, South Dakota	5649.	Knox County, Tennessee *
5570.	Newberry city, South Carolina	5605.	Spearfish city, South Dakota	5650.	Knoxville city, Tennessee *
5571.	North Augusta city, South Carolina	5606.	Todd County, South Dakota	5651.	La Vergne city, Tennessee *
5572.	North Myrtle Beach city, South Carolina	5607.	Union County, South Dakota	5652.	Lawrence County, Tennessee *
5573.	Orangeburg city, South Carolina	5608.	Vermillion city, South Dakota	5653.	Lebanon city, Tennessee *
5574.	Port Royal town, South Carolina	5609.	Watertown city, South Dakota	5654.	Lincoln County, Tennessee *
5575.	Saluda County, South Carolina	5610.	Yankton city, South Dakota	5655.	Loudon County, Tennessee *
5576.	Simpsonville city, South Carolina	5611.	Yankton County, South Dakota	5656.	Madison County, Tennessee *
5577.	Tega Cay city, South Carolina	5612.	Anderson County, Tennessee *	5657.	Marshall County, Tennessee *
5578.	Union County, South Carolina	5613.	Bartlett city, Tennessee *	5658.	Maury County, Tennessee *
5579.	West Columbia city, South Carolina	5614.	Bedford County, Tennessee *	5659.	McMinn County, Tennessee *
5580.	Brookings County, South Dakota *	5615.	Blount County, Tennessee *	5660.	Memphis city, Tennessee *
5581.	Brown County, South Dakota *	5616.	Bradley County, Tennessee *	5661.	Monroe County, Tennessee *
5582.	Lincoln County, South Dakota *	5617.	Brentwood city, Tennessee *	5662.	Montgomery County, Tennessee *
5583.	Minnehaha County, South Dakota *	5618.	Campbell County, Tennessee *	5663.	Morristown city, Tennessee *
5584.	Pennington County, South Dakota *	5619.	Carter County, Tennessee *	5664.	Mount Juliet city, Tennessee *
5585.	Rapid City city, South Dakota *	5620.	Chattanooga city, Tennessee *	5665.	Murfreesboro city, Tennessee *
5586.	Sioux Falls city, South Dakota *	5621.	Cheatham County, Tennessee *	5666.	Nashville-Davidson metropolitan government, Tennessee *
5587.	Aberdeen city, South Dakota	5622.	Claiborne County, Tennessee *	5667.	Obion County, Tennessee *
5588.	Beadle County, South Dakota	5623.	Clarksville city, Tennessee *	5668.	Putnam County, Tennessee *
5589.	Box Elder city, South Dakota	5624.	Cleveland city, Tennessee *	5669.	Rhea County, Tennessee *
5590.	Brandon city, South Dakota	5625.	Cocke County, Tennessee *	5670.	Roane County, Tennessee *
5591.	Brookings city, South Dakota	5626.	Coffee County, Tennessee *	5671.	Robertson County, Tennessee *
5592.	Butte County, South Dakota	5627.	Collierville town, Tennessee *	5672.	Rutherford County, Tennessee *
5593.	Clay County, South Dakota	5628.	Columbia city, Tennessee *	5673.	Sevier County, Tennessee *
		5629.	Cookeville city, Tennessee *	5674.	Shelby County, Tennessee *
		5630.	Cumberland County, Tennessee *	5675.	Smyrna town, Tennessee *
		5631.	Dickson County, Tennessee *	5676.	Spring Hill city, Tennessee *
		5632.	Dyer County, Tennessee *	5677.	Sullivan County, Tennessee *
		5633.	Fayette County, Tennessee *	5678.	Sumner County, Tennessee *
		5634.	Franklin city, Tennessee *	5679.	Tipton County, Tennessee *
		5635.	Franklin County, Tennessee *	5680.	Warren County, Tennessee *
		5636.	Gallatin city, Tennessee *	5681.	Washington County, Tennessee *
		5637.	Germantown city, Tennessee *	5682.	Weakley County, Tennessee *
		5638.	Gibson County, Tennessee *	5683.	Williamson County, Tennessee *

5684.	Wilson County, Tennessee *	5737.	Paris city, Tennessee	5792.	Comal County, Texas *
5685.	Arlington town, Tennessee	5738.	Polk County, Tennessee	5793.	Conroe city, Texas *
5686.	Athens city, Tennessee	5739.	Portland city, Tennessee	5794.	Cooke County, Texas *
5687.	Benton County, Tennessee	5740.	Red Bank city, Tennessee	5795.	Coppell city, Texas *
5688.	Bledsoe County, Tennessee	5741.	Scott County, Tennessee	5796.	Copperas Cove city, Texas *
5689.	Bristol city, Tennessee	5742.	Sequatchie County, Tennessee	5797.	Corpus Christi city, Texas *
5690.	Cannon County, Tennessee	5743.	Sevierville city, Tennessee	5798.	Coryell County, Texas *
5691.	Carroll County, Tennessee	5744.	Shelbyville city, Tennessee	5799.	Dallas city, Texas *
5692.	Chester County, Tennessee	5745.	Smith County, Tennessee	5800.	Dallas County, Texas *
5693.	Clinton city, Tennessee	5746.	Soddy-Daisy city, Tennessee	5801.	Deer Park city, Texas *
5694.	Collegedale city, Tennessee	5747.	Springfield city, Tennessee	5802.	Del Rio city, Texas *
5695.	Crockett County, Tennessee	5748.	Stewart County, Tennessee	5803.	Denton city, Texas *
5696.	Crossville city, Tennessee	5749.	Tulahoma city, Tennessee	5804.	Denton County, Texas *
5697.	Decatur County, Tennessee	5750.	Unicoi County, Tennessee	5805.	DeSoto city, Texas *
5698.	DeKalb County, Tennessee	5751.	Union City city, Tennessee	5806.	Duncanville city, Texas *
5699.	Dickson city, Tennessee	5752.	Union County, Tennessee	5807.	Ector County, Texas *
5700.	Dyersburg city, Tennessee	5753.	Wayne County, Tennessee	5808.	Edinburg city, Texas *
5701.	East Ridge city, Tennessee	5754.	White County, Tennessee	5809.	El Paso city, Texas *
5702.	Elizabethton city, Tennessee	5755.	White House city, Tennessee	5810.	El Paso County, Texas *
5703.	Farragut town, Tennessee	5756.	Abilene city, Texas *	5811.	Ellis County, Texas *
5704.	Fentress County, Tennessee	5757.	Allen city, Texas *	5812.	Erath County, Texas *
5705.	Giles County, Tennessee	5758.	Amarillo city, Texas *	5813.	Eules city, Texas *
5706.	Goodlettsville city, Tennessee	5759.	Anderson County, Texas *	5814.	Fannin County, Texas *
5707.	Grainger County, Tennessee	5760.	Angelina County, Texas *	5815.	Farmers Branch city, Texas *
5708.	Greeneville town, Tennessee	5761.	Arlington city, Texas *	5816.	Flower Mound town, Texas *
5709.	Grundy County, Tennessee	5762.	Atascosa County, Texas *	5817.	Fort Bend County, Texas *
5710.	Hardeman County, Tennessee	5763.	Austin city, Texas *	5818.	Fort Worth city, Texas *
5711.	Hardin County, Tennessee	5764.	Austin County, Texas *	5819.	Friendswood city, Texas *
5712.	Hartsville/Trousdale County, Tennessee	5765.	Bastrop County, Texas *	5820.	Frisco city, Texas *
5713.	Haywood County, Tennessee	5766.	Baytown city, Texas *	5821.	Galveston city, Texas *
5714.	Henderson County, Tennessee	5767.	Beaumont city, Texas *	5822.	Galveston County, Texas *
5715.	Hickman County, Tennessee	5768.	Bedford city, Texas *	5823.	Garland city, Texas *
5716.	Humphreys County, Tennessee	5769.	Bee County, Texas *	5824.	Georgetown city, Texas *
5717.	Jackson County, Tennessee	5770.	Bell County, Texas *	5825.	Grand Prairie city, Texas *
5718.	Johnson County, Tennessee	5771.	Bexar County, Texas *	5826.	Grapevine city, Texas *
5719.	Lakeland city, Tennessee	5772.	Bowie County, Texas *	5827.	Grayson County, Texas *
5720.	Lauderdale County, Tennessee	5773.	Brazoria County, Texas *	5828.	Gregg County, Texas *
5721.	Lawrenceburg city, Tennessee	5774.	Brazos County, Texas *	5829.	Guadalupe County, Texas *
5722.	Lewis County, Tennessee	5775.	Brown County, Texas *	5830.	Hale County, Texas *
5723.	Lewisburg city, Tennessee	5776.	Brownsville city, Texas *	5831.	Haltom City city, Texas *
5724.	Macon County, Tennessee	5777.	Bryan city, Texas *	5832.	Hardin County, Texas *
5725.	Manchester city, Tennessee	5778.	Burleson city, Texas *	5833.	Harker Heights city, Texas *
5726.	Marion County, Tennessee	5779.	Burnet County, Texas *	5834.	Harlingen city, Texas *
5727.	Martin city, Tennessee	5780.	Caldwell County, Texas *	5835.	Harris County, Texas *
5728.	Maryville city, Tennessee	5781.	Cameron County, Texas *	5836.	Harrison County, Texas *
5729.	McMinnville city, Tennessee	5782.	Carrollton city, Texas *	5837.	Hays County, Texas *
5730.	McNairy County, Tennessee	5783.	Cass County, Texas *	5838.	Henderson County, Texas *
5731.	Meigs County, Tennessee	5784.	Cedar Hill city, Texas *	5839.	Hidalgo County, Texas *
5732.	Millington city, Tennessee	5785.	Cedar Park city, Texas *	5840.	Hill County, Texas *
5733.	Morgan County, Tennessee	5786.	Chambers County, Texas *	5841.	Hood County, Texas *
5734.	Nolensville town, Tennessee	5787.	Cherokee County, Texas *	5842.	Hopkins County, Texas *
5735.	Oak Ridge city, Tennessee	5788.	Cibola city, Texas *	5843.	Houston city, Texas *
5736.	Overton County, Tennessee	5789.	Cleburne city, Texas *	5844.	Howard County, Texas *
		5790.	College Station city, Texas *	5845.	Hunt County, Texas *
		5791.	Collin County, Texas *	5846.	Huntsville city, Texas *

5847.	Hurst city, Texas *	5901.	Polk County, Texas *	5956.	Alamo city, Texas
5848.	Irving city, Texas *	5902.	Port Arthur city, Texas *	5957.	Alice city, Texas
5849.	Jasper County, Texas *	5903.	Potter County, Texas *	5958.	Alton city, Texas
5850.	Jefferson County, Texas *	5904.	Randall County, Texas *	5959.	Alvin city, Texas
5851.	Jim Wells County, Texas *	5905.	Richardson city, Texas *	5960.	Andrews city, Texas
5852.	Johnson County, Texas *	5906.	Rockwall city, Texas *	5961.	Andrews County, Texas
5853.	Kaufman County, Texas *	5907.	Rockwall County, Texas *	5962.	Angleton city, Texas
5854.	Keller city, Texas *	5908.	Rosenberg city, Texas *	5963.	Anna city, Texas
5855.	Kendall County, Texas *	5909.	Round Rock city, Texas *	5964.	Aranzas County, Texas
5856.	Kerr County, Texas *	5910.	Rowlett city, Texas *	5965.	Athens city, Texas
5857.	Killeen city, Texas *	5911.	Rusk County, Texas *	5966.	Azle city, Texas
5858.	Kleberg County, Texas *	5912.	San Angelo city, Texas *	5967.	Balch Springs city, Texas
5859.	Kyle city, Texas *	5913.	San Antonio city, Texas *	5968.	Bandera County, Texas
5860.	La Porte city, Texas *	5914.	San Juan city, Texas *	5969.	Bay City city, Texas
5861.	Lamar County, Texas *	5915.	San Marcos city, Texas *	5970.	Beeville city, Texas
5862.	Lancaster city, Texas *	5916.	San Patricio County, Texas *	5971.	Bellaire city, Texas
5863.	Laredo city, Texas *	5917.	Schertz city, Texas *	5972.	Bellmead city, Texas
5864.	League City city, Texas *	5918.	Sherman city, Texas *	5973.	Belton city, Texas
5865.	Leander city, Texas *	5919.	Smith County, Texas *	5974.	Benbrook city, Texas
5866.	Lewisville city, Texas *	5920.	Socorro city, Texas *	5975.	Big Spring city, Texas
5867.	Liberty County, Texas *	5921.	Southlake city, Texas *	5976.	Blanco County, Texas
5868.	Little Elm city, Texas *	5922.	Starr County, Texas *	5977.	Boerne city, Texas
5869.	Longview city, Texas *	5923.	Sugar Land city, Texas *	5978.	Bonham city, Texas
5870.	Lubbock city, Texas *	5924.	Tarrant County, Texas *	5979.	Borger city, Texas
5871.	Lubbock County, Texas *	5925.	Taylor County, Texas *	5980.	Bosque County, Texas
5872.	Lufkin city, Texas *	5926.	Temple city, Texas *	5981.	Brenham city, Texas
5873.	Mansfield city, Texas *	5927.	Texarkana city, Texas *	5982.	Brownwood city, Texas
5874.	Matagorda County, Texas *	5928.	Texas City city, Texas *	5983.	Buda city, Texas
5875.	Maverick County, Texas *	5929.	The Colony city, Texas *	5984.	Burkburnett city, Texas
5876.	McAllen city, Texas *	5930.	Titus County, Texas *	5985.	Burleson County, Texas
5877.	McKinney city, Texas *	5931.	Tom Green County, Texas *	5986.	Calhoun County, Texas
5878.	McLennan County, Texas *	5932.	Travis County, Texas *	5987.	Callahan County, Texas
5879.	Medina County, Texas *	5933.	Tyler city, Texas *	5988.	Camp County, Texas
5880.	Mesquite city, Texas *	5934.	Upshur County, Texas *	5989.	Canyon city, Texas
5881.	Midland city, Texas *	5935.	Val Verde County, Texas *	5990.	Celina city, Texas
5882.	Midland County, Texas *	5936.	Van Zandt County, Texas *	5991.	Clay County, Texas
5883.	Midlothian city, Texas *	5937.	Victoria city, Texas *	5992.	Clute city, Texas
5884.	Mission city, Texas *	5938.	Victoria County, Texas *	5993.	Colleyville city, Texas
5885.	Missouri City city, Texas *	5939.	Waco city, Texas *	5994.	Colorado County, Texas
5886.	Montgomery County, Texas *	5940.	Walker County, Texas *	5995.	Comanche County, Texas
5887.	Nacogdoches city, Texas *	5941.	Waller County, Texas *	5996.	Converse city, Texas
5888.	Nacogdoches County, Texas *	5942.	Washington County, Texas *	5997.	Corinth city, Texas
5889.	Navarro County, Texas *	5943.	Waxahachie city, Texas *	5998.	Corsicana city, Texas
5890.	New Braunfels city, Texas *	5944.	Weatherford city, Texas *	5999.	Crowley city, Texas
5891.	North Richland Hills city, Texas *	5945.	Webb County, Texas *	6000.	Dawson County, Texas
5892.	Nueces County, Texas *	5946.	Weslaco city, Texas *	6001.	Deaf Smith County, Texas
5893.	Odessa city, Texas *	5947.	Wharton County, Texas *	6002.	Denison city, Texas
5894.	Orange County, Texas *	5948.	Wichita County, Texas *	6003.	DeWitt County, Texas
5895.	Parker County, Texas *	5949.	Wichita Falls city, Texas *	6004.	Dickinson city, Texas
5896.	Pasadena city, Texas *	5950.	Williamson County, Texas *	6005.	Dimmit County, Texas
5897.	Pearland city, Texas *	5951.	Wilson County, Texas *	6006.	Donna city, Texas
5898.	Pflugerville city, Texas *	5952.	Wise County, Texas *	6007.	Dumas city, Texas
5899.	Pharr city, Texas *	5953.	Wood County, Texas *	6008.	Duval County, Texas
5900.	Plano city, Texas *	5954.	Wylie city, Texas *	6009.	Eagle Pass city, Texas
		5955.	Addison town, Texas	6010.	Eastland County, Texas

6011. El Campo city, Texas	6066. Leon County, Texas	6121. Sabine County, Texas
6012. Elgin city, Texas	6067. Leon Valley city, Texas	6122. Sachse city, Texas
6013. Ennis city, Texas	6068. Levelland city, Texas	6123. Saginaw city, Texas
6014. Fair Oaks Ranch city, Texas	6069. Limestone County, Texas	6124. San Benito city, Texas
6015. Falls County, Texas	6070. Live Oak city, Texas	6125. San Jacinto County, Texas
6016. Fate city, Texas	6071. Live Oak County, Texas	6126. Santa Fe city, Texas
6017. Fayette County, Texas	6072. Llano County, Texas	6127. Scurry County, Texas
6018. Forest Hill city, Texas	6073. Lockhart city, Texas	6128. Seabrook city, Texas
6019. Forney city, Texas	6074. Lumberton city, Texas	6129. Seagoville city, Texas
6020. Franklin County, Texas	6075. Madison County, Texas	6130. Seguin city, Texas
6021. Fredericksburg city, Texas	6076. Manor city, Texas	6131. Selma city, Texas
6022. Freeport city, Texas	6077. Manvel city, Texas	6132. Shelby County, Texas
6023. Freestone County, Texas	6078. Marshall city, Texas	6133. Snyder city, Texas
6024. Frio County, Texas	6079. Melissa city, Texas	6134. South Houston city, Texas
6025. Fulshear city, Texas	6080. Mercedes city, Texas	6135. Stafford city, Texas
6026. Gaines County, Texas	6081. Milam County, Texas	6136. Stephenville city, Texas
6027. Gainesville city, Texas	6082. Mineral Wells city, Texas	6137. Sulphur Springs city, Texas
6028. Galena Park city, Texas	6083. Montague County, Texas	6138. Sweetwater city, Texas
6029. Gatesville city, Texas	6084. Moore County, Texas	6139. Taylor city, Texas
6030. Gillespie County, Texas	6085. Morris County, Texas	6140. Terrell city, Texas
6031. Glenn Heights city, Texas	6086. Mount Pleasant city, Texas	6141. Terry County, Texas
6032. Gonzales County, Texas	6087. Murphy city, Texas	6142. Tomball city, Texas
6033. Granbury city, Texas	6088. Nederland city, Texas	6143. Trinity County, Texas
6034. Gray County, Texas	6089. Newton County, Texas	6144. Trophy Club town, Texas
6035. Greenville city, Texas	6090. Nolan County, Texas	6145. Tyler County, Texas
6036. Grimes County, Texas	6091. Orange city, Texas	6146. Universal City city, Texas
6037. Groves city, Texas	6092. Palestine city, Texas	6147. University Park city, Texas
6038. Henderson city, Texas	6093. Palo Pinto County, Texas	6148. Uvalde city, Texas
6039. Hereford city, Texas	6094. Pampa city, Texas	6149. Uvalde County, Texas
6040. Hewitt city, Texas	6095. Panola County, Texas	6150. Vernon city, Texas
6041. Hidalgo city, Texas	6096. Paris city, Texas	6151. Vidor city, Texas
6042. Highland Village city, Texas	6097. Pearsall city, Texas	6152. Ward County, Texas
6043. Hockley County, Texas	6098. Pecos city, Texas	6153. Watauga city, Texas
6044. Horizon City city, Texas	6099. Pecos County, Texas	6154. Webster city, Texas
6045. Houston County, Texas	6100. Plainview city, Texas	6155. West University Place city, Texas
6046. Humble city, Texas	6101. Pleasanton city, Texas	
6047. Hutchinson County, Texas	6102. Port Lavaca city, Texas	6156. White Settlement city, Texas
6048. Hutto city, Texas	6103. Port Neches city, Texas	6157. Wilbarger County, Texas
6049. Ingleside city, Texas	6104. Portland city, Texas	6158. Willacy County, Texas
6050. Jacinto City city, Texas	6105. Princeton city, Texas	6159. Young County, Texas
6051. Jackson County, Texas	6106. Prosper town, Texas	6160. Zapata County, Texas
6052. Jacksonville city, Texas	6107. Rains County, Texas	6161. Zavala County, Texas
6053. Jones County, Texas	6108. Raymondville city, Texas	6162. American Fork city, Utah *
6054. Karnes County, Texas	6109. Red Oak city, Texas	6163. Bountiful city, Utah *
6055. Katy city, Texas	6110. Red River County, Texas	6164. Box Elder County, Utah *
6056. Kerrville city, Texas	6111. Reeves County, Texas	6165. Cache County, Utah *
6057. Kilgore city, Texas	6112. Richmond city, Texas	6166. Cedar City city, Utah *
6058. Kingsville city, Texas	6113. Rio Grande City city, Texas	6167. Clearfield city, Utah *
6059. La Marque city, Texas	6114. Robertson County, Texas	6168. Cottonwood Heights city, Utah *
6060. Lake Jackson city, Texas	6115. Robinson city, Texas	
6061. Lakeway city, Texas	6116. Robstown city, Texas	6169. Davis County, Utah *
6062. Lamb County, Texas	6117. Rockport city, Texas	6170. Draper city, Utah *
6063. Lampasas County, Texas	6118. Roma city, Texas	6171. Eagle Mountain city, Utah *
6064. Lavaca County, Texas	6119. Royse City city, Texas	6172. Herriman city, Utah *
6065. Lee County, Texas	6120. Runnels County, Texas	6173. Holladay city, Utah *

6174.	Iron County, Utah *	6228.	Millard County, Utah	6279.	Caroline County, Virginia *
6175.	Kaysville city, Utah *	6229.	Morgan County, Utah	6280.	Charlottesville city, Virginia *
6176.	Kearns metro township, Utah *	6230.	North Logan city, Utah	6281.	Chesapeake city, Virginia *
6177.	Layton city, Utah *	6231.	North Ogden city, Utah	6282.	Chesterfield County, Virginia *
6178.	Lehi city, Utah *	6232.	North Salt Lake city, Utah	6283.	Culpeper County, Virginia *
6179.	Logan city, Utah *	6233.	Payson city, Utah	6284.	Danville city, Virginia *
6180.	Midvale city, Utah *	6234.	Pleasant View city, Utah	6285.	Fairfax County, Virginia *
6181.	Millcreek city, Utah *	6235.	San Juan County, Utah	6286.	Fauquier County, Virginia *
6182.	Murray city, Utah *	6236.	Santaquin city, Utah	6287.	Franklin County, Virginia *
6183.	Ogden city, Utah *	6237.	Sevier County, Utah	6288.	Frederick County, Virginia *
6184.	Orem city, Utah *	6238.	Smithfield city, Utah	6289.	Gloucester County, Virginia *
6185.	Pleasant Grove city, Utah *	6239.	South Ogden city, Utah	6290.	Halifax County, Virginia *
6186.	Provo city, Utah *	6240.	South Salt Lake city, Utah	6291.	Hampton city, Virginia *
6187.	Riverton city, Utah *	6241.	Vernal city, Utah	6292.	Hanover County, Virginia *
6188.	Roy city, Utah *	6242.	Vineyard town, Utah	6293.	Harrisonburg city, Virginia *
6189.	Salt Lake City city, Utah *	6243.	Washington city, Utah	6294.	Henrico County, Virginia *
6190.	Salt Lake County, Utah *	6244.	West Haven city, Utah	6295.	Henry County, Virginia *
6191.	Sandy city, Utah *	6245.	West Point city, Utah	6296.	Isle of Wight County, Virginia *
6192.	Sanpete County, Utah *	6246.	Woods Cross city, Utah	6297.	James City County, Virginia *
6193.	Saratoga Springs city, Utah *	6247.	Addison County, Vermont *	6298.	Leesburg town, Virginia *
6194.	South Jordan city, Utah *	6248.	Bennington County, Vermont *	6299.	Loudoun County, Virginia *
6195.	Spanish Fork city, Utah *	6249.	Burlington city, Vermont *	6300.	Louisa County, Virginia *
6196.	Springville city, Utah *	6250.	Chittenden County, Vermont *	6301.	Lynchburg city, Virginia *
6197.	St. George city, Utah *	6251.	Franklin County, Vermont *	6302.	Manassas city, Virginia *
6198.	Summit County, Utah *	6252.	Rutland County, Vermont *	6303.	Mecklenburg County, Virginia *
6199.	Syracuse city, Utah *	6253.	Washington County, Vermont *	6304.	Montgomery County, Virginia *
6200.	Taylorsville city, Utah *	6254.	Windham County, Vermont *	6305.	Newport News city, Virginia *
6201.	Tooele city, Utah *	6255.	Windsor County, Vermont *	6306.	Norfolk city, Virginia *
6202.	Tooele County, Utah *	6256.	Bennington town, Vermont	6307.	Orange County, Virginia *
6203.	Uintah County, Utah *	6257.	Brattleboro town, Vermont	6308.	Petersburg city, Virginia *
6204.	Utah County, Utah *	6258.	Caledonia County, Vermont	6309.	Pittsylvania County, Virginia *
6205.	Wasatch County, Utah *	6259.	Colchester town, Vermont	6310.	Portsmouth city, Virginia *
6206.	Washington County, Utah *	6260.	Essex Junction village, Vermont	6311.	Prince George County, Virginia *
6207.	Weber County, Utah *	6261.	Essex town, Vermont	6312.	Prince William County, Virginia *
6208.	West Jordan city, Utah *	6262.	Lamoille County, Vermont	6313.	Pulaski County, Virginia *
6209.	West Valley City city, Utah *	6263.	Milton town, Vermont	6314.	Richmond city, Virginia *
6210.	Alpine city, Utah	6264.	Orange County, Vermont	6315.	Roanoke city, Virginia *
6211.	Bluffdale city, Utah	6265.	Orleans County, Vermont	6316.	Roanoke County, Virginia *
6212.	Brigham City city, Utah	6266.	Rutland city, Vermont	6317.	Rockingham County, Virginia *
6213.	Carbon County, Utah	6267.	South Burlington city, Vermont	6318.	Shenandoah County, Virginia *
6214.	Cedar Hills city, Utah	6268.	Williston town, Vermont	6319.	Smyth County, Virginia *
6215.	Centerville city, Utah	6269.	Accomack County, Virginia *	6320.	Spotsylvania County, Virginia *
6216.	Clinton city, Utah	6270.	Albemarle County, Virginia *	6321.	Stafford County, Virginia *
6217.	Duchesne County, Utah	6271.	Alexandria city, Virginia *	6322.	Suffolk city, Virginia *
6218.	Emery County, Utah	6272.	Amherst County, Virginia *	6323.	Tazewell County, Virginia *
6219.	Farmington city, Utah	6273.	Arlington County, Virginia *		
6220.	Grantsville city, Utah	6274.	Augusta County, Virginia *		
6221.	Heber city, Utah	6275.	Bedford County, Virginia *		
6222.	Highland city, Utah	6276.	Blacksburg town, Virginia *		
6223.	Hurricane city, Utah	6277.	Botetourt County, Virginia *		
6224.	Juab County, Utah	6278.	Campbell County, Virginia *		
6225.	Lindon city, Utah				
6226.	Magna metro township, Utah				
6227.	Mapleton city, Utah				

6324. Virginia Beach city, Virginia *	6376. Prince Edward County, Virginia	6422. Lake Stevens city, Washington *
6325. Warren County, Virginia *	6377. Purcellville town, Virginia	6423. Lakewood city, Washington *
6326. Washington County, Virginia *	6378. Radford city, Virginia	6424. Lewis County, Washington *
6327. Wise County, Virginia *	6379. Rockbridge County, Virginia	6425. Longview city, Washington *
6328. York County, Virginia *	6380. Russell County, Virginia	6426. Lynnwood city, Washington *
6329. Alleghany County, Virginia	6381. Salem city, Virginia	6427. Marysville city, Washington *
6330. Amelia County, Virginia	6382. Scott County, Virginia	6428. Mason County, Washington *
6331. Appomattox County, Virginia	6383. Southampton County, Virginia	6429. Mount Vernon city, Washington *
6332. Bristol city, Virginia	6384. Staunton city, Virginia	6430. Okanogan County, Washington *
6333. Brunswick County, Virginia	6385. Sussex County, Virginia	6431. Olympia city, Washington *
6334. Buchanan County, Virginia	6386. Vienna town, Virginia	6432. Pasco city, Washington *
6335. Buckingham County, Virginia	6387. Warrenton town, Virginia	6433. Pierce County, Washington *
6336. Carroll County, Virginia	6388. Waynesboro city, Virginia	6434. Pullman city, Washington *
6337. Charlotte County, Virginia	6389. Westmoreland County, Virginia	6435. Puyallup city, Washington *
6338. Christiansburg town, Virginia	6390. Williamsburg city, Virginia	6436. Redmond city, Washington *
6339. Clarke County, Virginia	6391. Winchester city, Virginia	6437. Renton city, Washington *
6340. Colonial Heights city, Virginia	6392. Wythe County, Virginia	6438. Richland city, Washington *
6341. Culpeper town, Virginia	6393. Auburn city, Washington *	6439. Sammamish city, Washington *
6342. Dickenson County, Virginia	6394. Bellevue city, Washington *	6440. Seattle city, Washington *
6343. Dinwiddie County, Virginia	6395. Bellingham city, Washington *	6441. Shoreline city, Washington *
6344. Essex County, Virginia	6396. Benton County, Washington *	6442. Skagit County, Washington *
6345. Fairfax city, Virginia	6397. Bothell city, Washington *	6443. Snohomish County, Washington *
6346. Falls Church city, Virginia	6398. Bremerton city, Washington *	6444. Spokane city, Washington *
6347. Floyd County, Virginia	6399. Burien city, Washington *	6445. Spokane County, Washington *
6348. Fluvanna County, Virginia	6400. Chelan County, Washington *	6446. Spokane Valley city, Washington *
6349. Fredericksburg city, Virginia	6401. Clallam County, Washington *	6447. Stevens County, Washington *
6350. Front Royal town, Virginia	6402. Clark County, Washington *	6448. Tacoma city, Washington *
6351. Giles County, Virginia	6403. Cowlitz County, Washington *	6449. Thurston County, Washington *
6352. Goochland County, Virginia	6404. Des Moines city, Washington *	6450. University Place city, Washington *
6353. Grayson County, Virginia	6405. Douglas County, Washington *	6451. Vancouver city, Washington *
6354. Greene County, Virginia	6406. Edmonds city, Washington *	6452. Walla Walla city, Washington *
6355. Greensville County, Virginia	6407. Everett city, Washington *	6453. Walla Walla County, Washington *
6356. Herndon town, Virginia	6408. Federal Way city, Washington *	6454. Wenatchee city, Washington *
6357. Hopewell city, Virginia	6409. Franklin County, Washington *	6455. Whatcom County, Washington *
6358. King George County, Virginia	6410. Grant County, Washington *	6456. Whitman County, Washington *
6359. King William County, Virginia	6411. Grays Harbor County, Washington *	6457. Yakima city, Washington *
6360. Lancaster County, Virginia	6412. Island County, Washington *	6458. Yakima County, Washington *
6361. Lee County, Virginia	6413. Issaquah city, Washington *	6459. Aberdeen city, Washington
6362. Lunenburg County, Virginia	6414. Jefferson County, Washington *	6460. Adams County, Washington
6363. Madison County, Virginia	6415. Kennewick city, Washington *	6461. Anacortes city, Washington
6364. Manassas Park city, Virginia	6416. Kent city, Washington *	6462. Arlington city, Washington
6365. Martinsville city, Virginia	6417. King County, Washington *	6463. Asotin County, Washington
6366. Middlesex County, Virginia	6418. Kirkland city, Washington *	
6367. Nelson County, Virginia	6419. Kitsap County, Washington *	
6368. New Kent County, Virginia	6420. Kittitas County, Washington *	
6369. Northampton County, Virginia	6421. Lacey city, Washington *	
6370. Northumberland County, Virginia		
6371. Nottoway County, Virginia		
6372. Page County, Virginia		
6373. Patrick County, Virginia		
6374. Poquoson city, Virginia		
6375. Powhatan County, Virginia		

6464. Bainbridge Island city, Washington	6510. Tumwater city, Washington	6554. Oconto County, Wisconsin *
6465. Battle Ground city, Washington	6511. Washougal city, Washington	6555. Oneida County, Wisconsin *
6466. Bonney Lake city, Washington	6512. West Richland city, Washington	6556. Oshkosh city, Wisconsin *
6467. Camas city, Washington	6513. Woodinville city, Washington	6557. Outagamie County, Wisconsin *
6468. Centralia city, Washington	6514. Appleton city, Wisconsin *	6558. Ozaukee County, Wisconsin *
6469. Cheney city, Washington	6515. Barron County, Wisconsin *	6559. Pierce County, Wisconsin *
6470. Covington city, Washington	6516. Beloit city, Wisconsin *	6560. Polk County, Wisconsin *
6471. East Wenatchee city, Washington	6517. Brookfield city, Wisconsin *	6561. Portage County, Wisconsin *
6472. Edgewood city, Washington	6518. Brown County, Wisconsin *	6562. Racine city, Wisconsin *
6473. Ellensburg city, Washington	6519. Calumet County, Wisconsin *	6563. Racine County, Wisconsin *
6474. Enumclaw city, Washington	6520. Chippewa County, Wisconsin *	6564. Rock County, Wisconsin *
6475. Ferndale city, Washington	6521. Clark County, Wisconsin *	6565. Sauk County, Wisconsin *
6476. Fife city, Washington	6522. Columbia County, Wisconsin *	6566. Shawano County, Wisconsin *
6477. Gig Harbor city, Washington	6523. Dane County, Wisconsin *	6567. Sheboygan city, Wisconsin *
6478. Grandview city, Washington	6524. Dodge County, Wisconsin *	6568. Sheboygan County, Wisconsin *
6479. Kelso city, Washington	6525. Douglas County, Wisconsin *	6569. St. Croix County, Wisconsin *
6480. Kenmore city, Washington	6526. Dunn County, Wisconsin *	6570. Sun Prairie city, Wisconsin *
6481. Klickitat County, Washington	6527. Eau Claire city, Wisconsin *	6571. Vernon County, Wisconsin *
6482. Lake Forest Park city, Washington	6528. Eau Claire County, Wisconsin *	6572. Walworth County, Wisconsin *
6483. Liberty Lake city, Washington	6529. Fitchburg city, Wisconsin *	6573. Washington County, Wisconsin *
6484. Lincoln County, Washington	6530. Fond du Lac city, Wisconsin *	6574. Waukesha city, Wisconsin *
6485. Lynden city, Washington	6531. Fond du Lac County, Wisconsin *	6575. Waukesha County, Wisconsin *
6486. Maple Valley city, Washington	6532. Franklin city, Wisconsin *	6576. Waupaca County, Wisconsin *
6487. Mercer Island city, Washington	6533. Grant County, Wisconsin *	6577. Wausau city, Wisconsin *
6488. Mill Creek city, Washington	6534. Green Bay city, Wisconsin *	6578. Wauwatosa city, Wisconsin *
6489. Monroe city, Washington	6535. Green County, Wisconsin *	6579. West Allis city, Wisconsin *
6490. Moses Lake city, Washington	6536. Greenfield city, Wisconsin *	6580. West Bend city, Wisconsin *
6491. Mountlake Terrace city, Washington	6537. Janesville city, Wisconsin *	6581. Winnebago County, Wisconsin *
6492. Mukilteo city, Washington	6538. Jefferson County, Wisconsin *	6582. Wood County, Wisconsin *
6493. Newcastle city, Washington	6539. Kenosha city, Wisconsin *	6583. Adams County, Wisconsin
6494. Oak Harbor city, Washington	6540. Kenosha County, Wisconsin *	6584. Allouez village, Wisconsin
6495. Pacific County, Washington	6541. La Crosse city, Wisconsin *	6585. Ashland County, Wisconsin
6496. Pend Oreille County, Washington	6542. La Crosse County, Wisconsin *	6586. Ashwaubenon village, Wisconsin
6497. Port Angeles city, Washington	6543. Madison city, Wisconsin *	6587. Baraboo city, Wisconsin
6498. Port Orchard city, Washington	6544. Manitowoc city, Wisconsin *	6588. Bayfield County, Wisconsin
6499. Poulsbo city, Washington	6545. Manitowoc County, Wisconsin *	6589. Beaver Dam city, Wisconsin
6500. San Juan County, Washington	6546. Marathon County, Wisconsin *	6590. Bellevue village, Wisconsin
6501. SeaTac city, Washington	6547. Marinette County, Wisconsin *	6591. Brown Deer village, Wisconsin
6502. Sedro-Woolley city, Washington	6548. Menomonee Falls village, Wisconsin *	6592. Buffalo County, Wisconsin
6503. Shelton city, Washington	6549. Milwaukee city, Wisconsin *	6593. Burlington city, Wisconsin
6504. Skamania County, Washington	6550. Milwaukee County, Wisconsin *	6594. Burnett County, Wisconsin
6505. Snohomish city, Washington	6551. Monroe County, Wisconsin *	6595. Caledonia village, Wisconsin
6506. Snoqualmie city, Washington	6552. New Berlin city, Wisconsin *	6596. Cedarburg city, Wisconsin
6507. Sumner city, Washington	6553. Oak Creek city, Wisconsin *	6597. Chippewa Falls city, Wisconsin
6508. Sunnyside city, Washington		6598. Crawford County, Wisconsin
6509. Tukwila city, Washington		6599. Cudahy city, Wisconsin

6600. De Pere city, Wisconsin	6648. Portage city, Wisconsin	6697. Riverton city, Wyoming
6601. DeForest village, Wisconsin	6649. Price County, Wisconsin	6698. Rock Springs city, Wyoming
6602. Door County, Wisconsin	6650. Richfield village, Wisconsin	6699. Sheridan city, Wyoming
6603. Elkhorn city, Wisconsin	6651. Richland County, Wisconsin	6700. Teton County, Wyoming
6604. Fort Atkinson city, Wisconsin	6652. River Falls city, Wisconsin	6701. Uinta County, Wyoming
6605. Fox Crossing village, Wisconsin	6653. Rusk County, Wisconsin	
6606. Germantown village, Wisconsin	6654. Salem Lakes village, Wisconsin	
6607. Glendale city, Wisconsin	6655. Sawyer County, Wisconsin	
6608. Grafton village, Wisconsin	6656. Shorewood village, Wisconsin	
6609. Grand Chute town, Wisconsin	6657. South Milwaukee city, Wisconsin	
6610. Green Lake County, Wisconsin	6658. Stevens Point city, Wisconsin	
6611. Greendale village, Wisconsin	6659. Stoughton city, Wisconsin	
6612. Greenville town, Wisconsin	6660. Suamico village, Wisconsin	
6613. Harrison village, Wisconsin	6661. Superior city, Wisconsin	
6614. Hartford city, Wisconsin	6662. Sussex village, Wisconsin	
6615. Hobart village, Wisconsin	6663. Taylor County, Wisconsin	
6616. Holmen village, Wisconsin	6664. Trempealeau County, Wisconsin	
6617. Howard village, Wisconsin	6665. Two Rivers city, Wisconsin	
6618. Hudson city, Wisconsin	6666. Verona city, Wisconsin	
6619. Iowa County, Wisconsin	6667. Vilas County, Wisconsin	
6620. Jackson County, Wisconsin	6668. Washburn County, Wisconsin	
6621. Juneau County, Wisconsin	6669. Watertown city, Wisconsin	
6622. Kaukauna city, Wisconsin	6670. Waunakee village, Wisconsin	
6623. Kewaunee County, Wisconsin	6671. Waupun city, Wisconsin	
6624. Lafayette County, Wisconsin	6672. Waushara County, Wisconsin	
6625. Langlade County, Wisconsin	6673. Weston village, Wisconsin	
6626. Lincoln County, Wisconsin	6674. Whitefish Bay village, Wisconsin	
6627. Lisbon town, Wisconsin	6675. Whitewater city, Wisconsin	
6628. Little Chute village, Wisconsin	6676. Wisconsin Rapids city, Wisconsin	
6629. Marinette city, Wisconsin	6677. Albany County, Wyoming *	
6630. Marquette County, Wisconsin	6678. Campbell County, Wyoming *	
6631. Marshfield city, Wisconsin	6679. Casper city, Wyoming *	
6632. Menasha city, Wisconsin	6680. Cheyenne city, Wyoming *	
6633. Menomonie city, Wisconsin	6681. Fremont County, Wyoming *	
6634. Mequon city, Wisconsin	6682. Gillette city, Wyoming *	
6635. Middleton city, Wisconsin	6683. Laramie city, Wyoming *	
6636. Monroe city, Wisconsin	6684. Laramie County, Wyoming *	
6637. Mount Pleasant village, Wisconsin	6685. Natrona County, Wyoming *	
6638. Muskego city, Wisconsin	6686. Sheridan County, Wyoming *	
6639. Neenah city, Wisconsin	6687. Sweetwater County, Wyoming *	
6640. Oconomowoc city, Wisconsin	6688. Big Horn County, Wyoming	
6641. Onalaska city, Wisconsin	6689. Carbon County, Wyoming	
6642. Oregon village, Wisconsin	6690. Converse County, Wyoming	
6643. Pewaukee city, Wisconsin	6691. Evanston city, Wyoming	
6644. Platteville city, Wisconsin	6692. Goshen County, Wyoming	
6645. Pleasant Prairie village, Wisconsin	6693. Green River city, Wyoming	
6646. Plover village, Wisconsin	6694. Jackson town, Wyoming	
6647. Port Washington city, Wisconsin	6695. Lincoln County, Wyoming	
	6696. Park County, Wyoming	

EXHIBIT J

Settling Distributors' Subsidiaries, Joint Ventures, and Predecessor Entities

ABC

1. A.T. Pharma Consultancy FZC
2. AB Eurco Ltd
3. AB Financing, LLC
4. AB Finco Ltd
5. AB Nokco Ltd
6. AB Singapore Investments Pte. Ltd.
7. AB Specialty Solutions, LLC
8. ABBP International Company
9. ABSG Canada Holdings, Inc.
10. Access M.D. Inc.
11. AERO LINK Courier GmbH
12. Agri-Laboratories, LTD
13. Agstrata, LLC
14. AH Schweiz GmbH
15. AH UK Holdco 1 Limited
16. Alcura France
17. Alcura Health España, S.A.
18. Alcura UK Limited
19. Alliance Boots BV
20. Alliance Boots Schweiz Investments GmbH
21. Alliance Health Services, Inc.
22. Alliance Healthcare (Distribution) Limited
23. Alliance Healthcare Acores (f/k/a Proconfar, S.A.)
24. Alliance Healthcare Ecza Deposu Anonim Şirketi
25. Alliance Healthcare España Holdings, S.L.
26. Alliance Healthcare España S.A.
27. Alliance Healthcare France SA
28. Alliance Healthcare Group France SA
29. Alliance Healthcare Management Services (Nederland) B.V.
30. Alliance Healthcare Management Services Limited
31. Alliance Healthcare Nederland B.V.
32. Alliance Healthcare Norge AS
33. Alliance Healthcare Participações SGPS, unipessoal, Lda.
34. Alliance Healthcare Répartition
35. Alliance Healthcare Romania SRL
36. Alliance Healthcare S.A.
37. Alliance Healthcare s.r.o.
38. Alliance Healthcare s.r.o. Slovakia Branch
39. Alliance Healthcare Services France (f/k/a Alliance Healthcare Formation SAS)
40. Alliance Healthcare Technology Services Limited
41. Alliance Healthcare Turkey Holding A.S.
42. Alliance Healthcare Yatirim Holding Anonim Şirketi
43. Alliance Home Health Care, Inc.
44. Alliance UniChem IP Limited
45. Alloga (Nederland) B.V.
46. Alloga France SAS
47. Alloga Logifarma, S.A.
48. Alloga Logistica (España) S.L.
49. ALLOGA LOGISTICS ROMANIA SRL
50. Alloga Portugal - Armazenagem e Distribuicao Farmaceutica, Lda
51. Alloga UK Limited
52. AllyDVM, Inc.
53. Almus Farmaceutica, S.A.
54. Almus France
55. Almus Pharmaceuticals Limited
56. Almus, Lda.
57. Alphega SA
58. Ambulatory Pharmaceutical Services, Inc.
59. American Medical Distributors, Inc.
60. American Oncology Network, LLC
61. Amerisource Health Services Corporation
62. Amerisource Health Services, LLC
63. Amerisource Health Services, LLC d/b/a American Health Packaging
64. Amerisource Heritage Corporation
65. AmeriSource Heritage LLC
66. Amerisource Receivables Financial Corporation
67. Amerisource Sales Corporation
68. AmerisourceBergen Associate Assistance Fund
69. AmerisourceBergen BC, ULC
70. AmerisourceBergen Canada Corporation
71. AmerisourceBergen Canada GP LLC
72. AmerisourceBergen Canada GP, LLC
73. AmerisourceBergen Canada Holdings LP
74. AmerisourceBergen Consulting Services, Inc.

75. AmerisourceBergen Consulting Services, LLC
76. AmerisourceBergen Corporation
77. AmerisourceBergen Drug Corporation
78. AmerisourceBergen Foundation
79. AmerisourceBergen Global Holdings GmbH
80. AmerisourceBergen Global Investments S.a.r.l.
81. AmerisourceBergen Global Manufacturer Services GmbH
82. AmerisourceBergen Group GmbH
83. AmerisourceBergen Holding Corporation
84. AmerisourceBergen Integrated Services Offering, LLC
85. AmerisourceBergen International Holdings Inc.
86. AmerisourceBergen International Investments, LLC
87. AmerisourceBergen Luxembourg s.a.r.l.
88. AmerisourceBergen Services Corporation
89. AmerisourceBergen Sourcing, LLC
90. AmerisourceBergen Specialty Group Canada Corporation
91. AmerisourceBergen Specialty Group Canada Holdings, Inc.
92. AmerisourceBergen Specialty Group, Inc.
93. AmerisourceBergen Specialty Group, LLC
94. AmerisourceBergen Swiss Holdings GmbH
95. AmerisourceBergen Switzerland GmbH
96. AmerisourceBergen UK Holdings Ltd
97. Anderson Packaging, Inc.
98. AndersonBrecon Inc.
99. Animal Prescriptions Limited
100. Animalytix LLC
101. Apluspharma Ltd
102. Apotheek Hagi B.V.
103. Apotheek Lichtenvoorde B.V.
104. APS Acquisitions Corporation
105. APS Enterprises Holding Company, Inc.
106. Armila UAB
107. ASD Hemophilia Management, LLC
108. ASD Hemophilia Program, L.P.
109. ASD Specialty Healthcare, Inc.
110. ASD Specialty Healthcare, LLC
111. ASD Specialty Healthcare, LLC d/b/a ASD Healthcare
112. ASD Specialty Healthcare, LLC d/b/a Besse Medical
113. ASD Specialty Healthcare, LLC d/b/a Oncology Supply
114. Automed Technologies (Canada) Inc.
115. Automed Technologies (Canada) ULC
116. Automed Technologies, Inc.
117. BBC Laboratories
118. BBC Operating Sub, Inc.
119. BBC Packing Corporation
120. BBC Special Packaging, Inc.
121. BBC Transportation Co.
122. Beachcourse Limited
123. Bellco Drug Corp.
124. Bellco Health Corp.
125. Bergen Brunswick Corporation
126. Bergen Brunswick Drug Company
127. Bergen Brunswick Realty Services, Inc.
128. Bermuda Equity Holdings, Ltd.
129. Beverly Acquisition Corporation
130. Blue Hill II, Inc.
131. Blue Hill, Inc.
132. BluePoint Intellectual Property, LLC
133. Boots Nederland B.V.
134. Boots Norge AS
135. BP Pharmaceuticals Laboratories Unlimited Company
136. BPL Brasil Participacoes Ltda.
137. BPL Brazil Holding Company s.a.r.l.
138. BPL Brazil, LLC
139. BPL Group, LLC
140. BPL Pharmaceuticals Holding Unlimited Company
141. BPLH Ireland Company Dublin, Zug Branch
142. BPLH Ireland Unlimited Company
143. Brecon Holdings Limited
144. Brecon Pharmaceuticals Holdings Limited
145. Brecon Pharmaceuticals Limited
146. Bridge Medical, Inc.
147. Brownstone Pharmacy, Inc.
148. Bruin Acquisition Corp.
149. Burt's Pharmacy, LLC
150. Cameron Stewart Lifescience Canada Inc.
151. Cannes RJ Participacoes S.A.
152. Capstone Med, Inc.
153. Capstone Pharmacy of Delaware, Inc.
154. CDRF Parent LLC
155. CDRF Parent, Inc.
156. Centaur Services Limited
157. Centro Farmaceutico Asturiano, SA
158. Century Advertising Inc.
159. Chapin Drug Company
160. Choice Medical, Inc.
161. Clinical Outcomes Resource Application Corporation
162. Clinical Outcomes Resource Application, Inc.

163. CliniCare Concepts, Inc.
164. ClinPharm, L.L.C.
165. Committed Provider Services, LLC
166. Compuscript, Inc.
167. Computran Systems, Inc.
168. Corrections Pharmacies Licensing Company, L.L.C.
169. Corrections Pharmacies of California, LP
170. Corrections Pharmacies of Hawaii, LP
171. Corrections Pharmacies, L.L.C.
172. Cubex, LLC
173. Datapharm Sarl
174. DD Wholesale, Inc.
175. Dialysis Purchasing Alliance, Inc.
176. Directlog
177. Documedics Acquisition Co., Inc.
178. Drug Service, Inc.
179. Dunnington Drug, Inc.
180. Dunnington RX Services of Massachusetts, Inc.
181. Dunnington RX Services of Rhode Island, Inc.
182. Durr-Fillauer Medical, Inc.
183. Durvet, Inc.
184. Dymaxium Healthcare Innovations, Ltd.
185. Dymaxium Holdings, Ltd.
186. Dymaxium, Ltd.
187. Entel d.o.o.
188. Escalante Solutions, L.P.
189. Esko İtiryat Sanayi ve Ticaret Anonim Şirketi
190. Euro Registratie Collectief B.V.
191. European Physician Networks GmbH
192. Express Pharmacy Services, Inc.
193. Falcon Acquisition Sub, LLC
194. Family Center Pharmacy, Inc.
195. Feeders Advantage, LCC
196. General Drug Company
197. Goot Nursing Home Pharmacy, Inc.
198. Goot Westbridge Pharmacy, Inc.
199. Goot's Goodies, Inc.
200. Goot's Pharmacy & Orthopedic Supply, Inc.
201. Green Barn, Inc
202. H. D. Smith Holding Company
203. H. D. Smith Holdings, LLC
204. H. D. Smith Wholesale Drug Co.
205. H. D. Smith, LLC
206. HAI Acquisition, Inc.
207. HDS Solutions, LLC
208. Health Services Capital Corporation
209. Healthcare Prescription Services, Inc.
210. HealthForward Inc.
211. HealthQuest Partner II, L.P.
212. HealthTronics Data Solutions LLC
213. HealthTronics Data Solutions, LLC
214. HealthTronics Information Technology Solutions, Inc.
215. Hedef International Holdings BV
216. Home Medical Equipment Health Company
217. Hydra Pharm SPA
218. I.g.G. of America, Inc.
219. IHS Acquisition XXX, Inc.
220. Imedex, Inc.
221. Imedex, LLC
222. Independent Pharmacy Buying Group, Inc.
223. Innomar Pharmacy (BC) Inc.
224. Innomar Pharmacy (SK) Inc.
225. Innomar Pharmacy Inc.
226. Innomar Specialty Pharmacy, Inc.
227. Innomar Strategies Inc.
228. Innovation Cancer, Inc.
229. Insta-Care Holdings, Inc.
230. Insta-Care Pharmacy Services Corporation
231. Intake Initiatives Incorporated
232. IntegraConnect NewCo, LLC
233. Integrated Commercialization Solutions, Inc.
234. Integrated Commercialization Solutions, LLC
235. Integrated Health Systems Outcomes Coalition, LLC
236. Inteplex, Inc.
237. Interfill, LLC
238. International Oncology Network Solutions, Inc.
239. International Physician Networks, L.L.C.
240. International Rheumatology Network, L.L.C.
241. IntrinsiQ Holdings, Inc.
242. IntrinsiQ Specialty Solutions, Inc.
243. IntrinsiQ Tendler, Inc.
244. IntrinsiQ, LLC
245. J.M. Blanco, Inc.
246. James Brudnick Company, Inc.
247. K/S Instrument Corp.
248. KRP Investments, Inc.
249. Labpak Limited
250. LAD Drug Corporation
251. Leading Educational Research Network, LLC
252. Lexicon Pharmacy Services, L.L.C.
253. Liberty Acquisition Corp.
254. Libra C.V.
255. Los Angeles Drug Corporation
256. M.D.P. Properties, Inc.
257. Managed Care Network, Inc.
258. Marshall Reinardy LLC

259. Medical Health Industries, Inc.
260. Medical Initiatives, Inc.
261. Medidyne Corp.
262. Medselect Inc.
263. Memorial Pet Care, Inc.
264. Micro Technologies Canada Inc.
265. MWI Buying Group Limited (formerly St. Francis Limited)
266. MWI Supply (UK Acquisition) Limited
267. MWI Supply (UK Holdings) Limited
268. MWI Supply (UK) Limited
269. MWI Veterinary Supply Co.
270. MWI Veterinary Supply, Inc.
271. Nareks Ecza Deposu Ticaret Anonim Şirketi
272. Network for Medical Communication & Research Analytics, LLC
273. New Jersey Medical Corporation
274. Nexiapharma, SL
275. NMCR Holdings, Inc.
276. NMCR-Europe, LLC
277. Northeast Veterinary Supply Company, LLC
278. Oktal Pharma d.o.o
279. Oktal Pharma d.o.o
280. Oktal Pharma d.o.o [Zagreb]
281. Oktal Pharma d.o.o.
282. Oktal Pharma Hungary K.f.t.
283. Omni Med B, Inc.
284. OPH Oktal Pharma d.o.o
285. OTC Direct Limited
286. Paris Acquisition Corp.
287. Pharm Plus Acquisition, Inc.
288. Pharma One Corporation Limited
289. Pharmacy Corporation of America
290. Pharmacy Corporation of America - Massachusetts, Inc.
291. Pharmacy Healthcare Solutions, Ltd.
292. Pharmacy Review Services, Inc.
293. Pharmdata s.r.o.
294. PharMEDium Healthcare Corporation
295. PharMEDium Healthcare Holdings LLC
296. PharMEDium Healthcare Holdings, Inc.
297. PharMEDium Healthcare LLC
298. PharMEDium Pharmacy Services, LLC
299. PharMEDium R.E., LLC
300. PharMEDium Services, LLC
301. PharMerica Drug Systems, Inc.
302. PharMerica Technology Solutions, LLC
303. Pharmerica, Inc.
304. Pitango HealthTech Fund I, L.P.
305. Planet Software Limited
306. PMSI MSA Services, Inc.
307. PMSI, Inc.
308. PPSC USA, LLC
309. Premier Pharmacy, Inc.
310. Premier Source Diagnostics Inc.
311. Premier Source, LLC
312. Prescribe Wellness, LLC
313. Profarma Distribuidora de Produtos Farmaceuticos S.A.
314. Ramuneles Vaistine UAB
315. Reimbursement Education Network, LLC
316. Rightpak, Inc.
317. Rombro's Drug Center, Inc.
318. Roscoe Acquisition Corporation
319. S.R.P. (Services de la Répartition Pharmaceutique)
320. SecureDVM, LLC
321. Securos Europe GmbH
322. Silver Streak I, LLC
323. Skills in Healthcare France
324. Skills in Healthcare Pazarlama ve Tanitim Hizmetleri Anonim Şirketi
325. Skills in Healthcare Romania S.r.l.
326. Smart ID Works, LLC
327. Smith Medical Partners, LLC
328. Snipetjernveien 10 Norge AS
329. Solana Beach, Inc.
330. Southwest Pharmacies, Inc.
331. Southwestern Drug Corporation
332. SparkSense Analytics, Inc.
333. Specialty Advancement Network, LLC
334. Specialty Pharmacy of California, Inc.
335. Specialty Pharmacy, Inc.
336. Spielberg Acquisition Corp.
337. Spits B.V.
338. Stadt Solutions, LLC
339. Stephar B.V.
340. Strategic Pharmaceutical Solutions, Inc.
341. Swine Solutions Network, LLC
342. Taylor & Manno Asset Recovery, Inc.
343. Telepharmacy Solutions, Inc.
344. Terra-Lab d.o.o
345. The Allen Company
346. The Lash Group, Inc.
347. The Lash Group, LLC
348. TheraCom, L.L.C.
349. ThermoSecure Medical Equipment GmbH
350. TMESYS, Inc.
351. TrakCel Holding Company, Inc.
352. Trellis Healthcare Consulting, L.L.C.
353. Trellis Healthcare Consulting, LLC
354. True Blue Indemnity Company

355. United Company of Pharmacists SAE
356. Universal Packaging Systems, Inc.
357. US Bioservices Corporation
358. Valley Wholesale Drug Co., LLC
359. Value Apothecaries, Inc.
360. Vedco, Inc.
361. Vetbridge Animal Health, LLC
362. Vetbridge Product Development (NM-OMP) LLC
363. VetSpace Limited
364. VetSpace, Inc.
365. Vetswest Limited
366. W.C. International Limited
367. WBA Acquisitions Luxco 9 S.à.r.l.
368. Wight Nederland Holdco 2 B.V.
369. Wight Nederland Holdco 4 BV
370. WML, LLC
371. Woodglen Properties Limited
372. Woodglen Properties Limited Portugal Branch
373. World Courier (Aust) Pty. Ltd.
374. World Courier (Austria) GmbH
375. World Courier (Austria) GmbH – Serbia Branch
376. World Courier (Deutschland) GmbH
377. World Courier (Finland) Oy
378. World Courier (India) Private Limited
379. World Courier (Ireland) Limited
380. World Courier (Lithuania), UAB
381. World Courier (Malaysia) Sdn. Bhd.
382. World Courier (Norway) AS
383. World Courier (NZ) Limited
384. World Courier (Poland) Sp. Z.o.o.
385. World Courier (Shanghai) Co., Ltd Guangzhou Branch
386. World Courier (Shanghai) Co., Ltd.
387. World Courier (Shanghai) Co., Ltd., Beijing Branch
388. World Courier (Sweden) AB
389. World Courier (Switzerland) SA
390. World Courier (U.K.) Limited
391. World Courier Asia (Thailand) Co., Ltd.
392. World Courier Belgium s.a.
393. World Courier Bulgaria
394. World Courier Czech Republic s.r.o.
395. World Courier de Chile Limitada
396. World Courier de Colombia S.A.
397. World Courier de Espana, S.A.
398. World Courier de Mexico S.A. de C.V.
399. World Courier de Portugal, Lda.
400. World Courier de Uruguay S.A.
401. World Courier del Ecuador S.A.
402. World Courier del Peru S.A.
403. World Courier Denmark A/S
404. World Courier do Brasil Transportes Internacionais Ltda.
405. World Courier France S.A.R.L.
406. World Courier Ground (Europe) Limited
407. World Courier Ground, Inc.
408. World Courier Group Logistics, Inc.
409. World Courier Group S.a.r.l.
410. World Courier Group, Inc.
411. World Courier Group, Inc. Taiwan Branch
412. World Courier Hellas Limited Liability Company
413. World Courier Holland BV
414. World Courier Hong Kong Limited
415. World Courier Hungary Freight Forwarder and Service Provider Limited Liability Company
416. World Courier Israel Ltd.
417. World Courier Italia srl
418. World Courier K.K. Japan
419. World Courier Korea Co., Ltd.
420. World Courier Limited (Russia)
421. World Courier Logistics (Europe) Limited
422. World Courier Logistics (UK) Limited
423. World Courier Logistics, Inc.
424. World Courier Logistics, Inc. (DE)
425. World Courier Logistics, Inc. (NY)
426. World Courier Management Limited
427. World Courier Management, Inc.
428. World Courier of Canada Ltd
429. World Courier Operations Kenya Limited
430. World Courier Philippines – Representative Office
431. World Courier Romania S.R.L.
432. World Courier S.A.
433. World Courier Singapore Pte Ltd
434. World Courier Slovak Republic s.r.o.
435. World Courier South Africa (Proprietary) Limited
436. World Courier Tasimacilik ve Lojistik Hizmetleri Ticaret Limited Sirketi
437. World Courier Ukraine LLC
438. World Courier Venezuela, S.A.
439. World Courier Zagreb d.o.o.
440. World Courier, Inc.
441. World Courier, kurirske storitve,d.o.o.
442. World Customs Brokerage, Inc.
443. Xcenda (UK) Limited
444. Xcenda GmbH

445. Xcenda Switzerland GmbH
446. Xcenda, L.L.C.

447. ZU Vase Zdravije

Cardinal

1. A+ Secure Packaging, LLC
2. Abilene Nuclear, LLC
3. Access Closure, Inc.
4. Acuity GPO, LLC
5. Aero-Med, Ltd.
6. Allegiance (BVI) Holding Co. Ltd.
7. Allegiance Corporation
8. Allegiance Healthcare (Labuan) Pte. Ltd.
9. Allegiance I, LLC
10. Allegiance Labuan Holdings Pte. Ltd.
11. API (Suppliers) Limited
12. AssuraMed Acquisition Corp.
13. AssuraMed Group, Inc.
14. AssuraMed Holding, Inc.
15. AssuraMed Intermediate Holding, Inc.
16. AssuraMed, Inc.
17. C. International, Inc.
18. Cardinal Distribution Holding Corporation - I
19. Cardinal Distribution Holding Corporation - II
20. Cardinal Health 100, Inc.
21. Cardinal Health 104 LP
22. Cardinal Health 105, Inc.
23. Cardinal Health 107, LLC
24. Cardinal Health 108, LLC
25. Cardinal Health 110, LLC
26. Cardinal Health 112, LLC
27. Cardinal Health 113, LLC
28. Cardinal Health 114, Inc.
29. Cardinal Health 115, LLC
30. Cardinal Health 116, LLC
31. Cardinal Health 118, LLC
32. Cardinal Health 119, LLC
33. Cardinal Health 121, LLC
34. Cardinal Health 122, LLC
35. Cardinal Health 123, LLC
36. Cardinal Health 124, LLC
37. Cardinal Health 125, LLC
38. Cardinal Health 126, LLC
39. Cardinal Health 127, Inc.
40. Cardinal Health 128, LLC
41. Cardinal Health 130, LLC
42. Cardinal Health 131, LLC
43. Cardinal Health 132, LLC
44. Cardinal Health 133, Inc.
45. Cardinal Health 2, LLC
46. Cardinal Health 200, LLC
47. Cardinal Health 201 Canada L.P.
48. Cardinal Health 201, Inc.
49. Cardinal Health 215, LLC
50. Cardinal Health 222 (Thailand) Ltd.
51. Cardinal Health 242, LLC
52. Cardinal Health 246, Inc.
53. Cardinal Health 247, Inc.
54. Cardinal Health 249, LLC
55. Cardinal Health 250 Dutch C.V.
56. Cardinal Health 251, LLC
57. Cardinal Health 252, LLC
58. Cardinal Health 253, LP
59. Cardinal Health 3, LLC
60. Cardinal Health 414, LLC
61. Cardinal Health 418, Inc.
62. Cardinal Health 5, LLC
63. Cardinal Health 500, LLC
64. Cardinal Health 524, LLC
65. Cardinal Health 529, LLC
66. Cardinal Health 6, Inc.
67. Cardinal Health 7, LLC
68. Cardinal Health 8, LLC
69. Cardinal Health Australia 503 Pty Ltd.
70. Cardinal Health Austria 504 GmbH
71. Cardinal Health Belgium 505 BVBA
72. Cardinal Health Canada Holdings Cooperatie U.A.
73. Cardinal Health Canada Inc.
74. Cardinal Health Capital Corporation
75. Cardinal Health Cardiology Solutions, LLC
76. Cardinal Health Chile Limitada
77. Cardinal Health Colombia S.A.S.
78. Cardinal Health Commercial Technologies, LLC
79. Cardinal Health Corporate Solutions, LLC
80. Cardinal Health D.R. 203 II Ltd.
81. Cardinal Health Denmark ApS
82. Cardinal Health do Brasil Ltda.
83. Cardinal Health Finance
84. Cardinal Health Finland Oy
85. Cardinal Health Foundation
86. Cardinal Health France 506 SAS
87. Cardinal Health Funding, LLC
88. Cardinal Health Germany 507 GmbH
89. Cardinal Health Germany Manufacturing GmbH
90. Cardinal Health Holding International, Inc.
91. Cardinal Health International Philippines, Inc.
92. Cardinal Health IPS, LLC
93. Cardinal Health Ireland 419 Designated Activity Company
94. Cardinal Health Ireland 508 Limited

95. Cardinal Health Ireland Manufacturing Limited
96. Cardinal Health Ireland Unlimited Company
97. Cardinal Health Italy 509 S.r.l.
98. Cardinal Health Japan G.K.
99. Cardinal Health Korea Limited
100. Cardinal Health Luxembourg 420 S.a.r.l.
101. Cardinal Health Luxembourg 522 S.a.r.l.
102. Cardinal Health Malaysia 211 Sdn. Bhd.
103. Cardinal Health Malta 212 Limited
104. Cardinal Health Managed Care Services, LLC
105. Cardinal Health Medical Products India Private Limited
106. Cardinal Health Mexico 244 S. de R.L. de C.V.
107. Cardinal Health Mexico 514 S. de R.L. de C.V.
108. Cardinal Health Middle East FZ-LLC
109. Cardinal Health MPB, Inc.
110. Cardinal Health Napoleon Holding, LLC
111. Cardinal Health Netherlands 502 B.V.
112. Cardinal Health Netherlands 525 Cooperatie U.A.
113. Cardinal Health Netherlands 528 B.V.
114. Cardinal Health Norway AS
115. Cardinal Health P.R. 120, Inc.
116. Cardinal Health P.R. 218, Inc.
117. Cardinal Health P.R. 220, LLC
118. Cardinal Health P.R. 436, Inc.
119. Cardinal Health Panama, S. de R.L.
120. Cardinal Health Pharmaceutical Contracting, LLC
121. Cardinal Health Pharmacy Services, LLC
122. Cardinal Health Poland Spolka z ograniczona odpowiedzialnoscia
123. Cardinal Health Portugal 513, Unipessoal Lda.
124. Cardinal Health Russia
125. Cardinal Health Singapore 225 Pte. Ltd.
126. Cardinal Health Spain 511 S.L.
127. Cardinal Health Sweden 512 A.B.
128. Cardinal Health Switzerland 515, GmbH
129. Cardinal Health Systems, Inc.
130. Cardinal Health Technologies Switzerland GmbH
131. Cardinal Health Technologies, LLC
132. Cardinal Health U.K. 418 Limited
133. Cardinal Health U.K. 432 Limited
134. Cardinal Health U.K. Holding Limited
135. Cardinal Health U.K. International Holding LLP
136. Cardinal Health, Inc.
137. Cardinal MED Equipment Consulting (Shanghai) Co., Ltd.
138. Cirpro de Delicias S.A. de C.V.
139. Clinic Pharmacies III, LLC
140. Clinic Pharmacies, LLC
141. Community Pharmacy Enterprises, LLC
142. Convertors de Mexico S.A. de C.V.
143. Cordis (Shanghai) MED Devices Co., Ltd.
144. Cordis Cashel Unlimited Company
145. Cordis Corporation
146. Cornerstone Rheumatology LP
147. Covidien Manufacturing Solutions, S.A.
148. Dutch American Manufacturers II (D.A.M. II) B.V.
149. Ellipticare, LLC
150. EPIC Insurance Company
151. Especialidades Medicas Kenmex S.A. de C.V.
152. Experience East, LLC
153. Flexible Stenting Solutions, Inc.
154. Frog Horned Capital, Inc.
155. Generic Drug Holdings, Inc.
156. GetOutcomes, LLC
157. Griffin Capital, LLC
158. HDG Acquisition, Inc.
159. imgRx Healdsburg, Inc.
160. imgRx Salud, Inc.
161. imgRx SJ Valley, Inc.
162. imgRx SLO, Inc.
163. imgRx Sonoma, Inc.
164. InnerDyne Holdings, Inc.
165. Innovative Therapies, Inc.
166. Instant Diagnostic Systems, Inc.
167. InteCardia-Tennessee East Catheterization, LLC
168. ITI Sales, LLC
169. Kendall-Gammatron Limited
170. Killilea Development Company, Ltd.
171. Kinray I, LLC
172. KPR Australia Pty. Ltd.
173. KPR Switzerland Sales GmbH
174. KPR U.S., LLC
175. Leader Drugstores, Inc.
176. Ludlow Technical Products Canada, Ltd.
177. Marin Apothecaries
178. Medicap Pharmacies Incorporated
179. Medicine Shoppe Capital Corporation
180. Medicine Shoppe International, Inc.
181. Medicine Shoppe Internet, Inc.
182. Mediquip Sdn. Bhd.
183. Mirixa Corporation

184. MosaicGPO, LLC
185. mscripts Holdings, LLC
186. mscripts Systems India Private Limited
187. mscripts, LLC
188. Nippon Covidien Ltd.
189. One Cloverleaf, LLC
190. Outcomes Incorporated
191. Owen Shared Services, Inc.
192. Pharmacy Operations Of New York, Inc.
193. Pharmacy Operations, Inc.
194. Physicians Purchasing, Inc.
195. Pinnacle Intellectual Property Services, Inc.
196. Pinnacle Intellectual Property Services-
International, Inc.
197. Quiroproductos de Cuauhtemoc S. de R.L. de
C.V.
198. RainTree Administrative Services, LLC
199. RainTree Care Management, LLC
200. RainTree GPO, LLC
201. Ransdell Surgical, Inc.
202. Red Oak Sourcing, LLC
203. Renal Purchasing Group, LLC
204. RGH Enterprises, Inc.
205. RT Oncology Services Corporation
206. Rxealtime, Inc.
207. Sierra Radiopharmacy, L.L.C.
208. Sonexus Health Access & Patient Support,
LLC
209. Sonexus Health Distribution Services, LLC
210. Sonexus Health Financial Solutions, LLC
211. Sonexus Health Pharmacy Services, LLC
212. Sonexus Health, LLC
213. TelePharm, LLC
214. The Harvard Drug Group, L.L.C.
215. Tianjin ITI Trading Company
216. Tradex International, Inc.
217. Traverse GPO, LLC
218. Wavemark Lebanon Offshore s.a.l.
219. Wavemark, Inc.
220. Red Oak Sourcing, LLC
221. API (Suppliers) Limited
222. Sierra Radiopharmacy, L.L.C.
223. Abilene Nuclear, LLC
224. InteCardia-Tennessee East Catheterization,
LLC
225. Kendall-Gammatron Limited
226. Almus Pharmaceuticals USA LLC
227. Cardinal Health (H.K.) Co. Limited
228. Cardinal Health (Shanghai) Pharmaceutical
Co., Ltd.
229. Cardinal Health (Sichuan) Pharmaceutical
Co., Ltd.
230. Cardinal Health (Wuxi) Pharmaceutical Co.,
Ltd.
231. Cardinal Health Hedan (Shenzhen)
Pharmaceutical Co., Ltd.
232. Dalian Zhongda Pharmaceutical Company
Limited
233. NaviHealth Holdings, LLC
234. Parch, L.L.C.
235. 6464661 Canada Inc.
236. Academy Of Managed Care Medicine, L.L.C.
237. Alaris Medical 1 (Suisse) Sarl
238. Alaris Medical New Zealand Limited
239. Allegiance Healthcare International GmbH
240. Allegiance Pro Inc.
241. Allied Healthcare Services, Inc.
242. Almus Pharmaceuticals Singapore Pte. Ltd.
243. Almus Pharmaceuticals USA LLC
244. American Threshold Industries, Inc.
245. Anoka, LLC
246. ARCH Collection Corporation
247. ARCH, S.A.
248. Armand Scott, LLC
249. Aurum Pharmaceuticals Limited
250. Behrens Inc.
251. Beijing Baiji Advanced Specialty Company
Limited
252. Bellwether Oncology Alliance, Inc.
253. Bentley Merger Sub, LLC
254. Bindley Western Funding Corporation
255. Bindley Western Industries II Of Maine, Inc.
256. Biosigna GmbH Institut für
Biosignalverarbeitung und Systemanalyse
257. Bird Products (Japan) Ltd.
258. Bird Products Corporation
259. Brighton Capital, Inc.
260. Buffalo Merger Corp.
261. BW Transportation Services, Inc.
262. Cardal II, LLC
263. Cardal, Inc.
264. Cardinal Florida, Inc.
265. Cardinal Health (Beijing) China
Pharmaceutical Co., Ltd.
266. Cardinal Health (Beijing) Medical Trading
Co., Ltd.
267. Cardinal Health (Beijing) Pharmacy Co., Ltd.
268. Cardinal Health (Chengdu) Pharmacy Co.,
Ltd.
269. Cardinal Health (China) Investment Co., Ltd.

270. Cardinal Health (Chongqing) Pharmaceutical Co., Ltd.
271. Cardinal Health (Chongqing) Pharmacy Co., Ltd.
272. Cardinal Health (H.K.) Co. Limited
273. Cardinal Health (Hubei) Pharmaceutical Co., Ltd.
274. Cardinal Health (L) Co., Ltd.
275. Cardinal Health (Liaoning) Pharmaceutical Co., Ltd.
276. Cardinal Health (P02296)
277. Cardinal Health (P04080)
278. Cardinal Health (Shanghai) Commercial and Trading Company Limited
279. Cardinal Health (Shanghai) Cosmetics Trading Co., Ltd.
280. Cardinal Health (Shanghai) Logistics Co., Ltd.
281. Cardinal Health (Shanghai) Pharmaceutical Co., Ltd.
282. Cardinal Health (Shanghai) Pharmacy Co., Ltd.
283. Cardinal Health (Shanxi) Pharmaceutical Co., Ltd.
284. Cardinal Health (Shenyang) Pharmacy Co., Ltd.
285. Cardinal Health (Sichuan) Pharmaceutical Co., Ltd.
286. Cardinal Health (Tianjin) Pharmaceutical Co., Ltd.
287. Cardinal Health (Wuxi) Pharmaceutical Co., Ltd.
288. Cardinal Health (WuXi) Pharmacy Co., Ltd.
289. Cardinal Health (Zhejiang) Pharmaceutical Co., Ltd.
290. Cardinal Health 101, Inc.
291. Cardinal Health 102, Inc.
292. Cardinal Health 103, Inc.
293. Cardinal Health 106, Inc.
294. Cardinal Health 109, Inc.
295. Cardinal Health 111, LLC
296. Cardinal Health 113, LLC
297. Cardinal Health 117, LLC
298. Cardinal Health 129, Inc.
299. Cardinal Health 208, Inc.
300. Cardinal Health 301, LLC
301. Cardinal Health 400, Inc.
302. Cardinal Health 401, Inc.
303. Cardinal Health 402, Inc.
304. Cardinal Health 403, Inc.
305. Cardinal Health 404, Inc.
306. Cardinal Health 405, Inc.
307. Cardinal Health 406, Inc.
308. Cardinal Health 406, LLC
309. Cardinal Health 407, Inc.
310. Cardinal Health 408, Inc.
311. Cardinal Health 409, Inc.
312. Cardinal Health 410, Inc.
313. Cardinal Health 411, Inc.
314. Cardinal Health 412, Inc.
315. Cardinal Health 413, Inc.
316. Cardinal Health 415, Inc.
317. Cardinal Health 416, Inc.
318. Cardinal Health 417, Inc.
319. Cardinal Health 419, LLC
320. Cardinal Health 420, LLC
321. Cardinal Health 421 Limited Partnership
322. Cardinal Health 421, Inc.
323. Cardinal Health 422, Inc.
324. Cardinal Health 501 Dutch C.V.
325. Cardinal Health Austria 201 GmbH
326. Cardinal Health Bermuda 224, Ltd.
327. Cardinal Health Brasil 423 Servicos Farmaceuticos Nucleares Ltda
328. Cardinal Health Canada 204, Inc.
329. Cardinal Health Canada 301, Inc.
330. Cardinal Health Canada 302, Inc.
331. Cardinal Health Canada 307, ULC
332. Cardinal Health Canada 403, Inc.
333. Cardinal Health Canada 437, Inc.
334. Cardinal Health Canada Inc.
335. Cardinal Health Canada LP
336. Cardinal Health Cayman Islands Holding Co. Ltd
337. Cardinal Health Cayman Islands Ltd.
338. Cardinal Health China Co., Ltd.
339. Cardinal Health D.R. 203 Limited
340. Cardinal Health Europe IT GmbH
341. Cardinal Health France 205 SAS
342. Cardinal Health France 309 SAS
343. Cardinal Health Germany 206 GmbH
344. Cardinal Health Germany 234 GmbH
345. Cardinal Health Germany 318 GmbH
346. Cardinal Health Hedan (Shenzhen) Pharmaceutical Co., Ltd.
347. Cardinal Health Hong Kong Limited
348. Cardinal Health I, Inc.
349. Cardinal Health Imaging, LLC
350. Cardinal Health India Private Limited
351. Cardinal Health International Ventures, Ltd.
352. Cardinal Health Ireland 406 Ltd.

353. Cardinal Health Ireland 527 General Partnership
354. Cardinal Health Italy 208 S.r.l.
355. Cardinal Health Italy 312 S.p.A.
356. Cardinal Health Lease Funding 2002A, LLC
357. Cardinal Health Lease Funding 2002AQ, LLC
358. Cardinal Health Lease Funding 2003A, LLC
359. Cardinal Health Lease Funding 2003AQ, LLC
360. Cardinal Health Lease Funding 2003B, LLC
361. Cardinal Health Lease Funding 2003BQ, LLC
362. Cardinal Health Lease Funding 2004A, LLC
363. Cardinal Health Lease Funding 2004AQ, LLC
364. Cardinal Health Luxembourg 523 S.a.r.l.
365. Cardinal Health Mauritius Holding 226 Ltd.
366. Cardinal Health Mexico 213, S.A. de C.V.
367. Cardinal Health Netherlands 238 BV
368. Cardinal Health Netherlands 526 B.V.
369. Cardinal Health Netherlands Financing C.V.
370. Cardinal Health Netherlands Holding B.V.
371. Cardinal Health New Zealand 313 Limited
372. Cardinal Health Norway 315 A/S
373. Cardinal Health P.R. 227, Inc.
374. Cardinal Health P.R. 409 B.V.
375. Cardinal Health PTS, Inc.
376. Cardinal Health PTS, LLC
377. Cardinal Health S.A. 319 (Proprietary) Limited
378. Cardinal Health Singapore 304
379. Cardinal Health Singapore 423 Pte. Ltd.
380. Cardinal Health Spain 219 S.L.U.
381. Cardinal Health Spain 239 SA
382. Cardinal Health Specialty Pharmacy, LLC
383. Cardinal Health Sweden 220 AB
384. Cardinal Health Sweden 314 AB
385. Cardinal Health Switzerland 221 Sarl
386. Cardinal Health Switzerland 317 Sarl
387. Cardinal Health Trading (Shanghai) Co., Ltd.
388. Cardinal Health U.K. 100 Limited
389. Cardinal Health U.K. 101 Limited
390. Cardinal Health U.K. 102 Limited
391. Cardinal Health U.K. 103 Limited
392. Cardinal Health U.K. 104 Limited
393. Cardinal Health U.K. 105 Limited
394. Cardinal Health U.K. 106 Limited
395. Cardinal Health U.K. 223 Limited
396. Cardinal Health U.K. 232 Limited
397. Cardinal Health U.K. 235 Limited
398. Cardinal Health U.K. 236 Limited
399. Cardinal Health U.K. 240 Limited
400. Cardinal Health U.K. 305 Limited
401. Cardinal Health U.K. 306 Limited
402. Cardinal Health U.K. 433 Limited
403. Cardinal Health U.K. 434 Limited
404. Cardinal Syracuse, Inc.
405. Cardinal.Com Holdings, Inc.
406. Care Fusion Development Private Limited
407. Care Fusion Incorporated
408. CareFusion 202, Inc.
409. CareFusion 203, Inc.
410. CareFusion 205, Inc.
411. CareFusion 206, Inc.
412. CareFusion 207, Inc.
413. CareFusion 209, Inc.
414. CareFusion 210, Inc.
415. CareFusion 211, Inc.
416. CareFusion 212, LLC
417. CareFusion 213, LLC
418. CareFusion 214, LLC
419. CareFusion 2200, Inc.
420. CareFusion 2201, Inc.
421. CareFusion 302, LLC
422. CareFusion 303, Inc.
423. CareFusion 304, LLC
424. CareFusion Australia 200 Pty Ltd.
425. CareFusion Australia 316 Pty Limited
426. CareFusion Australia 500 Pty Ltd
427. CareFusion Belgium 202 BVBA
428. CareFusion Brasil 231 Servico e Comercia de Productos Medicos Ltda
429. CareFusion Corporation
430. CareFusion EIT, LLC
431. CareFusion Iberia 308 S.L.U.
432. CareFusion Italy 237 Srl
433. CareFusion Italy 311 Srl
434. CareFusion Japan 228 K.K.
435. CareFusion Japan 233, Inc.
436. CareFusion Luxembourg 501 Sarl
437. CareFusion Manufacturing Ireland 241 Limited
438. CareFusion Manufacturing, LLC
439. CareFusion Netherlands 214 B.V.
440. CareFusion Netherlands 238 BV
441. CareFusion Netherlands 310 B.V.
442. CareFusion Netherlands 503 B.V.
443. CareFusion New Zealand 217 Limited
444. CareFusion New Zealand 313 Limited
445. CareFusion Resources, LLC
446. CareFusion Singapore 243 Pte. Ltd.
447. CareFusion Solutions, LLC
448. CareFusion U.K. 284 Limited
449. CareFusion U.K. 286 Limited
450. CareFusion U.K. 287 Limited

451. CareFusion U.K. 288 Limited
452. Cascade Development, Inc.
453. CCB, Inc.
454. CDI Investments, Inc.
455. Centralia Pharmacy, Inc.
456. Centricity, LLC
457. Chapman Drug Company
458. Chengdu Baiji Advanced Specialty Pharmacy Company Limited
459. Cheshire Merger Sub, Inc.
460. CMI Net, Inc.
461. College Park Plaza Associates, Inc.
462. Comprehensive Medical Imaging-Anaheim Hills, Inc.
463. Comprehensive Medical Imaging-Apple Valley, Inc.
464. Comprehensive Medical Imaging-Boynton Beach, Inc.
465. Comprehensive Medical Imaging-Downey, Inc.
466. Comprehensive Medical Imaging-Encino, Inc.
467. Comprehensive Medical Imaging-Fort Lauderdale, Inc.
468. Comprehensive Medical Imaging-Fremont, Inc.
469. Comprehensive Medical Imaging-Hesperia, Inc.
470. Comprehensive Medical Imaging-Huntington Beach, Inc.
471. Comprehensive Medical Imaging-Palm Springs, Inc.
472. Comprehensive Medical Imaging-Rancho Cucamonga, Inc.
473. Comprehensive Medical Imaging-Rancho Mirage, Inc.
474. Comprehensive Medical Imaging-Salisbury, Inc.
475. Comprehensive Medical Imaging-Sherman Oaks, Inc.
476. Comprehensive Medical Imaging-Tempe, Inc.
477. Comprehensive Medical Imaging-Van Nuys, Inc.
478. Comprehensive Medical Imaging-Victorville, Inc.
479. Comprehensive Medical Imaging-Westlake Village, Inc.
480. Comprehensive Open MRI-Carmichael, Inc.
481. Comprehensive Open MRI-Folsom, Inc.
482. Comprehensive Open MRI-Fullerton, Inc.
483. Comprehensive Open MRI-Laguna Hills, Inc.
484. Comprehensive Open MRI-Sacramento, Inc.
485. Comprehensive Reimbursement Consultants, Inc.
486. Consumer2patient, LLC
487. CR Medicap, Inc.
488. Curaspan Health Group, Inc.
489. Cytokine Pharmasciences, Inc.
490. Dalian Zhongda Pharmaceutical Company Limited
491. Daniels Pharmaceuticals Limited
492. DC Merger Corp
493. Denver Biomedical, Inc.
494. Desert PET, LLC
495. Dik Drug Company, LLC
496. Dik Medical Supplies, LLC
497. Discor Limited
498. Dismed Inc.
499. Dohmen Distribution Partners Southeast, L.L.C.
500. Dover Communications, LLC
501. Duquoin Pharmacy, Inc.
502. Dutch American Manufacturers (D.A.M.) B.V.
503. East Iowa Pharmacies, Inc.
504. EGIS Holdings, Inc.
505. Eldon Laboratories Limited
506. Ellicott Drug Company
507. EME Medical, Inc.
508. Enturia Canada ULC
509. Enturia de Mexico S. de R.L. de C.V.
510. Enturia Limited
511. Enturican, Inc.
512. EON Media Inc.
513. Eureka Merger Sub, Inc.
514. European Pharmaceuticals Group Ltd.
515. First Choice, Inc. Of Maine
516. Flower Merger Corp.
517. Futuremed Health Care Products Limited Partnership
518. Futuremed Healthcare Products Corporation
519. Futuremed Holdings General Partner Inc.
520. Fuzhou Baiji Pharmacy Company Limited
521. Gala Design, Inc.
522. Gelatin Products International, Inc.
523. Geodax Technology, Inc.
524. Glacier Corporation
525. Grand Avenue Pharmacy, Inc.
526. Graphic Holdings, Inc.
527. Griffin Group Document Management Services, Inc.

528. Guangzhou Baiji Advanced Specialty Pharmaceutical Chain Stores Company Limited
529. Guangzhou Baiji Drug Store Company Limited
530. Guangzhou City Kangwei Information Technology Company Limited
531. Guangzhou Ruixun Pharmaceutical Company Limited
532. Guizhou Yibai Medical Co., Ltd.
533. Hangzhou Baiji Advanced Specialty Drug Store Company Limited
534. Heartland Diagnostic Services, Inc.
535. HLS Advantage, LLC
536. Homecare (North-West) Limited
537. Humiston-Keeling, Inc.
538. IMI Of Boca Raton, Inc.
539. IMI Of Miami, Inc.
540. IMI Of North Miami Beach, Inc.
541. Inland Empire Regional Pet Center, LLC
542. InnerDyne, Inc.
543. Inpharm Nationwide Limited
544. InteCardia-Tennessee East Diagnostic, LLC
545. Intercare Holdings Limited
546. Intercare Investments Limited
547. Intercare Properties Plc
548. Iowa Falls Pharmacy, Inc.
549. IVAC Overseas Holdings LP
550. JakaMed AB AB
551. Jinan Baiji Drug Store Company Limited
552. JRG, Ltd.
553. Kendall Patient Recovery BVBA
554. Kinetic Surgical, LLC
555. Kinray, Inc.
556. Kinray, LLC
557. KPR Italia S.r.l.
558. KPR U.S., Inc.
559. Kunming Baiji Advanced Specialty Pharmacy Company Limited
560. Lake Charles Pharmaceutical Supply Company, LLC
561. Liaoning Longda Pharmaceutical Co., Ltd.
562. Liberty Communications Network, LLC
563. Ludlow Technical Products Corporation
564. Macarthy Group Trustees Limited
565. Macarthys Laboratories Limited
566. Macarthy's Limited
567. Marmac Distributors, Inc.
568. Martindale Pharma GmbH
569. Martindale Pharmaceuticals Limited
570. Medcon S.A.
571. MedEd Resources, LLC
572. Medesta Associates, LLC
573. Medical Concepts Development, Inc.
574. Medical Diagnostic Leasing, Inc
575. Medical Education Systems, LLC
576. Medical Media Communications, LLC
577. Medical Strategies, Inc.
578. MediQual Systems, Inc.
579. Meditrol Automation Systems, Inc.
580. Meditrol, Inc.
581. MedMined, Inc.
582. Mercury Merger Sub, LLC
583. Mesa Merger Corp.
584. MicroGas Limited
585. MicroMedical Deutschland GmbH
586. Microport Healthcare, LLC
587. Midland Pharmacies, Inc
588. Mississippi Medical Supply Cooperative, L.L.C.
589. MRI Equipment Partners, Ltd.
590. Mudhen Merger Corp.
591. Multi-Medica S.A.
592. Multipharm Limited
593. Nanjing Baiji Advanced Specialty Drug Store Company Limited
594. Nanning Baiji Advanced Specialty Pharmacy Company Limited
595. Nationwide Ostomy Supplies Limited
596. Navigator Health, Inc.
597. NaviHealth Holdings, LLC
598. NaviHealth SM Holdings, Inc.
599. NaviHealth, Inc.
600. Nexus Healthcare, Inc.
601. Nitric Bio Therapeutics, Inc.
602. Northern Michigan Supply Alliance, L.L.C.
603. Ohio Valley-Clarksburg, Inc.
604. Oncology Holdings, Inc.
605. Onpointe Medical Communications, LLC
606. Oval (Shanghai) Technologies, Inc.
607. Oval Technologies (H.K.) Pty Limited
608. Owen Healthcare Building, Inc.
609. Pacific Surgical Innovations, Inc.
610. Panther Merger Sub II, Inc.
611. Panther Merger Sub, Inc.
612. Parch, L.L.C.
613. Parch, L.L.C. State File
614. ParMed Pharmaceuticals, LLC
615. PatientScribe Inc.
616. PCI Acquisition I, Inc.
617. PCI Acquisition II, Inc.
618. PCI Services Holdings, Inc.

619. PCI Services III, Inc.
620. PCI/Acquisition III, Inc.
621. PCI/All Pack Holdings, Inc.
622. PCI/Delvco, Inc. State File
623. PCI/Tri-Line (Usa), Inc.
624. Pharmaceutical & Diagnostic Services, LLC
625. Pharmacy Service Corporation
626. Phillipi Holdings, Inc.
627. PHR Staffing, Inc.
628. Post-Acute Care Center For Research, LLC
629. Practicome Solutions, LLC
630. Princeton Diagnostic Isotopes, Inc.
631. Priority Healthcare Services Corporation
632. Procedure-Based Instrument Services, L.L.C.
633. Productos Urologos de Mexico S.A. de C.V.
634. Professional Health-Care Resources, Inc.
635. Pyxis Capital Corporation
636. Pyxis Funding II, LLC
637. Pyxis Funding, LLC
638. R Cubed, Inc.
639. R. P. Scherer Hardcapsule (West)
640. R.P. Scherer Inc.
641. R.P. Scherer Technologies, Inc.
642. Radiopharmacy Of Boise, Inc.
643. Radiopharmacy Of Northern California, Inc.
644. Renlar Systems, Inc.
645. RightCare Solutions, Inc.
646. Royal Merger Sub, Inc.
647. Scela, Inc.
648. Scriptline, Inc.
649. SensorMedics (Deutschland) GmbH
650. SensorMedics Corporation
651. Shanghai Baiwei Drug Store Company Limited
652. Shanghai Cardinal Baiwei Drug Store Co., Ltd.
653. Shanghai Jinyi Health Management Consultation Co., Ltd.
654. Shanghai Luoda Pharmaceutical Company Limited
655. Shenzhen Zhengdan Investment Company Limited
656. Simolo (GL) Limited
657. Sistemas Medicos ALARIS S.A. de C.V.
658. Snowden Pencer Holdings, Inc.
659. Snowden Pencer, Inc.
660. Solomons Company
661. Source Medical Corporation
662. SRX, Inc.
663. Strategic Implications International, LLC
664. Supplyline Technologies Limited
665. Surgical Carepair, L.L.C.
666. Surgical Instrument Repair Service, L.L.C.
667. Syncor Belgium SPRL
668. Syncor Diagnostics Bakersfield, LLC
669. Syncor Diagnostics Dallas, LLC
670. Syncor Diagnostics Encino, LLC
671. Syncor Diagnostics Fullerton, LLC
672. Syncor Diagnostics Laguna Hills, LLC
673. Syncor Diagnostics Plano, LLC
674. Syncor Diagnostics Sacramento, LLC
675. Syncor Financing Corporation
676. Syncor Italy srl
677. The Enright Group, Inc.
678. The Heron Corporation
679. The LVC Corporation
680. Tianjin Cardinal Pharmacy Co., Ltd.
681. Toledo Pharmacy Company
682. Tropic Merger Sub, Inc.
683. UroMed, Inc.
684. VIASYS Healthcare Ireland Limited
685. VIASYS Healthcare Island EHF
686. VIASYS Healthcare S.A.R.L.
687. VIASYS Holdings Inc.
688. VIASYS NeuroCare France SAS
689. VIASYS Polymer Products LLC
690. Virginia Imaging Center, LLC
691. Virginia Merger Corporation
692. Vistant Corporation
693. Vistant Holdings, Inc.
694. Vubiq Inc.
695. Wenzhou Xinte Pharmaceutical Co., Ltd.
696. West Hudson, Inc.
697. West Texas Nuclear Pharmacy Partners
698. Wholesale (PI) Limited
699. Williams Drug Distributors, Inc.
700. Wolf Merger Corp.
701. Wrangler Acquisition Sub, Inc.
702. Wuhan Baiji New & Special Drug Store Company Limited
703. Xiamen Cardinal Baiwei Drug Store Co., Ltd.
704. Xi'an Baiji Advanced Specialty Pharmacy Company Limited
705. Yorkshire Pharmacy, Inc.

McKesson

- | | |
|---|--|
| 1. "Aewige" ärztliche
Wirtschaftsgesellschaft m.b.H., HG Wien | 35. AccessMed, Inc. (AccessMed, LLC) |
| 2. "die apoteeke in teesdorf" Mag. pharm.
Gerda Kohlhauser KG, LG Wiener
Neustadt | 36. AccessMed, LLC |
| 3. "Esplanade-Apotheke" Mag. pharm.
Anna-Maria Köck KG, Landesgericht
Wels | 37. ACME DRUG CO. LIMITED, Scotland |
| 4. "Panther Apotheke" Mag. pharm. Sandra
Krokos KG, Landesgericht Graz | 38. ADDED MARKETING LIMITED,
England |
| 5. 10101 Woodloch Forest LLC | 39. Adler Apotheke Krems Mag. Gabriele
Denk KG, LG Krems an der Donau |
| 6. 2012 DREAM LIMITED, England | 40. Adler-Apotheke Mag.pharm. Ingrid
Chvatal KG, LG Leoben |
| 7. 28CVR LIMITED, England | 41. Admenta Beteiligungs GmbH, HG Wien |
| 8. 3068312 Nova Scotia ULC | 42. Admenta Denmark ApS, Copenhagen |
| 9. 3069163 Nova Scotia Limited | 43. Admenta Deutschland GmbH, Stuttgart |
| 10. 3069164 Nova Scotia Limited | 44. ADMENTA HOLDINGS LIMITED,
England |
| 11. 30MC LIMITED, England | 45. ADMENTA ITALIA S.P.A., CCIAA di
Bologna |
| 12. 701985 N.B. INC. | 46. ADMENTA PENSION TRUSTEES
LIMITED, England |
| 13. A C FERGUSON (CHEMIST) LIMITED,
England | 47. Admenta Sweden AB |
| 14. A. SUTHRELL (HAULAGE) LIMITED,
England | 48. ADMENTA UK LIMITED, England |
| 15. A.F.M. Bergamo S.p.A., Italy | 49. Admenta Verwaltungs GmbH, HG Wien |
| 16. A.L.I. Holdings LLC | 50. AFM S.p.A., CCIAA di Bologna |
| 17. A.L.I. Imaging Systems Corp. | 51. AHLPHARMACY LIMITED, England |
| 18. A.L.I. Technologies (International) LLC | 52. ALCHEM (SOUTHERN) LIMITED,
England |
| 19. AAH BUILDERS SUPPLIES LIMITED,
England | 53. ALPE-ADRIA PHARMA farmacevtsko
podjetje d.o.o., Ljubljana |
| 20. AAH FURB PENSION TRUSTEE
LIMITED, England | 54. Alphar Ayeneux, Belgium |
| 21. AAH Glass & Windows Limited, England | 55. Alphar Gilly DL, Belgium |
| 22. AAH Ireland, Dublin | 56. Alphar Monceau sur Sambre, Belgium |
| 23. AAH LIMITED, England | 57. Alphar Partners SA, Belgium |
| 24. AAH Lloyds Insurance (IoM) Limited,
Isle Of Man | 58. Alte Löwen-Apotheke Mag. pharm.
Kristina Taubald KG, HG Wien |
| 25. AAH LLOYDS PENSION TRUSTEES
LIMITED, England | 59. Alte Spora Apotheke Mag.pharm. Stephan
Öhlzelt KG, LG St. Pölten |
| 26. AAH NOMINEES LIMITED, England | 60. Amethyst Acquisition Corp. |
| 27. AAH ONE LIMITED, Scotland | 61. Ancavion GmbH, AG Darmstadt |
| 28. AAH PHARMACEUTICALS LIMITED,
England | 62. Ancillary Management Solutions, Inc. |
| 29. AAH TWENTY FOUR LIMITED,
Scotland | 63. Anton-Bruckner-Apotheke Mag.pharm.
Christian Schwarzenbrunner KG, LG Linz |
| 30. AAH TWENTY LIMITED, England | 64. AOR Holding Company of Indiana, Inc.
(AOR Holding Company of Indiana, LLC) |
| 31. AAH TWENTY SIX LIMITED, England | 65. AOR Holding Company of Indiana, LLC |
| 32. ABG Apotheken-Beratungsgesellschaft
mbH, Stuttgart | 66. AOR Management Company of Alabama,
Inc. |
| 33. Access Health NZ Limited | 67. AOR Management Company of Arizona,
Inc. (AOR Management Company of
Arizona, LLC) |
| 34. AccessMed Holdings, Inc. | |

68. AOR Management Company of Arizona, LLC
69. AOR Management Company of Central Florida, Inc.
70. AOR Management Company of Florida, Inc.
71. AOR Management Company of Indiana, Inc. (AOR Management Company of Indiana, LLC)
72. AOR Management Company of Indiana, LLC
73. AOR Management Company of Kansas, Inc.
74. AOR Management Company of Missouri, Inc. (AOR Management Company of Missouri, LLC)
75. AOR Management Company of Missouri, LLC
76. AOR Management Company of Nevada, Inc.
77. AOR Management Company of New York, Inc.
78. AOR Management Company of North Carolina, Inc.
79. AOR Management Company of Ohio, Inc.
80. AOR Management Company of Oklahoma, Inc. (AOR Management Company of Oklahoma, LLC)
81. AOR Management Company of Oklahoma, LLC
82. AOR Management Company of Oregon, Inc.
83. AOR Management Company of Pennsylvania, Inc. (AOR Management Company of Pennsylvania, LLC)
84. AOR Management Company of Pennsylvania, LLC
85. AOR Management Company of South Carolina, Inc.
86. AOR Management Company of Texas, Inc.
87. AOR Management Company of Virginia, Inc. (AOR Management Company of Virginia, LLC)
88. AOR Management Company of Virginia, LLC
89. AOR of Indiana Management Partnership
90. AOR of Texas Management Limited Partnership
91. AOR of Texas Management, LLC
92. AOR Real Estate, Inc. (AOR Real Estate, LLC)
93. AOR Real Estate, LLC
94. AOR Synthetic Real Estate, Inc. (AOR Synthetic Real Estate, LLC)
95. AOR Synthetic Real Estate, LLC
96. AORIP, Inc.
97. AORT Holding Company, Inc. (AORT Holding Company, LLC)
98. AORT Holding Company, LLC
99. AORT LP, LLC
100. Aporana AS
101. Apotheke "Zum Bergmann" Mag.pharm. Sabine Tuttner KG, LG Leoben
102. Apotheke "Zur heiligen Dreifaltigkeit" Mag. pharm. Edith Schuller-Grundnig KG, Landesgericht Korneuburg
103. Apotheke "Zur Mutter Gottes" Mag. pharm. Karin Nozicka KG, HG Wien
104. Apotheke Atzgersdorf Mr. Hermann Latzin KG, Wien
105. Apotheke im Messepark Mag. pharm. Dietmar Purin KG, LG Feldkirch
106. Apotheke Niklasdorf Mag. pharm. Matthias Schöggl KG, LG Leoben
107. APOTHEKE U1 TROSTSTRASSE, Mag. pharm. Max Wellan KG, HG Wien
108. Apotheke Zum heiligen Antonius Mag. pharm. Walter Staschek KG, LG Wiener Neustadt
109. Apotheke zum heiligen Schutzengel Mag.pharm. Barbara Penz-Arzberger KG, Landesgericht Graz
110. Apotheke zum Patriarchen Mag. pharm. Brigitte Kölbl KG, HG Wien
111. Apotheke Zur hl. Dreifaltigkeit Mag. pharm. Doris Richter KG, LG Wiener Neustadt
112. Apotheke Zur Hütte Mag. pharm. Mrak KG, LG Leoben
113. Apovest AS
114. Apovest Drift AS
115. Art Acquisition Subsidiary, Inc.
116. Ascalon International, Inc.
117. ATLAS Travel Clinic Limited, England
118. Attentus Medical Sales, Incorporated (Attentus Medical Sales, LLC)
119. Attentus Medical Sales, LLC
120. Awarix, Inc.
121. Axis Medical Management, Inc.

122. AYRSHIRE PHARMACEUTICALS LIMITED, Scotland
123. AZIENDA FARMACEUTICA MUNICIPALE di Cremona S.p.A., CCIAA di Cremona
124. Azienda Farmacie Milanesi S.p.A., CCIAA di Milano
125. Babbingore Limited, Dublin
126. BAILLIESTON HEALTH CENTRE PHARMACY LIMITED, Scotland
127. Ballycane Pharmacy Limited, Ireland
128. BANNISTER & THATCHER LIMITED, England
129. BARCLAY PHARMACEUTICALS (ATHERSTONE) LIMITED, England
130. BARCLAY PHARMACEUTICALS LIMITED, England
131. BARLEY CHEMISTS HOLDINGS LIMITED, England
132. BARRY SHOOTER (ROMFORD) LIMITED, England
133. BDI Pharma, Inc. (BDI Pharma, LLC)
134. BDI Pharma, LLC
135. Beausejour Drugs Limited
136. BEAUTY CARE DRUGSTORES LIMITED, England
137. Beldere Corporation
138. BeneVi Health LLC (Biologics, Inc.)
139. BENU Apotheken B.V., Chamber of commerce Amsterdam
140. BENU Nederland BV, Kamer van Koophandel Amsterdam
141. BERKSHIRE MEDICAL SUPPLIES LIMITED, England
142. BETTERLIFEHEALTHCARE LIMITED, England
143. BIG PHARMA LIMITED, Scotland
144. Biologics, Inc.
145. Blackhall Pharmaceutical Distributors Limited
146. Blackhawk Development LLC
147. Blackstaff Pharmaceuticals Limited, England
148. Blomsterdalen Apotek AS
149. Blue Medical Supply, Inc. (McKesson Medical-Surgical Inc.)
150. Boad Seven, Inc.
151. BOFH Holdings Unlimited Company, Ireland
152. Bottomline Medical Solutions, LLC (Linear Holdings, LLC)
153. Breamor Pharmacy Limited, Ireland
154. Brevard Radiation Oncology, LLC
155. Brickyard Acquisition Inc. (Biologics, Inc.)
156. BRIDPORT MEDICAL CENTRE SERVICES LIMITED, England
157. Brocacef Groep N.V., Maarssen
158. Brockton Radiation Oncology, LLC
159. Brooklyn Radiation Oncology, LLC
160. Brukar Enterprises, Inc.
161. Bullet Acquisition Corporation
162. CAHILL MAY ROBERTS GROUP LIMITED, Dublin
163. California Golden State Finance Company
164. Camic Pharmacies Limited, Ireland
165. Canada Distribution Holdings Limited Partnership
166. Canada Retail Holdings Limited Partnership Societe en Commandite Gestion Detail Canada
167. Cancer Treatment Associates of Northeast Missouri, Ltd.
168. CARONET TRADING LIMITED, England
169. Carrollton Radiation Therapy Center, LLC
170. Cascade Medical Supply, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
171. Cavalier Acquisition Company LLC
172. CCCN NW Building JV, LLC
173. Celesio Business Services Ltd., Ireland
174. CENTRALE D`ADMINISTRATION DE BIENS IMMOBILIERS, Bobigny
175. CGSF Funding Corporation (CGSF Funding LLC)
176. CGSF Funding LLC
177. Chem Labs Limited, Dublin
178. CHNG Newco LLC
179. CHNG NewSub Inc.
180. City Properties, S.A.
181. Civiche Farmacie Desio S.p.A., Italy
182. Claimone, LLC (Linear Holdings, LLC)
183. ClaimSecure Inc. (SUCCESSOR)
184. CLARK CARE GROUP LIMITED, England
185. CLARK MUNRO LIMITED, Scotland
186. ClarusONE Sourcing Services LLP
187. Clinicians Database, L.L.C.
188. CMR Holdings Ltd, Dublin
189. Coleham, Dublin
190. Colorado Cancer Centers, LLC
191. Combined Enterprises Corporation

192. COMPANY CHEMISTS ASSOCIATION LIMITED, England
193. COMPTOIR MONEGASQUE DE BIOCHIMIE, Monaco
194. COMPTOIR PHARMACEUTIQUE MEDITERRANEEN, Monaco
195. CONSORZIO SERVIZI SALUTARI S.C.A. R.L., Italy
196. CookCo, Inc.
197. Cophana SA, Belgium
198. Corporation Groupe Pharmessor/Pharmessor Group Corporation (SUCCESSOR 10/01/2017)
199. Corporation of America
200. CoverMyMeds LLC
201. CoverMYMeds Specialty Pharmacy Holdings LLC
202. CoverMYMeds Specialty Pharmacy LLC
203. CPG Industries, Inc.
204. Crocker Plaza Company (Crocker Plaza LLC)
205. Crocker Plaza LLC
206. CROSS AND HERBERT (DEVON) LIMITED, England
207. CROSS AND HERBERT (HOLDINGS) LIMITED, England
208. CROSS AND HERBERT LIMITED, England
209. Crowley's Blackrock Limited, Dublin
210. Cypress Import Brokerage LLC
211. Cypress Medical Products LLC
212. D & K Healthcare Resources LLC
213. D & K Healthcare Resources, Inc. (D & K Healthcare Resources LLC)
214. D & K Pharmacy Solutions, Inc.
215. D & K Receivables Corporation
216. D.F. O'Neill (Chemists) Ltd, Dublin
217. Dale Apotek AS
218. Danubia-Apotheke Mag. pharm. Barbara Sedelies KG, HG Wien
219. Dargle Pharmacies Holdings Limited, Ireland
220. DATACARE Datenpflege des Pharmagroßhandels Ges.m.b.H., HG Wien
221. DATAPHARM, Paris
222. Daytona Beach Radiation Oncology, LLC
223. DC Land Company
224. DCAZ Land Company
225. Delta Clinical Research, LLC
226. DEPOTRADE, Bobigny
227. Derm Vantage, LLC
228. Diana-Apotheke Dr. et Mag. pharm. Michaela Stipsits KG, LG Eisenstadt
229. Die Apotheke Ebenfurth, Mag.pharm. Beate Haage-Löwe KG, LG Wiener Neustadt
230. Dispensing Solutions Acquisition Corporation (DS Holdings, Inc.)
231. Dispensing Solutions, Inc. (Dispensing Solutions, LLC)
232. Dispensing Solutions, LLC (DS Holdings, Inc.)
233. Ditt Apotek Amfi Os AS
234. Ditt Apotek Rodberg AS
235. Ditt Apotek Sorumsand AS
236. Diversified Healthcare, LLC
237. Dix Bulles Pharma, Belgium
238. DLI Market Intelligence ApS, Denmark
239. DOL Pharmacy Limited, Ireland
240. Donnybrook Pharmacy Limited, Ireland
241. Downtown Los Angeles Radiation Oncology, LLC
242. DS Holdings, Inc. (DS Holdings, LLC)
243. DS Holdings, LLC (McKesson Medical-Surgical Top Holdings Inc.)
244. DSRX, Inc. (DS Holdings, Inc.)
245. Dublin 2016 Acquisition, LLC
246. Dublin Holdings Acquisitions, LLC (Vantage Oncology Holdings, LLC)
247. Dublin POS I Acquisition Corp. (POS I Corp.)
248. East Indy CC, LLC
249. ECLIPSE HEALTHCARE LIMITED, England
250. Edwards Medical Supply, Inc.
251. EM Acquisition Corporation
252. Emploi AS
253. Engel-Apotheke Mag. pharm. Susanne Zauner KG, LG Wiener Neustadt
254. Ephrata Diamond Spring Water Co.
255. ESCON (ST NEOTS) LIMITED, England
256. Espafarmed S.L., Belgium
257. EUROSANTE (Société en liquidation), Luxembourg
258. Evesland Limited, Dublin
259. EVOLUTION HOMECARE SERVICES LIMITED, England
260. EXPERT HEALTH LIMITED, England
261. Family Pharmacy @ Las Colinas LLC
262. Fana Apotek AS
263. FAR.CO.SAN S.p.A., CCIAA di Arezzo
264. FARILLON LIMITED, England

265. Farmacia Garbatella I S.r.l., Italy
266. Farmacie Comunali di Modena S.p.A., Italy
267. Farmacie Comunali di Padova S.p.A., Italy
268. Farmacie di Sassuolo S.p.A., Italy
269. Farmacie Pratesi Pratoforma S.p.A., CCIAA di Prato
270. FARMALVARION S.R.L. SOCIO UNICO, Italy
271. FASTPRO International, Inc.
272. Federal Medical Supplies, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
273. Felview Limited, Dublin
274. First Aid Service, Inc.
275. First Choice Medical Supply Holding, Inc. (First Choice Medical Supply Holding, LLC)
276. First Choice Medical Supply Holding, LLC
277. First Choice Medical Supply, LLC
278. FIRTH & PILLING LIMITED, England
279. Flex-Master Technology Holdings, Inc.
280. Floriani-Apotheke Mag.pharm. Doris Leykauf KG, LG Graz
281. Foremost de Venezuela, S.A. (Forvensa)
282. Foremost Homes Hawaii, Ltd.
283. Foremost Iran Corporation
284. Foremost Shir, Inc.
285. Foremost Tehran, Inc.
286. FOSTER & PLUMPTON GROUP LIMITED, England
287. FOSTER & PLUMPTON LIMITED, England
288. Foundation For Opioid Response Efforts
289. G J MALEY LIMITED, Isle Of Man
290. G K CHEMISTS (GLOS) LIMITED, England
291. G K CHEMISTS LIMITED, England
292. GEHE Immobilien GmbH & Co. KG, Stuttgart
293. GEHE Immobilien Verwaltungs-GmbH, Stuttgart
294. GEHE Pharma Handel GmbH, Stuttgart
295. General Medical Inc.
296. GEORGE STAPLES (STOKE) LIMITED, England
297. Gerard Ryan Pharmacy (Clonmel) Limited, Dublin
298. GERSTHOFER-APOTHEKE Mag.pharm. Elisabeth Reisegger KG, HG Wien
299. Giardina Enterprises, Inc.
300. Glendale Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
301. Golden State Company, Ltd.
302. Golden State Corporate Services LLC
303. Golden State Insurance Company Limited
304. Golden State Milk Products Company
305. Goodman Manufacturing Company
306. Gorrys Pharmacy Limited, Ireland
307. Goviltown Limited, Westmeath
308. GPL 2007 LIMITED, England
309. GRAEME PHARMACY (STIRLING) LIMITED, Scotland
310. GREENS PHARMACEUTICAL (HOLDINGS) LIMITED, England
311. Greenville Radiation Care, Inc.
312. Greystones Pharmacy Limited, Dublin
313. GROUPE PHR, France
314. Gulf South Medical Supply, Inc. (Gulf South Medical Supply, LLC)
315. Gulf South Medical Supply, LLC
316. Gwinnett Radiation Oncology, LLC
317. H THATCHER LIMITED, England
318. Haleston Enterprises Limited, Dublin
319. HBO & Company (VI), Inc.
320. HBO & Company of Georgia
321. HBOC Ventures, Inc.
322. HC Beteiligungsgesellschaft mbH, HG Wien
323. HDSC Acquisition Corp.
324. Health Data Sciences Corporation
325. Health Mart Atlas, LLC
326. Health Mart Systems, Inc.
327. HEALTH NEEDS LIMITED, England
328. HEALTHCLASS LIMITED, England
329. Heinz Management Co.
330. Helmar Holdings Limited, Dublin
331. HEP HealthQx Holdings, Inc. (McKesson Technologies Inc.)
332. Herba Chemosan Apotheker-AG, HG Wien
333. HERBERT FERRYMAN LIMITED, England
334. Hercules Parent LLC
335. Herz - Jesu Apotheke Mag. pharm. Marianne Keller KG, HG Wien

336. Herz Jesu Apotheke & Parfümerie Mag. pharm. Ingrid Heller KG, LG Feldkirch
337. HF Land Company
338. HFN of Northwest Florida, Inc.
339. HIGGINS & SON (CHEMISTS) LIMITED, England
340. HILL-SMITH (WARRINGTON) LIMITED, England
341. HisComp Co., Zee Medical Service Co.
342. HMS Acquisition Corp.
343. HOLLYFAR - Marcas e Comunicação, Unipessoal, Lda., Portugal
344. HOLMSCROFT HC LIMITED, Scotland
345. HOLON, S.A., Portugal
346. Honeybee Bridge LLC
347. HTP Inc. (HTP LLC)
348. HTP LLC
349. Hubertus-Apotheke Mag. pharm. E. Klettenhofer KG, HG Wien
350. HUSKY AQUISITION INC.
351. Hygeia Bottled Water, Inc.
352. HYWEL DAVIES (CAERPHILLY) LIMITED, England
353. IHA Corp.
354. Imagine Health, Inc.
355. INDEPENDENT PHARMACY CARE CENTRES (2008) LIMITED, England
356. Indian River Radiation Oncology, LLC
357. Infolab, LLC
358. Innovent Oncology, LLC
359. INSPIRON DISTRIBUTION LIMITED, England
360. Integrated Cancer Care, LLC
361. Integrated Pathology Services
362. IntelliClaim, Inc.
363. Inten GmbH, Stuttgart
364. Intercal, Inc.
365. International Dairy Engineering Co. of Asia, Inc.
366. InterQual Inc.
367. intraFUSION GP, LLC
368. Intrafusion Holding Corp.
369. intraFUSION Purchasing Network, LLC
370. intraFUSION Research Network, LLC
371. Inviva, McKesson Pharma Care Network Corporation / La Corporation Inviva, Réseau de soins pharmacologiques McKesson (SUCCESSOR)
372. Iowa Pharmaceutical Services, LLC
373. IPCC LIMITED, England
374. IPD Holdings, Inc.
375. J S DENT LIMITED, England
376. Bradbury (Surgical) Limited, Northern Ireland
377. J.G. Crowley Pharmacy Limited, Dublin
378. JACS, Inc.
379. Jaron, Inc.
380. Jeffersonville Radiation Technology, LLC
381. Jessheim Apotek AS
382. Jewett Drug Co.
383. Jewett Drug LLC
384. Johannes Apotheke Mag. pharm. Deutsch KG, LG Graz
385. JOHN BELL & CROYDEN LIMITED, England
386. JOHN HAMILTON (PHARMACEUTICALS) LIMITED, Scotland
387. Jupiter Acquisition Ltd.
388. Kairnburry, Dublin
389. Kathleen Properties Subdivision Association, Inc.
390. Keling Limited
391. Keltman Pharmaceuticals, Inc. (Linear Holdings, LLC)
392. Kemofarmacija, veletrgovina za oskrbo zdravstva, d.d., Ljubljana
393. Keystone/Ozone Pure Water Company
394. Kilshallow Limited, Dublin
395. KINGSWOOD CHEMISTS LIMITED, England
396. KINGSWOOD GK LIMITED, England
397. Kitco, Inc.
398. Knowledgeable Healthcare Solutions, Inc.
399. Kreuz-Apotheke KG, HG Wien
400. KWS & P, Inc
401. KWS & P/SFA, Inc.
402. KYLE & CARRICK HOLDINGS LIMITED, Scotland
403. Laboratoria Flandria NV, Belgium
404. Laboratory Supply Company
405. Labsco Holdings, Inc. (McKesson Medical-Surgical Inc.)
406. Leesburg Radiation Oncology, LLC
407. LEVELCROWN LIMITED, England
408. Liberty Real Estate NJ LLC
409. Lind-Apotheke Mag. pharm. Alexander Telesko KG, LG Klagenfurt
410. Linear Holdings, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
411. Linear Holdings, LLC (Linear Holdings, Inc.)

412. Linear Medical Solutions, LLC
413. LINFORD PHARMACIES LIMITED, England
414. LISEAPOTEKENE AS
415. Lissone Farmacie S.p.A., CCIAA di Monza e Brianza
416. LIVINGSTON HEALTH CENTRE (P.D) CO. LIMITED, Scotland
417. LKW, Inc.
418. LLOYDS CHEMISTS LIMITED, England
419. LLOYDS CHEMISTS RETAIL (NORTHERN) LIMITED, England
420. LLOYDS CHEMISTS RETAIL LIMITED, England
421. LLOYDS GROUP PROPERTIES LIMITED, England
422. Lloyds Pharmacy Clinical Homecare Limited, England
423. LLOYDS PHARMACY LIMITED, England
424. LLOYDS PROPERTIES LIMITED, England
425. LLOYDS Property Management Company Belgium S.A., Belgium
426. LLOYDS RETAIL CHEMISTS LIMITED, England
427. Lloyds Retail S.r.l., Socio Unico, Italy
428. LLOYDSFARMACIA ROMA 4 S.R.L., Italy
429. Lloydspharma Group S.A., Belgium
430. Lloydspharma S.A., Belgium
431. Lloydspharmacy Ireland Limited, Dublin
432. Lory Apotheke Mag. pharm. Karin Eichinger KG, HG Wien
433. LP Clinical Homecare Group Limited, England
434. LPL ONE LIMITED, England
435. M H GILL LIMITED, England
436. M PAYNE & CO LIMITED, England
437. Macfor International Finance Company
438. MACON Acquisition Corp.
439. Macro Helix LLC
440. Madison Acquisition Inc.
441. Marathon Acquisition Subsidiary, Inc.
442. Mariahilf-Apotheke Mag. pharm. Christoph Rücklinger KG, LG St. Pölten
443. Mariahilf-Apotheke Mag. pharm. Helga Mann KG, Landesgericht Graz
444. Marien-Apotheke Mag. pharm. Thomas Job KG, LG Eisenstadt
445. Marien-Apotheke, Mag.pharm. Eva Grabner KG, Landesgericht Korneuburg
446. Maryland First Aid Co., Inc.
447. MASTA Limited, England
448. Masters Drug Company, Inc.
449. MATIS Immobilien OHG, Stuttgart
450. Maurice F. Dougan Limited, Dublin
451. May Roberts Ltd, Dublin
452. MCK Acquisition Corp.
453. McK International Financial Holdings (Barbados) SRL
454. McKesson (Cayman Islands) Inc.
455. McKesson (Shanghai) Trading Company Limited
456. McKesson + Strategic Solutions ULC / Solutions Strategiques McKesson + ULC
457. McKesson Automation Systems Inc.
458. McKesson Belgium Holdings SPRL, Belgium
459. McKesson Canada Corporation/La Corporation McKesson Canada (SUCCESSOR)
460. McKesson Canada Finance IA ULC
461. McKesson Canada Finance IB ULC
462. McKesson Capital Funding Corp.
463. McKesson Capital Funding Corporation
464. McKesson Capital LLC
465. McKesson Central Fill LLC (McKesson Distribution Holdings LLC)
466. McKesson Contract Research Organization LLC
467. McKesson Cork Business Solutions Unlimited Company
468. McKesson Corporate Properties, Inc.
469. McKesson Corporation
470. McKesson Development Corp.
471. McKesson Distribution Holdings LLC
472. McKesson Drug Company LLC
473. McKesson Europe AG
474. McKesson Europe Holdings GmbH & Co. KGaA
475. McKesson Europe Holdings Verwaltungs GmbH
476. McKesson Financial Holdings II Unlimited Company
477. McKesson Financial Holdings Unlimited Company
478. McKesson Financing Trust III
479. McKesson Financing Trust IV
480. McKesson Foundation Inc.

481. McKesson FRANCE HOLDINGS, Bobigny
482. McKesson France Retail, Bobigny B
483. McKesson Funding Company of Canada
484. McKesson Global Procurement & Sourcing Limited
485. McKesson Global Sourcing Limited
486. McKesson Global Sourcing Limited [Irish Branch]
487. McKesson Health Solutions Holdings LLC
488. McKesson Health Solutions LLC
489. McKesson Health Solutions Puerto Rico Inc.
490. McKesson Health Solutions Texas Inc.
491. McKesson High Volume Solutions Inc.
492. McKesson Information Solutions Finance S.a.r.l.
493. McKesson Information Solutions Holdings II S.a.r.l.
494. McKesson Information Solutions Holdings III S.a.r.l.
495. McKesson Information Solutions Holdings IV S.a.r.l.
496. McKesson Information Solutions Holdings V S.a.r.l.
497. McKesson Information Solutions III LLC
498. McKesson Information Solutions Inc. (McKesson Information Solutions LLC)
499. McKesson Information Solutions IV LLC
500. McKesson Information Solutions LLC
501. McKesson Information Solutions Topholdings S.a.r.l.
502. McKesson Information Solutions UK Limited
503. McKesson International Bermuda IP2A Limited
504. McKesson International Bermuda IP2B Unlimited
505. McKesson International Bermuda IP3A Limited
506. McKesson International Bermuda IP3B Unlimited (McKesson International Bermuda IP3A Limited)
507. McKesson International Bermuda IP4A Limited
508. McKesson International Bermuda IP4B Unlimited (McKesson International Bermuda IP4A Limited)
509. McKesson International Bermuda IP5A Limited
510. McKesson International Bermuda IP5B Unlimited (McKesson International Bermuda IP5A Limited)
511. McKesson International Bermuda Opco1A Limited
512. McKesson International Bermuda Opco1B Unlimited (McKesson International Bermuda Opco1A Limited)
513. McKesson International Bermuda Opco3A Limited
514. McKesson International Bermuda Opco3B Unlimited (McKesson International Bermuda Opco3A Limited)
515. McKesson International Bermuda Opco4A Limited
516. McKesson International Bermuda Opco4B Unlimited
517. McKesson International Finance III Limited (McKesson US Finance Corporation)
518. McKesson International Finance S.a.r.l.
519. McKesson International Holdings III S.a.r.l.
520. McKesson International Holdings IV S.a.r.l.
521. McKesson International Holdings S.a.r.l.
522. McKesson International Holdings Unlimited Company
523. McKesson International Holdings VI S.a.r.l.
524. McKesson International Holdings VII S.a.r.l.
525. McKesson International Investment Corp.
526. McKesson International Ireland I Limited
527. McKesson International LLC
528. McKesson International Malaysia Sdn Bhd
529. McKesson International S.a.r.l.
530. McKesson International Topholdings S.a.r.l.
531. McKesson Ireland Limited
532. McKesson Logistics Solutions
533. McKesson Medical Imaging Company Ltd. (predecessor)
534. McKesson Medical-Surgical FDT Inc.
535. McKesson Medical-Surgical Government Solutions LLC
536. McKesson Medical-Surgical Holdings Inc.
537. McKesson Medical-Surgical Inc.
538. McKesson Medical-Surgical Iowa Inc.

539. McKesson Medical-Surgical Iowa Supply Inc.
540. McKesson Medical-Surgical Maine Inc.
541. McKesson Medical-Surgical Manufacturing Inc.
542. McKesson Medical-Surgical MediMart Inc.
543. McKesson Medical-Surgical MediNet Inc.
544. McKesson Medical-Surgical Minnesota Inc. (McKesson Medical-Surgical Holdings Inc.)
545. McKesson Medical-Surgical Minnesota Supply Inc.
546. McKesson Medical-Surgical Supply Chain Services LLC
547. McKesson Medical-Surgical Top Holdings Inc.
548. McKesson Medication Management Holdings Inc.
549. McKesson Medication Management Virgin Islands Inc.
550. McKesson Norway Holdings AS
551. McKesson Pharmacy Optimization LLC
552. McKesson Pharmacy Systems Canada ULC
553. McKesson Pharmacy Systems LLC
554. McKesson Plasma and Biologics LLC
555. McKesson Prescription Drug Plan LLC
556. McKesson Property Company, Inc.
557. McKesson Purchasing Company LLC
558. McKesson Services Inc. (McKesson Services LLC)
559. McKesson Services LLC
560. McKesson Sourcing Services Inc.
561. McKesson Specialized Distribution Inc. / McKesson Distribution Specialisee Inc. (Successor)
562. McKesson Specialty Arizona Inc.
563. McKesson Specialty Care Distribution Corporation (McKesson Specialty Care Distribution LLC)
564. McKesson Specialty Care Distribution JV LLC
565. McKesson Specialty Care Distribution LLC
566. McKesson Specialty Corporation
567. McKesson Specialty Distribution LLC
568. McKesson Specialty Health Innovative Practice Services, LLC
569. McKesson Specialty Health Management Services LLC
570. McKesson Specialty Health Pharmaceutical & Biotech Solutions, LLC
571. McKesson Specialty Health Pharmaceutical & Biotech Solutions, LP (McKesson Specialty Health Pharmaceutical & Biotech Solutions, LLC)
572. McKesson Specialty Health Technology Products LLC
573. McKesson Specialty Pharmacy, LP (RxC Acquisition Company)
574. McKesson Specialty Prescription Services (Atlantic) Corporation/Corporation McKesson Services de Prescription Spécialisée (Atlantique)
575. McKesson Specialty Prescription Services (B.C.) Corporation
576. McKesson Specialty Prescription Services Corporation
577. McKesson SPS (Manitoba) Corporation
578. McKesson Strategic Services Limited
579. McKesson Technologies Inc.
580. McKesson Trading Company
581. McKesson Transportation Systems, Inc.
582. McKesson UK Finance I Limited
583. McKesson UK Finance II Limited
584. McKesson UK Finance V Limited
585. McKesson UK Holdings Limited
586. McKesson US Finance Corporation
587. McKesson US Holdings GP
588. McKesson Ventures LLC
589. McKesson Ventures Unlimited Company
590. McQueary Bros. Drug Company
591. McQueary Bros. Drug Company, LLC
592. McSweeney Dispensers 10 Limited, Ireland
593. McSweeney Dispensers 23 Limited, Ireland
594. MDD pharma N.V., Belgium
595. MED3000 Health Solutions Southeast
596. MED3000 RPG
597. Medaid Supply, Inc.
598. Medcon Telemedicine Technology, Inc.
599. Median Healthcare Services Unlimited Company, Ireland
600. Medical & Vaccine Products, Inc.
601. Medical Advisory Services for Travellers Abroad Limited, England
602. Medical Specialties Distributors Holdings, Inc. (MSD Parent Corporation)
603. Medical Specialties Distributors, LLC

604. Medical Specialties Holdings Corp.
(Medical Specialties Holdings II Corp.)
605. Medical Specialties Holdings II Corp.
606. Medicentres Canada Inc. (SUCCESSOR)
607. Medicine Shoppe Atlantic Corporation
608. Medicine Shoppe Canada Corporation
609. Medicine Shoppe Canada Real Estate Corporation
610. MEDIMART LIMITED, England
611. MediVation, Inc.
612. MedVentive Inc.
613. MeMed CZ s.r.o., Praha
614. Menges Medizintechnik Schweiz AG,
Sankt Gallen
615. Merlin Subsidiary Inc.
616. Merrick Healthcare Limited
617. Metabolic Healthcare Holdings Limited,
England
618. Metabolic Healthcare Limited, England
619. Metropolitan Integrated Cancer Center,
L.L.C.
620. MH/USON Radiation Management
Company, LLC
621. MHD-USO General, LLC
622. MHD-USO Management Company, LP
623. MHS Connecticut LLC
624. Michigan Pharmaceutical Services, LLC
625. Mid-Atlantic Radiation Oncology LLC
626. Millennium Merger Corporation
627. Mohawk Liqueur Corporation
628. Mohren-Apotheke Mag. Christian Müller
KG, LG Graz
629. Moore Medical LLC (McKesson Medical-
Surgical Government Solutions LLC)
630. Mosaic Acquisition Corporation
631. MOUNT PHARMACY LIMITED,
England
632. MSA Products LLC
633. MSD Acquisition Corp. (Medical
Specialties Holdings Corp.)
634. MSD Parent Corporation (MSD
Acquisition Corp.)
635. Multum Information Services, Inc.
636. MUNRO PHARMACY LIMITED,
Scotland
637. MWPC Acquisition Corp.
638. MWPC Acquisition Corp. (PA)
639. My MHealth Limited, England & Wales
640. myhca, inc.
641. NARO, LLC
642. National Oncology Alliance, Inc.
643. Natureline, Dublin
644. NDC of Canada, Inc.
645. NDCHealth Corporation
646. NDCHealth Pharmacy Systems and
Services, Inc.
647. Nebraska Pharmaceutical Services, LLC
648. Negatron, Inc.
649. Nensi d.o.o., Ljubljana
650. NERO GP, LLC
651. New Experimental Therapeutics of San
Antonio, LLC
652. NEW KIRK PHARMACY LIMITED,
Scotland
653. New Mexico Pharmaceutical Services,
LLC
654. NewHealthCo, LLC
655. NexCura, LLC (McKesson Specialty
Health Technology Products LLC)
656. Nibelungen-Apotheke Mag. pharm.
Michaela Wachter KG, LG St. Pölten
657. Norsk Medisinaldepot AS
658. North Carolina Pharmaceutical Services,
LLC
659. Northeast Pennsylvania Radiation
Oncology, LP
660. Northern Arizona Oncology Centers, LLC
661. Northern Boulevard Radiation Oncology
Management, LLC
662. Northern San Fernando Valley Radiation
Oncology, LLC
663. Northstar Healthcare Holdings Limited
664. Northstar Healthcare Holdings Unlimited
Company
665. Northstar Healthcare Limited
666. Northstar Healthcare Unlimited Company
667. Northstar International Holdings Limited
668. Northstar Rx LLC
669. Norvern Enterprises, Inc.
670. NR Direct, Inc. (McKesson Patient Care
Solutions Inc.)
671. O`Leary Pharmacy (Lucan) Limited,
Dublin
672. OCP FORMATION, Bobigny
673. OCP PORTUGAL, PRODUTOS
FARMACÊUTICOS, S.A., Maia
674. OCP REPARTITION, Bobigny B
675. OCP, Bobigny
676. Oncology Holdings II, Inc.
677. Oncology Holdings, Inc.
678. Oncology Rehab Partners, LLC

679. Oncology Therapeutics Network Corporation
680. Oncology Today, LP
681. OnMark, Inc.
682. Optimed Health Limited, England & Wales
683. Orca Acquisition Corp.
684. Ørebekk Apotek AS
685. Oswald-Apotheke Mag. pharm. Ilse Pedevilla KG, LG Feldkirch
686. OTN Generics, Inc.
687. OTN Participant, Inc.
688. Outpatient Infusion Systems, Inc
689. Øygarden Apotek AS
690. P C Cahill & Company Limited, Dublin
691. P.L.C.E., Inc.
692. Packet Merger Sub Inc.
693. PALEMODA LIMITED, England
694. Palm Merger Sub, Inc.
695. Panther Acquisition Corporation
696. Panther-Apotheke Mag. pharm. Margarete Breyha KG., LG St. Pölten
697. Paracelsus-Apotheke Mag. pharm. Dr. Birgit Müller KG, Austria
698. Pathology Service Associates, LLC
699. Pathway Purchasing Network, LLC
700. Patient Account Management Services, Inc.
701. PAUL WHEELER LIMITED, England
702. PCB SA, Belgium
703. PEEL STREET PHARMACY LIMITED, England
704. peerVue, Inc. (DE)
705. peerVue, Inc. (NH)
706. Pemberton Marketing International Limited
707. Penn-Chem Corporation
708. PERILLA Grundstücks-Verwaltungsgesellschaft mbH & Co. KG, AG München
709. Per-Se Transaction Services, Inc.
710. PF2 McKesson Technologies Inc.
711. PF2 SpinCo Inc.
712. Pharma Belgium Belmedis SA, Belgium
713. PHARMA PARTNERS, Belgium
714. Pharma Services (NI) Limited, Northern Ireland
715. Pharmaceutical Distributors Federation Ireland Company Limited By Guarantee
716. Pharmaceutical Support Services, Inc.
717. Pharmacie Ananga-Talom, Belgium
718. Pharmacie de la Bascule, Belgium
719. PHARMACTIV DISTRIBUTION, Bobigny B
720. Pharmacy O`Riada Holdings Limited, Dublin
721. PHARMAGEN LIMITED, England
722. PHILIP GOODMAN LIMITED, England
723. PHR ANTILLES, FORT DE FRANCE
724. PhyServ Solutions, Inc.
725. Physician Micro Systems, Inc.
726. Physician Oncology Services Management Company, LLC
727. Physician Reliance Holdings, LLC
728. Physician Reliance Maryland, LP
729. Physician Reliance Network, Inc. (Physician Reliance Network, LLC)
730. Physician Reliance Network, LLC
731. Physician Reliance, L.P.
732. Physician Reliance, LLC
733. Physician Sales & Service Limited Partnership
734. Physician Sales & Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
735. Pindsle Apotek AS
736. PMLX Limited
737. POC Management Group, LLC (Dispensing Solutions, Inc.)
738. Podiatry Online, Inc.
739. Portico Systems of Delaware, Inc.
740. POS I Corp. (Dublin 2016 Acquisition, LLC)
741. Presbyterian Cancer Center-Dallas, LLC
742. Prescribing Support Services Limited, England & Wales
743. Prima Brands Limited, Northern Ireland
744. PRIMELIGHT LIMITED, England
745. Prismedica S.A.S.
746. PRN Physician Reliance, LLC
747. Pro-AvO GmbH, Deutschland
748. Proclaim, Inc. (McKesson Medical-Surgical MediMart Inc.)
749. PRODILAB, France
750. Providence Radiation Oncology Partners LLC
751. PSS China Sourcing Limited
752. PSS Global Holdings
753. PSS Global Sourcing China Business Trust
754. PSS Global Sourcing Hong Kong Limited

755. PSS Global Sourcing Limited [Hong Kong]
756. PSS HK 1 Limited
757. PSS Holding, Inc. (McKesson Medical-Surgical Inc.)
758. PSS Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
759. PSS Southeast Asia Limited
760. PSS World Medical, Inc.
761. PST Products, LLC
762. PST Services, Inc. (PST Products, LLC)
763. Purchasing Alliance for Clinical Therapeutics, LLC
764. R F FOSKETT & SON LIMITED, England
765. R GORDON DRUMMOND LIMITED, England
766. R/X Automation Solutions, LLC
767. Raabtal-Apotheke Mag.pharm. Karin Drawetz KG, Landesgericht Graz
768. Radiation Oncology Services of America, Inc.
769. Radiotherapy Clinic Holdings, LLC
770. Radiotherapy Clinics of Kentuckiana, LLC
771. Radiotherapy Clinics of Kentuckiana-2, LLC
772. Radius Data Solutions, LLC
773. Radius Reimbursement Services, LLC
774. Radunnco, Inc.
775. Rancare, Inc.
776. Randolph Home Care Inc.
777. Randolph Medical Inc.
778. RCOG Cancer Centers, LLC
779. Rebel Distributors Corp. (McKesson Medical-Surgical Top Holdings Inc.)
780. recucare GmbH, Stuttgart
781. recusana GmbH, Stuttgart
782. Regenbogenapotheke "Am Leberberg" Mag. pharm. Andreas Portisch KG, HG Wien
783. RelayHealth Corporation (McKesson Information Solutions LLC)
784. Renoir Acquisition Corporation
785. Renoir Acquisition Corporation (DE)
786. RESEAU SANTE, BREST
787. RetraceHealth, Inc.
788. Rexall Pharmacy Group Ltd.
789. Rexall/Pharma Plus Pharmacies (BC) Ltd.
790. Rexall/Pharma Plus Pharmacies (Sask) Ltd.
791. Rexall/Pharma Plus Pharmacies Ltd.
792. Riel, Inc.
793. Riverside Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
794. R-jet, Incorporated
795. RMCC Cancer Center, Inc. (RMCC Cancer Center, LLC)
796. RMCC Cancer Center, LLC
797. ROSA of Eastern Shore, LLC
798. ROSA of Georgia, LLC
799. ROSA of South Alabama, LLC
800. ROSA of Southern New Jersey, LLC
801. Roth Medical Services, Inc.
802. RPRS, LLC
803. RX Information Technology LLC
804. RxC Acquisition Company
805. RxCrossroads 3PL LLC
806. Ryle and De Lacy Pharmacies Limited, Ireland
807. S.K.U., Inc.
808. Salus-Apotheke Mag. pharm. Simone Gaigg KG, Salzburg
809. Salvator - Apotheke Mag. pharm. Gertrude Pölzl KG, LG Leoben
810. San Bruno Mountain Ltd., A California Limited Partnership
811. Sandviken Apotek AS
812. Sangers (Northern Ireland) Limited, Northern Ireland
813. SANOVA Pharma GesmbH, HG Wien
814. SAVORY & MOORE (JERSEY) LIMITED, Jersey
815. SAVORY & MOORE LIMITED, Scotland
816. SCHOLLES (CHEMISTS) LIMITED, England
817. Schutzensengelapotheke Neufeld Mag. Schweifer KG, LG Eisenstadt
818. Scrip Pak, LLC (Linear Holdings, LLC)
819. Script2U Holdings LLC
820. Script2U LLC
821. ScriptHero LLC
822. ScriptHero Pharmacy Holdings LLC
823. ScriptHero Pharmacy LLC
824. Select RX, LLC (Linear Holdings, LLC)
825. SelectPlus Oncology, LLC
826. Sens Arbeidsinkluderung AS
827. Sens Eiendom AS
828. Sens Gruppen AS
829. Sens Utvikling AS

830. SERVICE DE LA REPARTITION PHARMACEUTIQUE, Paris
831. SF Valley Derm Equipment I, LLC
832. Sherman Oaks Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
833. Sherman Oaks Radiation Technology, LLC (Vantage Oncology Treatment Centers, LLC)
834. Shoup Properties, Inc.
835. SHS V Medtech Investments GmbH & Co. KG
836. Simply Medical LLC
837. SIVEM Pharmaceuticals ULC/SIVEM Produits Pharmaceutiques ULC
838. Six R Investments, Inc.
839. SOCIETE COOPERATIVE OUEST PARTAGE, BREST
840. SOCIETE D'ETUDES ET DE REALISATIONS INFORMATIQUES, Monaco
841. Sofarmex BVBA, Belgium
842. Sofiadis SCRL, Belgium
843. Soldier Acquisition Corporation
844. SOPI The Lough Limited, Ireland
845. SOPI Youghal Limited, Ireland
846. SourceTenn LLC
847. South Alabama Cancer Centers, LLC
848. South Bay Radiation Oncology, LLC
849. South Pacific Medical Inc.
850. Southeast Merger Corp.
851. Southeast Texas Cancer Centers, L.P.
852. Southern California Radiation Oncology, LLC
853. Spider Acquisition Corporation
854. Spirit Acquisition Corporation
855. Spring Valley Industries, LLC
856. St. Louis Pharmaceutical Services, LLC
857. St. Lucas-Apotheke Mag.pharm. Ilona Elisabeth Leitner KG, HG Wien
858. St. Markus Apotheke Dr. Elke Kramberger-Kaplan KG, LG Linz
859. St. Richard Apotheke Mag.pharm. Ursula Kohl KG, Landesgericht Korneuburg
860. Stadion-Apotheke Mag. pharm. Ulrike Grosser-Schmidt KG, LG St. Pölten
861. Stadt-Apotheke "Zur heiligen Barbara" Mag. pharm. Igor Mauritsch KG, Austria
862. Stadtapotheke Fürstenfeld Mag. pharm. Waltraud Maier KG, Landesgericht Graz
863. Stat RX USA, LLC (Linear Holdings, LLC)
864. STATIM FINANCE LIMITED, England
865. STEPHEN SMITH LIMITED, Guernsey
866. Sterling Medical Services, LLC (McKesson Patient Care Solutions Inc.)
867. STQ LLC
868. Strategic Health Alliance II, Inc.
869. Strategic Health Alliance Management Corp.
870. Strategic Sourcing Services LLC
871. Streator Radiation Oncology, LLC
872. Stubaital-Apotheke Mag.pharm. Christian Kernstock KG, LG Innsbruck
873. Summa Script LLC
874. Sund Apotek AS
875. SUPERFIELD LIMITED, England
876. Supplylogix LLC
877. T AND I WHITE LIMITED, England
878. T. Sheridan Sales & Marketing, Dublin
879. Tabor Apotheke Mag. pharm. Wolfram Schaden KG, LG Steyr
880. Targa Parent Holdings, LLC
881. TBC Products, Inc.
882. Temperature Controlled Pharmaceuticals Limited
883. Test Corporation changed 2 GM 3 AG
884. Test Entity - Corporation
885. Test Entity - Corporation (Glenette)
886. Test Entity - LLC (Anne)
887. Test Entity - LLC (Glenette)
888. Test Entity - LLC (Karen)
889. Test Entity - LLC (Melissa)
890. Test Entity - LP
891. Test Entity - Manager LLC
892. Test Entity - Member LLC
893. Test Entity - Parent Corporation
894. Texas Pharmaceutical Services, LLC
895. Texas Proton Therapy Center, LLC
896. The Oregon Cancer Centers, Ltd.
897. Theratech, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
898. ThriftyMed, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
899. THURNBY ROSE LIMITED, England
900. Titus Home Health Care LLC
901. Tjellesen Max Jenne A/S, Rodovre
902. Todin A/S, Denmark
903. TOPS Pharmacy Services, Inc.
904. Tower Radiation Technology, LLC
905. Tracer Enterprises LLC

906. Tri-State Radiation Oncology Centers, LLC
907. Tuna Acquisition Corp.
908. Tyler Radiation Equipment Leasing, LLC
909. Unicare Dispensers 16 Limited, Ireland
910. Unicare Dispensers 27 Limited, Ireland
911. Unicare Dispensers 5 Limited, Ireland
912. Unicare Pharmacy Group Limited, Dublin
913. United Drug (Wholesale) Limited
914. United Drug Distributors Ireland Limited
915. Unity Oncology, LLC
916. Urbani-Apotheke Mag. pharm. Bernhard Prattes KG, LG Graz
917. US Oncology Corporate, Inc.
918. US Oncology Holdings, Inc.
919. US Oncology Lab Services, LLC
920. US Oncology Pharmaceutical Services, LLC
921. US Oncology Pharmacy GPO, L.P.
922. US Oncology Reimbursement Solutions, LLC
923. US Oncology Research, Inc. (US Oncology Research, LLC)
924. US Oncology Research, LLC
925. US Oncology Specialty, LP
926. US Oncology, Inc.
927. USCITA LIMITED, England
928. USON Insurance Company
929. USON Risk Retention Group, Inc.
930. Utah Acquisition Corporation
931. Valley Equipment Company
932. Vantage Acquisition Company, LLC (Vantage Oncology, LLC)
933. Vantage Acquisition Finance, LLC (Vantage Oncology, LLC)
934. Vantage Cancer Care - Alabama, LLC (Vantage Cancer Care Networks, LLC)
935. Vantage Cancer Care - Indiana, LLC (Vantage Cancer Care Networks, LLC)
936. Vantage Cancer Care - New Mexico, LLC (Vantage Cancer Care Networks, LLC)
937. Vantage Cancer Care Network of Alabama, LLC (Vantage Cancer Care Networks, LLC)
938. Vantage Cancer Care Network of Indiana, LLC (Vantage Cancer Care Networks, LLC)
939. Vantage Cancer Care Network of New Mexico, LLC (Vantage Cancer Care Networks, LLC)
940. Vantage Cancer Care Networks, LLC
941. Vantage Cancer Centers of Georgia, LLC
942. Vantage Central Ohio Radiation Therapy, LLC
943. Vantage Equipment Acquisition, LLC
944. Vantage Exton Radiation Oncology, LLC
945. Vantage Medical Management Services, LLC
946. Vantage Mokena Radiation Oncology, LLC
947. Vantage Oncology - Brooklyn, LLC
948. Vantage Oncology Centers - Beverly Hills, LLC
949. Vantage Oncology Finance Co. (Vantage Oncology, LLC)
950. Vantage Oncology Holdings, LLC
951. Vantage Oncology LLC PAC Corporation
952. Vantage Oncology Physics, LLC
953. Vantage Oncology Treatment Centers - Brevard, LLC
954. Vantage Oncology Treatment Centers - Brockton, LLC
955. Vantage Oncology Treatment Centers - Central Florida, LLC (Vantage Oncology Treatment Centers, LLC)
956. Vantage Oncology Treatment Centers - Northern Arizona, LLC
957. Vantage Oncology Treatment Centers - Ohio, LLC (Vantage Oncology Treatment Centers, LLC)
958. Vantage Oncology Treatment Centers - San Antonio, LLC (Vantage Oncology Treatment Centers, LLC)
959. Vantage Oncology Treatment Centers - Tri-State, LLC
960. Vantage Oncology Treatment Centers, LLC
961. Vantage Oncology, LLC
962. Vantage Operational Support Services, LLC
963. Vantage Radiation Oncology Associates, LLC
964. Vantage San Antonio Radiation Oncology, LLC (Vantage Oncology Treatment Centers - San Antonio, LLC)
965. Vantage South Suburban Radiation Oncology, LLC
966. VC Services, Inc.
967. VEC GP, LLC
968. VerbalCare, LLC
969. Verdal Apotek AS
970. Very Important Products, Inc.

- 971. Visitacion Associates
- 972. Vitapharm, proizvodnja in trgovina
farmacevtskih izdelkov d.o.o., Murska
Sobota
- 973. Vitusapotek Jessheim Storsenter AS
- 974. Vitus-Apteket Torvbyen Fredrikstad AS
- 975. VOTC-Queens, LLC
- 976. Vulcan Acquisition Subsidiary, Inc.
- 977. W H CHANTER LIMITED, England
- 978. W H GREEN (CHEMISTS) LIMITED,
England
- 979. W JAMIESON (CHEMISTS) LIMITED,
England
- 980. W.H.C.P. (DUNDEE) LIMITED,
Scotland
- 981. Walsh Distribution, L.L.C.
- 982. Walsh Healthcare Solutions LLC
- 983. Walsh Healthcare Solutions, Inc.
- 984. Walsh Heartland, L.L.C.
- 985. Walsh Southwest L.L.C.
- 986. Well.ca ULC
- 987. West Florida Radiation Therapy, LLC
- 988. West Wholesale Drug Co.
- 989. WESTCLOSE LIMITED, England
- 990. Western Tumor Radiation Oncology, LLC
(Vantage Oncology Treatment Centers,
LLC)
- 991. Westside LA Derm Equipment I, LLC
- 992. WFCC Radiation Management Company,
LLC
- 993. Wickham Radiation Oncology, LLC
(Vantage Oncology Treatment Centers,
LLC)
- 994. Wiley Industries, LLC
- 995. Wilkes Barre Radiation Technology, LLC
(Vantage Oncology Treatment Centers,
LLC)
- 996. Wilkes-Barre Radiation Oncology, LLC
- 997. Windmill Realty, LLC
- 998. WOODSIDE PHARMACY (GLASGOW)
LIMITED, Scotland
- 999. World Medical Government Solutions,
LLC
- 1000. WorldMed Shared Services, Inc.
- 1001. WZ-WundZentren GmbH, AG Düsseldorf
- 1002. Ybbstal-Apotheke Mag.pharm. Adelheid
Tazreiter KG, LG St. Pölten
- 1003. Zeepro, Inc.

EXHIBIT K

Subdivision Settlement Participation Form

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT L

Settlement Fund Administrator

This Exhibit L will be appended to the Agreement prior to the Initial Participation Date pursuant to Section I.MMM.

EXHIBIT M

Settlement Payment Schedule

The below reflects the maximum payment if all States become Settling States and no offsets or reductions pursuant to this Agreement apply.

The text of this Agreement explains the terms, conditions, and underlying calculations for each of these Payments.

	Payment 1	Payment 2	Payment 3	Payment 4	Payment 5	Payment 6	Payment 7	Payment 8	Payment 9	Payment 10	Payment 11	Payment 12	Payment 13	Payment 14	Payment 15	Payment 16	Payment 17	Payment 18	Total
Resitution/Abatement	\$792,612,857.89	\$832,997,473.28	\$832,997,473.28	\$1,042,614,337.16	\$1,042,614,337.15	\$1,042,614,337.15	\$1,042,614,337.15	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$18,554,013,691.11
Base	\$458,881,128.25	\$482,261,695.06	\$482,261,695.06	\$603,618,826.78	\$603,618,826.77	\$562,304,221.38	\$562,304,221.38	\$668,613,860.15	\$668,613,860.15	\$668,613,860.15	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$10,204,707,530.09
Bonus A	\$333,731,729.64	\$350,735,778.22	\$350,735,778.22	\$438,995,510.38	\$438,995,510.38	\$408,948,524.64	\$408,948,524.64	\$486,264,625.57	\$486,264,625.57	\$486,264,625.57	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$7,421,605,476.43
Bonus B	\$208,582,331.02	\$219,209,861.39	\$219,209,861.39	\$274,372,193.99	\$274,372,193.99	\$255,592,827.90	\$255,592,827.90	\$303,915,390.98	\$303,915,390.98	\$303,915,390.98	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$4,638,503,422.77
Bonus C	\$125,149,398.61	\$131,525,916.83	\$131,525,916.83	\$164,623,316.39	\$164,623,316.39	\$153,355,696.74	\$153,355,696.74	\$182,349,234.59	\$182,349,234.59	\$182,349,234.59	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$2,783,102,053.66
Bonus D						\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$927,700,684.60
Additional Restitution Amount	\$64,615,384.62	\$113,076,923.08	\$105,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$282,692,307.70
State Cost Fund	\$56,538,461.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,538,461.54
State Outside Counsel Fee Fund	\$136,044,378.70	\$129,230,769.23	\$17,417,159.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$282,692,307.70
Attorney Fee Fund	\$136,044,378.70	\$150,934,911.25	\$270,825,443.80	\$183,625,739.68	\$183,625,739.69	\$183,625,739.69	\$183,625,739.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,292,307,692.51
MDL Expense Fund	\$40,384,615.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,384,615.39
Litigating Subdivision Cost Fund	\$40,000,000.00	\$40,000,000.00	\$40,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000,000.00
Total Payment	\$1,266,240,076.84	\$1,266,240,076.84	\$1,266,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$20,628,629,075.93Max After Credit \$491,370,923.07Tribal/W. Va. Credit \$21,119,999,999.00Global Settlement Amount

EXHIBIT N

Additional Restitution Amount Allocation

American Samoa	0.0269444247%
Arizona	3.6430210329%
California	16.2669545320%
Colorado	2.7085512198%
Connecticut	2.1096636070%
District of Columbia	0.3322525916%
Guam	0.0804074609%
Illinois	5.4255643065%
Iowa	1.2999070108%
Kansas	1.3410510698%
Louisiana	2.3525361878%
Maine	0.9038789471%
Maryland	3.2974316916%
Massachusetts	3.6093694218%
Minnesota	2.1790874099%
Missouri	3.1849331362%
N. Mariana Islands	0.0285222675%
Nebraska	0.7246475605%
New Jersey	4.3741379541%
New York	9.7303039729%
North Carolina	5.1803544928%
North Dakota	0.3171626484%
Oregon	2.2051475878%
Pennsylvania	7.0279415168%
Tennessee	4.2216179010%
Texas	10.4894528864%
Virgin Islands	0.0544915651%
Virginia	3.7333854452%
Wisconsin	2.8360231633%
Wyoming	0.3152569876%

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval.* A State-Subdivision Agreement shall be agreed when it has been approved by the State and either (a) Subdivisions whose aggregate "*Population Percentages*," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes that do not function as local governments, fifteen percent (15%) of or more of the Settling State's General Purpose Governments that qualify as Subdivisions), by number.

2. *Approval Authority.* Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.

3. *Population Percentage Calculation.* For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes¹⁷, the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) two hundred percent (200%) of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) two hundred percent (200%) of the State's population. A "*Primary Incorporated Municipality*" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population; *provided* that the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to two hundred percent (200%) of its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each General Purpose Government (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.

4. *Preexisting Agreements and Statutory Provisions.* A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

¹⁷ Certain states do not have counties or parishes that have functional governments, including: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont.

5. *Revised Agreements.* A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions pursuant to the terms above.

EXHIBIT P

Injunctive Relief

I. INTRODUCTION

- A. Within ninety (90) days of the Effective Date unless otherwise set forth herein, each Injunctive Relief Distributor shall implement the injunctive relief terms set forth in Sections II through XIX (the “*Injunctive Relief Terms*”) in its Controlled Substance Monitoring Program (“*CSMP*”).
- B. The Effective Date of these Injunctive Relief Terms shall be defined by Section I.P of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.

II. TERM AND SCOPE

- A. The duration of the Injunctive Relief Terms contained in Sections IV through XVI shall be ten (10) years from the Effective Date.
- B. McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation are referred to collectively throughout these Injunctive Relief Terms as the “*Injunctive Relief Distributors*” or individually as an “*Injunctive Relief Distributor*.” Each Injunctive Relief Distributor is bound by the terms herein.
- C. The requirements contained in Sections VIII through XV shall apply to the distribution of Controlled Substances to Customers by each Injunctive Relief Distributor’s Full-Line Wholesale Pharmaceutical Distribution Business, including by any entities acquired by the Injunctive Relief Distributors that are engaged in the Full-Line Wholesale Pharmaceutical Distribution Business. The prior sentence is not limited to activity physically performed at each Injunctive Relief Distributor’s distribution centers and includes activity covered by the prior sentence performed by each Injunctive Relief Distributor at any physical location, including at its corporate offices or at the site of a Customer with respect to Sections III through XV.

III. DEFINITIONS

- A. “*Audit Report*.” As defined in Section XVIII.H.3.
- B. “*Chain Customers*.” Chain retail pharmacies that have centralized corporate headquarters and have multiple specific retail pharmacy locations from which Controlled Substances are dispensed to individual patients.
- C. “*Chief Diversion Control Officer*.” As defined in Section IV.A.
- D. “*Clearinghouse*.” The system established by Section XVII.

- E. “*Clearinghouse Advisory Panel.*” As defined in Section XVII.B.4.
- F. “*Controlled Substances.*” Those substances designated under schedules II-V pursuant to the federal Controlled Substances Act and the laws and regulations of the Settling States that incorporate federal schedules II-V. For purposes of the requirements of the Injunctive Relief Terms, Gabapentin shall be treated as a Controlled Substance, except for purposes of Section XII for Customers located in States that do not regulate it as a controlled substance or similar designation (e.g., drug of concern).
- G. “*Corrective Action Plan.*” As defined in Section XIX.B.7.b.
- H. “*CSMP.*” As defined in Section I.A.
- I. “*CSMP Committee.*” As defined in Section VI.A.
- J. “*Customers.*” Refers collectively to current, or where applicable potential, Chain Customers and Independent Retail Pharmacy Customers. “Customers” do not include long-term care facilities, hospital pharmacies, and pharmacies that serve exclusively inpatient facilities.
- K. “*Data Security Event.*” Refers to any compromise, or threat that gives rise to a reasonable likelihood of compromise, by unauthorized access or inadvertent disclosure impacting the confidentiality, integrity, or availability of Dispensing Data.
- L. “*Dispensing Data.*” Includes, unless altered by the Clearinghouse Advisory Panel: (i) unique patient IDs; (ii) patient zip codes; (iii) the dates prescriptions were dispensed; (iv) the NDC numbers of the drugs dispensed; (v) the quantities of drugs dispensed; (vi) the day’s supply of the drugs dispensed; (vii) the methods of payment for the drugs dispensed; (viii) the prescribers’ names; (ix) the prescribers’ NPI or DEA numbers; and (x) the prescribers’ zip codes or addresses. The Clearinghouse will be solely responsible for collecting Dispensing Data.
- M. “*Draft Report.*” As defined in Section XVIII.H.1.
- N. “*Effective Date.*” As defined in Section I.B.
- O. “*Full-Line Wholesale Pharmaceutical Distribution Business.*” Activity engaged in by distribution centers with a primary business of supplying a wide range of branded, generic, over-the-counter and specialty pharmaceutical products to Customers.
- P. “*Highly Diverted Controlled Substances.*” Includes: (i) oxycodone; (ii) hydrocodone; (iii) hydromorphone; (iv) tramadol; (v) oxymorphone; (vi) morphine; (vii) methadone; (viii) carisoprodol; (ix) alprazolam; and (x) fentanyl. The Injunctive Relief Distributors shall confer annually and review this list to determine whether changes are appropriate and shall add Controlled Substances to

the list of Highly Diverted Controlled Substances as needed based on information provided by the DEA and/or other sources related to drug diversion trends. The Injunctive Relief Distributors shall notify the State Compliance Review Committee and the Monitor of any additions to the list of Highly Diverted Controlled Substances. Access to Controlled Substances predominately used for Medication-Assisted Treatment shall be considered when making such additions.

- Q. “*Independent Retail Pharmacy Customers.*” Retail pharmacy locations that do not have centralized corporate headquarters and dispense Controlled Substances to individual patients.
- R. “*Injunctive Relief Distributors.*” As defined in Section II.B.
- S. “*Injunctive Relief Terms.*” As defined in Section I.A.
- T. “*Monitor.*” As defined in Section XVIII.A.
- U. “*National Arbitration Panel.*” As defined by Section I.GG of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
- V. “*NDC.*” National Drug Code.
- W. “*non-Controlled Substance.*” Prescription medications that are not Controlled Substances.
- X. “*Notice of Potential Violation.*” As defined in Section XIX.B.2.
- Y. “*Order.*” A unique Customer request on a specific date for (i) a certain amount of a specific dosage form or strength of a Controlled Substance or (ii) multiple dosage forms and/or strengths of a Controlled Substance. For the purposes of this definition, each line item on a purchasing document or DEA Form 222 is a separate order, except that a group of line items either in the same drug family or DEA base code (based upon the structure of a Injunctive Relief Distributor’s CSMP) may be considered to be a single order.
- Z. “*Pharmacy Customer Data.*” Aggregated and/or non-aggregated data provided by the Customer for a 90-day period.
 - 1. To the extent feasible based on the functionality of a Customer’s pharmacy management system, Pharmacy Customer Data shall contain (or, in the case of non-aggregated data, shall be sufficient to determine) the following:
 - a) A list of the total number of prescriptions and dosage units for each NDC for all Controlled Substances and non-Controlled Substances;

- b) A list of the top five prescribers of each Highly Diverted Controlled Substance by dosage volume and the top ten prescribers of all Highly Diverted Controlled Substances combined by dosage volume. For each prescriber, the data shall include the following information:
 - (1) Number of prescriptions and doses prescribed for each Highly Diverted Controlled Substance NDC;
 - (2) Number of prescriptions for each unique dosage amount (number of pills per prescription) for each Highly Diverted Controlled Substance NDC;
 - (3) Prescriber name, DEA registration number, and address; and
 - (4) Medical practice/specialties, if available;
 - c) Information on whether the method of payment was cash for (a) Controlled Substances, and (b) non-Controlled Substances; and
 - d) Information on top ten patient residential areas by five-digit ZIP code prefix for filled Highly Diverted Controlled Substances by dosage volume, including number of prescriptions and doses for each Highly Diverted Controlled Substance NDC.
- 2. Injunctive Relief Distributors are not required to obtain Pharmacy Customer Data for all Customers. Pharmacy Customer Data only needs to be obtained under circumstances required by the Injunctive Relief Terms and the applicable CSMP policies and procedures. Each Injunctive Relief Distributor's CSMP policies and procedures shall describe the appropriate circumstances under which and methods to be used to obtain and analyze Pharmacy Customer Data.
 - 3. Injunctive Relief Distributors shall only collect, use, disclose or retain Pharmacy Customer Data consistent with applicable federal and state privacy and consumer protections laws. Injunctive Relief Distributors shall not be required to collect, use, disclose or retain any data element that is prohibited by law or any element that would require notice to or consent from the party who is the subject of the data element, including, but not limited to, a third party (such as a prescriber) to permit collection, use, disclosure and/or retention of the data.

AA. *"Potential Violation."* As defined in Section XIX.B.1.

BB. *"Reporting Periods."* As defined in Section XVIII.C.1.

- CC. “*Settling State*.” As defined by Section I.OOO of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
- DD. “*State Compliance Review Committee*.” The initial State Compliance Review Committee members are representatives from the Attorneys General Offices of Connecticut, Florida, New York, North Carolina, Tennessee, and Texas. The membership of the State Compliance Review Committee may be amended at the discretion of the Settling States.
- EE. “*Suspicious Orders*.” As defined under federal law and regulation and the laws and regulations of the Settling States that incorporate the federal Controlled Substances Act. Suspicious Orders currently include, but are not limited to, orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.
- FF. “*Threshold*.” The total volume of a particular drug family, DEA base code, or a particular formulation of a Controlled Substance that an Injunctive Relief Distributor shall allow a Customer to purchase in any particular period. This term may be reassessed during Phase 2-B of the Clearinghouse.
- GG. “*Third Party Request*.” A request from an entity other than an Injunctive Relief Distributor, a Settling State, or the Monitor pursuant to a subpoena, court order, data practices act, freedom of information act, public information act, public records act, or similar law.
- HH. “*Top Prescriber*.” A prescriber who, for a Customer, is either (i) among the top five (5) prescribers of each Highly Diverted Controlled Substance or (ii) among the top ten (10) prescribers of Highly Diverted Controlled Substances combined, as determined from the most recent Pharmacy Customer Data for that Customer.

IV. CSMP PERSONNEL

- A. Each Injunctive Relief Distributor shall establish or maintain the position of Chief Diversion Control Officer, or other appropriately titled position, to oversee the Injunctive Relief Distributor’s CSMP. The Chief Diversion Control Officer shall have appropriate experience regarding compliance with the laws and regulations concerning Controlled Substances, in particular laws and regulations requiring effective controls against the potential diversion of Controlled Substances. The Chief Diversion Control Officer shall report directly to either the senior executive responsible for U.S. pharmaceutical distribution or the most senior legal officer at the Injunctive Relief Distributor.
- B. The Chief Diversion Control Officer shall be responsible for the approval of material revisions to the CSMP.
- C. The Chief Diversion Control Officer shall provide at least quarterly reports to the CSMP Committee regarding the Injunctive Relief Distributor’s operation of the

CSMP, including the implementation of any changes to the CSMP required by these Injunctive Relief Terms.

- D. An Injunctive Relief Distributor's CSMP functions, including, but not limited to, the onboarding and approval of new Customers for the sale of Controlled Substances, setting and adjusting Customer Thresholds for Controlled Substances, terminating or suspending Customers, and submitting Suspicious Orders and other reports to Settling States (or the Clearinghouse, when operational), but excluding support necessary to perform these functions, shall be conducted exclusively by the Injunctive Relief Distributor's CSMP personnel or qualified third-party consultants.
- E. Staffing levels of each Injunctive Relief Distributor's CSMP department shall be reviewed periodically, but at least on an annual basis, by the Injunctive Relief Distributor's CSMP Committee. This review shall include consideration of relevant developments in technology, law, and regulations to ensure the necessary resources are in place to carry out the program in an effective manner.
- F. Personnel in an Injunctive Relief Distributor's CSMP department shall not report to individuals in an Injunctive Relief Distributor's sales department, and sales personnel shall not be authorized to make decisions regarding the promotion, compensation, demotion, admonition, discipline, commendation, periodic performance reviews, hiring, or firing of CSMP personnel.
- G. The CSMP policies and procedures shall be published in a form and location readily accessible to all CSMP personnel at each Injunctive Relief Distributor.

V. INDEPENDENCE

- A. For each Injunctive Relief Distributor, sales personnel compensated with commissions shall not be compensated based on revenue or profitability targets or expectations for sales of Controlled Substances. However, each Injunctive Relief Distributor's personnel may, as applicable, be compensated (including incentive compensation) based on formulas that include total sales for all of the Injunctive Relief Distributor's products, including Controlled Substances. The compensation of sales personnel shall not include incentive compensation tied solely to sales of Controlled Substances.
- B. For any Injunctive Relief Distributor personnel who are compensated at least in part based on Customer sales, the Injunctive Relief Distributor shall ensure the compensation of such personnel is not decreased by a CSMP-related suspension or termination of a Customer or as a direct result of the reduction of sales of Controlled Substances to a Customer pursuant to the CSMP.
- C. The Injunctive Relief Distributors' sales personnel shall not be authorized to make decisions regarding the implementation of CSMP policies and procedures, the design of the CSMP, the setting or adjustment of Thresholds, or other actions taken pursuant to the CSMP, except sales personnel must provide information

regarding compliance issues to CSMP personnel promptly. The Injunctive Relief Distributors' sales personnel are prohibited from interfering with, obstructing, or otherwise exerting control over any CSMP department decision-making.

- D. Each Injunctive Relief Distributor shall review its compensation and non-retaliation policies and, if necessary, modify and implement changes to those policies to effectuate the goals of, and incentivize compliance with, the CSMP.
- E. Each Injunctive Relief Distributor shall maintain a telephone, email, and/or web-based "hotline" to permit employees and/or Customers to anonymously report suspected diversion of Controlled Substances or violations of the CSMP, Injunctive Relief Distributor company policy related to the distribution of Controlled Substances, or applicable law. Each Injunctive Relief Distributor shall share the hotline contact information with their employees and Customers. Each Injunctive Relief Distributor shall maintain all complaints made to the hotline, and document the determinations and bases for those determinations made in response to all complaints.

VI. OVERSIGHT

- A. To the extent not already established, each Injunctive Relief Distributor shall establish a committee that includes senior executives with responsibility for legal, compliance, distribution and finance to provide oversight over its CSMP (the "*CSMP Committee*"). The Chief Diversion Control Officer shall be a member of the CSMP Committee. The CSMP Committee shall not include any employee(s) or person(s) performing any sales functions on behalf of the Injunctive Relief Distributor; provided that service on the CSMP Committee by any senior executives listed in this paragraph whose responsibilities may include, but are not limited to, management of sales functions shall not constitute a breach of the Injunctive Relief Terms.
- B. Each Injunctive Relief Distributor's CSMP Committee shall have regular meetings during which the Chief Diversion Control Officer shall present to the CSMP Committee with respect to, and the CSMP Committee shall evaluate, among other things: (1) any material modifications and potential enhancements to the CSMP including, but not limited to, those relating to Customer due diligence and Suspicious Order monitoring and reporting; (2) any significant new national and regional diversion trends involving Controlled Substances; (3) the Injunctive Relief Distributor's adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; and (4) any technology, staffing, or other resource needs for the CSMP. The CSMP Committee shall have access to all CSMP reports. The CSMP Committee will review and approve the specific metrics used to identify the Red Flags set forth in Section VIII.
- C. On a quarterly basis, each Injunctive Relief Distributor's CSMP Committee shall send a written report to the Injunctive Relief Distributor's Chief Executive, Chief

Financial, and Chief Legal Officer, as well as its Board of Directors, addressing: (1) the Injunctive Relief Distributor's substantial adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; (2) recommendations as appropriate about the allocation of resources to ensure the proper functioning of the Injunctive Relief Distributor's CSMP; and (3) significant revisions to the CSMP. The Board of Directors or a committee thereof at each Injunctive Relief Distributor shall document in its minutes its review of the quarterly CSMP Committee reports.

- D. To the extent not already established, the Board of Directors of each Injunctive Relief Distributor shall establish its own compliance committee (the "*Board Compliance Committee*") to evaluate, at a minimum, and on a quarterly basis: (1) the CSMP Committee's written reports; (2) the Injunctive Relief Distributor's substantial adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; (3) the Injunctive Relief Distributor's code of conduct and any whistleblower reporting policies, including those prescribed by Section V.E; and (4) any significant regulatory and/or government enforcement matters within the review period relating to the distribution of Controlled Substances. An Injunctive Relief Distributor meets this requirement if it established, prior to the Effective Date, multiple committees of its Board of Directors that together have responsibilities outlined in this paragraph.
- E. The Board Compliance Committee shall have the authority to: (1) require management of the Injunctive Relief Distributor to conduct audits on any CSMP or legal and regulatory concern pertaining to Controlled Substances distribution, and to update its full Board of Directors on those audits; (2) to commission studies, reviews, reports, or surveys to evaluate the Injunctive Relief Distributor's CSMP performance; (3) request meetings with the Injunctive Relief Distributor's management and CSMP staff; and (4) review the appointment, compensation, performance, and replacement of the Injunctive Relief Distributor's Chief Diversion Control Officer.

VII. MANDATORY TRAINING

- A. Each Injunctive Relief Distributor shall require all new CSMP personnel to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, and its duties with respect to maintaining effective controls against potential diversion of Controlled Substances and reporting Suspicious Orders pursuant to state and federal laws and regulations prior to conducting any compliance activities for the Injunctive Relief Distributor without supervision.
- B. Each Injunctive Relief Distributor shall provide annual trainings to CSMP personnel on its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled

Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

- C. On an annual basis, each Injunctive Relief Distributor shall test its CSMP personnel on their knowledge regarding its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled Substances and to report Suspicious Orders pursuant to state and federal laws and regulations.
- D. Each Injunctive Relief Distributor shall train all third-party compliance consultants (defined as non-employees who are expected to devote fifty percent (50%) or more of their time to performing work related to the Injunctive Relief Distributor's CSMP, excluding information technology consultants not engaged in substantive functions related to an Injunctive Relief Distributor's CSMP) performing compliance functions for the Injunctive Relief Distributor in the same manner as the Injunctive Relief Distributor's CSMP personnel.
- E. At least every three (3) years in the case of existing employees, and within the first six months of hiring new employees, each Injunctive Relief Distributor shall require operations, sales, and senior executive employees to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, the hotline established in Section V.E, and its duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

VIII. RED FLAGS

- A. Within one hundred and twenty days (120) of the Effective Date, each Injunctive Relief Distributor shall, at a minimum, apply specific metrics to identify the potential Red Flags described in Section VIII.D with respect to Independent Retail Pharmacy Customers. For Chain Customers, the metrics used to identify the Red Flags described in Section VIII.D may be adjusted based on the specific business model and supplier relationships of the Chain Customer.
- B. Each Injunctive Relief Distributor shall evaluate and, if necessary, enhance or otherwise adjust the specific metrics it uses to identify Red Flags set forth in Section VIII.D.
- C. Each Injunctive Relief Distributor shall provide annually to the Monitor the specific metrics it uses to identify Red Flags as set forth in Section VIII.D. The Monitor shall review the metrics used to identify Red Flags as set forth in Section VIII.D to assess whether the metrics are reasonable. The Monitor may, at its discretion, suggest revisions to the metrics in the annual Audit Report as part of the Red Flags Review set forth in Section XVIII.F.3.f. Each Injunctive Relief Distributor may rely on its specific metrics to comply with the requirements of Section VIII unless and until the Monitor proposes a revised metric in connection with Section XVIII.H.

D. For purposes of the Injunctive Relief Terms, “*Red Flags*” are defined as follows:

1. **Ordering ratio of Highly Diverted Controlled Substances to non-Controlled Substances:** Analyze the ratio of the order volume of all Highly Diverted Controlled Substances to the order volume of all non-Controlled Substances to identify Customers with significant rates of ordering Highly Diverted Controlled Substances.
2. **Ordering ratio of Highly Diverted Controlled Substance base codes or drug families to non-Controlled Substances:** Analyze the ratio of the order volume of each Highly Diverted Controlled Substance base code or drug family to the total order volume of all non-Controlled Substances to identify Customers with significant rates of ordering each Highly Diverted Controlled Substance base code or drug family.
3. **Excessive ordering growth of Controlled Substances:** Analyze significant increases in the ordering volume of Controlled Substances using criteria to identify customers that exhibit percentage growth of Controlled Substances substantially in excess of the percentage growth of non-Controlled Substances.
4. **Unusual formulation ordering:** Analyze ordering of Highly Diverted Controlled Substances to identify customers with significant ordering of high-risk formulations. High-risk formulations include, but are not limited to, 10mg hydrocodone, 8mg hydromorphone, 2mg alprazolam, single-ingredient buprenorphine (*i.e.*, buprenorphine without naloxone), and highly-abused formulations of oxycodone. On an annual basis (or as otherwise necessary), high-risk formulations of Highly Diverted Controlled Substances may be added, removed, or revised based on the Injunctive Relief Distributors’ assessment and regulatory guidance.
5. **Out-of-area patients:** Analyze Pharmacy Customer Data or Dispensing Data to assess volume of prescriptions for Highly Diverted Controlled Substances for out-of-area patients (based on number of miles traveled between a patient’s zip code and the pharmacy location, depending on the geographic area of interest) taking into consideration the percentage of out-of-area patients for non-Controlled Substances.
6. **Cash prescriptions:** Analyze Pharmacy Customer Data or Dispensing Data to assess percentage of cash payments for purchases of Controlled Substances taking into consideration the percentage of cash payments for purchases of non-Controlled Substances.
7. **Prescriber activity of Customers:** Analyze Pharmacy Customer Data or Dispensing Data to identify Customers that are dispensing Highly Diverted Controlled Substance prescriptions for Top Prescribers as follows:

- a) Top Prescribers representing a significant volume of dispensing where the prescriber's practice location is in excess of 50 miles from the pharmacy ("out-of-area"), relative to the percentage of out-of-area prescriptions for non-Controlled Substances.
 - b) Top Prescribers representing prescriptions for the same Highly Diverted Controlled Substances in the same quantities and dosage forms indicative of pattern prescribing (e.g., a prescriber providing many patients with the same high-dose, high-quantity supply of 30mg oxycodone HCL prescription without attention to the varying medical needs of the prescriber's patient population).
 - c) Top Prescribers where the top five (5) or fewer prescribers represent more than fifty percent (50%) of total prescriptions for Highly Diverted Controlled Substances during a specified period.
 - 8. **Public regulatory actions against Customers:** Review information retrieved from companies that provide licensing and disciplinary history records (e.g., LexisNexis), and/or other public sources, including governmental entities, showing that the Customer, pharmacists working for that Customer, or the Customer's Top Prescribers have been subject, in the last five (5) years, to professional disciplinary sanctions regarding the dispensing or handling of Controlled Substances or law enforcement action related to Controlled Substances diversion. Continued licensing by a relevant state agency may be considered, but shall not be dispositive, in resolving the Red Flag. For Chain Customer locations, representations from each Chain Customer that it reviews its pharmacists' licensing statuses annually and for the regulatory actions described in this paragraph has either (i) taken appropriate employment action, or (ii) disclosed the regulatory action to the Injunctive Relief Distributor, may be considered in resolving the Red Flag.
 - 9. **Customer termination data:** Review information from the Injunctive Relief Distributor's due diligence files and, when operable, from the Clearinghouse, subject to Section VIII.F, regarding Customers that have been terminated from ordering Controlled Substances by another distributor due to concerns regarding Controlled Substances.
- E. For any Red Flag evaluation in Section VIII.D that may be performed using Pharmacy Customer Data or Dispensing Data, an Injunctive Relief Distributor will analyze the Red Flag using Pharmacy Customer Data, to the extent feasible based on the functionality of a Customer's pharmacy management system, until Dispensing Data is collected and analyzed by the Clearinghouse as described in Section XVII. Until Dispensing Data is collected and analyzed by the Clearinghouse, an Injunctive Relief Distributor may satisfy the Red Flag evaluations in Sections VIII.D.5 through VIII.D.7 by engaging in considerations of out-of-area patients, cash payments for prescriptions and Top Prescribers

without satisfying the specific requirements of Sections VIII.D.5 through VIII.D.7. In the event that the Clearinghouse is not collecting and analyzing Dispensing Data within two years of the Effective Date, the Injunctive Relief Distributors and the State Compliance Review Committee shall meet and confer to consider alternatives for the performance of the analysis required by Sections VIII.D.5 through VIII.D.7 using Pharmacy Customer Data.

- F. As provided for in Section XVII.C.4, the foregoing Red Flag evaluations may be performed by the Clearinghouse and reported to the relevant Injunctive Relief Distributors.
- G. The Injunctive Relief Distributors and the State Compliance Review Committee shall work in good faith to identify additional potential Red Flags that can be derived from the data analytics to be performed by the Clearinghouse.

IX. ONBOARDING

- A. For each Injunctive Relief Distributor, prior to initiating the sale of Controlled Substances to a potential Customer, a member of the Injunctive Relief Distributor's CSMP department (or a qualified third-party compliance consultant trained on the Injunctive Relief Distributor's CSMP) shall perform the following due diligence:
 - 1. Interview the pharmacist-in-charge, either over the telephone, via videoconference, or in person. The interview shall include questions regarding the manner in which the potential Customer maintains effective controls against the potential diversion of Controlled Substances.
 - 2. Obtain a "Pharmacy Questionnaire" completed by the owner and/or pharmacist-in-charge of the potential Customer. The Pharmacy Questionnaire shall require going-concern potential Customers to list their top ten (10) prescribers for Highly Diverted Controlled Substances combined, along with the prescriber's specialty, unless the Injunctive Relief Distributor is able to obtain this data otherwise. The Pharmacy Questionnaire shall also require disclosure of the identity of all other distributors that serve the potential Customer, and whether the potential Customer has been terminated or suspended from ordering Controlled Substances by another distributor and the reason for any termination or suspension. The Pharmacy Questionnaire shall request information that would allow the Injunctive Relief Distributor to identify Red Flags, including questions regarding the manner in which the potential Customer maintains effective controls against the potential diversion of Controlled Substances. A potential Customer's responses to the Pharmacy Questionnaire shall be verified, to the extent applicable and practicable, against external sources (for example, the Clearinghouse, once operational, and Automation of Reports and Consolidated Orders System ("ARCOS")) data made available to the Injunctive Relief Distributor by the

DEA). The Pharmacy Questionnaire shall be maintained by the Injunctive Relief Distributor in a database accessible to its CSMP personnel.

3. Complete a written onboarding report to be maintained in a database accessible to the Injunctive Relief Distributor's CSMP personnel reflecting the findings of the interview and any site visit, the findings regarding the identification of and, if applicable, conclusion concerning any Red Flag associated with the pharmacy, as well as an analysis of the Pharmacy Questionnaire referenced in the preceding paragraph.
 4. For going-concern potential Customers, review Pharmacy Customer Data to assist with the identification of any Red Flags.
 5. Document whether the potential Customer or the pharmacist-in-charge has been subject to any professional disciplinary sanctions or law enforcement activity related to Controlled Substances dispensing, and, if so, the basis for that action. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.
- B. For Chain Customers, each Injunctive Relief Distributor may obtain the information in Section IX.A from a corporate representative of the Chain Customer.
- C. In the event that an Injunctive Relief Distributor identifies one or more unresolved Red Flags or other information indicative of potential diversion of Controlled Substances through the onboarding process or otherwise, the Injunctive Relief Distributor shall refrain from selling Controlled Substances to the potential Customer pending additional due diligence. If following additional due diligence, the Injunctive Relief Distributor is unable to resolve the Red Flags or other information indicative of diversion, the Injunctive Relief Distributor shall not initiate the sale of Controlled Substances to the potential Customer and shall report the potential Customer consistent with Section XIV. If the Injunctive Relief Distributor determines that the potential Customer may be onboarded for the sale of Controlled Substances, the Injunctive Relief Distributor shall document the decision and the bases for its decision. Such a good faith determination, if documented, shall not serve, without more, as the basis of a future claim of non-compliance with the Injunctive Relief Terms. For Chain Customers, these provisions shall apply to the potential specific pharmacies in question.

X. ONGOING DUE DILIGENCE

- A. Each Injunctive Relief Distributor shall periodically review its procedures and systems for detecting patterns or trends in Customer order data or other information used to evaluate whether a Customer is maintaining effective controls against diversion.
- B. Each Injunctive Relief Distributor shall conduct periodic proactive compliance reviews of its Customers' performance in satisfying their corresponding

responsibilities to maintain effective controls against the diversion of Controlled Substances.

- C. Each Injunctive Relief Distributor shall review ARCOS data made available to it by the DEA and, once operational, by the Clearinghouse, to assist with Customer specific due diligence. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.
- D. Each Injunctive Relief Distributor shall conduct due diligence as set forth in its CSMP policies and procedures in response to concerns of potential diversion of Controlled Substances at its Customers. For Chain Customers, these provisions shall apply to the specific pharmacies in question. The due diligence required by an Injunctive Relief Distributor's CSMP policies and procedures may depend on the information or events at issue. The information or events raising concerns of potential diversion of Controlled Substances at a Customer include but are not limited to:
 - 1. The discovery of one or more unresolved Red Flags;
 - 2. The receipt of information directly from law enforcement or regulators concerning potential diversion of Controlled Substances at or by a Customer;
 - 3. The receipt of information concerning the suspension or revocation of pharmacist's DEA registration or state license related to potential diversion of Controlled Substances;
 - 4. The receipt of reliable information through the hotline established in Section V.E concerning suspected diversion of Controlled Substances at the Customer;
 - 5. The receipt of reliable information from another distributor concerning suspected diversion of Controlled Substances at the Customer; or
 - 6. Receipt of other reliable information that the Customer is engaged in conduct indicative of diversion or is failing to adhere to its corresponding responsibility to prevent the diversion of Highly Diverted Controlled Substances.
- E. On an annual basis, each Injunctive Relief Distributor shall obtain updated pharmacy questionnaires from five hundred (500) Customers to include the following:
 - 1. The top 250 Customers by combined volume of Highly Diverted Controlled Substances purchased from the Injunctive Relief Distributor measured as of the end of the relevant calendar year; and

2. Additional Customers selected as a representative sample of various geographic regions, customer types (Independent Retail Pharmacy Customers and Chain Customers), and distribution centers. Each Injunctive Relief Distributor's Chief Diversion Control Officer shall develop risk-based criteria for the sample selection.

F. Scope of Review

1. For reviews triggered by Section X.D, an Injunctive Relief Distributor shall conduct due diligence and obtain updated Pharmacy Customer Data or equivalent, or more comprehensive data from the Clearinghouse if needed, as set forth in its CSMP policies and procedures.
2. For questionnaires collected pursuant to Section X.E, Injunctive Relief Distributors shall conduct a due diligence review consistent with the Injunctive Relief Distributors' CSMP policies and procedures. These annual diligence reviews shall be performed in addition to any of the diligence reviews performed under Section X.D, but may reasonably rely on reviews performed under Section X.D.
3. If the Injunctive Relief Distributor decides to terminate the Customer due to concerns regarding potential diversion of Controlled Substances, the Injunctive Relief Distributor shall promptly cease the sale of Controlled Substances to the Customer and report the Customer consistent with Section XIV. If the Injunctive Relief Distributor decides not to terminate the Customer, the Injunctive Relief Distributor shall document that determination and the basis therefor. Such a good faith determination, if documented, shall not, without more, serve as the basis of a future claim of non-compliance with the Injunctive Relief Terms.

XI. SITE VISITS

- A. Each Injunctive Relief Distributor shall conduct site visits, including unannounced site visits, where appropriate, of Customers, as necessary, as part of Customer due diligence.
- B. During site visits, an Injunctive Relief Distributor's CSMP personnel or qualified third-party compliance consultants shall interview the pharmacist-in-charge or other relevant Customer employees, if appropriate, about any potential Red Flags and the Customer's maintenance of effective controls against the potential diversion of Controlled Substances.
- C. An Injunctive Relief Distributor's CSMP personnel or qualified third-party compliance consultants who conduct site visits shall document the findings of any site visit.
- D. Site visit and all other compliance reports shall be maintained by each Injunctive Relief Distributor in a database accessible to all CSMP personnel.

XII. THRESHOLDS

- A. Each Injunctive Relief Distributor shall use Thresholds to identify potentially Suspicious Orders of Controlled Substances from Customers.
- B. Each Injunctive Relief Distributor's CSMP department shall be responsible for the oversight of the process for establishing and modifying Thresholds. The sales departments of the Injunctive Relief Distributors shall not have the authority to establish or adjust Thresholds for any Customer or participate in any decisions regarding establishment or adjustment of Thresholds.
- C. Injunctive Relief Distributors shall not provide Customers specific information about their Thresholds or how their Thresholds are calculated.
 - 1. Threshold Setting
 - a) Injunctive Relief Distributors shall primarily use model-based thresholds. For certain circumstances, Injunctive Relief Distributors may apply a non-model threshold based on documented customer diligence and analysis.
 - b) Each Injunctive Relief Distributor shall include in its Annual Threshold Analysis and Assessment Report (as required by Section XVIII.F.3.c) to the Monitor summary statistics regarding the use of non-model thresholds and such information shall be considered by the Monitor as part of its Threshold Setting Process Review in the annual Audit Report.
 - c) For the purposes of establishing and maintaining Thresholds, each Injunctive Relief Distributor shall take into account the Controlled Substances diversion risk of each drug base code. The diversion risk of each base code should be defined and reassessed annually by the Injunctive Relief Distributor's CSMP Committee and reviewed by the Monitor.
 - d) Each Injunctive Relief Distributor shall establish Thresholds for new Customers prior to supplying those Customers with Controlled Substances and shall continue to have Thresholds in place at all times for each Customer to which it supplies Controlled Substances.
 - e) When ordering volume from other distributors becomes readily available from the Clearinghouse, an Injunctive Relief Distributor shall consider including such information as soon as reasonably practicable in establishing and maintaining Thresholds.

- f) Each Injunctive Relief Distributor shall incorporate the following guiding principles in establishing and maintaining Customer Thresholds, except when inapplicable to non-model Thresholds:
- (1) Thresholds shall take into account the number of non-Controlled Substance dosage units distributed to, dispensed and/or number of prescriptions dispensed by the Customer to assist with the determination of Customer size. As a general matter, smaller customers should have lower Thresholds than larger customers.
 - (2) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall use statistical models that are appropriate to the underlying data.
 - (3) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall take into account a Customer's ordering and/or dispensing history for a specified period of time.
 - (4) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall take into account the ordering history of Customers within similar geographic regions, or, where appropriate for Chain Customers, ordering history within the chain.
 - (5) If appropriate, Thresholds may take into account the characteristics of Customers with similar business models.
 - (a) A Customer's statement that it employs a particular business model must be verified, to the extent practicable, before that business model is taken into account in establishing and maintaining a Customer's Threshold.

2. Threshold Auditing

- a) The Injunctive Relief Distributors shall review their respective Customer Thresholds at least on an annual basis and modify them where appropriate.
- b) Each Injunctive Relief Distributor's CSMP department shall annually evaluate its Threshold setting methodology and processes and its CSMP personnel's performance in adhering to those policies.

3. Threshold Changes

- a) An Injunctive Relief Distributor may increase or decrease a Customer Threshold as set forth in its CSMP policies and procedures, subject to Sections XII.C.3.b through XII.C.3.e.
- b) Prior to approving any Threshold change request by a Customer, each Injunctive Relief Distributor shall conduct due diligence to determine whether an increase to the Threshold is warranted. This due diligence shall include obtaining from the Customer the basis for the Threshold change request, obtaining and reviewing Dispensing Data and/or Pharmacy Customer Data for the previous three (3) months for due diligence purposes, and, as needed, conducting an on-site visit to the Customer. This Threshold change request diligence shall be conducted by the Injunctive Relief Distributor's CSMP personnel.
- c) No Injunctive Relief Distributor shall proactively contact a Customer to suggest that the Customer request an increase to any of its Thresholds, to inform the Customer that its Orders-to-date are approaching its Thresholds or to recommend to the Customer the amount of a requested Threshold increase. It shall not be a violation of this paragraph to provide Chain Customer headquarters reporting on one or more individual Chain Customer pharmacy location(s) to support the anti-diversion efforts of the Chain Customer's headquarters staff, and it shall not be a violation of this paragraph for the Injunctive Relief Distributor's CSMP personnel to contact Customers to seek to understand a Customer's ordering patterns.
- d) An Injunctive Relief Distributor's Chief Diversion Control Officer may approve criteria for potential adjustments to Customer Thresholds to account for circumstances where the Thresholds produced by the ordinary operation of the statistical models require modification. Such circumstances include adjustments to account for seasonal ordering of certain Controlled Substances that are based on documented diligence and analysis, adjustments made to permit ordering of certain Controlled Substances during a declared national or state emergency (e.g., COVID-19 pandemic), IT errors, and data anomalies causing results that are inconsistent with the design of the statistical models. Each Injunctive Relief Distributor shall include in its Annual Threshold Analysis and Assessment Report (as required by Section XVIII.F.3.c) to the Monitor information regarding the use of this paragraph and such information shall be considered by the Monitor as part of its Threshold Setting Process Review in the annual Audit Report.
- e) Any decision to raise a Customer's Threshold in response to a request by a Customer to adjust its Threshold must be documented

in a writing and state the reason(s) for the change. The decision must be consistent with the Injunctive Relief Distributor's CSMP and documented appropriately.

XIII. SUSPICIOUS ORDER REPORTING AND NON-SHIPMENT

- A. Each Injunctive Relief Distributor shall report Suspicious Orders to the Settling States ("*Suspicious Order Reports*" or "*SORs*"), including those Settling States that do not currently require such SORs, at the election of the Settling State.
- B. For the SORs required by the Injunctive Relief Terms, each Injunctive Relief Distributor shall report Orders that exceed a Threshold for Controlled Substances set pursuant to the processes in Section XII that are blocked and not shipped.
- C. No Injunctive Relief Distributor shall ship any Order that it (i) reports pursuant to Sections XIII.A or XIII.B, or (ii) would have been required to report pursuant to Sections XIII.A or XIII.B had the Settling State elected to receive SORs.
- D. In reporting Suspicious Orders to the Settling States, the Injunctive Relief Distributors shall file SORs in a standardized electronic format that is uniform among the Settling States and contains the following information fields:
 - 1. Customer name;
 - 2. Customer address;
 - 3. DEA registration number;
 - 4. State pharmacy license number;
 - 5. Date of order;
 - 6. NDC number;
 - 7. Quantity;
 - 8. Explanation for why the order is suspicious (up to 250 characters): Details that are order-specific regarding why an order was flagged as a Suspicious Order, including specific criteria used by an Injunctive Relief Distributor's Threshold system (except phrases such as "order is of unusual size" without any additional detail are not acceptable); and
 - 9. Name and contact information for a knowledgeable designee within the Injunctive Relief Distributor's CSMP department to be a point of contact for the SORs.
- E. On a quarterly basis, each Injunctive Relief Distributor shall provide a summary report to the Settling States that elect to receive it that provides the following

information for the relevant quarter with respect to the top ten (10) Customers by volume for each Highly Diverted Controlled Substance base code that have placed a Suspicious Order for that base code, in that quarter (for Chain Customers, only individual pharmacies in the chain will be considered for evaluation as a top ten (10) Customer):

1. The number of SORs submitted for that Customer by base code;
 2. The Customer's order volume by base code for the quarter for all Highly Diverted Controlled Substances;
 3. The Customer's order frequency by base code for the quarter for all Highly Diverted Controlled Substances;
 4. For each Highly Diverted Controlled Substance base code, the ratio of the Customer's order volume for that base code to the volume of all pharmaceutical orders for the quarter; and
 5. The ratio of the Customer's order volume of all Controlled Substances to the volume of all pharmaceutical orders for the quarter.
- F. The Injunctive Relief Distributors shall only be required to file a single, uniform, electronic form of SOR with any Settling State that receives SORs pursuant to these Injunctive Relief Terms. A Settling State retains the authority pursuant to applicable state law or relevant state agency authority to request additional information about a particular SOR.
- G. It is the objective of the Settling States and the Injunctive Relief Distributors for the Injunctive Relief Distributors to provide SORs to Settling States that identify the same Suspicious Orders as reported to the DEA pursuant to the definition and requirements of the federal Controlled Substances Act and its regulations, although the fields of the SORs submitted to the Settling States as required by Section XIII may differ from the content required by the DEA. To the extent federal definitions and requirements materially change during the term of the Injunctive Relief Terms, the Injunctive Relief Distributors may be required to adjust the format and content of the SORs to meet these federal requirements. The Injunctive Relief Distributors and the State Compliance Review Committee will engage in good faith discussions regarding such adjustments.
- H. It shall not be a violation of the Injunctive Relief Terms if an Injunctive Relief Distributor ships a Suspicious Order or fails to submit or transmit a SOR if:
1. The shipment of the Suspicious Order or failed SOR transmission was due to a computer error (data entry mistakes, coding errors, computer logic issues, software malfunctions, and other computer errors or IT failures); and

2. The Injunctive Relief Distributor reports the error, including a description of measures that will be taken to prevent recurrence of the error, to any affected Settling State, the State Compliance Review Committee, and the Monitor within five (5) business days of its discovery.

XIV. TERMINATED CUSTOMERS

- A. Each Injunctive Relief Distributor shall report to the Clearinghouse, once operational, within five (5) business days (or as otherwise required by state statute or regulation), Customers it has terminated from eligibility to receive Controlled Substances or refused to onboard for the sale of Controlled Substances due to concerns regarding the Customer's ability to provide effective controls against the potential diversion of Controlled Substances following the Effective Date.
- B. The Injunctive Relief Distributors shall report to the relevant Settling State(s), within five (5) business days (or as otherwise required by state statute or regulation) Customers located in such Settling States that it has terminated from eligibility to receive Controlled Substances or refused to onboard for the sale of Controlled Substances due to concerns regarding the Customer's ability to provide effective controls against the potential diversion of Controlled Substances following the Effective Date. Such reports will be made in a uniform format. The Injunctive Relief Distributors and the State Compliance Review Committee shall use best efforts to agree on such uniform format for inclusion prior to the requirement taking effect.
- C. In determining whether a Customer should be terminated from eligibility to receive Controlled Substances, Injunctive Relief Distributors shall apply factors set out in their CSMP policies and procedures, which shall include the following conduct by a Customer:
 1. Has generated an excessive number of Suspicious Orders, which cannot otherwise be explained;
 2. Has routinely demonstrated unresolved Red Flag activity;
 3. Has continued to fill prescriptions for Highly Diverted Controlled Substances that raise Red Flags following an Injunctive Relief Distributor's warning or communication about such practices;
 4. Has failed to provide Pharmacy Customer Data or Dispensing Data in response to a request from an Injunctive Relief Distributor or otherwise refuses to cooperate with the Injunctive Relief Distributor's CSMP after providing the Customer with a reasonable amount of time to respond to the Injunctive Relief Distributor's requests;
 5. Has been found to have made material omissions or false statements on a Pharmacy Questionnaire (the requirements for the contents of a Pharmacy Questionnaire are described in Section IX); or

- 6. Has been the subject of discipline by a State Board of Pharmacy within the past three (3) years or has had its owner(s) or pharmacist-in-charge subject to license probation or termination within the past five (5) years by a State Board of Pharmacy for matters related to Controlled Substances dispensing or a federal or state felony conviction.
- D. Once the Clearinghouse has made Customer termination data available to each Injunctive Relief Distributor, each Injunctive Relief Distributor shall consider terminating Customers that have been terminated from eligibility to receive Controlled Substances by another distributor as a result of suspected diversion of Controlled Substances if the Customer is ordering only Controlled Substances from the Injunctive Relief Distributor. If the Injunctive Relief Distributor determines not to terminate Customers to which this paragraph applies, the Injunctive Relief Distributor shall document its decision-making. A good-faith decision to continue shipping Controlled Substances to Customers to which this paragraph applies, shall not serve, without more, as the basis of a future claim of non-compliance with the Injunctive Relief Terms.
- E. For Chain Customers, the provisions in Section XIV.A-D shall apply to the specific pharmacies in question.

XV. EMERGENCIES

- A. In the circumstances of declared national or state emergencies in which the healthcare community relies on the Injunctive Relief Distributors for critical medicines, medical supplies, products, and services, the Injunctive Relief Distributors may be required to temporarily modify their respective CSMP processes to meet the critical needs of the supply chain. These modifications may conflict with the requirements of the Injunctive Relief Terms.
- B. In the case of a declared national or state emergency, the Injunctive Relief Distributors shall be required to give notice to the State Compliance Review Committee of any temporary material changes to their CSMP processes which may conflict with the requirements of the Injunctive Relief Terms and specify the sections of the Injunctive Relief Terms which will be affected by the temporary change.
- C. The Injunctive Relief Distributors shall document all temporary changes to their CSMP processes and appropriately document all customer-specific actions taken as a result of the declared national or state emergency.
- D. The Injunctive Relief Distributors shall provide notice to the State Compliance Review Committee at the conclusion of the declared national or state emergency, or sooner, stating that the temporary CSMP processes put into place have been suspended.
- E. Provided the Injunctive Relief Distributors comply with the provisions of Sections XV.A through XV.D, the Injunctive Relief Distributors will not face liability for

any deviations from the requirements of the Injunctive Relief Terms taken in good faith to meet the critical needs of the supply chain in response to the declared national or state emergency. Nothing herein shall limit Settling States from pursuing claims against the Injunctive Relief Distributors based on deviations from the requirements of the Injunctive Relief Terms not taken in good faith to meet the critical needs of the supply chain in response to a declared national or state emergency.

XVI. COMPLIANCE WITH LAWS AND RECORDKEEPING

- A. The Injunctive Relief Distributors acknowledge and agree that they must comply with applicable state and federal laws governing the distribution of Controlled Substances.
- B. Good faith compliance with the Injunctive Relief Terms creates a presumption that the Injunctive Relief Distributors are acting reasonably and in the public interest with respect to Settling States' existing laws requiring effective controls against diversion of Controlled Substances and with respect to the identification, reporting, and blocking of Suspicious Orders of Controlled Substances.
- C. The requirements of the Injunctive Relief Terms are in addition to, and not in lieu of, any other requirements of state or federal law applicable to Controlled Substances distribution. Except as provided in Section XVI.D, nothing in the Injunctive Relief Terms shall be construed as relieving Injunctive Relief Distributors of the obligation to comply with such laws, regulations, or rules. No provision of the Injunctive Relief Terms shall be deemed as permission for Injunctive Relief Distributors to engage in any acts or practices prohibited by such laws, regulations, or rules.
- D. In the event of a conflict between the requirements of the Injunctive Relief Terms and any other law, regulation, or requirement such that an Injunctive Relief Distributor cannot comply with the law without violating the Injunctive Relief Terms or being subject to adverse action, including fines and penalties, the Injunctive Relief Distributor shall document such conflicts and notify the State Compliance Review Committee and any affected Settling State the extent to which it will comply with the Injunctive Relief Terms in order to eliminate the conflict within thirty (30) days of the Injunctive Relief Distributor's discovery of the conflict. The Injunctive Relief Distributor shall comply with the Injunctive Relief Terms to the fullest extent possible without violating the law.
- E. In the event of a change or modification of federal or state law governing the distribution of Controlled Substances that creates an actual or potential conflict with the Injunctive Relief Terms, any Injunctive Relief Distributor, any affected Settling State, or the State Compliance Review Committee may request that the Injunctive Relief Distributors, State Compliance Review Committee, and any affected Settling State meet and confer regarding the law change. During the meet and confer, the Injunctive Relief Distributors, the State Compliance Review

Committee, and any affected Settling State will address whether the change or modification in federal or state law requires an amendment to the Injunctive Relief Terms. In the event the Injunctive Relief Distributors, the State Compliance Review Committee, and any affected Settling State cannot agree on a resolution, and the dispute relates to whether the generally applicable Injunctive Relief Terms herein should be changed, an Injunctive Relief Distributor, the State Compliance Review Committee, or any affected Settling State may submit the question to the National Arbitration Panel. If the dispute relates to whether a change in an individual State's law requires a modification of the Injunctive Relief Terms only with respect to that State, an Injunctive Relief Distributor, the State Compliance Review Committee, or any affected Settling State may seek resolution of the dispute pursuant to Section XIX. Maintenance of competition in the industry and the potential burden of inconsistent obligations by Injunctive Relief Distributors shall be a relevant consideration in such resolution.

- F. Recordkeeping: Each Injunctive Relief Distributor shall retain records it is required to create pursuant to its obligations hereunder in an electronic or otherwise readily accessible format. The Settling States shall have the right to review records provided to the Monitor pursuant to Section XVIII. Nothing in the Injunctive Relief Terms prohibits a Settling State from issuing a lawful subpoena for records pursuant to an applicable law.

XVII. CLEARINGHOUSE

- A. Creation of the Clearinghouse
1. The Clearinghouse functions shall be undertaken by a third-party vendor or vendors.
 2. The vendor(s) will be chosen through a process developed and jointly agreed upon by the Injunctive Relief Distributors and the State Compliance Review Committee.
 3. Consistent with the process developed by the Injunctive Relief Distributors and the State Compliance Review Committee, within two (2) months of the Effective Date, the Injunctive Relief Distributors shall issue a Request for Proposal to develop the systems and capabilities for a Clearinghouse to perform the services of a data aggregator.
 4. Within five (5) months of the Effective Date, the Clearinghouse Advisory Panel shall select one or more entities to develop the systems for the Clearinghouse and perform data aggregator services. The Clearinghouse Advisory Panel shall select a vendor or vendors that employ or retain personnel who have adequate expertise and experience related to the pharmaceutical industry, the distribution of Controlled Substances, and the applicable requirements of the Controlled Substances Act and the DEA's implementing regulations.

5. Within sixty (60) days of the selection of a vendor(s) to serve as the Clearinghouse, the Injunctive Relief Distributors shall negotiate and finalize a contract with the vendor(s). The date that the contract is signed by the Injunctive Relief Distributors and the vendor(s) shall be referred to as the “*Clearinghouse Retention Date*.”
6. The development of the Clearinghouse shall proceed on a phased approach as discussed in Sections XVII.C and XVII.D.

B. Governance and Staffing of the Clearinghouse

1. *Capabilities.* The selected vendor or vendors shall staff the Clearinghouse in a manner that ensures the development of robust data collection, analytics and reporting capabilities for the Settling States and Injunctive Relief Distributors. To the extent additional expertise is required for the engagement, the vendor(s) may retain the services of third-party consultants.
2. *Independence.* While performing services for the Clearinghouse, all vendors and consultants, and their staff working on the Clearinghouse, shall be independent (*i.e.*, not perform services of any kind, including as a consultant or an employee on behalf of any Injunctive Relief Distributor outside of the ordinary business operations of the Clearinghouse). Independence may be achieved by implementing appropriate ethical walls with employees who are currently performing or who have previously performed work for an Injunctive Relief Distributor within two years of the Clearinghouse Retention Date.
3. *Liability.* The Injunctive Relief Distributors are entitled to rely upon information or data received from the Clearinghouse, whether in oral, written, or other form. No Injunctive Relief Distributor, and no individual serving on the Clearinghouse Advisory Panel, shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Party for or in connection with any action taken or not taken by the Clearinghouse. In addition, no Injunctive Relief Distributor, and no individual serving on the Clearinghouse Advisory Panel, shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Party for or in connection with any action taken or not taken by an Injunctive Relief Distributor based on incorrect, inaccurate, incomplete or otherwise erroneous information or data provided by the Clearinghouse, unless the information or data was incorrect, inaccurate, incomplete or otherwise erroneous because the Injunctive Relief Distributor itself provided incorrect, inaccurate, incomplete or otherwise erroneous data or information to the Clearinghouse. For any legal requirements that are assumed by the Clearinghouse during Phase 2-B pursuant to Section XVII.D.3, liability shall be addressed pursuant to Section XVII.D.3.c.

4. *Clearinghouse Advisory Panel.* The State Compliance Review Committee and Injunctive Relief Distributors shall create a Clearinghouse Advisory Panel no later than sixty (60) days after the Effective Date to oversee the Clearinghouse.
 - a) The Clearinghouse Advisory Panel shall have an equal number of members chosen by the State Compliance Review Committee on the one hand, and the Injunctive Relief Distributors on the other. The size of the Clearinghouse Advisory Panel will be decided by the State Compliance Review Committee and the Injunctive Relief Distributors, and the State Compliance Review Committee and the Injunctive Relief Distributors may select as members third-party experts, but no more than one half of each side's representatives may be such third-party experts. At least one member chosen by the State Compliance Review Committee will be based on consultation with the National Association of State Controlled Substances Authorities.
 - b) During the first two years of the operation of the Clearinghouse, the Clearinghouse Advisory Panel shall meet (in-person or remotely) at least once per month. After the first two years of operation, the Clearinghouse Advisory Panel shall meet at least quarterly. The Monitor may attend Clearinghouse Advisory Panel meetings and may provide recommendations to the Clearinghouse Advisory Panel.
 - c) The Clearinghouse Advisory Panel shall establish a subcommittee to advise on issues related to privacy, the Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*"), and data security and a subcommittee to advise on issues related to Dispensing Data. It may establish additional subcommittees. Subcommittees may include individuals who are not members of the Clearinghouse Advisory Panel. The Clearinghouse Advisory Panel may invite one or more prescribers, dispensers, and representatives from state Prescription Drug Monitoring Programs ("*PDMP*") to serve on the Dispensing Data subcommittee. Each Injunctive Relief Distributor shall have a representative on each subcommittee created by the Clearinghouse Advisory Panel.
 - d) The Clearinghouse Advisory Panel may delegate tasks assigned to it by the Injunctive Relief Terms to the Executive Director.
5. *Executive Director.* One employee of the vendor, or one representative from the vendor group in the event that there are multiple vendors, shall be an Executive Director who shall manage day-to-day operations and report periodically to the Clearinghouse Advisory Panel.

C. Phase 1 of the Clearinghouse: Data Collection, Initial Analytics and Reporting

1. System Development

- a) Within one (1) year of the Clearinghouse Retention Date, the Clearinghouse shall develop systems to receive and analyze data obtained from the Injunctive Relief Distributors pursuant to electronic transmission formats to be agreed upon by the Clearinghouse Advisory Panel.
- b) In developing such systems, the Clearinghouse shall ensure that:
 - (1) The systems provide robust reporting and analytic capabilities.
 - (2) Data obtained from Injunctive Relief Distributors shall be automatically pulled from the existing order management data platforms (e.g., SAP).
 - (3) The systems shall be designed to receive data from sources other than the Injunctive Relief Distributors, including pharmacies, non-Injunctive Relief Distributors, the DEA, State Boards of Pharmacy, and other relevant sources, pursuant to standardized electronic transmission formats.
 - (4) The systems shall be designed to protect personally identifiable information (“*PII*”) and protected health information (“*PHI*”) from disclosure and shall comply with HIPAA and any federal and state laws relating to the protection of PII and PHI.
 - (5) The Clearinghouse will establish a HIPAA-compliant database that can be accessed by state authorities, the Injunctive Relief Distributors, and any entities that subsequently participate in the Clearinghouse. The database that will be made available to the Injunctive Relief Distributors and any non-governmental entities that subsequently participate in the Clearinghouse will also blind commercially sensitive information.
 - (6) State authorities shall have access to the HIPAA-compliant database via web-based tools and no additional or specialized equipment or software shall be required. This access shall allow state authorities to query the HIPAA-compliant database without limitation.

- (7) The Injunctive Relief Distributors shall be permitted to use data obtained from the Clearinghouse for anti-diversion purposes, including the uses expressly contemplated by the Injunctive Relief Terms. The Injunctive Relief Distributors shall not sell (or obtain license fees for) data obtained from Clearinghouse to any third-parties. Nothing in the Injunctive Relief Terms shall prohibit an Injunctive Relief Distributor from using its own data, including data provided to the Injunctive Relief Distributor by third-parties other than the Clearinghouse, for any commercial purposes, including selling or licensing its data to third-parties.

2. Aggregation of Data

- a) It is the goal of the Settling States and the Injunctive Relief Distributors for the Clearinghouse to obtain comprehensive data from all distributors, pharmacies, and other relevant data sources to provide maximum permissible transparency into the distribution and dispensing of Controlled Substances. During Phase 1, the Clearinghouse Advisory Panel shall develop recommendations for ways to achieve this goal.
- b) In Phase 1, the Injunctive Relief Distributors shall provide and/or facilitate the collection of, and the Clearinghouse shall collect and maintain, the following:
 - (1) Injunctive Relief Distributor transaction data for Controlled Substances and non-Controlled Substances, specified at the NDC, date, quantity, and customer level.
 - (2) Injunctive Relief Distributor information on Customers that have been terminated and/or declined onboarding due to concerns regarding Controlled Substance dispensing following the Effective Date.
- c) The Clearinghouse shall make available to the Injunctive Relief Distributors, in a format to be determined by the Clearinghouse Advisory Panel, blinded data for their CSMP due diligence functions. The data will include all Controlled Substances and non-Controlled Substances and be refreshed on a regular basis. The Clearinghouse will also seek to provide non-identifying information regarding whether a single distributor is associated with multiple warehouses with unique DEA registrations (e.g., multiple distribution centers operated by a single distributor), in the data it makes available.

- d) During Phase 1, the Clearinghouse Advisory Panel (with input from its Dispensing Data subcommittee) will develop an operational plan to obtain Dispensing Data directly from pharmacies, unless the Clearinghouse Advisory Panel determines it is inadvisable to do so. The operational plan developed by the Clearinghouse Advisory Panel shall address compliance with HIPAA and shall include recommendations to facilitate the collection of Dispensing Data in compliance with HIPAA and relevant state privacy laws. To the extent possible, the Clearinghouse will begin collecting Dispensing Data during Phase 1.
- e) Nothing in the Injunctive Relief Terms shall require the Injunctive Relief Distributors to indemnify or otherwise be responsible to pharmacy customers for any claims resulting from the provision of Dispensing Data to the Clearinghouse, including, but not limited to, claims related to any data breaches occurring with the data transmitted to or maintained by the Clearinghouse.

3. State and Federal Reporting Requirements

- a) The Injunctive Relief Distributors shall comply with state and federal transactional and Suspicious Order reporting requirements related to Controlled Substances as follows:
 - (1) Until such time as the Clearinghouse is able to provide transactional and Suspicious Order regulatory reporting to the states on behalf of the Injunctive Relief Distributors, the Injunctive Relief Distributors shall continue to file all required reports under state law and those reports required by these Injunctive Relief Terms.
 - (2) Once the Clearinghouse is able to process and submit such reports, the Clearinghouse may process and submit those reports on behalf of each Injunctive Relief Distributor to the states. At all times during Phase 1, each Injunctive Relief Distributor shall remain responsible for the identification of Suspicious Orders and will remain liable for a failure to submit transactional data or Suspicious Order reports required under state law or these Injunctive Relief Terms.
 - (3) An Injunctive Relief Distributor may elect to fulfill its reporting obligations directly, rather than have the Clearinghouse assume the responsibility for the transmission of the various reports.

4. Additional Reports and Analytics

- a) In consultation with the Clearinghouse Advisory Panel, the Clearinghouse shall work to develop additional reports and analyses to assist the Settling States and the Injunctive Relief Distributors in addressing Controlled Substance diversion, including, but not limited to, identifying Red Flags consistent with Section VIII.
- b) The Clearinghouse will generate analyses and reports to be used by the Settling States and the Injunctive Relief Distributors based on format and content recommended by the Clearinghouse Advisory Panel. In order to refine the format and reach final recommendations, the Clearinghouse shall prepare sample analytical reports for a sample geographic region to review with the Clearinghouse Advisory Panel. The sample reports will also be shared with the DEA in an effort to receive additional feedback.
- c) After the content and format of the sample reports have been approved by the Clearinghouse Advisory Panel, the Clearinghouse will begin producing reports on a periodic basis.
- d) The Clearinghouse will develop capabilities to provide Settling States customized reports upon reasonable request to assist in their efforts to combat the diversion of Controlled Substances and for other public health and regulatory purposes.
- e) After the Clearinghouse has obtained sufficient Dispensing Data from Customers, the Clearinghouse shall commence providing standard reports to the Settling States and Injunctive Relief Distributors that will include summaries and analysis of Dispensing Data. The reports and analytics of Dispensing Data shall be developed in consultation with the Clearinghouse Advisory Panel (including its Dispensing Data subcommittee) and shall include, but not be limited to:
 - (1) Identification of Customers whose dispensing may indicate Red Flags consistent with Section VIII, as determined by the Clearinghouse from aggregate data; and
 - (2) Identification of Customers whose aggregate dispensing volumes for Highly Diverted Controlled Substances are disproportionately high relative to the population of the relevant geographic area.
- f) The Clearinghouse shall also prepare reports and analyses for the Settling States and Injunctive Relief Distributors identifying prescribers whose prescribing behavior suggests they may not be

engaged in the legitimate practice of medicine. Such reports and analysis shall be developed in consultation with the Clearinghouse Advisory Panel (including its Dispensing Data subcommittee) and shall seek to identify and evaluate:

- (1) Prescribers who routinely prescribe large volumes of Highly Diverted Controlled Substances relative to other prescribers with similar specialties, including health care professionals who prescribe a large number of prescriptions for high dosage amounts of Highly Diverted Controlled Substances;
 - (2) Prescribers whose prescriptions for Highly Diverted Controlled Substances are routinely and disproportionately filled in a geographic area that is unusual based on the prescriber's location; and
 - (3) Prescribers who routinely prescribe out-of-specialty or out-of-practice area without legitimate reason.
- g) Reports or analysis generated by the Clearinghouse may not be based on complete data due to a lack of participation by non-Injunctive Relief Distributors and pharmacies. As such, Injunctive Relief Distributors shall not be held responsible for actions or inactions related to reports and analysis prepared by the Clearinghouse which may be based on incomplete data due to a lack of participation by non-Injunctive Relief Distributors and pharmacies.

D. Phase 2 of the Clearinghouse: Additional Data Collection and Analytics and Assumption of CSMP Functions

Within one (1) year of Phase 1 of the Clearinghouse being operational, the Clearinghouse and the Clearinghouse Advisory Panel shall develop a detailed strategic and implementation plan for Phase 2 of the Clearinghouse ("*Phase 2 Planning Report*"). Phase 2 will consist of two parts. Phase 2-A will focus on increasing data collection from non-Injunctive Relief Distributors, pharmacies and other data sources and developing enhanced analytics based on the experiences gained from Phase 1. Phase 2-A will also include recommendations for the development of uniform federal and state reporting. Phase 2-B will involve the potential assumption of various CSMP activities, including Threshold setting and order management by the Clearinghouse. The Phase 2 Planning Report will address both Phase 2-A and Phase 2-B. After the completion of the Phase 2 Planning Report, individual Injunctive Relief Distributors, in their sole discretion, may elect not to proceed with Phase 2-B as provided by Section XVII.E. If one or more Injunctive Relief Distributors elect to proceed with Phase 2-B, the goal will be to have Phase 2-B fully operational within two (2) years of the Clearinghouse

Retention Date and no later than three (3) years of the Clearinghouse Retention Date.

1. Phase 2-A: Additional Data Collection and Analytics

- a) During Phase 2-A, the Clearinghouse will continue the functions defined in Phase 1 and work to expand the scope of its data collection and enhance its analytics and reporting capabilities including the following:
 - (1) Integration of data from additional sources, including:
 - (a) Transaction data from other distributors, including manufacturers that distribute directly to retail pharmacies and pharmacies that self-warehouse; and
 - (b) Where possible, state PDMP data and other data, including, but not limited to, State Board of Medicine and Board of Pharmacy sanctions, and agreed-upon industry data. If state PDMP data is effectively duplicative of Dispensing Data already obtained in Phase 1, it will not be necessary for the Clearinghouse to obtain state PDMP data.
 - (2) Development of additional metrics analyzing the data available from the additional data sources (PDMP, other pharmacy data, sanction authorities, and third-party volume projections).
 - (3) Development of real-time or near real-time access to distribution data, dispensing data and other data sources.
 - (4) Refinement of methodologies for analyzing Dispensing Data to identify suspicious prescribers.
 - (5) Development of additional capabilities to provide Settling States, the Injunctive Relief Distributors and potentially the DEA customized reporting from the Clearinghouse upon reasonable request.

2. Phase 2-A: Uniform Required Reporting

- a) The Clearinghouse and the Clearinghouse Advisory Panel shall develop uniform reporting recommendations for potential implementation by state regulators in order to allow the Injunctive Relief Distributors to satisfy their obligations under the Injunctive

Relief Terms and state and federal laws in a uniform and consistent manner.

b) It is a goal of the Settling States and the Injunctive Relief Distributors to:

- (1) Streamline and simplify required reporting which will benefit the Injunctive Relief Distributors and the Settling States, as well as the DEA;
- (2) Develop uniform transactional and Suspicious Order reporting requirements; and
- (3) Provide for the submission of uniform Suspicious Order reports.

3. Phase 2-B: Clearinghouse Assumption of CSMP Functions

a) With respect to Phase 2-B, the Phase 2 Planning Report shall address:

- (1) Engagement with stakeholders, including the DEA, to develop the system of Threshold setting and Suspicious Order reporting to potentially be provided by the Clearinghouse;
- (2) Development of technology and rules, including any proposed changes to federal law or regulations;
- (3) Development of models for the identification of Suspicious Orders and setting universal Thresholds in a manner consistent with Section XII. These models shall include active order management and order fulfillment protocols to ensure that orders are compared to relevant Thresholds by the Clearinghouse before shipment instructions are provided by the Clearinghouse to the Injunctive Relief Distributors. The models shall also include the identification of Suspicious Orders when they are placed by Customers, which will be held before shipment or blocked based on instructions provided by the Clearinghouse to the Injunctive Relief Distributors.
- (4) Development of criteria governing distribution to Customers that have placed one or more Orders that exceed a Threshold;

- (5) Development of rules for allocating Orders placed by Customers that have more than one Distributor if one or more Orders exceed a Threshold;
 - (6) Development of a pilot project for a sample geographic region to perform data analysis to test the models for Threshold setting and the identification of Suspicious Orders.
- b) Following implementation of Phase 2-B, the Injunctive Relief Distributors participating in Phase 2-B and the State Compliance Review Committee shall meet and confer with respect to whether to expand the scope of the Clearinghouse to cover additional anti-diversion functions, such as the performance of due diligence.
- c) CSMP functions that have been assumed by the Clearinghouse during Phase 2-B will no longer be performed by participating Injunctive Relief Distributors individually through their CSMPs. CSMP functions performed by the Clearinghouse will assist participating Injunctive Relief Distributors to satisfy the applicable legal obligations of those Injunctive Relief Distributors. The Clearinghouse's performance of CSMP functions will not relieve participating Injunctive Relief Distributors from their legal obligations unless (i) the Injunctive Relief Distributors and the State Compliance Review Committee jointly enter into a written agreement for the Clearinghouse to assume legal requirements during Phase 2-B; and (ii) all vendors and consultants working on the Clearinghouse agree in writing to assume such obligations. Nothing in this paragraph shall apply to any Injunctive Relief Distributor that does not participate in Phase 2-B pursuant to Section XVII.E.

E. Option to Opt Out of Phase 2-B

1. Each Injunctive Relief Distributor shall have the option, in its sole discretion, to elect not to participate in Phase 2-B at any point. In the event that an Injunctive Relief Distributor elects not to participate in Phase 2-B, that Injunctive Relief Distributor shall cease to have any obligation to fund future costs directly related to Phase 2-B of the Clearinghouse or to implement the Clearinghouse's determinations as to identification of Suspicious Orders and Suspicious Order reporting. If an Injunctive Relief Distributor elects not to participate in Phase 2-B, that Injunctive Relief Distributor shall remain responsible for the requirements specified for Phase 1 and Phase 2-A of the Clearinghouse and shall be responsible for contributing to the costs associated with Phase 1 and Phase 2-A.

2. In the event that an Injunctive Relief Distributor elects not to participate in Phase 2-B, the Clearinghouse Advisory Panel shall discuss and make recommendations for any necessary adjustments to the Phase 2-B capabilities described in Section XVII.D.3.

F. Funding

1. The establishment and ongoing operations of the Clearinghouse shall be funded by the Injunctive Relief Distributors for a period of ten (10) years commencing on the Clearinghouse Retention Date.
2. For each of the first two (2) years of the operation of the Clearinghouse, the Injunctive Relief Distributors will make total payments of \$7.5 million per year combined. For years three (3) through ten (10), the Injunctive Relief Distributors will make total payments of \$3 million per year combined. Additional costs associated with Phase 2-B shall be billed to the Injunctive Relief Distributors participating in Phase 2-B.
3. Payments by the Injunctive Relief Distributors for the Clearinghouse shall be allocated among the Injunctive Relief Distributors as set forth in Section IV.H of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
4. In the event that the cost of the Clearinghouse exceeds the amounts provided by the Injunctive Relief Distributors, the Injunctive Relief Distributors and State Compliance Review Committee shall meet-and-confer on alternatives, which may include:
 - a) Limiting the operations of the Clearinghouse consistent with a revised budget;
 - b) Seeking additional sources of funding for the Clearinghouse; and/or
 - c) Allocating, in a manner consistent with the allocation of payments between the Injunctive Relief Distributors as set forth in Section XVII.F.3, additional amounts that are the responsibility of the Injunctive Relief Distributors to be used for the operation of the Clearinghouse.
5. The Injunctive Relief Distributors and the State Compliance Review Committee agree to engage in good faith discussions regarding potential continued operation and funding of the Clearinghouse following the initial ten (10) year period of Clearinghouse operations.
6. The Injunctive Relief Distributors and the State Compliance Review Committee shall develop a means to obtain payments from other parties that may use or benefit from the Clearinghouse, including, but not limited

to, other settling defendants, non-Injunctive Relief Distributors, or other parties and the Clearinghouse Advisory Panel shall consider other funding sources for the Clearinghouse. This may include consideration of a user fee or other model by which non-Injunctive Relief Distributors that use the Clearinghouse will contribute to funding the Clearinghouse.

7. In the event that ten (10) or more Settling States reach agreements with any national retail chain pharmacies to resolve claims related to the distribution of Controlled Substances, the Settling States' Attorneys' General agree to make participation in the Clearinghouse, including providing data to the Clearinghouse and contribution to the cost of the operation of the Clearinghouse, a condition of any settlement. The Settling States' Attorneys' General agree to make best efforts to ensure that any other settling distributors and/or pharmacies participate in the Clearinghouse. To the extent that the Attorneys General are able to secure participation by additional distributors and/or pharmacies, it is anticipated that, to the extent practicable based on the financial and relative size of the settling distributor and/or pharmacy, those entities will contribute to the cost of the operation of the Clearinghouse. The Injunctive Relief Distributors' obligation to fund the Clearinghouse shall be partially reduced by contributions obtained from other distributors and/or pharmacies pursuant to a formula to be determined by the Clearinghouse Advisory Panel.

G. Confidentiality

1. All data provided to the Clearinghouse shall be confidential.
2. Information provided by distributors participating in the Clearinghouse may not be provided to any other entity or individual outside those expressly contemplated by the Injunctive Relief Terms.
3. The Clearinghouse may not provide to any distributor information specific to another distributor. Notwithstanding the prior sentence, the Clearinghouse may provide blinded data to a distributor reflecting total Orders (across all distributors) for a particular Customer, region, and/or state at the base code and NDC number level and all transactional data information. Such information may only be used by receiving distributors for purposes of identifying, minimizing, or otherwise addressing the risk of Controlled Substances diversion. No distributor or pharmacy, including the Injunctive Relief Distributors, shall attempt to obtain revenue from this information. Such information provided by the Clearinghouse shall be compliant with all applicable laws and regulations.
4. If the Clearinghouse receives a request for disclosure of any data, material or other information created or shared under the Injunctive Relief Terms, pursuant to a Third Party Request, the Clearinghouse shall notify the

Injunctive Relief Distributors and the Clearinghouse Advisory Panel of the Third Party Request and any confidential information to be disclosed so that the Injunctive Relief Distributors may seek a protective order or otherwise challenge or object to the disclosure. The Clearinghouse shall provide the Injunctive Relief Distributors and the Clearinghouse Advisory Panel with at least ten (10) days' advance notice before complying with any Third Party Request for confidential information, except where state law requires a lesser period of advance notice.

H. Data Integrity

1. The Clearinghouse shall use best-in-class technology to preserve the integrity of the data.
2. The Clearinghouse shall report any data breaches under HIPAA and state law that occur as a result of any of its data collection and reporting activities to the Settling States and other authorities as required by law.
3. The Injunctive Relief Distributors and the Settling States shall not be liable for any breaches of any databases maintained by the Clearinghouse. This does not excuse the Clearinghouse or its vendor(s) from compliance with all state and federal laws and regulations governing (1) the protection of personal information and protected health information, or (2) notifications relating to Data Security Events.

I. Credit for Investment in the Clearinghouse

1. The Injunctive Relief Distributors and the State Compliance Review Committee shall negotiate in good faith regarding a potential credit against Injunctive Relief Distributors' overall settlement obligations if costs exceed the amounts specified in Section XVII.F.

XVIII. MONITOR

A. Monitor Selection and Engagement

1. The Injunctive Relief Distributors shall engage a Monitor to perform the reviews described in Section XVIII.F. The Monitor shall employ or retain personnel who have appropriate qualifications related to the pharmaceutical industry and the laws governing the distribution of pharmaceuticals, the distribution of Controlled Substances, and the applicable requirements of federal and state law. The Monitor may also employ or retain personnel who have appropriate qualifications in the audit and review of sample documents in order to conduct the reviews described in Section XVIII.F. To the extent additional expertise is required for the engagement, the Monitor may retain the services of third-party consultants.

2. The Monitor must perform each review described in Section XVIII.F in a professionally independent and objective fashion, as defined in the most recent Government Auditing Standards issued by the United States Government Accountability Office. A Monitor shall not be engaged in active litigation involving one or more of the Injunctive Relief Distributors or Settling States or present a potential conflict of interest involving matters concerning an Injunctive Relief Distributor, except by agreement of the affected parties. If the Monitor is employed by an entity that performed work for any Injunctive Relief Distributor or any of the Settling States prior to the Effective Date, the Monitor will cause to be implemented appropriate ethical walls between the Monitor team and the employees of the firm who have previously performed work for an Injunctive Relief Distributor or any of the Settling States.
3. The process for selecting the Monitor shall be as follows:
 - a) Within sixty (60) calendar days of the Effective Date, the Injunctive Relief Distributors and the State Compliance Review Committee shall exchange pools of recommended candidates to serve as the Monitor. The pools shall each contain the names of three (3) individuals, groups of individuals, or firms.
 - b) After receiving the pools of Monitor candidates, the Injunctive Relief Distributors and the State Compliance Review Committee shall have the right to meet with the candidates and conduct appropriate interviews of the personnel who are expected to work on the project. The Injunctive Relief Distributors (individually or in combination) and the State Compliance Review Committee may veto any of the candidates, and must do so in writing within thirty (30) days of receiving the pool of candidates. If all three (3) candidates within a pool are rejected by either the Injunctive Relief Distributors or the State Compliance Review Committee, the party who rejected the three (3) candidates may direct the other party to provide up to three (3) additional qualified candidates within thirty (30) calendar days of receipt of said notice.
 - c) If the Injunctive Relief Distributors or the State Compliance Review Committee do not object to a proposed candidate, the Injunctive Relief Distributors or the State Compliance Review Committee shall so notify the other in writing within thirty (30) days of receiving the pool of candidates. If more than one candidate remains, the State Compliance Review Committee shall select the Monitor from the remaining candidates. Within thirty (30) calendar days of the selection of the Monitor, the Injunctive Relief Distributors shall retain the Monitor, and finalize all terms of engagement, supplying a copy of an engagement letter to the State Compliance Review Committee. The terms of engagement

shall include a process by which Injunctive Relief Distributors may challenge Monitor costs as excessive, duplicative or unnecessary, which process must be approved by the State Compliance Review Committee.

4. The Injunctive Relief Distributors shall be responsible for the Monitor's fees and costs directly related to its performance of the work specified by the Injunctive Relief Terms up to a limit of \$1,000,000 per year per Injunctive Relief Distributor (*i.e.*, a total of \$3,000,000 per year).
5. Prior to each year, the Monitor shall submit a combined annual budget to the Injunctive Relief Distributors and State Compliance Review Committee that shall not exceed a total of \$3,000,000. The Monitor shall submit quarterly reports to the Injunctive Relief Distributors and the State Compliance Review Committee tracking actual spend to the annual budget.
6. In the event that any of the Injunctive Relief Distributors or State Compliance Review Committee believe that the Monitor is not performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner, an Injunctive Relief Distributor or the State Compliance Review Committee shall recommend in writing changes to the Monitor's practices to reduce cost. The Monitor, Injunctive Relief Distributors, and the State Compliance Review Committee shall meet and confer in good faith in response to such a recommendation.
7. In the event that the Injunctive Relief Distributor and the State Compliance Review Committee cannot agree on whether the recommended cost reductions are warranted, either the State Compliance Review Committee or the Injunctive Relief Distributors may submit the question to the National Arbitration Panel, who shall determine whether the Monitor is performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner, and, if not, the necessary changes to the Monitor's practices to reduce cost.
8. If the National Arbitration Panel determines that the Monitor cannot complete the reviews described in Section XVIII.F within the combined annual budget of \$3,000,000, the National Arbitration Panel shall require the Monitor to provide the Injunctive Relief Distributors and the State Compliance Review Committee with a written report explaining why it is not possible to complete the reviews within budget and all steps the Monitor has taken to perform its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner. After receiving the Monitor's report, the Injunctive Relief Distributors, and the State Compliance Review Committee shall meet and confer in good faith to determine whether an increase in the combined budget is appropriate. If the Injunctive Relief Distributors and the State Compliance Review

Committee cannot reach an agreement on the amount of the reasonable costs in excess of \$3,000,000 for the relevant year, the issue will be submitted to the National Arbitration Panel for resolution. The National Arbitration Panel may award additional costs up to total cap of \$5,000,000 for the relevant year (\$3,000,000 plus an additional \$2,000,000).

9. Unless the Injunctive Relief Distributors and the State Compliance Review Committee agree otherwise as part of the meet and confer process in the prior paragraph (such as by agreeing to limit the Monitor's duties and responsibilities for the remainder of the year), the amount above \$3,000,000 and up to the total cap of \$5,000,000 in a given year necessary for the Monitor to complete the reviews described in Section XVIII.F shall be divided evenly among the Injunctive Relief Distributors without reducing any other amounts that are the responsibility of the Injunctive Relief Distributors.

B. Early Termination of the Monitor

1. In the event any of the Injunctive Relief Distributors or State Compliance Review Committee believe that the Monitor is not performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably professional, competent and independent manner, an Injunctive Relief Distributor or the State Compliance Review Committee shall recommend replacement of the Monitor in writing. The Injunctive Relief Distributors and the State Compliance Review Committee shall meet and confer in good faith in response to a recommendation to replace the Monitor. If the State Compliance Review Committee and the Injunctive Relief Distributors agree that the Monitor should be replaced, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.
2. In the event the Injunctive Relief Distributor and the State Compliance Review Committee cannot agree on whether the Monitor should be replaced, either the State Compliance Review Committee or the Injunctive Relief Distributors may submit the question of the Monitor's dismissal to the National Arbitration Panel, and the Monitor shall only be dismissed if that panel finds that there is Good Cause for dismissal. Good Cause for dismissal shall mean (a) a material and substantial breach of the terms of the Monitor's obligations under the Injunctive Relief Terms; (b) any act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct by the Monitor; (c) any clear pattern of bias or prejudice in favor or against any party by the Monitor; (d) conduct by the Monitor that demonstrates unfitness to fulfill the functions of the Monitor reasonably and competently; or (e) conflicts of interest described in Section XVIII.A.2. If the panel finds that the Monitor should be dismissed, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.

3. In addition, if the Monitor resigns for any reason, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.

C. Term and Reporting Periods

1. The term of the Monitor will be five (5) years from the date the Monitor is appointed, divided into one-year periods for purposes of the reviews and reporting described in Section XVIII (“*Reporting Periods*”).

D. Monitor Access to Information

1. In connection with its reviews set forth in Section XVIII.F, the Monitor may request to interview employees with appropriate authority and responsibilities as necessary. In the event that an Injunctive Relief Distributor believes that the Monitor is requesting an unreasonable number of interviews or requesting interviews of employees who do not have relevant information to the reviews required by Section XVIII.F, the Injunctive Relief Distributor and State Compliance Review Committee shall meet and confer in good faith to resolve this issue.
2. The Chief Diversion Control Officer of each Injunctive Relief Distributor or a direct report of the Chief Diversion Control Officer shall serve as the primary point of contact for the Monitor to facilitate the Monitor’s access to documents, materials, or staff necessary to conduct the reviews specified in Section XVIII.F. The Monitor shall communicate any request for documents, materials, or access to staff to the Chief Diversion Control Officers or their designees.
3. If at any time the Monitor believes there is undue delay, resistance, interference, limitation, or denial of access to any records or to any employee or former employee deemed necessary by the Monitor to conduct the reviews specified in Section XVIII.F, the Monitor shall notify the Chief Diversion Control Officer of the Injunctive Relief Distributor and they shall meet and confer to resolve such issue. If the Monitor believes that the matter was not resolved, the Monitor shall immediately report the issue to the State Compliance Review Committee.
4. To the extent any of the documents requested by the Monitor contain material protected from disclosure by any legal privilege, including the attorney-client privilege or attorney work product protections, an Injunctive Relief Distributor may redact such material before providing the documents to the Monitor, but must provide the Monitor with a privilege log describing the redacted information and identifying the basis for redaction.
5. Notwithstanding any other information referenced and produced pursuant to Section XVIII, the Monitor shall have access to, and each Injunctive Relief Distributor’s Chief Diversion Control Officer shall produce to the

Monitor, any settlement agreements with government entities entered into after the Effective Date specifically concerning the requirements contained in the Injunctive Relief Terms and an Injunctive Relief Distributor's distribution of Controlled Substances (as opposed to distribution of pharmaceutical products in general).

E. Settling States' Access to Monitor

1. Other than in connection with the initiation of a Notice of Potential Violation set forth in Section XIX.B.2, should the Monitor believe it needs to initiate communication with the State Compliance Review Committee regarding an Injunctive Relief Distributor's compliance with the Injunctive Relief Terms, the Monitor's communications should include the Chief Diversion Control Officer or counsel of the affected Injunctive Relief Distributor, regardless of the form of communication.
2. The State Compliance Review Committee shall have access to any settlement agreements produced to the Monitor pursuant to Section XVIII.D.5.

F. Reviews to be Conducted by the Monitor

1. There shall be two (2) types of reviews to be conducted by the Monitor:
 - a) Customer-specific reviews, as set forth in Section XVIII.F.2; and
 - b) System reviews, as set forth in Section XVIII.F.3.
2. Customer-Specific Reviews
 - a) The following Customer-specific reviews will be conducted by the Monitor for each Injunctive Relief Distributor for each of the Reporting Periods:
 - (1) Threshold Change Request Review ("*TCR Review*");
 - (2) Onboarding New Customer Review ("*Onboarding Review*");
 - (3) Ongoing Due Diligence Review ("*Ongoing Diligence Review*");
 - (4) Customer Termination Review ("*Termination Review*"); and
 - (5) Orders that Exceed Thresholds but are Shipped Review ("*Exceeded Threshold Review*").

- b) Sample selection and audit periods for TCR Reviews, Onboarding Reviews, Ongoing Diligence Reviews, Termination Reviews, and Exceeded Threshold Reviews:
- (1) For each Reporting Period, the Monitor will review a representative sample of files for the performance of the TCR Reviews, Onboarding Reviews, and Ongoing Diligence Reviews. The Monitor shall select a sample representative of various geographic regions, customer types (Independent Retail Pharmacy Customers or Chain Customer), and distribution centers.
 - (2) The Monitor will meet and confer with each of the Injunctive Relief Distributors to determine the appropriate audit period within each Reporting Period from which the samples will be selected (e.g. samples will be selected from the first six (6) months of a reporting period to allow the Monitor time to perform its review during the remainder of the reporting period).
 - (3) Within thirty (30) calendar days following the close of the agreed-upon audit period, the Injunctive Relief Distributors (or the Clearinghouse once operational, if able to do so) will provide the Monitor with the following lists of relevant Customers for each type of review:
 - (a) A list of all Customers that requested at least one Threshold increase for a Highly Diverted Controlled Substance during the relevant audit period, including the number of such requests by each Customer;
 - (b) A list of all Customers that were onboarded during the relevant audit period and, during that period, ordered and received Highly Diverted Controlled Substances;
 - (c) A list of all Customers that were the subject of an Ongoing Diligence Review during the relevant audit period;
 - (d) A list of all Customers that, for reasons related to Controlled Substance regulatory compliance, were terminated during the relevant audit period; and
 - (e) A list of all Orders for Highly Diverted Controlled Substances where a decision was made to ship the Order even though the order exceeded the otherwise

applicable Threshold, with number of such shipped orders.

- (4) Within fifteen (15) calendar days of compiling this Customer information for sample selection, each Injunctive Relief Distributor shall propose a reasonable number of customer files for each review to the Monitor.
- (5) Within fifteen (15) calendar days of receiving the lists specified above from the Injunctive Relief Distributors, the Monitor shall choose representative files to be reviewed from these lists. Each list will include the Customers' zip code, geographic region, distribution center, and customer type (Independent Retail Pharmacy Customer or Chain Customer).

c) TCR Reviews

- (1) For each Reporting Period, the Monitor shall conduct a TCR Review for a sample review of Customers who requested at least one Threshold increase for Highly Diverted Controlled Substances for each Injunctive Relief Distributor. For the TCR Reviews, the Monitor shall review the information contained in the files of the sample Customers and determine whether the information reflects substantial compliance with the requirements of Section XII.C.3.

d) Onboarding Reviews

- (1) For each Reporting Period, the Monitor shall conduct an Onboarding Review of a sample of Customers that were onboarded during the applicable audit period and, during that period, ordered and received Highly Diverted Controlled Substances from the Injunctive Relief Distributor. For the Onboarding Reviews, the Monitor shall review the information contained in the files of the sample Customers and determine whether the information reflects substantial compliance with the requirements of Section IX.

e) Ongoing Diligence Reviews

- (1) For each Reporting Period, the Monitor shall conduct an Ongoing Diligence Review of a sample of Customers for each Injunctive Relief Distributor that was the subject of an Ongoing Diligence Review during the relevant audit period. For the Ongoing Diligence Reviews, the Monitor shall review the information contained in the files of the

sample of Customers and determine whether the information reflects substantial compliance with the requirements of Section X.

f) Termination Reviews

- (1) For each Reporting Period, the Monitor shall conduct a review of a sample of Customers that were terminated by each Injunctive Relief Distributor during the audit period. For the Termination Reviews, the Monitor shall review the information contained in the files of the sample of Customers and determine whether the information reflects substantial compliance with the requirements of Section XIV.

g) Exceeded Threshold Review

- (1) For each Reporting Period, the Monitor shall conduct a review of a sample of Orders for Highly Diverted Controlled Substances where a decision was made by the Injunctive Relief Distributor to ship the Order even though the Order exceeded the applicable Threshold. For the Exceeded Threshold Reviews, the Monitor shall review the information contained in the Customer files related to the Orders and determine whether the information reflects substantial compliance with the requirements of Section XIII.B.

3. Annual System Reviews:

- a) The following system reviews will be conducted by the Monitor for each Injunctive Relief Distributor for each of the Reporting Periods:

- (1) CSMP Review;
- (2) Threshold Setting Process Review;
- (3) Suspicious Orders and Suspicious Order Report Review;
- (4) Compensation Review;
- (5) Red Flag Review; and
- (6) Review of CSMP Integration with Clearinghouse.

- b) CSMP Review

- (1) For each Reporting Period, the Monitor shall conduct a review of the following materials from each Injunctive Relief Distributor:
 - (a) Current CSMP policies and procedures;
 - (b) Organizational charts for the departments that are relevant to the CSMP organization;
 - (c) Logs and/or summaries of any reports received on the “hot line” required by Section V.E and the action or response of an Injunctive Relief Distributor to any such reports;
 - (d) Copies of the quarterly reports provided by the Chief Diversion Control Officer to the CSMP Committee as required by Section IV.C;
 - (e) Copies of the quarterly reports provided by the CSMP Committee to senior management and the Board of Directors as required by Section VI.C; and
 - (f) Copies of the materials used for the training required by Section VII and lists of the attendees of the training.
- c) Threshold Setting Process Review:
 - (1) For each Reporting Period, each Injunctive Relief Distributor or its outside consultants shall prepare a summary report describing how its Threshold-setting methodology for Independent Retail Pharmacy Customers and Chain Customers complies with Section XII (the “*Annual Threshold Analysis and Assessment Report*”).
 - (2) For each Reporting Period, the Monitor shall review the Annual Threshold Analysis and Assessment Report, determine whether the information reflects substantial compliance with the requirements of Section XII, and include any Observations and Recommendations, as defined in Section XVIII.G, in its annual Audit Report.
- d) Suspicious Orders and Suspicious Order Reporting Review:
 - (1) For each Reporting Period, each Injunctive Relief Distributors will provide the Monitor with a report containing summary metrics for the Suspicious Orders that were reported to the DEA and the Settling States (the

“*Suspicious Order Metrics Report*”). In the Suspicious Order Metrics Report, the Injunctive Relief Distributors will also provide summary metrics for Orders of Highly Diverted Controlled Substances that exceeded a Threshold but were still shipped.

- (2) For each Reporting Period, the Monitor shall review the Suspicious Order Metrics Report, determine whether the information reflects substantial compliance with the requirements of Section XIII, and include any Observations and Recommendations in its annual Audit Report.

e) Compensation Reviews:

- (1) For each Reporting Period, the Monitor will review compensation-related policy documents for each Injunctive Relief Distributor for sales personnel. The Monitor shall analyze those documents and determine whether the compensation policies of each Injunctive Relief Distributor comply with the requirements contained in Section V.

f) Red Flags Review:

- (1) For each Reporting Period, the Monitor shall review the Red Flags defined in Section VIII and their incorporation into each Injunctive Relief Distributor’s policies and procedures. The Monitor shall determine whether the information reflects substantial compliance with the requirements of Section VIII and include any Observations and Recommendations, as called for by Section VIII.C, about those definitions in its annual Audit Report.

g) Review of CSMP Integration with the Clearinghouse:

- (1) For each Reporting Period, each Injunctive Relief Distributor shall prepare a report summarizing the status of the Injunctive Relief Distributor’s CSMP integration with the operation of the Clearinghouse (“*Clearinghouse Integration Report*”). The Monitor shall review each Injunctive Relief Distributor’s Clearinghouse Integration Report, determine whether the information reflects substantial compliance with the requirements of Section XVII, and include any Observations and Recommendations in its annual Audit Report.

G. Observations and Recommendations:

1. If the Monitor notes any areas for potential improvement during the course of the reviews conducted pursuant to the Injunctive Relief Terms, the Monitor shall include any such recommendations in the Audit Report. Collectively, any such questions, concerns or recommendations will be referred to as “*Observations and Recommendations*.”

H. Audit Reports:

1. No later than one hundred and twenty (120) calendar days prior to the end of a Reporting Period and/or at any other time deemed reasonably necessary by the Monitor, the Monitor shall provide each Injunctive Relief Distributor with a draft report detailing any instances of substantial non-compliance with the applicable provisions of the Injunctive Relief Terms from the reviews in Section XVIII.F (the “*Draft Report*”). The Draft Report will also describe any Observations and Recommendations.
2. Within thirty (30) calendar days of its receipt of the Draft Report, the Injunctive Relief Distributor will provide comments and responses to the Draft Report. The Injunctive Relief Distributor will, among other things:
 - a) Respond to each instance of substantial non-compliance, including, where appropriate, describing any corrective action taken (or to be taken).
 - b) Respond to each Observation and Recommendation.
3. Within thirty (30) calendar days of its receipt of the Injunctive Relief Distributors’ responses to the Draft Report, the Monitor shall provide a final report (the “*Audit Report*”) to each Injunctive Relief Distributor and the State Compliance Review Committee. The Monitor shall provide the State Compliance Review Committee with a copy of an Injunctive Relief Distributor’s response to the Draft Report.
4. No action or lack of action by the Settling States regarding information received from the Monitor concerning an Injunctive Relief Distributor’s conduct shall be considered affirmation, acceptance, or ratification of that conduct by the Settling States.

I. Confidentiality:

1. Materials and information provided by the Injunctive Relief Distributors to the Monitor that are designated “*Confidential*” (and any parts, portions, or derivations thereof) (the “*Confidential Information*”) will be kept confidential and not be shown, disclosed, or distributed to any other party, including any other Injunctive Relief Distributor.
2. The Monitor will not use materials or information received from one Injunctive Relief Distributor, or information or analysis developed using

the Confidential Information of an Injunctive Relief Distributor, in its assessment of any other Injunctive Relief Distributor. Because each Injunctive Relief Distributor operates pursuant to its own unique policies and procedures intended to comply with legal and other requirements of the Injunctive Relief Terms, the Monitor shall apply the standards of each Injunctive Relief Distributor to its reviews without preference to the practices or standards applied by any other Injunctive Relief Distributor.

3. If any of the Settling States or the Monitor receive a request for disclosure of any material or information created or shared under the Injunctive Relief Terms, pursuant to a Third Party Request, the Settling State or the Monitor, respectively, shall notify the Injunctive Relief Distributors of the Third Party Request and the Confidential Information to be disclosed so that the Injunctive Relief Distributors may seek a protective order or otherwise challenge or object to the disclosure. The Settling State or the Monitor will provide the Injunctive Relief Distributors with at least ten (10) days' advance notice before complying with any Third Party Request for Confidential Information, except where state law requires a lesser period of advance notice.
4. Nothing herein will be deemed to prevent any party from claiming any applicable exemption to the public information act, freedom of information act, public records act, or similar law.

XIX. ENFORCEMENT OF INJUNCTIVE RELIEF TERMS

A. State Compliance Review Committee:

1. Any Settling State may initiate a review of a Potential Violation consistent with the process set forth in Section XIX.
2. The State Compliance Review Committee shall assign the Monitor the responsibilities set forth in Sections XIX.B.3 through XIX.B.7, regarding review of a Potential Violation and an opportunity to cure, except with respect to matters requiring interpretation of the Injunctive Relief Terms subject to Section XIX.C.2. The objective of the Monitor shall be to facilitate a resolution among the parties, providing an opportunity to cure, as applicable, for the party against whom a Potential Violation has been alleged.
3. No less than six (6) months before the Monitor's term expires pursuant to Section XVIII, the State Compliance Review Committee and Injunctive Relief Distributors shall meet and confer in good faith to determine the parameters and processes for continued enforcement, consistent to the maximum extent possible with the provisions set forth in Section XIX, for the period after the Monitor's term has ended. Absent agreement between the State Compliance Review Committee and Injunctive Relief

Distributors, all provisions set forth in Section XIX involving the Monitor are excused after the Monitor's term has ended.

4. Should an Injunctive Relief Distributor allege in good faith that a Settling State or the Monitor has impaired the ability of the Injunctive Relief Distributor to meet the Injunctive Relief Terms, the Injunctive Relief Distributor may request the State Compliance Review Committee to mediate any dispute in an effort to avoid the time and expense of litigation regarding interpretation and enforcement of the Injunctive Relief Terms.

B. Process for Review of Potential Violations and Opportunity to Cure:

1. Definition of "Potential Violation": A Potential Violation occurs when an Injunctive Relief Distributor is alleged to not be in substantial compliance with (i) the Injunctive Relief Terms or (ii) a Corrective Action Plan adopted consistent with the process set forth in Section XIX.B.7.
2. Submission of Notice of Potential Violation. An allegation of a Potential Violation shall be submitted to the State Compliance Review Committee in writing by one or more Settling States ("*Notice of Potential Violation*" or "*Notice*") and shall include the following to the extent practicable:
 - a) Specification of the particular Injunctive Relief Term(s) and/or Corrective Action Plan(s) implicated by the Potential Violation;
 - b) Description of the Potential Violation with specificity;
 - c) The reasoning for and, if available, any documentation supporting the allegation that a Potential Violation has occurred, including whether the Potential Violation is a matter identified by the Monitor in an Audit Report; and
 - d) Description of the time-sensitivity of the Potential Violation, if relevant.
3. Assignment to Monitor. The State Compliance Review Committee shall review every Notice. If the State Compliance Review Committee reasonably believes that further review is warranted, the State Compliance Review Committee shall forward the Notice to the Monitor. The Monitor shall ensure that the Injunctive Relief Distributor that is the subject of the Notice receives a copy of the Notice and a proposed schedule consistent with the process set forth in Sections XIX.B.4 and XIX.B.5.
4. Response to Notice of Potential Violation. Within thirty (30) days of receipt of the Notice of Potential Violation, the Injunctive Relief Distributor that is the subject of the Notice shall provide a written response to the referring Settling State(s), the Monitor, and the State Compliance Review Committee. The response (a) shall set forth the

reasons the Injunctive Relief Distributor that is the subject of the Notice believes that it is in substantial compliance with the relevant Injunctive Relief Term(s) and/or Corrective Action Plan(s), and (b) as applicable, shall explain efforts undertaken to cure the Potential Violation and a schedule for completing the efforts to cure.

5. Conference for Parties re Notice of Potential Violation. The parties to the Notice shall meet or otherwise confer regarding the Potential Violation. The parties and the Monitor shall make themselves available for such a meeting (which may at any party's election be a virtual or technology-based meeting), provided, however, that the meeting is not required to take place sooner than fifteen (15) days after a written response to the Notice of Potential Violation.
6. Process for Previously-Submitted Notices of Potential Violation. At the request of the parties to a Notice, the Monitor shall determine whether the Notice implicates the same or similar issues as a previously submitted Notice or is a matter previously identified by the Monitor in an Audit Report involving the same party alleged to have engaged in a Potential Violation, and make an initial determination as to whether the issues needs to be addressed anew. The Monitor shall inform the Settling State and Injunctive Relief Distributor involved in the previous Notice or the subject of a matter previously identified by the Monitor in an Audit Report of its determination within five (5) business days of receipt of the Notice. The Settling State and Injunctive Relief Distributor shall have five (5) business days to object to the determination. If an objection is made, the Monitor shall respond to the objection within five (5) business days. If no objection is made, the party involved in the prior Notice may rely on the response to the previously submitted Notice or matter previously identified by the Monitor in an Audit Report and no further action shall be required.
7. Monitor Resolution of Potential Violation and Opportunity to Cure. Within thirty (30) days of the meeting pursuant to Section XIX.B.5, the Monitor, taking into consideration the submissions of the parties involved in the Notice and other information available to the Monitor, shall resolve the Notice as follows:
 - a) If the Monitor reasonably believes that a Potential Violation is not ongoing or has been substantially resolved as of thirty (30) days from the meeting pursuant to Section XIX.B.5, the Monitor shall provide written notice to the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice.
 - b) If the Monitor reasonably believes that a Potential Violation is ongoing and has not been substantially resolved as of thirty (30) days from the meeting pursuant to Section XIX.B.5, the Monitor

shall provide written notice to the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice and request that the Injunctive Relief Distributor prepare, within thirty (30) days of the receipt of such written notice, a Corrective Action Plan to remedy such Potential Violation, including a reasonable period for implementation of such plan. The Monitor may extend the period of time to submit a Corrective Action Plan up to ninety (90) days based on a reasonable request by the affected party.

- c) A Corrective Action Plan may address multiple Potential Violations, and an existing Corrective Action Plan may be amended to address additional Potential Violations.
- d) Within ten (10) business days of submission of a Corrective Action Plan regarding a Potential Violation, the Monitor shall confer with the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice regarding the proposed Corrective Action Plan. The Monitor may recommend revisions in its discretion. The conference required by this paragraph may at any party's election be a virtual or technology-based meeting.
- e) Within thirty (30) days of the conference in Section XIX.B.7.d, the Monitor shall advise the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice whether the Monitor has adopted the proposed Corrective Action Plan or whether the Monitor has adopted it after making modifications. The Monitor shall also set forth a reasonable period for implementation of any such plan that has been adopted. The Injunctive Relief Distributor that is subject to a Corrective Action Plan adopted by the Monitor must begin to comply with the Corrective Action Plan within five (5) business days of receiving notice of the Corrective Action Plan has been adopted, unless it seeks review by the State Compliance Review Committee pursuant to Section XIX.C.1.

C. Enforcement Responsibilities of State Compliance Review Committee:

- 1. The Settling State(s) or Injunctive Relief Distributor involved in a Notice may request the State Compliance Review Committee to review the resolution (including a resolution pursuant to Section XIX.B.7.a) and/or Corrective Action Plan adopted by the Monitor regarding that Notice. Any such request must be made within five (5) business days of a resolution or adoption of a Corrective Action Plan by the Monitor. The State Compliance Review Committee, taking into consideration the resolution by the Monitor, submissions of the Settling State(s) or Injunctive Relief

Distributor, and other information available to the Committee, shall within thirty (30) days of receipt of the request resolve the matter by written notice to the affected parties, which shall include the State Compliance Review Committee's reasoning in reaching its resolution. The State Compliance Review Committee may agree, disagree, or modify any resolution or Corrective Action Plan that it reviews. An Injunctive Relief Distributor that is subject to a Corrective Action Plan that is affirmed or affirmed as amended by the State Compliance Review Committee must within five (5) business days begin to comply with the Corrective Action Plan.

2. The State Compliance Review Committee shall review any issues raised by a Notice regarding the interpretation of the Injunctive Relief Terms at the request of the Settling State(s), Injunctive Relief Distributor involved in a Notice, or the Monitor. Such a request may be made at any time after the Notice's submission, and the request will not extend the timelines set forth in Sections XIX.B and XIX.C.1. The State Compliance Review Committee shall notify the Monitor, Settling State(s) and Injunctive Relief Distributor involved in the Notice of its determination. Settling States and Injunctive Relief Distributors do not waive their rights to challenge the interpretation of the Injunctive Relief Terms by the State Compliance Review Committee in any subsequent proceeding pursuant to Section XIX.E.2.
3. The State Compliance Review Committee may, independent of a Notice of Potential Violation, review requests by a Monitor, Settling State, or Injunctive Relief Distributor regarding the interpretation of the Injunctive Relief Terms. The State Compliance Review Committee shall notify the Monitor and requesting party of its interpretation, including the State Compliance Review Committee's reasoning in reaching its conclusion. Settling States and Injunctive Relief Distributors do not waive their rights to challenge the interpretation of the Injunctive Relief Terms by the State Compliance Review Committee in any subsequent proceeding pursuant to Section XIX.E.2.
4. The State Compliance Review Committee shall make available to all Settling States and Injunctive Relief Distributors any interpretation it issues pursuant to Sections XIX.C.2 and XIX.C.3.

D. Composition of State Compliance Review Committee:

1. A Settling State on the State Compliance Review Committee that is in active litigation with one or more of the Injunctive Relief Distributors, or in another potential conflict of interest involving compliance with Controlled Substances laws and regulations, may not serve on the State Compliance Review Committee for matters involving the affected Injunctive Relief Distributor, and the remaining Settling States on the

State Compliance Review Committee shall within five (5) business days select an alternate Settling State as a replacement.

2. If the affected state on the State Compliance Review Committee disputes that it has a disqualifying active litigation or other conflict of interest, the determination of whether that state has a conflict disqualifying it from serving on the State Compliance Review Committee shall be made by the remaining states on the State Compliance Review Committee.

E. Enforcement Actions:

1. Any written notice or resolution by the State Compliance Review Committee regarding the matters set forth in Sections XIX.B and XIX.C shall provide the State Compliance Review Committee's assessment of the matter but will not be an official opinion of any individual Settling State.
2. Following the issuance of a written notice or resolution of the State Compliance Review Committee pursuant to Section XIX.C, a Settling State or Injunctive Relief Distributor may take whatever action it deems necessary related to the written notice or resolution issued by the State Compliance Review Committee, provided that the Settling State or Injunctive Relief Distributor is either (a) the Settling State that sought review by the State Compliance Review Committee, or (b) the Injunctive Relief Distributor that is the subject of the Potential Violation at issue. Such action may include but is not limited to bringing an action to enforce the settlement agreement, filing a new original action, or, the parties to a Notice attempting to negotiate a Corrective Action Plan directly with each other.
3. The Settling States agree that prior to taking any court or administrative action, other than an action that is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State, or that a public emergency requiring immediate action exists, it will follow the process outlined in Sections XIX.B and XIX.C.
4. A Settling State or Injunctive Relief Distributor must bring a court or administrative action within six (6) months of any resolution of the State Compliance Review Committee, unless the alleged violation is also an independent violation of state or federal law, or an action that a Settling State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the State, or that a public emergency requiring immediate action exists, in which cases, the applicable statute of limitations (if any) for sovereign actions shall apply.

EXHIBIT Q

Illustrative Examples of Prepayments

Example 1

Gross Settlement Prepayment: \$3,000,000

Settlement Prepayment Reduction Schedule: Reduce amounts paid for each of Payment Years 8, 13, and 18 by \$1,000,000

Net Settlement Prepayment Amount (assumes discount rate of five percent (5%)): \$2,591,513
(\$863,838 for each of Payment Years 5, 10, and 15)

Payment Year	Initial Settlement Payment Schedule	Settlement Prepayment Reduction (-)	Net Settlement Prepayment (+)	Revised Settlement Payment Schedule
1	\$1,000,000			\$1,000,000
2	\$1,000,000			\$1,000,000
3	\$1,000,000			\$1,000,000
4	\$1,000,000			\$1,000,000
5	\$1,000,000		\$863,838	\$1,863,838
6	\$1,000,000			\$1,000,000
7	\$1,000,000			\$1,000,000
8	\$1,000,000	\$1,000,000		\$0
9	\$1,000,000			\$1,000,000
10	\$1,000,000		\$863,838	\$1,863,838
11	\$1,000,000			\$1,000,000
12	\$1,000,000			\$1,000,000
13	\$1,000,000	\$1,000,000		\$0
14	\$1,000,000			\$1,000,000
15	\$1,000,000		\$863,838	\$1,863,838
16	\$1,000,000			\$1,000,000
17	\$1,000,000			\$1,000,000
18	\$1,000,000	\$1,000,000		\$0
Total	\$18,000,000	\$3,000,000	\$2,591,513	\$17,591,513

Example 2

Gross Settlement Prepayment: \$3,000,000

Settlement Prepayment Reduction Schedule: Reduce amounts paid for each of Payment Years 4, 9, and 14 by \$1,000,000

Net Settlement Prepayment Amount (assumes discount rate of five percent (5%)): \$2,857,143
(\$952,381 for each of Payment Years 3, 8, and 13)

Payment Year	Initial Settlement Payment Schedule	Settlement Prepayment Reduction (-)	Net Settlement Prepayment (+)	Revised Settlement Payment Schedule
1	\$1,000,000			\$1,000,000
2	\$1,000,000			\$1,000,000
3	\$1,000,000		\$952,381	\$1,952,381
4	\$1,000,000	\$1,000,000		\$0
5	\$1,000,000			\$1,000,000
6	\$1,000,000			\$1,000,000
7	\$1,000,000			\$1,000,000
8	\$1,000,000		\$952,381	\$1,952,381
9	\$1,000,000	\$1,000,000		\$0
10	\$1,000,000			\$1,000,000
11	\$1,000,000			\$1,000,000
12	\$1,000,000			\$1,000,000
13	\$1,000,000		\$952,381	\$1,952,381
14	\$1,000,000	\$1,000,000		\$0
15	\$1,000,000			\$1,000,000
16	\$1,000,000			\$1,000,000
17	\$1,000,000			\$1,000,000
18	\$1,000,000			\$1,000,000
Total	\$18,000,000	\$3,000,000	\$2,857,143	\$17,857,143

EXHIBIT R

Agreement on Attorneys' Fees, Expenses and Costs

This Agreement on Attorneys' Fees, Expenses and Costs ("*Fee Agreement*") is entered between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively, the "*Settling Distributors*"), and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, National Prescription Opiate Litigation, No. 1:17-MD-2804 ("*MDL PEC*"), in connection with the Distributor Settlement Agreement ("*Distributor Agreement*"). This Fee Agreement becomes effective on the Effective Date of the Distributor Agreement or the date that the Consent Judgments anticipated under the Distributor Agreement become final in 25 Settling States (whichever is later). However, costs specified in Sections II.I and II.I.4 of this Fee Agreement that are to be funded pre-Effective Date by the Settling Distributors are effective upon agreement in writing with the Settling Distributors.

I. Definitions.

A. This Fee Agreement incorporates all defined terms in the Distributor Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Distributor Agreement.

B. "*Attorney.*" Any of the following retained through a legal contract: a solo practitioner, a multi-attorney law firm, or other legal representative of a Participating Subdivision.

C. "*Attorney Fee Fund.*" An account consisting of funds allocated to pay attorneys' fees approved pursuant to Section II of this Fee Agreement established by Order of, and under the ongoing jurisdiction of, the MDL Court, as provided below.

D. "*Common Benefit Fund.*" The sub fund of the Attorney Fee Fund described in Section II.C.

E. "*Contingency Fee Fund.*" The sub fund of the Attorney Fee Fund described in Section II.D.

F. "*Cost and Expense Fund Administrator.*" The administrator appointed by the MDL Court to administer the MDL Expense Fund and Subdivision Cost Fund as provided in the Fee Agreement.

G. "*Cost Funds.*" Collectively, the MDL Expense Fund and Subdivision Cost Fund.

H. "*Fee Entitlement.*" Any right, entitlement or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop Agreement, or any other arrangement by which counsel could receive compensation or other consideration.

I. “*Fee Panel.*” The three-person panel appointed by the MDL Court to administer the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.

J. “*Litigating Subdivision Cost Fund.*” The cost fund described in Section II.E herein.

K. “*MDL Court.*” United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.

L. “*MDL Expense Fund.*” The cost fund described in Section II.F below.

M. “*MDL PEC.*” The Plaintiffs’ Executive Committee appointed by the MDL Court.

N. “*Non-Participating Litigating Subdivision.*” A Litigating Subdivision that is not a Participating Subdivision.

O. “*Participating Litigating Subdivision.*” A Litigating Subdivision that is also a Participating Subdivision.

P. “*Participation Agreement.*” An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.

Q. “*Qualifying Representation.*” Legal services provided for representation of a Participating Litigating Subdivision regarding Released Claims against Released Entities.

R. “*State Back-Stop Agreement.*” Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys’ fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.

II. Fees and Costs.

A. *Total Attorneys’ Fees and Costs.*

1. Total attorneys’ fees and costs to be paid by Settling Distributors to Attorneys in each of the relevant Payment Years under this Fee Agreement shall be up to the following amounts, subject to the provisions set forth below, including with respect to the division of the Attorney Fee Fund into its sub funds:

	Attorney Fee Fund <i>(Contingency Fee Fund and Common Benefit Fund)</i>	MDL Expense Fund	Litigating Subdivision Cost Fund
Payment Year 1	\$136,044,378.70	\$40,384,615.39	\$40,000,000
Payment Year 2	\$150,934,911.25		\$40,000,000
Payment Year 3	\$270,825,443.80		\$40,000,000
Payment Year 4	\$183,625,739.68		

Payment Year 5	\$183,625,739.69		
Payment Year 6	\$183,625,739.69		
Payment Year 7	\$183,625,739.69		

2. The sub funds within the Attorney Fee Fund shall include the Common Benefit Fund and the Contingency Fee Fund. The Cost Funds shall include the MDL Expense Fund, and the Litigating Subdivision Cost Fund. The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.

3. The Contingency Fee Fund and the Common Benefit Fund shall be administered by a Fee Panel to be appointed by the MDL Court that will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Order. The Cost Funds shall be administered by the Cost and Expense Fund Administrator to be appointed by the MDL Court who will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of costs pursuant to this Fee Agreement and the MDL Court's Order.

4. The fees and costs to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations only. Fees and costs to be paid under this Fee Agreement are not available prior to the Effective Date of the Distributor Agreement or if the Distributor Agreement does not proceed past the Settling Distributors' determination in Section VIII.A of the Distributor Agreement. Fees and costs to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees and costs under this Fee Agreement are not available for representation of any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.

5. Payments due to the Attorney Fee Fund and the Cost Funds from the Settling Distributors under this Section II will be allocated among the Settling Distributors as follows: McKesson — 38.1%; Amerisource — 31.0%; Cardinal — 30.9%. A Settling Distributor's sole responsibility for payments under this Fee Agreement shall be to make its share of each payment. The obligations of the Settling Distributors in this Fee Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

B. *Attorney Fee Fund and Sub Funds.*

1. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund.

2. In no event shall Settling Distributors be required to pay more into the Attorney Fee Fund in any Payment Year than the maximum amount specified for that Payment Year in Section II.A.1, which amounts are reflected in Exhibit M to the Distributor Agreement. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions and offsets set forth below.

3. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Distributor Agreement, as set forth in Exhibit G to the Distributor Agreement, and shall be made applying the Mathematical Model attached as Exhibit A to this Fee Agreement (“*Mathematical Model*”). The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of an Attorney to participate as required in Section II.G. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.

4. As to awards from the Contingency Fee Fund, there shall be no right of appeal.

5. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard.

C. *Common Benefit Fund.* (60% of the Attorney Fee Fund.)

1. Funds in the Attorney Fee Fund shall be allocated to the Common Benefit Fund according to the schedule set forth below, subject to the adjustments described in Section II.C.5. The payments are to be made on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 1	\$81,626,627.22
Payment Year 2	\$90,560,946.75
Payment Year 3	\$162,495,266.28
Payment Year 4	\$110,175,443.79
Payment Year 5	\$110,175,443.79
Payment Year 6	\$110,175,443.79
Payment Year 7	\$110,175,443.79
Total:	\$775,384,615.41

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who:

- a. have performed work for the common benefit of all subdivisions pursuant to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated June 19, 2018, under docket number 636, which is included herein by reference; and
- b. satisfy the eligibility criteria set forth in Section II.G.

For purposes of Common Benefit Fund distribution, notwithstanding Section II.A.4 above, Attorneys representing Tribal Nations litigating against the Settling Distributors that have reached a settlement for Released Claims with Settling Distributors and/or Released Entities and meet the eligibility criteria in Section II.G shall be eligible.

3. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the June 19, 2018 Order.

4. In assessing the benefits that an Attorney has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribal Nations for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Attorney and his or her clients have contributed to increasing (or reducing) the Initial Participation Tier achieved through participation in the Distributor Agreement; (ii) the Attorney and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Distributor Agreement; and (iii) the Attorney and his or her clients have contributed to the potential triggering of any suspension, reduction, or offset of Payment amounts under the Distributor Agreement. The Fee Panel may also consider additional fee recoveries the Attorney may potentially obtain, including, but not limited to, from State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients, whether they participated in the Distributor Agreement or not. It is the intent of this provision to recognize that the goal of the Distributor Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. Therefore, representing a Non-Participating Subdivision does not further the goal of the Distributor Agreement and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing Later Litigating Subdivisions is antithetical to the Distributor Agreement, detracts from Common Benefit, and is addressed by the ethics opinion discussed in Section II.I.4. The Fee Panel shall consider this concept of "*common detriment*" set forth in this Section II.C.4 in all of its decisionmaking with respect to the allocation of the Attorney Fee Fund among Attorneys, as well as, in its discretion, any offsets provided to Settling Distributors as set forth in Section II.C.6. The Fee Panel shall consider the totality of the Attorney's Participating Litigating Subdivisions as compared to the Attorney's Non-Participating Litigating

Subdivisions; the Parties recognize that, although the goal is for 100% participation, Attorneys with a higher number of clients have a higher probability of having one or more Non-Participating Litigating Subdivision client. As used in this Section II.C.4, “*client*” or “*representing*” a Subdivision shall include any Litigating Subdivision as to which the Attorney has a Fee Entitlement.

5. As set forth in Section II.C.6, the Fee Panel must consider the factors described in Section II.C.4 to determine how and whether to reduce the amounts to be paid by Settling Distributors under this Fee Agreement and to determine how to allocate funds among Attorneys. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given a Settling Distributor in this Fee Agreement shall be applied against Payment Year 7 and working backwards. Any reduction to an Attorney not credited to Settling Distributors shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.

6. The amounts to be provided as a credit or offset to Settling Distributors from the Common Benefit Fund shall depend on the relevant Participation Tier achieved, set forth in Exhibit H of the Distributor Agreement, as follows:

a. At Participation Tier 1 or below, the Common Benefit Fund payments to be paid by Settling Distributors shall be reduced as follows:

(i) With respect to any Attorney seeking payment from the Common Benefit Fund, the Fee Panel shall compare the aggregate allocation that Participating Litigating Subdivisions with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics with the aggregate amount that all Litigating Subdivisions (Participating and Non-Participating) with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics, provided that only Litigating Subdivisions in Settling States shall be considered for this ratio. The Fee Panel will multiply the amount to be paid to that Attorney from the Common Benefit Fund by that ratio, reduce the Attorney’s award by a maximum reduction of 15%, and the dollar amount of such reduction shall be deducted, dollar-for-dollar, from the amount owed by Settling Distributors to the Common Benefit Fund of the Attorney Fee Fund.

(ii) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Distributor Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Settling Distributors’ obligation to pay fees under this Fee Agreement, Settling Distributors’

obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar for any amount of such fee assessments or payments (in the aggregate based on all reductions in this Section II.C.6.a.ii that exceed the reductions in Section II.C.6.a.i).

(iii) For the avoidance of doubt, in Tier 1 for each settlement or judgment with the Settling Distributors that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for the Settling Distributors, unless the assessment or payment occurs after the Payment Date for Year 7.

b. At Participation Tier 2, the Common Benefit Fund payments to be made by Settling Distributors shall be reduced only as follows:

(i) Reduction by the Fee Panel. With respect to all Attorneys making an application that seeks payment from the Common Benefit Fund, the Fee Panel shall, following a determination that an Attorney is eligible under Section II.G, apply the criteria specified in Section II.C.4 in determining whether the lack of participation by Subdivisions with which an Attorney has a Fee Entitlement has resulted in a reduction in the Participation Tier achieved, reduction in benefit to Participating Subdivisions as a result of reductions in Incentive Payments A-D, and/or potential triggering of a suspension, reduction or offset under the Distributor Agreement. If the Fee Panel concludes that such a reduction has occurred, it must consider (1) the relative size of the Non-Participating Subdivision, as adjusted by the severity measures reflected in Exhibit H (governing the Participation Tiers) of the Distributor Agreement, and the impact of its non-participation on the Distributor Agreement as a whole (including amounts of Incentive Payments and triggering of suspensions, reductions or offsets); (2) whether and by how much the payment to the Attorney from the Common Benefit Fund should be reduced as a result of the impact of such non-participation on Participating Subdivisions; and (3) whether some or all of said reduction should revert to Settling Distributors due to the reduction in peace obtained from the Distributor Agreement. Consideration of the factors discussed in this Section II.C.6.b.i and Section II.C.4 is mandatory. The decision whether to (and by how much to) reduce payments by Settling Distributors or to reduce the payment to any Attorney based on the factors in Section II.C.4 shall be in the sole discretion of the Fee Panel.

(ii) Offsets.

(1) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement

settles with or wins a judgment against a Released Entity separate from the Distributor Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Settling Distributors' obligation to pay Common Benefit Fees under this Fee Agreement, Settling Distributors' obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar up to the amount of the fee assessment or payment, except that such amount shall be capped at 7.5% of the amount of the settlement or judgment. Such reduction shall be taken first from Payment Year 7 of Settling Distributors' payments to the Common Benefit Fund of the Attorney Fee Fund up to the full amount of Settling Distributors' payment obligation in Payment Year 7, then from Payment Year 6, and so on.

(2) For the avoidance of doubt, for each settlement or judgment with the Settling Distributors that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for the Settling Distributors, unless the assessment or payment occurs after the Payment Date for Payment Year 7.

c. At Participation Tier 3, the reductions to the Attorney Fee Fund shall be the same as set forth in Section II.C.6.b, except that the cap on each offset shall be 5% of the amount of such settlement or judgment.

d. At Participation Tier 4, there shall be no reductions to the Settling Distributors' obligations to make payment into the Common Benefit Fund, but the principles set forth in Section II.C.4 shall continue to apply.

D. *Contingency Fee Fund.* (40% of the Attorney Fee Fund.)

1. Funds from the Attorney Fee Fund shall be allocated to the Contingency Fee Fund on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 1	\$54,417,751.48
Payment Year 2	\$60,373,964.50
Payment Year 3	\$108,330,177.52
Payment Year 4	\$73,450,295.88
Payment Year 5	\$73,450,295.88
Payment Year 6	\$73,450,295.88
Payment Year 7	\$73,450,295.88
Total:	\$516,923,077.32

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in Section II.G.

3. The Contingency Fee Fund shall be available to Attorneys who:

a. represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court; and

b. meet the eligibility criteria of Section II.G.

c. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.

4. The amounts owed by Settling Distributors to the Contingency Fee Fund shall depend on the relevant Participation Tier set forth in Exhibit H of the Distributor Agreement as follows:

a. At Participation Tiers 1, 2 and 3, the Contingency Fee Fund payments shall be reduced as follows:

(i) For Non-Settling States, the Contingency Fee Fund payments shall first be reduced by the amounts identified by the Fee Panel, pursuant to Section II.H.6, that would have been owed to counsel for Litigating Subdivisions in Non-Settling States, had those States and those Litigating Subdivisions been Settling States and Participating Subdivisions.

(ii) Following the calculation in Section II.D.4.a.i, the Contingency Fee Fund payments shall be reduced to reflect the non-joinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to Section II.H.6, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.

b. At Participation Tier 4, there shall be no reductions in the Contingency Fee Fund.

c. In the event that the Settling Distributors, prior to the Effective Date of the Distributor Agreement, settle with any Litigating Subdivision and, under such settlement agreement pay attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating

Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Distributor Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settled Litigating Subdivision, shall be credited and/or returned to the Settling Defendants as if determined under Section II.D.4.a.ii above, except that such credit shall not be greater than the amount to the Attorneys paid under the Litigating Subdivision's prior settlement agreement.

E. *Litigating Subdivision Cost Fund.*

1. The Settling Distributors shall pay \$120,000,000 into the Subdivision Cost Fund, according to the schedule set forth below:

Payment Year 1	\$40,000,000
Payment Year 2	\$40,000,000
Payment Year 3	\$40,000,000

2. The Litigating Subdivision Cost Fund shall be available to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions or to compensate Participating Litigating Subdivisions for direct in-house costs for expenditures related to their litigation against the Settling Distributors, including the cost of in-house employees. No funds in the Litigating Subdivision Cost Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision. In allocating the Litigating Subdivision Cost Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021.

3. During the period between July 21, 2021, and the Effective Date, the MDL PEC, as well as Litigating Subdivisions eligible to claim costs from the Litigating Subdivision Cost Fund shall make best efforts to cease litigation activity against Settling Distributors, including by jointly seeking stays or severance of claims against the Settling Distributors, where feasible, or postponements if a motion to stay or sever is not feasible or is denied, so long as such actions are not otherwise detrimental to the Litigating Subdivision.

4. In the event that the Settling Distributors, prior to the Effective Date of the Distributor Agreement, settle with any Litigating Subdivision and, under such settlement agreement pay costs to the Litigating Subdivision or its Attorney, the MDL Cost and Expense Fund Administrator shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, using the same criteria applicable to all applicants to the Subdivision Cost Fund, determine what amount in costs the Litigating Subdivision or its Attorney would have been paid from the Litigating Subdivision Cost Fund if it had settled under the Distributor Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to the Settling Defendants, except that such sum shall not be greater than the amount paid under the previously settled Litigating Subdivision's settlement agreement.

5. The MDL Court shall appoint a Cost and Expense Fund Administrator, who shall develop a process and criteria, with input from participating counsel, by which to (a) determine the distribution of amounts from the MDL Expense Fund in pursuit of the claims against Settling Distributors; and (b) receive and evaluate applications from Participating Litigating Subdivisions, whether filed in Federal Court or State Court, to seek reimbursement from the Litigating Subdivision Cost Fund for eligible costs under Section II.E.2 in pursuit of the claims against the Settling Distributors. The Cost and Expense Fund Administrator shall require transparency from all applicants as to any other sources for compensating Attorneys for Litigating Subdivisions for costs incurred. The Cost and Expense Fund Administrator shall be compensated from the Fund.

6. In the event that the total amount of reimbursements from the Litigating Subdivision Cost Fund approved as reasonable by the Cost and Expense Administrator is less than the \$120,000,000, any remaining funds shall revert to the Settling Distributors.

F. *MDL Expense Fund.*

1. In Payment Year 1 of the Distributor Agreement, the Settling Distributors shall pay the following amount into the MDL Expense Fund:

MDL Expense Fund	\$40,384,615
------------------	--------------

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL Counsel for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The MDL Expense Fund will be paid directly to the MDL Cost Account, set up by MDL Order and will be administered under the ongoing jurisdiction of the MDL Court, as provided below. No funds may be used to compensate the costs incurred by Non-Participating Subdivisions or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions.

3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021, unless the Administrator determines that there are sufficient funds to cover all subdivision costs incurred prior to July 21, 2021 and that special circumstances exist to justify costs incurred following the public announcement of the Distributor Agreement.

G. *Eligibility.*

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees, including referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a

Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with input from Attorneys for Participating Litigating Subdivisions, for who should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in Section II.G, must be subject to the criteria set forth in Section II.C.4, and must be disclosed to the Fee Panel.

2. An Attorney may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and the Litigating Subdivision Cost Fund and any fund created by a past or future State Back-Stop Agreement, provided the Attorney satisfies the requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

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

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

b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.

c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation that the Attorney could not undertake consistent with the ethics opinion referenced in Section II.I.4.

d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions. For the avoidance of doubt, this representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions represented by other Attorneys that are the result of the MDL Court's Common Benefit order.

e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision.

f. The Attorney must certify that s/he has reviewed the ethics opinion referenced in Section II.I.4 and will act in conformity with such opinion.

g. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Distributor Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.

h. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, and deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement, and for which case(s) it was signed.

i. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Distributor Agreement to be fair and will make or has made best efforts to recommend the Distributor Agreement to his or her Subdivision clients in Settling States. For the avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this Section II shall include an affirmation by the Attorney in compliance with this Section II.G.

4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision. All applications for attorneys' fees under this Section II shall include an affirmation by the Attorney of compliance with this Section II.

5. An Attorney who has filed an application under this Section II and received an award of attorneys' fees shall provide a certification of compliance this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments.

6. If, at any time, the Attorney is unable to make the representations set forth in this Section II.G.3, such representations become untrue, or the Attorney falsely

represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.

7. If an Attorney has a Fee Entitlement from a Later Litigating Subdivision or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify Settling Distributors and the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement to, a Later Litigating Subdivision shall be prohibited from receiving any future funds from the Attorney Fee Fund. If an Attorney fails to notify Settling Distributors and the Fee Panel of such Fee Entitlement to a Later Litigating Subdivision, the Attorney shall be required to refund amounts previously paid.

8. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could reconsider the Attorney's eligibility.

9. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Distributor Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.

10. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the arbitration procedures outlined herein.

H. *Calculation of Amounts Due.*

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Attorney and each Participating Subdivision that applies under this Section II. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this Section II, except that the Fee Panel may receive information from the Settling Distributors (a) as to the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in Section II.C.4; and (c) such other information as Settling Distributors may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for the arbitration process consistent with this Fee Agreement and orders of the MDL Court. Such procedures may include submission of documentary and/or other evidence, interviews with applicants and/or other counsel (including counsel for Settling Distributors) that the Fee Panel

deems appropriate, and/or other means of creating a record upon which fee awards will be based.

3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in Section II.G of this Fee Agreement and the criteria set forth in Section II. In addition, the Fee Panel will give consideration in regard to Common Benefit awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):

a. The Attorney's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Attorney's financial commitment to such Qualifying Representations. Claimed "*time*" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;

b. The novelty, time, and complexity of the Qualifying Representations;

c. The skill requisite to perform legal services properly and undesirability of the case;

d. The preclusion of other employment by the Attorney due to time dedicated to Qualifying Representations;

e. The "*common benefit*," if any alleged to have been conferred by the Attorney and whether such common benefit work product by that Attorney was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that for any Attorney claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;

f. Any "*common detriment*," as set forth in Section II.C.4.

g. Any contingent fee agreements or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);

h. The experience, reputation, and ability of the Attorney;

i. Whether the Attorney's clients brought Released Claims against Released Entities;

- j. The status of discovery in cases primarily handled by the Attorney;
- k. The nature of any work by the Attorney on “*bellwether*” cases or cases that were similarly active in litigation;
- l. Any pressure points successfully asserted by the Attorney in cases against Settling Distributors or any risk for Settling Distributors created by the Attorney in cases against them;
- m. Any risk for defendants created by applicants in cases against the Settling Distributors;
- n. Successful and unsuccessful motion practice in cases worked on by the Attorney;
- o. The date of filing of any cases filed by the Attorney;
- p. Obtaining consolidation of the litigation in the Attorney’s jurisdiction;
- q. The number and population of entities represented by the Attorney and the fees that would have been awarded under extinguished contingent fee arrangements;
- r. Whether the Attorney’s clients brought claims against the Settling Distributors;
- s. Whether the Attorney has had a leadership role in the litigation, whether in state or federal court;
- t. Whether the Attorney has had a leadership role in any negotiations aimed at resolving the litigation;
- u. Whether the Attorney’s cases have survived motions to dismiss;
- v. The extent to which the Attorney contributed to the work product user for the common benefits of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;
- w. The extent to which litigation was done prior to and contributed to completion of settlement negotiations, as distinct from litigation that was done litigating after the announcement of the Distributor Agreement, such latter litigation both being of less value and potentially resulting a common detriment to the settlement process; and

x. Any other factors that the Fee Panel finds to be appropriate to consider after input from applicants to the Attorney Fee Fund.

4. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Attorney seeking compensation from the Attorney Fee Fund, procedures shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Attorney shall, at a minimum, require each Attorney to:

- a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;
- b. Identify all Subdivisions in both Settling and Non-Settling States with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;
- c. Identify which of those Subdivisions are Participating Subdivisions and which are not;
- d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;
- e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund; and
- f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters.

Notwithstanding Sections II.H.4.a-f above, the Panel may consider a supplemental application if the Attorney shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award. Examples would include, but are not limited to, an Attorney having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or the Participation Tier or an Allocation Agreement is reached.

5. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):

- a. Review the applications of all Attorneys seeking compensation from the Common Benefit Fund, including determining eligibility for each Attorney as set forth in Section II.G.

b. Reduce, on an annual basis, the Distributor's payment obligations, as set forth in Section II.C.6. The Panel shall inform the Settling Distributors and the MDL PEC of all such amounts and adjust the Settling Distributors' payment obligations accordingly.

c. Using criteria set forth in Sections II.C and II.G, allocate amounts from the Common Benefit Fund to eligible Attorneys, including payment amounts for each Payment Year. In making such allocations (regardless of the Participation Tier achieved), the Panel shall apply the principles set forth in Section II.C.4 and shall allocate any reduction in the payments of Settling Distributors specified in Section II.C.6 to the amounts paid to Attorneys with a Fee Entitlement to Litigating Subdivisions that are not Participating Subdivisions.

6. With respect to the Contingency Fee Fund, the Fee Panel shall:

a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in Section II.G.

b. Apply the Mathematical Model in Exhibit A.

c. Use such allocations to reduce payments, on an annual basis, the payment obligations of the Settling Distributors to the Attorney Fee Fund as set forth in Section II.D.4, and distributions therefrom, and inform the Settling Distributors and MDL PEC of all such adjustments.

7. To the extent that there is a dispute about the calculations of the Fee Panel related to the amounts that Settling Distributors are required to pay (including application of any reductions or offsets under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.

8. For purposes of determination of fee or cost awards, allocations, reductions and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee or cost award at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).

9. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision or allocates cost to such Participating Litigating Subdivision and that Subdivision is in a Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

I. *Miscellaneous.*

1. The costs associated with the Fee Panel prior to the Effective Date of this Fee Agreement shall be funded by Settling Distributors. The Fee Panel shall charge an hourly rate that has been previously approved by a federal or state court and shall provide a budget and a cap for such work prior to the Effective Date, which shall be approved by Settling Distributors and such approval shall not be unreasonably withheld. Settling Distributors shall receive a refund for any such payment of pre-Effective Date costs from interest that accrues on the monies in the Attorney Fee Fund (including interest that accrues during such time as the Attorney Fee Fund monies are in escrow prior to the Effective Date of the Distributor Agreement), up to the amount of such costs. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Settling Distributors. The costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the MDL Expense Fund and the Litigating Subdivision Cost Fund and shall not be otherwise funded by Settling Distributors.

2. The MDL PEC will seek, and the Attorneys General for Settling States and the Settling Distributors will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or paid in a case otherwise under the jurisdiction of the MDL Court.

3. The MDL PEC shall provide to Settling Distributors information they have that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or to having signed a Participation Agreement.

4. The MDL PEC shall retain ethics counsel of its choice to provide an opinion that addresses the compliance of its ethical obligations, as it relates to the Distributor Agreement. Such opinion shall address the issue of the potential conflict of interest for an Attorney that had represented a Participating Subdivision also representing a Later Litigating Subdivision as defined in the Distributor Agreement. This Section II.I shall be enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The opinion shall be provided to the Settling Distributors as soon as it is completed and, in any event, prior to July 31, 2021 and shall be disseminated to counsel eligible to apply to the Attorney Fee Fund within 30 days of the announcement of the Distributor Agreement. The MDL PEC represents that it will comply with this opinion until the Reference Date and thereafter if the Distributor Agreement proceeds. The cost of such expert work done prior to the Effective Date of the Distributor Agreement shall be funded by Settling Distributors.

5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as secret under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents). However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

III. Miscellaneous.

A. *Termination.* If the Distributor Agreement does not proceed past the Reference Date, whether because the Settling Distributors do not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Settling Distributors shall have no obligation to make any payments under this Fee Agreement, and the Settling Distributors and the MDL PEC shall take such steps as are necessary to restore the status quo ante.

B. *MDL Court Consideration.* This Fee Agreement shall be attached as an exhibit to the Distributor Agreement. This Fee Agreement shall also be submitted jointly by the Settling Distributors and the MDL PEC to the MDL Court for approval pursuant to the motion that shall be attached, prior to the Preliminary Agreement Date of the Distributor Agreement, to this Fee Agreement as Exhibit B.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Settling Distributors under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in Section II.C.4, or any other material change to the draft Order attached as part of Exhibit B or the terms of this Fee Agreement, the Settling Distributors and the MDL PEC shall meet and confer concerning such changes.

2. If the Settling Distributors and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement in the event discussed in Section III.B.1, this Fee Agreement shall be null and void, Settling Distributors shall have no obligation to make any payments under this Fee Agreement, and the Settling Distributors and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.

C. *Amendment.* Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of the Settling Distributors and the MDL PEC and (2) approval by the MDL Court.

D. *Jurisdiction and Enforcement.* The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of the Settling Distributors as set forth in this Fee Agreement, and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against the Settling Defendants, including data and documents, depositions, expert

reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this Section III.D authorizes the MDL Court to act contrary to this Fee Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Distributor Agreement.

EXHIBIT S

Agreement on the State Outside Counsel Fee Fund

1. **Creation of a State Outside Counsel Fee Fund.** The Settling Distributors and the Settling States agree to the creation of a state outside counsel fee fund to pay reasonable attorneys' fees of Settling States which have retained outside counsel in connection with litigation against the Settling Distributors (such fund, the "*State Outside Counsel Fee Fund*").

2. **State Outside Counsel Fee Fund Administration.** The State Outside Counsel Fee Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Cost Fund, and the MDL Expense Fund. A committee of Attorneys General shall oversee the State Outside Counsel Fee Fund (the "*Fee Fund Committee*"). The Fee Fund Committee shall initially consist of the following States: (a) Delaware; (b) Florida; (c) Georgia; (d) Indiana; (e) Michigan; (f) Ohio; and (g) Rhode Island. The Fee Fund Committee shall select a settlement fund administrator, who may or may not be different from the Settlement Fund Administrator (the "*Fee Fund Administrator*") and who shall administer the State Outside Counsel Fee Fund according to the guidelines and directives of the Fee Fund Committee.

3. **State Outside Counsel Fee Eligibility.** To receive any amount from the State Outside Counsel Fee Fund, an outside counsel to a Settling State must have filed and maintained an action in the name of a Settling State or its Attorney General against a Settling Distributor in a state or federal court as of June 1, 2021. No Settling State shall receive funds from both the State Outside Counsel Fee Fund and the Additional Restitution Amount as set forth in Section IX.

4. **State Outside Counsel Fee Fund Amount.** The Settling Distributors shall pay funds into the State Outside Counsel Fee Fund according to the schedule set forth below, subject to any suspensions, offsets, reductions, or adjustments provided for in the Agreement or described below:

Payment Year 1 Payment Date	\$136,044,379
Payment Year 2 Payment Date	\$129,230,769
Payment Year 3 Payment Date	\$17,417,160

5. **State Outside Counsel Fee Fund Availability and Calculation of Amount.**

- a. The State Outside Counsel Fee Fund shall be available to compensate private outside counsel for Settling State Attorneys General for approved fees arising out of representation of the Settling State pursuant to the schedule developed by the Fee Fund Committee and provided to the Settling Distributors.
- b. Fees shall be calculated by adding two components: (a) a fixed amount consisting of fifty percent (50%) of the amount allocated to a Settling State pursuant to Exhibit F multiplied by 4.5%; and (b) a proportional percentage of the remaining fee due under that Settling State's contract assuming that fifty

percent (50%) of the Settling State's recovery is allocable to a Settling State (rather than allocable to the Settling State's Participating Subdivisions) so that the fees of all Settling States (minus the fixed amount that would have been allocated to any Non-Settling States had they become Settling States) exhausts the State Outside Counsel Fee Fund. The proportional share percentage will be the same for each Settling State included in the State Outside Counsel Fee Fund. All amounts paid will be less any costs or fees of the Fee Fund Administrator.

6. Payment by the Fee Fund Administrator.

- a. If a Settling State's outside counsel agrees that the amount calculated in Paragraph 5 above either satisfies in full or exceeds the amounts owed to all such Settling State's outside counsel, then upon written notice waiving all entitlement to any additional fee, the Fee Fund Administrator shall pay that Settling State's outside counsel the amount that satisfies the Settling State's obligation in full and, in no event more than (i) such obligation or (ii) the amount pursuant to the calculation and any schedule created by the Fee Fund Committee.
- b. If a Settling State's outside counsel does not agree that the amount calculated in Paragraph 5 above either satisfies in full or exceeds the amounts owed by the Settling State, then the Settling State's share shall be placed in an interest-bearing escrow account (less reasonable expenses of the Fee Fund Administrator) and held unless and until the Settling State and its outside counsel agree in a signed writing to a resolution of the amount outstanding or there is a final judgment entered that is no longer appealable.
- c. Upon being provided a signed, written agreement or the final non-appealable judgment, the Fee Fund Administrator shall release monies from the State Outside Counsel Fee Fund in either the amount held by the Fee Fund Administrator, if the amount of the agreement or judgment is equal to or more than the amount held, or the amount indicated in the agreement or in the final judgment, if the amount in the agreement or judgment is less than the amount held.
- d. Nothing herein, including the amounts listed in paragraph 5 above, shall prevent a Settling State from arguing in any proceeding with its outside counsel that (i) its recovery was less than fifty percent (50%) of the recovery in the Settlement Agreement down to and including fifteen percent (15%) of the total recovery; (ii) any payment should be discounted by an appropriate discount rate commensurate to the risk of the Settlement Agreement and the timeline that the Settling State is receiving its payments; (iii) the settlement amount should be lower because the amount a Settling State receives was reduced because such Settling State's outside counsel failed to obtain joinder from a Settling State's Subdivision(s) that the outside counsel also

represented; or (iv) any limitation placed by the Settling Distributors bars payment of a higher fee to outside counsel.

- e. In the event the amount due to the Settling State's outside counsel from an escrow account is less than the total amount of funds escrowed on the account of the Settling State, the balance shall be paid to the Settling State. In no event, other than a State becoming a Non-Settling State, shall funds revert to a Settling Distributor.
- f. Amounts owed by Settling Distributors to the State Outside Counsel Fee Fund shall be reduced and/or credited to Settling Distributors by amounts allocated on the above-mentioned schedule for outside counsel in Non-Settling States.

7. Reversion or Reduction of Amounts owed to Non-Settling States. Amounts owed by Settling Distributors to the State Outside Counsel Fee Fund shall be reduced proportionally across payments owed by the Settling Distributors by amounts allocated to the fixed amount on the below schedule for outside counsel in the event that a listed State becomes a Non-Settling State. In the event the Fee Fund Administrator receives part or all of the fixed amount due to a Non-Settling State from a Settling Distributor, the Fee Fund Administrator shall return the amount allocable to that Non-Settling State's fixed amount to the Settling Distributor.

State	Distributor Allocation %	Distributor Payment Amount	State Share	Contract Rate	Full Contract Amount	Fixed Amount
Alabama	1.6419%	\$312,711,699.09	\$156,355,849.55	TIPAC	\$18,002,073.51	\$7,036,013.23
Alaska	0.2585%	\$49,223,759.07	\$23,611,879.53	20%	\$4,922,375.91	\$1,107,534.58
Arkansas	0.9663%	\$184,044,819.65	\$92,022,409.82	TIPAC	\$7,997,175.45	\$4,141,008.44
Delaware	0.49%	\$93,322,747.66	\$46,661,373.83	21%	\$9,798,888.50	\$2,099,761.82
Florida	7.0259%	\$1,338,112,237.57	\$669,056,118.79	TIPAC	\$36,952,805.94	\$30,107,525.35
Georgia	2.7882%	\$531,024,939.66	\$265,512,469.83	8%	\$21,240,997.59	\$11,948,061.14
Hawaii	0.3418%	\$65,103,946.38	\$32,551,973.19	17%	\$5,533,835.44	\$1,464,838.79
Idaho	0.5254%	\$100,070,766.60	\$50,035,383.30	10%	\$5,003,538.33	\$2,251,592.25
Indiana	2.2169%	\$422,215,856.62	\$211,107,928.31	TIPAC	\$14,055,396.42	\$9,499,856.77
Kentucky	2.093%	\$398,614,767.86	\$199,307,383.93	TIPAC	\$11,920,488.63	\$8,968,832.28
Michigan	3.402%	\$647,928,460.07	\$323,964,230.04	12%	\$38,875,707.60	\$14,578,390.35
Mississippi	0.8899%	\$169,482,650.39	\$84,741,325.19	TIPAC	\$7,653,457.02	\$3,813,359.63
Montana	0.3422%	\$65,166,981.56	\$32,583,490.78	20, 18, and 15% by amount	\$5,916,934.37	\$1,466,257.09
Nevada	1.2487%	\$237,815,036.99	\$118,907,518.50	19%	\$22,592,428.52	\$5,350,838.33
New Hampshire	0.6259%	\$119,200,348.62	\$59,600,174.31	27%	16,092,047.06	\$2,682,007.84
New Mexico	0.8557%	\$162,975,902.53	\$81,487,951.27	24%	\$19,557,108.30	\$3,666,957.81
Ohio	4.3567%	\$829,751,250.63	\$414,875,625.32	TIPAC	\$24,243,781.27	\$18,669,403.14
Oklahoma	1.5832%	\$301,519,407.96	\$150,759,703.98	25%	\$37,689,926.00	\$6,784,186.68
Puerto Rico	0.7263%	\$138,330,459.13	\$69,165,229.57	25%	\$17,291,307.39	\$3,112,435.33
Rhode Island	0.4896%	\$93,239,095.60	\$46,619,547.80	17%	\$7,925,323.13	\$2,097,879.65
South Carolina	1.5835%	\$301,577,078.44	\$150,788,539.22	TIPAC	\$21,578,922.89	\$6,785,484.26
South Dakota	0.217%	\$41,327,454.40	\$20,663,727.20	12%	\$2,479,647.26	\$929,867.72

Utah	1.1889%	\$226,438,902.67	\$113,219,451.34	TIPAC Modified by K	\$2,714,389.03	\$2,714,389.03
Vermont	0.2844%	\$54,169,670.90	\$27,084,835.45	TIPAC	\$4,958,483.55	\$1,218,817.60
Washington	2.3189%	\$441,644,189.13	\$220,822,094.57	Statute	\$10,900,000	\$9,936,994.26

EXHIBIT T

Agreement on the State Cost Fund Administration

1. **Creation of a State Cost Fund.** The Settling Distributors and the Settling States agree to the creation of a state cost fund to pay litigation costs and expenses associated with litigation and investigation related to the opioid litigation (such fund, the “*State Cost Fund*”). The State Cost Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Counsel Fee Fund, and the MDL Expense Fund.
2. **State Cost Fund Amount and to Whom Owed.** On the Payment Date of Payment Year 1, the Settling Distributors shall pay into the State Cost Fund \$56,538,461.00 (the “*State Cost Fund Amount*”). No funds may be released from the State Cost Fund to Non-Settling States.
3. **State Cost Fund Committee.** A committee of Attorneys General or their designated representatives (such committee, the “*State Cost Fund Committee*”) shall oversee the State Cost Fund. The committee shall initially consist of the following States: (a) Delaware; (b) Florida; (c) Georgia; (d) New York; (e) North Carolina; (f) Ohio; (g) Tennessee; and (h) Texas. The Attorneys General may by majority vote add or change the composition of the State Cost Fund Committee, including replacing any above State, if that State is not a Settling State.
4. **State Cost Fund Administrator.** The State Cost Fund Committee shall select an administrator (the “*State Cost Fund Administrator*”). The State Cost Fund Administrator may or may not be different from the Settlement Fund Administrator. The State Cost Fund Administrator shall administer the State Cost Fund and direct payments to Settling States.
5. **State Cost Fund Guidelines.** Monies in the State Cost Fund shall be released without any delay to reimburse Settling States for documented costs incurred or paid in connection with litigation and investigation related to the opioid litigation. In allocating the State Cost Fund, no funds shall be allocated for costs incurred after July 21, 2021. The State Cost Fund Committee shall establish guidelines for the submission and approval of expenses eligible for reimbursement from the State Cost Fund. The State Cost Fund Administrator shall, in accordance with such guidelines, receive from Settling States records sufficient to demonstrate the incurrence and payment of each expense attributable to litigation or investigation related to the opioid litigation, including any outstanding National Association of Attorneys General grant.
6. **State Cost Fund Payment Priorities and Residual.** To the extent the aggregate eligible submissions of costs and expenses from Settling States exceed the State Cost Fund Amount, payments to Settling States shall be paid in the order described in this section until the State Cost Fund is exhausted. If the State Cost Fund is unable to fully pay costs at any of the following levels, then Settling States with costs at that level shall be paid on a proportional basis. All expenses with a lesser priority from the level where the State Cost Fund is exhausted will not be reimbursed from the State Cost Fund. Costs shall be paid in the following order of priority:

(a) the reasonable costs of the State Cost Fund Administrator, if any; (b) repayment of the National Association of Attorneys General grants connected to opioid litigation; (c) costs incurred or paid by outside counsel for a Settling State litigating against the Settling Distributors apart from any fee owed; (d) litigation-related costs attributable to the Settling Distributors incurred or paid by a Settling State litigating against the Settling Distributors; and (e) pre-suit investigation-related costs attributable to the Settling Distributors incurred or paid by either a Settling State outside counsel (not including any amount of fees or any costs which have already been reimbursed pursuant to clause (c), above) or a Settling State investigating the Settling Distributors. If the State Cost Fund has additional monies after payment of the State Cost Fund Administrator's and all Settling States' submitted costs, then the remaining funds will be provided to the National Association of Attorneys General to be placed in the Financial Services Fund for the purpose of funding grants for consumer protection- or healthcare-related enforcement or training activities. In determining what costs are attributable to the Settling Distributors, the State Fund Committee shall develop a guideline that ensures that all Settling States are treated equitably.

EXHIBIT U

ABC IRS Form 1098-F

0303

☐ VOID

☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS]		1 Total amount required to be paid \$ 6,379,375,013.53	OMB No. 1545-2284 Form 1098-F (Rev. December 2019) For calendar year 2021	Fines, Penalties, and Other Amounts
		2 Restitution/remediation amount \$ 5,839,378,859.97		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 23-3079390	3 Compliance amount \$	4 Date of order/agreement XX/XX/2021	Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
PAYER'S name AmerisourceBergen Corporation		5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		
Street address (including apt. no.) 1 West First Avenue		6 Case number No. 1:17-MD-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		
City or town, state or province, country, and ZIP or foreign postal code Conshohocken, PA 19428		7 Name or description of matter/suit/agreement National Prescription Opiate Litigation		
		8 Code A, B, I		

Form **1098-F** (Rev. 12-2019)

Cat. No. 71382B

www.irs.gov/Form1098F

Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page

— Do Not Cut or Separate Forms on This Page

EXHIBIT V

Cardinal IRS Form 1098-F

0303

☐ VOID

☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS]		1 Total amount required to be paid \$ 6,358,796,384.46	OMB No. 1545-2284 Form 1098-F (Rev. December 2019) For calendar year 20 <u>21</u>	Fines, Penalties, and Other Amounts
		2 Restitution/remediation amount \$ 5,820,542,153.63		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 31-0958666	3 Compliance amount \$	4 Date of order/agreement XX/XX/2021	Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
PAYER'S name Cardinal Health, Inc. and consolidated subsidiaries		5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		
Street address (including apt. no.) 7000 Cardinal Place		6 Case number No. 1:17-MD-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		
City or town, state or province, country, and ZIP or foreign postal code Dublin, Ohio 43017		7 Name or description of matter/suit/agreement National Prescription Opiate Litigation		
		8 Code A, B, I		

Form **1098-F** (Rev. 12-2019) Cat. No. 71382B www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page

EXHIBIT W

McKesson IRS Form 1098-F

0303

☐ VOID☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS]		1 Total amount required to be paid \$ 7,840,457,678.30	OMB No. 1545-2284 Form 1098-F (Rev. December 2019) For calendar year 20 <u>21</u>	Fines, Penalties, and Other Amounts
		2 Restitution/remediation amount \$ 7,176,784,986.23		
		3 Compliance amount \$	4 Date of order/agreement XX/XX/2021	
FILER'S TIN XX-XXXXXXX	PAYER'S TIN XX-XXXXXXX	5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
PAYER'S name McKesson Corporation		6 Case number No. 1:17-MD-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		
Street address (including apt. no.) 6535 N. State Highway 161		7 Name or description of matter/suit/agreement National Prescription Opiate Litigation,		
City or town, state or province, country, and ZIP or foreign postal code Irving, TX 75039		8 Code A, B, I		

Form **1098-F** (Rev. 12-2019)

Cat. No. 71382B

www.irs.gov/Form1098F

Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page**— Do Not Cut or Separate Forms on This Page**

EXHIBIT X

Severity Factors

State	Severity Factor
Alabama	108.5243%
Alaska	107.8614%
American Samoa	102.7639%
Arizona	107.7129%
Arkansas	103.2818%
California	82.8688%
Colorado	95.2263%
Connecticut	121.0971%
Delaware	155.5946%
District of Columbia	88.3270%
Florida	107.9604%
Georgia	86.6675%
Guam	96.8019%
Hawaii	77.1051%
Idaho	93.0570%
Illinois	86.6318%
Indiana	108.6768%
Iowa	78.2056%
Kansas	89.6374%
Kentucky	150.0126%
Louisiana	105.2878%
Maine	132.7534%
Maryland	115.2160%
Massachusetts	110.3001%
Michigan	112.4239%
Minnesota	75.9148%
Mississippi	96.7243%
Missouri	107.8496%
Montana	99.7815%
N. Mariana Islands	100.2421%
Nebraska	71.9045%
Nevada	130.5519%
New Hampshire	144.4997%
New Jersey	102.3701%
New Mexico	128.9295%
New York	91.4472%

North Carolina	102.2754%
North Dakota	76.0864%
Ohio	123.0063%
Oklahoma	129.3047%
Oregon	108.9094%
Pennsylvania	118.2821%
Puerto Rico	73.9803%
Rhode Island	143.8802%
South Carolina	99.6801%
South Dakota	76.4482%
Tennessee	129.9078%
Texas	71.6286%
Utah	119.5878%
Vermont	140.2239%
Virgin Islands	100.4396%
Virginia	88.1611%
Washington	100.5007%
Wisconsin	99.6616%
Wyoming	100.9659%



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 6.

Meeting Date: 11/15/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6808**

Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

Issue:

To consider casting the 348 votes allocated to the City of Sherman for the election of a candidate to the Board of Directors for the Grayson Central Appraisal District

Background:

Every two years, the taxing entities of Grayson County elect the five members of the Grayson Central Appraisal District's Board of Directors. Votes are apportioned on the basis of the tax levy of each entity. The City of Sherman has been allocated 348 votes; and a total of 1,000 votes is necessary to assure the election of a nominee.

Origination:

Grayson Central Appraisal District

Financial Consideration:

There is no direct financial impact on the City's finances.

Staff Recommendation:

The staff recommends the City Council cast the City of Sherman's 348 votes as follows: 174 votes for Brad Morgan and 174 votes for Lynn Mitchusson, two of the candidates to the Grayson Central Appraisal District Board of Directors.

Alternatives:

The City Council could abstain from casting its votes.

Attachments

Resolution No. 6808

GCAD Official Ballot Information

RESOLUTION NO. 6808

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, pursuant to the authority of V.T.C.A., Tax Code §6.01, an appraisal district known as the Grayson Central Appraisal District has been created in Grayson County, Texas; and

WHEREAS, the quality of the property tax system depends on the Appraisal District's Board of Directors; individuals serving on the Board of Directors bring to the Board knowledge, judgment and expertise in establishing policies and procedures for the District's organization and operation; and

WHEREAS, the members of the Board of Directors are nominated and selected by the governing bodies of the voting taxing units in the Appraisal District; and

WHEREAS, a Board of five Directors governs the Grayson Central Appraisal District, plus the Tax Assessor-Collector as a nonvoting Director (if not regularly appointed); and

WHEREAS, the County, County College, Cities and Towns and School Districts participating in the District nominate and select Directors; and

WHEREAS, the Chief Appraiser has notified the City that it is entitled to 348 votes in the Directors' election; and

WHEREAS, the voting taxing units have nominated candidates; and

WHEREAS, the Chief Appraiser has prepared a ballot listing the nominees alphabetically by each candidate's last name; and

WHEREAS, the Chief Appraiser has delivered a copy of this ballot to the presiding officer of the governing body of each voting unit; and

WHEREAS, each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15, 2021; and

WHEREAS, the City Council of the City of Sherman, Texas may cast all its votes for one candidate or may distribute the votes among any number of candidates;

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

SECTION 1. That all of the above recitals and preambles are found to be true and correct and are made a part hereof for all purposes.

SECTION 2. That the City Council of the City of Sherman, Texas, hereby casts 348 votes for the following candidate for the position of Director of the Grayson Central Appraisal District, as follows:

<u>Brett Graham</u> Candidate	<u>Number of Votes</u>
<u>Obie Greenleaf</u> Candidate	<u>Number of Votes</u>
<u>Ryan Johnson</u> Candidate	<u>Number of Votes</u>
<u>Lynn Mitchusson</u> Candidate	<u>174</u> Number of Votes
<u>Brad Morgan</u> Candidate	<u>174</u> Number of Votes
<u>Luke Scheibmeir</u> Candidate	<u>Number of Votes</u>
<u>Charlie Williams</u> Candidate	<u>Number of Votes</u>

SECTION 3. That the City Clerk shall mark the attached ballot in accordance with this resolution and forward same with a certified copy of this resolution to the Grayson Central Appraisal District.

SECTION 4. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Grayson Central Appraisal District

512 N. Travis
Sherman, Texas 75090
Phone (903) 893-9673
Fax (903) 892-3835
www.graysonappraisal.org

October 21, 2021

Robby Hefton, City Manager
City of Sherman
P.O. Box 1106.
Sherman, TX 75091

Dear Presiding Officer:

As provided by Property Tax Code, Section 6.03, Subsection (j), please find enclosed an official ballot for the Grayson Central Appraisal District Board of Directors election for the term 2022-2023. The number of votes allocated to **City of Sherman** is:

348

Property Tax Code Section 6.03, Subsection (k), states that each taxing unit eligible to vote shall determine its vote **by resolution** and submit it to the chief appraiser **before December 15, 2021**. A sample resolution has been included for your convenience. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote total elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

If you have any questions regarding this procedure, please contact me at the below telephone number.

Sincerely,



Shawn D. Coker, RPA, CCA
Chief Appraiser/Chief Administrator
903-870-1993



Grayson Central Appraisal District Board of Directors Election

Step 1 – NOTIFIED OF NUMBER OF VOTES – **Before October 1st**, the Chief Appraiser shall calculate the number of votes and deliver them to each voting unit. The District will prepare a letter explaining the BOD Election process and include a timeline, total number of votes, as well as a blank resolution for the nomination(s).

PTC Sec 6.03(e)

Step 2 – NOMINATE DIRECTORS – **Before October 15th**, the presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser **before** October 15.

PTC Sec. 6.03(g)

Step 3 – RECEIVE OFFICIAL ELECTION BALLOT – **Before October 30th**, the Chief Appraiser must prepare and deliver a ballot listing the nominees to the presiding officer of the governing body of each voting unit.

PTC Sec 6.03(j)

Step 4 – CAST THE VOTES – **Before December 15th**, each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser.

PTC Sec 6.03(k)

Step 5 – ANNOUNCE THE RESULTS – **Before December 31st**, the Chief Appraiser must count the votes and declare the candidates who received the largest cumulative vote totals.

PTC Sec 6.03(k)



OFFICIAL BALLOT

VOTING OF THE BOARD OF DIRECTORS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT 2022-2023 TERM

- Five members to be elected;
- Indicate number of votes you wish to cast for each candidate by resolution;
- Candidates are listed alphabetically according to the first letter in each candidate's surname according to TPTC 6.03 (j)
- Resolution must be submitted to the Chief Appraiser **before** December 15, 2021.

Brett Graham

Obie Greenleaf

Lynn Mitchusson

Brad Morgan

Charlie Williams

TPTC- 6.03 (k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.

State of Texas §

County of Grayson §

RESOLUTION NO. _____

A RESOLUTION OF THE _____ (name of taxing unit)
CASTING VOTES TO ELECT CANDIDATES TO SERVE
AS MEMBERS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTORS

WHEREAS, the quality of the property tax system depends on the appraisal district's board of directors. Individuals serving on the board of directors bring to the board knowledge, judgment and expertise in establishing policies and procedures for the district's organization and operation.

WHEREAS, the members of the board of directors are nominated and selected by the governing bodies of voting taxing units in the appraisal district.

WHEREAS, a board of five directors governs each central appraisal district, plus the tax-assessor collector as a nonvoting director (if not regularly appointed).

WHEREAS, the county, county college, cities and towns and school districts participating in the district nominate and select directors.

WHEREAS, the chief appraiser has notified the voting taxing units of the number of votes it may cast.

WHEREAS, the voting taxing units have nominated candidates.

WHEREAS, the chief appraiser has prepared a ballot listing the nominees alphabetically by each candidate's last name.

WHEREAS, the chief appraiser has delivered a copy of this ballot to the presiding officer of the governing body of each voting unit.

WHEREAS, each voting unit must cast its vote by written resolution and submit it to the chief appraiser before December 15.

WHEREAS, this unit may cast all its votes for one candidate or may distribute the votes among any number of candidates.

NOW THEREFORE, BE IT RESOLVED that on this date, in a properly noticed public meeting, BY THE _____ (name of taxing unit) in accordance with the statutory requirements set out in Texas Property Tax Code section 6.03, that the votes of this body are cast for the candidate(s) for the position of director of the Grayson Central Appraisal District as follows:

Candidate	Number of Votes
_____	_____
_____	_____

SIGNED this ____ day of _____, _____.

(Title of presiding officer)

Attested:

Secretary



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 7.

Meeting Date: 11/15/2021

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6809**

Authorizing the Purchase of a 2022 Frazer Type I 14' Module Ambulance for the Sherman Fire Department from Knapp Chevrolet and Frazer, Ltd. through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider the purchase of a 2022 Frazer Type I 14' Module Ambulance for the Sherman Fire Department

Background:

The purchase of a 2022 Frazer Type I 14' Module Ambulance will replace City vehicle 127, a 2015 Dodge Ram 4500 ambulance with more than 131,869 miles.

Purchasing through the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected together competitive bid or competitive proposal process.

Origination:

Fire Chief Danny Jones

Financial Consideration:

A quote was received from Frazer LTD for the purchase of a new ambulance from Knapp Chevrolet and Frazer, Ltd. through the H-GAC in the amount of \$283,600.00. This quote includes the H-GAC cooperative fee of \$1,000.00. Funds for the purchase and fee were appropriated in the fiscal year 2021-2022 budget.

Staff Recommendation:

The staff recommends the City Council authorize the purchase of the new ambulance from Knapp Chevrolet and Frazer, Ltd. for the Sherman Fire Department.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6809

Ambulance Quote

H-GAC Interlocal Agreement

RESOLUTION NO. 6809

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2022 FRAZER TYPE I 14' MODULE AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM KNAPP CHEVROLET AND FRAZER, LTD. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Knapp Chevrolet and Frazer, Ltd., through the Houston-Galveston Area Council of Governments (H-GAC), a 2022 Frazer Type I 14' Module Ambulance for the Sherman Fire Department at a total price of Two Hundred Eighty-Six Thousand Six Hundred Dollars and No Cents (\$283,600.00), in accordance with the provisions of the H-GAC proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Customer Quote



10/25/2021 4:37:02 PM

Estimate No: Q2760-0002
Quote Date: 10/25/2021
Expiration Date: 1/23/2022
Salesperson: EF

Invoice To: 10227
Tom Brown
Sherman Fire Department
City of Sherman
P. O. Box 1106
Sherman TX 75091
US

Deliver To:
Tom Brown
Sherman Fire Department
City of Sherman
P. O. Box 1106
Sherman TX 75091
US
Phone:903-892-7266

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE	Type I 14' Module	1.00000000	EA	219,825.00000	219,825.00	USD
2	CHASSIS	2022 Chevy C4500 Diesel	1.00000000	EA	62,500.00000	62,500.00	USD
3	DELIVERY	Customer Pick Up - FOB Frazer	1.00000000	M	0.00000	0.00	USD
4	14109	Regulator-Oxygen, Preset 50 PSI	1.00000000	EA	275.00000	275.00	USD
5	HGAC-NEW	HGAC Fee for a New Unit	1.00000000	EA	1,000.00000	1,000.00	USD
6	SpecDoc	Configurable item to create the SpecDoc	1.00000000	EA	0.00000	0.00	USD

Sale Amount: 283,600.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00

Misc Charges: 0.00
Total Amount: 283,600.00

Customer Quote



10/25/2021 4:37:02 PM

Estimate No: Q2760-0002
Quote Date: 10/25/2021
Expiration Date: 1/23/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
		Net 30				



Defining the future of Mobile Healthcare.™

For your convenience, all pricing has been itemized below per quote Q2760-0002 for Sherman Fire Department

Base Module	\$ 114,750.00
Chassis Exterior	\$ 18,725.00
Module Exterior	\$ 30,850.00
Chassis Interior	\$ 5,325.00
Module Interior	\$ 50,175.00
Total \$	219,825.00

Items included in above totals:

1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration	\$ 4,850.00
2. This is a CAAS Unit	\$ incl

Chassis Exterior:

3. Heat Shielding for Diesel Chassis	\$ 1,575.00
4. Chassis Options: OEM back-up camera with in-dash monitor	\$ incl
5. Chassis : 2022 Chevy 4500, Diesel, 4x2, Regular Cab, 108" Cab to Axle, Chevy Red (WA130X)	\$ incl
6. Suspension: LiquidSpring	\$ 12,300.00
7. Wheel type: Factory Aluminum	\$ incl
8. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	\$ 275.00
9. Road Force Elite tire and wheel balancing	\$ incl
10. Led Go-Light with Black Housing with Control Pad at Chassis Headliner	\$ 1,325.00
11. 10" and 12" Air Horns	\$ 1,125.00
12. Compressor Type: Fast Recovery	\$ 1,475.00
13. Switching Options: Momentary	\$ 75.00
14. Window Tint (35% VLT) on Chassis Doors	\$ 275.00
15. Passenger's side Grille Light: Whelen M4 Blue/Red Light	\$ 75.00
16. Driver's side Grille Light: Whelen M4 Red/Blue Light	\$ 75.00
17. Passenger's side Intersect Light: Whelen M4 Blue/Red Light	\$ 75.00
18. Driver's side Intersect Light: Whelen M4 Red/Blue Light	\$ 75.00
19. UNOC #1351 - Furnish and install magnetic plymovent exhaust tip	\$ incl
Chassis Exterior Subtotal \$	18,725.00

Module Exterior:

20. Power Source: Onan 5.5kW Generator	\$ 10,000.00
21. Locking Gas Cap	\$ incl
22. Module Paint Layout: Non-White One Tone - Chevy Red (WA130X)	\$ 2,625.00



Defining the future of Mobile Healthcare.™

23. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$	1,575.00
24. Entry Door Conspicuity Layout - Squares : White Base Color	\$	325.00
25. Compartment Conspicuity Layout - Strips : White Base Color	\$	175.00
26. Frazer Provided Graphics	\$	3,000.00
27. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
28. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$	225.00
29. GPS Opticom	\$	5,775.00
30. Opticom Switching: On with Primary and Cut-off with park	\$	incl
31. Shore Power: Single 30 Amp on Front Wall	\$	incl
32. Pigtail/Plug Option: Pigtail	\$	incl
33. Install Ignition Kill Switch	\$	275.00
34. Coax 1: Run coax from location 1 to Chassis	\$	incl
35. Coax 2: Run coax from location 2 to Electrical Compartment terminated to GPS Opticom	\$	incl
36. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
37. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
38. UNOC #535 - Install customer provided radio equipment:	\$	1,000.00
- Motorola APX8500 radio base in the electrical compartment; battery hot, ignition activated - Antenna on the module roof - Radio head in console slot 3; battery hot, ignition activated - Mic on P/S of console slot 1 - Speaker on front of console - Radio head on bottom of action wall cabinet above location 4; battery hot, ignition activated - Mic on bottom of action wall cabinet to left of radio head - Speaker on action wall behind radio head		
39. UNOC Install customer provided Sierra Wireless modem with antenna-Exact location TBD	\$	300.00
40. Front Wall Light Layout: M Pattern Light	\$	incl
41. Front Wall Light #1: Whelen M6 Amber Light	\$	incl
42. Front Wall Light #2: Whelen M6 Red Light	\$	incl
43. Front Wall Light #3: Whelen M6 Clear Light	\$	incl



Defining the future of Mobile Healthcare.™

44. Front Wall Light #4: Whelen M6 Red Light	\$	incl
45. Front Wall Light #5: Whelen M6 Amber Light	\$	incl
46. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
47. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
48. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
49. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
50. Driver Wheel Well Light: Whelen M6 Red/Blue Light	\$	75.00
51. Scene Light Option: Spectra SPA900	\$	incl
52. O2 Compartment Style: 76" O2 Standup with Divider	\$	incl
53. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
54. O2 Cylinder Changing Wrench	\$	75.00
55. Intermediate Compartment Style: Left T-Split	\$	225.00
56. Additional Shelf in the Intermediate Compartment	\$	75.00
57. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
58. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
59. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	225.00
60. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	1,050.00
61. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	225.00
62. UNOC #1916 - Furnish and install (2) SC-50-H-5-SFPHS SCBA brackets on the flat bars in D/S rear storage compartment	\$	incl
63. Module Window Option: Sliding Window	\$	incl
64. Window Tint (5% VLT) on Entry Doors	\$	275.00
65. Upper Rear Wall Light Layout: 3 Across	\$	incl
66. Upper Light #1: Whelen M6 Load Light	\$	incl
67. Upper Light #2: Whelen M6 Amber Light	\$	incl
68. Upper Light #3: Whelen M6 Load Light	\$	incl
69. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
70. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
71. Lower Light #3: Whelen M6 Red/Blue Light	\$	75.00
72. Lower Light #4: Whelen M6 Red/Blue Light	\$	75.00
73. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
74. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl



Defining the future of Mobile Healthcare.™

75. Rear Backboard: No Shelf	\$	incl
76. Lower BTTs: 2 M6 Lights on each side	\$	750.00
77. Rear Bumper	\$	incl
78. Door Grabbers	\$	incl
79. License Plate Light	\$	incl
80. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
81. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
82. Passenger Wheel Well Light: Whelen M6 Red/Blue Light	\$	75.00
83. Interior Step Option: Double Step Well	\$	incl
84. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
85. Door Locks on Entry Doors and Compartments	\$	2,375.00
Module Exterior Subtotal		\$ 30,850.00
Chassis Interior:		
86. Siren Speakers: 2 CAST Speakers	\$	600.00
87. Tap-2 on Primary Siren	\$	incl
88. Siren Option: Whelen C9 Siren in Console	\$	incl
89. Mic 1 on driver's side slot 1	\$	incl
90. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
91. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side)	\$	475.00
92. Slot 2: Single Slot Switch Panel	\$	incl
93. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
94. Slot 4: Siren 1	\$	incl
95. Console Switch Layout : Primary - Secondary - Air Horn - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
96. New Armrest	\$	225.00
97. Console Layout: 4-Slot Console	\$	incl
98. Front Base of Console: 120VAC	\$	525.00
99. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	175.00
100. Rear of Console: Single Mapholder	\$	225.00
101. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
102. Camera System: Chevrolet OEM Back-up Camera System	\$	525.00
103. Aftermarket Vinyl Seats	\$	850.00
104. UNOC #1917 - Furnish and install Havis docking station and power supply for	\$	1,500.00



Defining the future of Mobile Healthcare.™

Panasonic CF-31 on MDT swivel (same as previous unit)

Chassis Interior Subtotal \$ 5,325.00

Module Interior:

105. Protek Cushions	\$	incl
106. Blue Interior	\$	incl
107. Stainless Steel Countertops	\$	incl
108. Safety Yellow Powdercoated Grab Rails	\$	175.00
109. Stacked Cabinet with Medvault Opening	\$	1,275.00
110. Medvault w/ Wifi	\$	2,850.00
111. (2) Glove Box Holders on the Front Wall	\$	325.00
112. Location 1: 8 Switch panel	\$	incl
113. Location 2: Single O2 Outlet	\$	incl
114. Location 3: Electric O2 panel with monitor	\$	1,800.00
115. Location 4: Dual USB receptacles	\$	225.00
116. Location 6: Thermostat	\$	incl
117. Location 7: Blank	\$	incl
118. Location 8: Quad 120 VAC	\$	incl
119. Location 9: Suction	\$	incl
120. Door Lock Switch at Action Wall	\$	125.00
121. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Unlock/Lock; Blank; Blank; Blank;	\$	incl
122. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,525.00
123. Sharps Container at Action Wall	\$	incl
124. Acrylic Holder at the Action Wall Cabinet	\$	incl
125. Acrylic Holder Aft CPR Seat	\$	incl
126. Rear Door Switch Layout : Acknowledge; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
127. 2 High Glove Box Low and Sharps Container High on Rear Wall	\$	350.00
128. Head knocker options: With Clock only	\$	475.00
129. Two Seating Positions at the Squad Bench - 1 and 2	\$	incl
130. Harness Type for Seat Position 1: No Harness	\$	incl
131. Harness Type for Seat Position 2: No Harness	\$	incl
132. Triple Squad Bench Cabinet	\$	950.00
133. Trashcan With Lid at the Head of the Squad Bench	\$	incl



Defining the future of Mobile Healthcare.™

134. O2 Outlet Above the Front I/O	\$	incl
135. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
136. 2 High "D" Cylinder Holder in the Front I/O	\$	175.00
137. Duplex Outlet Above the Front I/O	\$	incl
138. Large Black Trashcan at the Side Entry Door	\$	175.00
139. UNOC #1120 - Furnish and install Valor seat backs with 4-pt retractor in positions 1 and 2 of squad bench, in lieu of positions 1 and 3, and at CPR seat location, in lieu of Wise seating; use (3) single seat cushions; incorporate support for backboard use	\$	4,000.00
140. UNOC #638 - Furnish and install large acrylic holder, in lieu of 22-pocket holder, at squad bench position 3	\$	350.00
141. UNOC #1751 - Furnish and install 2-high D cylinder holder in the exterior compartment below front I/O in lieu of being in the front I/O cabinet	\$	incl
142. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$	4,750.00
143. O2 Outlet in Ceiling Raceway	\$	325.00
144. IV Hanger on Ceiling Raceway	\$	incl
145. Overhead Grabrails on Both Sides	\$	225.00
146. IV Hanger on Squad Bench Ceiling	\$	incl
147. Stryker cot tower only (no antler and bar)	\$	incl
148. Floor Options: New Stryker Power-LOAD System	\$	28,000.00
149. Loncoin II Onyx Floor	\$	incl
150. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	\$	1,850.00
151. Customer Provided Items Processing Fee	\$	250.00
Module Interior Subtotal		\$ 50,175.00

All new Frazer EMS Vehicles come standard with the following features:

- 120V generator-powered electrical system independent of the chassis electrical
- 120V self-contained module heater & proprietary best-in-class air conditioner
- Easily accessible electrical compartment located on exterior of vehicle
- All aluminum module construction - No wood products!
- Shear-plate method of attachment securing the module to the chassis
- All aluminum powder-coated 12" deep interior cabinetry
- Seamless cushions
- All LED emergency warning and scene lighting



Defining the future of Mobile Healthcare.™

All LED interior ceiling lights

120VAC outlets conveniently located throughout unit

Three oxygen outlets

Action area with hinged service access panel to back of oxygen outlets and switches



Defining the future of Mobile Healthcare.™

Email this quote along with your PO
to Erika Fullick at Efullick@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Knapp Chevrolet.

Knapp Chevrolet
PO box 4179
Houston TX 77210

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



Defining the future of Mobile Healthcare.™

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase



Defining the future of Mobile Healthcare.™

Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



Defining the future of Mobile Healthcare.™

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



Defining the future of Mobile Healthcare.™

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(j)(2c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 1555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1990 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF ERIAN

Local Government

BY [Signature]

THOMAS M. BUE

CITY MANAGER

DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [Signature]

Manager of Cooperative Purchasing

Date 3/27/91

BY [Signature]

Jack Steele
Executive Director

Date 3/31/91

March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 8.

Meeting Date: 11/15/2021

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6810**

Authorizing the Purchase of Twenty-Six Hand-Held Radios and Eight Mobile Radios for the Sherman Fire Department from Motorola, Inc., a sole source provider.

Issue:

To consider the purchase of 26 Hand-held Radios and 8 Mobile Radios for the Sherman Fire Department from sole source provider, Motorola, Inc.

Background:

The purchase of these radios will replace older units that are nearing "end of life" and experiencing high repair costs.

Origination:

Fire Chief Danny Jones

Financial Consideration:

A quote was received from Motorola, Inc. for the purchase of 26 APX 8000XE Handheld Radios in the amount of \$121,008.16. And for the purchase of 8 APX 8500 Mobile Radios in the amount of \$35,963.62. Total for all radios \$156,971.78. Funds for the purchase and fee were appropriated in the fiscal year 2021-2022 budget.

Staff Recommendation:

The staff recommends the City Council authorize the purchase of the new Handheld and Mobile Radios from Motorola, Inc. for the Sherman Fire Department.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6810
Motorola Radios

RESOLUTION NO. 6810

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWENTY-SIX HAND-HELD RADIOS AND EIGHT MOBILE RADIOS FOR THE SHERMAN FIRE DEPARTMENT FROM MOTOROLA INC., A SOLE SOURCE PROVIDER. FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Motorola, Inc., a sole source provider, twenty-six hand-held radios and eight mobile radios for the Sherman Fire Department at a total price of One Hundred Fifty-Six Thousand Nine Hundred Seventy-One Dollars and Seventy-Eight Cents (\$156,971.78). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



SHERMAN, CITY OF

10/19/2021



MOTOROLA SOLUTIONS

DRAFT

QUOTE-1579490

10/19/2021

SHERMAN, CITY OF
PO BOX 1106
SHERMAN, TX 75091

Dear Tom Brown,

Motorola Solutions is pleased to present SHERMAN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SHERMAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Wesley Short at wshort@shipmancommunications.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Wesley Short
President

Motorola Solutions Manufacturer's Representative



Billing Address:
SHERMAN, CITY OF
PO BOX 1106
SHERMAN, TX 75091
US

100-2122-88003
Vendor: 12837
* or 82006
↓ \$5,000

Quote Date:10/19/2021
Expiration Date:01/17/2022
Quote Created By:
Wesley Short
President
wshort@
shipmancommunications.com
9038150064

End Customer:
SHERMAN, CITY OF
Tom Brown
tomb@cityofsherman.com
903-357-0208

Contract: 22918 - TX DIR

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	5	\$6,070.00	\$4,431.10	\$22,155.50
1a	G48BB	ENH: CONVENTIONAL OPERATION APX	5	\$800.00	\$584.00	\$2,920.00
1b	GA05507AA	DEL: DELETE 7/800MHZ BAND	5	-\$800.00	-\$584.00	-\$2,920.00
1c	GA05509AA	DEL: DELETE UHF BAND	5	-\$800.00	-\$584.00	-\$2,920.00
1d	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	5	\$0.00	\$0.00	\$0.00
1e	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	5	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	5	\$60.00	\$43.80	\$219.00
1g	G89AC	ADD: NO RF ANTENNA NEEDED	5	\$0.00	\$0.00	\$0.00
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	5	\$0.00	\$0.00	\$0.00
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	5	\$515.00	\$375.95	\$1,879.75
1k	GA01670AA	ADD: APX E5 CONTROL HEAD	5	\$652.00	\$475.96	\$2,379.80
1l	W22BA	ADD: STD PALM MICROPHONE APX	5	\$72.00	\$52.56	\$262.80
1m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	5	\$0.00	\$0.00	\$0.00
	APX™ 8500					
2	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	1	\$6,070.00	\$4,431.10	\$4,431.10
2a	G48BB	ENH: CONVENTIONAL OPERATION APX	1	\$800.00	\$584.00	\$584.00
2b	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	1	\$15.00	\$10.95	\$10.95
2c	GA05507AA	DEL: DELETE 7/800MHZ BAND	1	-\$800.00	-\$584.00	-\$584.00
2d	GA00092AU	ADD: APXM DUAL E5 CH	1	\$570.00	\$416.10	\$416.10
2e	GA05509AA	DEL: DELETE UHF BAND	1	-\$800.00	-\$584.00	-\$584.00
2f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
2g	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	1	\$0.00	\$0.00	\$0.00
2h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$60.00	\$43.80	\$87.60
2i	G89AC	ADD: NO RF ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
2j	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	1	\$25.00	\$18.25	\$18.25
2k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
2l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	\$0.00	\$0.00	\$0.00

*diff. phone
for ambulance
"2 heads"*



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$515.00	\$375.95	\$375.95
2n	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$652.00	\$475.96	\$475.96
2o	W22BA	ADD: STD PALM MICROPHONE APX	2	\$72.00	\$52.56	\$105.12
2p	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
	APX™ 8500					
3	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	2	\$6,070.00	\$4,431.10	\$8,862.20
3a	G90AC	ADD: NO MICROPHONE NEEDED APX	2	\$0.00	\$0.00	\$0.00
3b	G72AD	ADD: APX O3 HANDHELD CH	2	\$946.00	\$690.58	\$1,381.16
3c	G48BB	ENH: CONVENTIONAL OPERATION APX	2	\$800.00	\$584.00	\$1,168.00
3d	GA05507AA	DEL: DELETE 7/800MHZ BAND	2	-\$800.00	-\$584.00	-\$1,168.00
3e	GA05509AA	DEL: DELETE UHF BAND	2	-\$800.00	-\$584.00	-\$1,168.00
3f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
3g	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	2	\$0.00	\$0.00	\$0.00
3h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$60.00	\$43.80	\$87.60
3i	G89AC	ADD: NO RF ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
3j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
3k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2	\$0.00	\$0.00	\$0.00
3l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2	\$515.00	\$375.95	\$751.90
3m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	CB000091A03	CABLE, COAXIAL,QMA PLUG TO MINI-UHF JACK CONNCTOR	8	\$52.32	\$41.86	\$334.88
5	Incentive	Expiration Date: 11/30/2021	1	-\$3,600.00	-\$3,600.00	-\$3,600.00
Grand Total				\$35,963.62(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

**Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



SHERMAN, CITY OF

10/19/2021

10/19/2021

SHERMAN, CITY OF
PO BOX 1106
SHERMAN, TX 75091

Dear Tom Brown,

Motorola Solutions is pleased to present SHERMAN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SHERMAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Wesley Short at wshort@shipmancommunications.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Wesley Short
President

Motorola Solutions Manufacturer's Representative



MOTOROLA SOLUTIONS

QUOTE-1579907

Billing Address:
SHERMAN, CITY OF
PO BOX 1106
SHERMAN, TX 75091
US

100-2122-~~88002~~ ^{comp} 88003
handheld portable
radio's

Quote Date: 10/19/2021
Expiration Date: 01/17/2022
Quote Created By:
Wesley Short
President
wshort@
shipmancommunications.com
9038150064

End Customer:
SHERMAN, CITY OF
Tom Brown
tomb@cityofsherman.com
903-357-0208

Contract: 22918 - TX DIR

Vendor: 12837

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	15	\$6,992.00	\$5,104.16	\$76,562.40
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	15			
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	15			
1c	QA02006AC	ENH: APX8000XE RUGGED RADIO	15			
1d	H301CN	DEL: DELETE BELT CLIP/ BASIC CARRY	15			
1e	QA05507AA	DEL: DELETE 7/800 MHZ BAND	15			
1f	QA05509AA	DEL: DELETE UHF BAND	15			
1g	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	15			
1h	H35BT	ADD: CONVENTIONAL OPERATION	15			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	QA01427AG	ALT: APX8000/XE HOUSING GREEN	15			
2	Incentive	Expiration Date: 11/30/2021	1	-\$6,750.00	-\$6,750.00	-\$6,750.00
Grand Total						\$69,812.40(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

82006

NEED 70

88002 Vendor
#12837



SHERMAN, CITY OF

Sherman FD APX8000XE

10/19/2021



MOTOROLA SOLUTIONS

DRAFT

QUOTE-1579907

10/19/2021

SHERMAN, CITY OF
PO BOX 1106
SHERMAN, TX 75091

RE: Motorola Quote for Sherman FD APX8000XE

Dear Tom Brown,

Motorola Solutions is pleased to present SHERMAN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SHERMAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Wesley Short at wshort@shipmancommunications.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Wesley Short
President

Motorola Solutions Manufacturer's Representative



DRAFT

QUOTE-1579907
Sherman FD APX8000XE

Billing Address:
SHERMAN, CITY OF
PO BOX 1106
SHERMAN, TX 75091
US

Quote Date:10/19/2021
Expiration Date:01/17/2022
Quote Created By:
Wesley Short
President
wshort@
shipmancommunications.com
9038150064

End Customer:
SHERMAN, CITY OF
Tom Brown
tomb@cityofsherman.com
903-357-0208

Contract: 22918 - TX DIR

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	11	\$6,992.00	\$5,104.16	\$56,145.76
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	11			
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	11			
1c	QA02006AC	ENH: APX8000XE RUGGED RADIO	11			
1d	H301CN	DEL: DELETE BELT CLIP/ BASIC CARRY	11			
1e	QA05507AA	DEL: DELETE 7/800 MHZ BAND	11			
1f	QA05509AA	DEL: DELETE UHF BAND	11			
1g	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	11			
1h	H35BT	ADD: CONVENTIONAL OPERATION	11			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	QA01427AG	ALT: APX8000/XE HOUSING GREEN	11			
2	Incentive	Expiration Date: 11/30/2021	1	-\$4,950.00	-\$4,950.00	-\$4,950.00
Grand Total					\$51,195.76(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 9.

Meeting Date: 11/15/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6811**

Authorizing the Purchase of a New 950GC Wheel Loader From Holt Cat Manufacturing for the Street Department through Sourcewell Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase a new 950GC Wheel Loader from Holt Cat from the Sourcewell Purchasing Cooperative for use within the Street Maintenance Department

Background:

The requested purchase is to replace Unit 440 (2002 Komatsu Front End Loader). This Wheel Loader will be used within the Street Maintenance Department for repairing city streets and general streets maintenance.

Origination:

Department of Public Works

Financial Consideration:

The new 950GC Wheel Loader will be purchased from Holt Cat for \$261,033.00 through Sourcewell Purchasing Cooperative. Funding for this purchase was appropriated in the fiscal year 2021-2022 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 950GC Wheel Loader from Holt Cat through Sourcewell Purchasing Cooperative

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6811

Holt Cat Quote

Sourcewell Purchasing Agreement

RESOLUTION NO. 6811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 950GC WHEEL LOADER FROM HOLT CAT MANUFACTURING FOR THE STREET DEPARTMENT THROUGH SOURCEWELL PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Holt Cat through Sourcewell Purchasing Cooperative a new 950GC Wheel Loader at a total price of Two Hundred Sixty One Thousand and Thirty Three Dollars (\$261,033.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget. This purchase will replace vehicle #440 a 2002 Komatsu Front End Loader.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of November, 2021.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



DATE: October 26, 2021

QUOTE #273458-02

CITY OF SHERMAN
ERIC SANDBERG
PO BOX 1106
SHERMAN, TEXAS 75091-1106

Brent Pemberton
817.219.6187

One (1) New Caterpillar Inc Model: 950GC Wheel Loaders & Integrated Tool Carriers with all standard equipment in addition to the additional specifications listed below:

Sale Price	\$250,372
Case Drain (required for Flipscreen attachment)	\$5,360
Subtotal	\$255,732
Spare Rim and Tire 23.5R25	\$5,301
TOTAL PRICE	\$261,033

Quote Through Sourcewell Contract 032119 – Member 45027

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine
Extended Warranty: 36 MO/3000 HR POWERTRAIN + HYDRAULICS

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
950 GC WHEEL LOADER AM-N DCA8A	607-6477
554-0849 950 GC WHEEL LOADER	554-0849
558-1787 COLD WEATHER PACKAGE, AM-N	558-1787
1S-9937 AIR INLET STANDARD, RAIN CAP	1S-9937
390-6000 STEERING SYST, STANDARD	390-6000
391-5315 SEAT BELT, 3", AUTO-ANTI-CINCH	391-5315
392-3809 TOOL BOX	392-3809
469-3139 COUNTERWEIGHT, 3016LBS	469-3139
474-6209 CONVERTER (24V TO 12V/15A)	474-6209
489-0438 SUSPENSION SEAT, AIR	489-0438
489-2727 WARNING BEACON, LED	489-2727
521-7458 HYDRAULICS, 3V RC ANSI	521-7458
524-7645 FAN, STANDARD	524-7645
552-4912 QUICK COUPLER CONTROL	552-4912
552-8943 FRAME, MANUAL LUBE, STD OSC	552-8943
553-1405 SINGLE AXIS LEVER 3 W/FNR	553-1405
554-0884 LIGHTING, STANDARD	554-0884
554-1500 LIGHTS, 9 CONNECTORS	554-1500
557-3555 REGIONAL PKG, AM-N	557-3555
559-4970 LINKAGE, STANDARD, 3V/QC	559-4970
562-3218 ANTIFREEZE, -34C (-29F)	562-3218
562-4197 LIGHTS, WORKING, 4 HALOGEN	562-4197

DESCRIPTION	REF.#
573-5683 AXLE ARR, (LSD, OPEN)	573-5683
579-9102 PRODUCT LINK, CELLULAR PL641	579-9102
603-0645 PREMIUM CORP RADIO (12V)	603-0645
TIRES, 23.5R25 MA MS202 ** L2	593-2900
OMISSION WORKTOOL (Using JRB QC/BUCKET Below)	553-7758
ANTIFREEZE, -50C (-58F)	0P-2407
Paladin Horizontal Pin Lock Coupler w/Hyd Kit	
Paladin 4.5 Cyd Bucket QC Bucket	
Service Manuals	

Spare Rim and Tire Pricing (*Itemized in Price Above*):

CAT RIM + 23.5R25 MA MS302 L3 TIRE (quantity 1)..... \$5,301

STANDARD EQUIPMENT

POWERTRAIN

Engine Cat C7.1 and ATAAC
Torque converter
Transmission, automatic, power shift
(4F/3R), kick-down function, overspeed
protection
Brakes, full hydraulic enclosed wet-disc
EIMS (Engine Idle Management System)
Fan, radiator, electronically

controlled, hydraulically driven,
temperature sensing, on demand
Filter, fuel primary-water separator/
secondary
Radiator, unit core (9.5 fpi) with ATAAC
Starting aid, glow plugs
Switch, transmission neutralizer lockout

HYDRAULICS

Load sensing implement system pilot
operated

Dedicated load sensing steering pump
Dedicated brake and fan gear pump

ELECTRICAL

Alarm, back-up/main disconnect switch
Alternator (145-amp, brush type)
Batteries (2), maintenance free
Ignition key; start/stop switch
Lighting system, halogen (6 total)

-Four (4) halogen work lights
-Two (2) halogen road lights
Starting and charging system (24-volt)
Starter, electric (heavy duty)

OPERATOR ENVIRONMENT

Air conditioning (HVAC) with 10 vents
and filter unit located outside of cab
Bucket/work tool function lockout
Cab, pressurized and sound suppressed
Hydroformed (ROPS/FOPS) structure
12V power port (10A)
Coat hook
Pilot hydraulic controls, lift and
tilt function
Computerized monitoring system
Gauges:
-Engine coolant temperatures/fluid level
-Hydraulic/transmission oil temperature
-Tachometer
Digital indicators
-Gear indicator
-Speedometer
-Service meter units
-Fault codes
Warning indicators:
-Air inlet heater

-Electrical malfunction
-Engine inlet manifold temperature
-Engine oil pressure, fuel level
-Fuel pressure high/low
-Hydraulic oil level, parking brake
-Primary steering oil pressure
-Service brake oil pressure
-Action light, engine malfunction
-Transmission filter bypass
Heater and defroster
Horn
Cup holders and personal tray on
right console
Storage tray behind seat
Mirrors, rearview external
Seat, Cat Comfort (cloth) suspension
Seat belt
Steering column, adjustable angle
Wipers/washers (front and rear)
Window, sliding (left and right side)

TIRES, RIMS, AND WHEELS

A tire must be selected from the mandatory attachments section

Tire availability might vary by region

FLUIDS

Premixed 50% concentration of extended life coolant with freeze protection

OTHER STANDARD EQUIPMENT

Lift and bucket return-to-dig kick outs (Electro-Magnetic), mechanical adjustment

Couplings, Caterpillar O-ring face seal

Doors, service access (locking)

Front fender, steel

Grill, airborne debris

Hitch, drawbar with pin

Hood, non-metallic on steel structure, wing doors

Hoses, Caterpillar XT

Counterweight

Linkage, Z-Bar, fabricated crosstube/tilt lever

Base machine price includes an allowance for base radial tires.

to -34C (-29F)

SOS oil sampling valves

Sight gages :

-Engine coolant, hydraulic oil

-Transmission oil level

Diagnostic pressure taps

-Transmission speed clutches

-Transmission forward and reverse clutches

-Steering pump load and discharge pressure

-Skate system accumulator pressure

-Front and rear brake pressure

Product Link Ready



Official
CERTIFICATE OF MEMBERSHIP

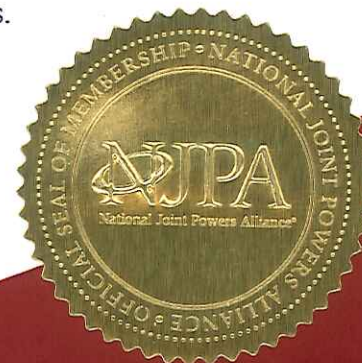
City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A handwritten signature in black ink, appearing to read "Duff Erholtz", is written over a horizontal line.

Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

J. 1.

Meeting Date: 11/15/2021

Prepared By: Jim Cross, Water Systems Manager

Approved By: Robby Hefton, City Manager

Caption:

***REQUEST TO ADVERTISE**

Annual Supply of Chemicals

Issue:

Approval of a request to advertise for the annual supply of chemicals for the calendar year 2022

Background:

Annually, the City requests public bids or renews the contract, if able, for the supply of our industrial chemical purchases. These chemicals are for use at the Water Treatment Plant and the Wastewater Treatment Plant.

Origination:

Utilities Services

Financial Consideration:

Funds for the purchase of chemicals are included in the recently approved budget for fiscal year 2021-2022. Advertising costs are estimated to be about \$200.00.

Staff Recommendation:

It is recommended that the City Council approve the advertising related to the purchase of the annual supply of chemicals.

Alternatives:

As may be recommended by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 1.

Meeting Date: 11/15/2021

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Chief Zachary Flores on Alternatives for the Contract with Grayson County for Use of the City of Sherman Animal Shelter

Issue:

Police Chief Zachary Flores will present for the Council's consideration alternatives for the contract with Grayson County for the use of the City of Sherman Animal Shelter

Background:

The Sherman Police Department assumed responsibility for the City's Animal Services in October of 2020. Since that time the Department has worked to improve operational efficiencies in the organization as well as improve the quality of life for the animals in the City's custody. After months of work within the organization the department has recognized a need to make significant changes should the City determine to maintain an elevated live release rate. The changes include increasing the fees for County use of the Animal Shelter.

Origination:

Chief Zachary Flores, Chief of Police

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

City staff recommends the City Council consider the alternatives for the Contract with Grayson County for the Use of the City of Sherman Animal Shelter.

Alternatives:

N/A



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 2.

Meeting Date: 11/15/2021

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Cancellation of the December 20, 2021 Regular City Council Meeting and Add Called City Council Meeting on December 13, 2021

Issue:

Consider Cancellation of the December 20, 2021 Regular City Council Meeting and add Called City Council Meeting on December 13, 2021

Background:

The City Council's second regular meeting in December falls during the week of Christmas. City Staff is asking to instead move this meeting to December 13, 2021 at 5:00PM.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council cancel the December 20th City Council Meeting and add Called City Council Meeting on December 13th.

Alternatives:

The Council could choose to hold this meeting.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 3.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat approval of Landmark Addition, Lots 1R & 4, Block 1, a Replat of Landmark Addition, Replat of Lot 2, Block 1, Beacon Hill Addition, Section 1, being part of Lot 1, Block 1, Landmark Addition, containing 1.462 acres; Rahim Ayush LLC, Owner, Vaquero Heritage Pkwy Partners, LP, Developer, Triangle Engineering LLC, Civil Engineer and JPH Land Surveying, Inc., Surveyor (1712 North FM 1417 (Heritage Parkway))

Issue:

To consider Replat approval of Landmark Addition, Lots 1R & 4, Block 1, a Replat of Landmark Addition, Replat of Lot 2, Block 1, Beacon Hill Addition, Section 1, being part of Lot 1, Block 1, Landmark Addition, containing 1.462 acres; Rahim Ayush LLC, Owner, Vaquero Heritage Pkwy Partners, LP, Developer, Triangle Engineering LLC, Civil Engineer and JPH Land Surveying, Inc., Surveyor (1712 North FM 1417 (Heritage Parkway))

Background:

The property is located at 1712 North FM 1417 (Heritage Parkway); the southwest corner of FM 1417 (Heritage Parkway) and West Taylor Street. The property is zoned a C-1 (Retail Business) District and located in the O-1.1 (FM 1417) Overlay District. The owner would like to Replat the property into two lots for commercial development.

Origination:

Rahim Ayush LLC (Owner)
Vaquero Heritage Pkwy Partners, LP (Developer)
Triangle Engineering LLC (Civil Engineer)
JPH Land Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

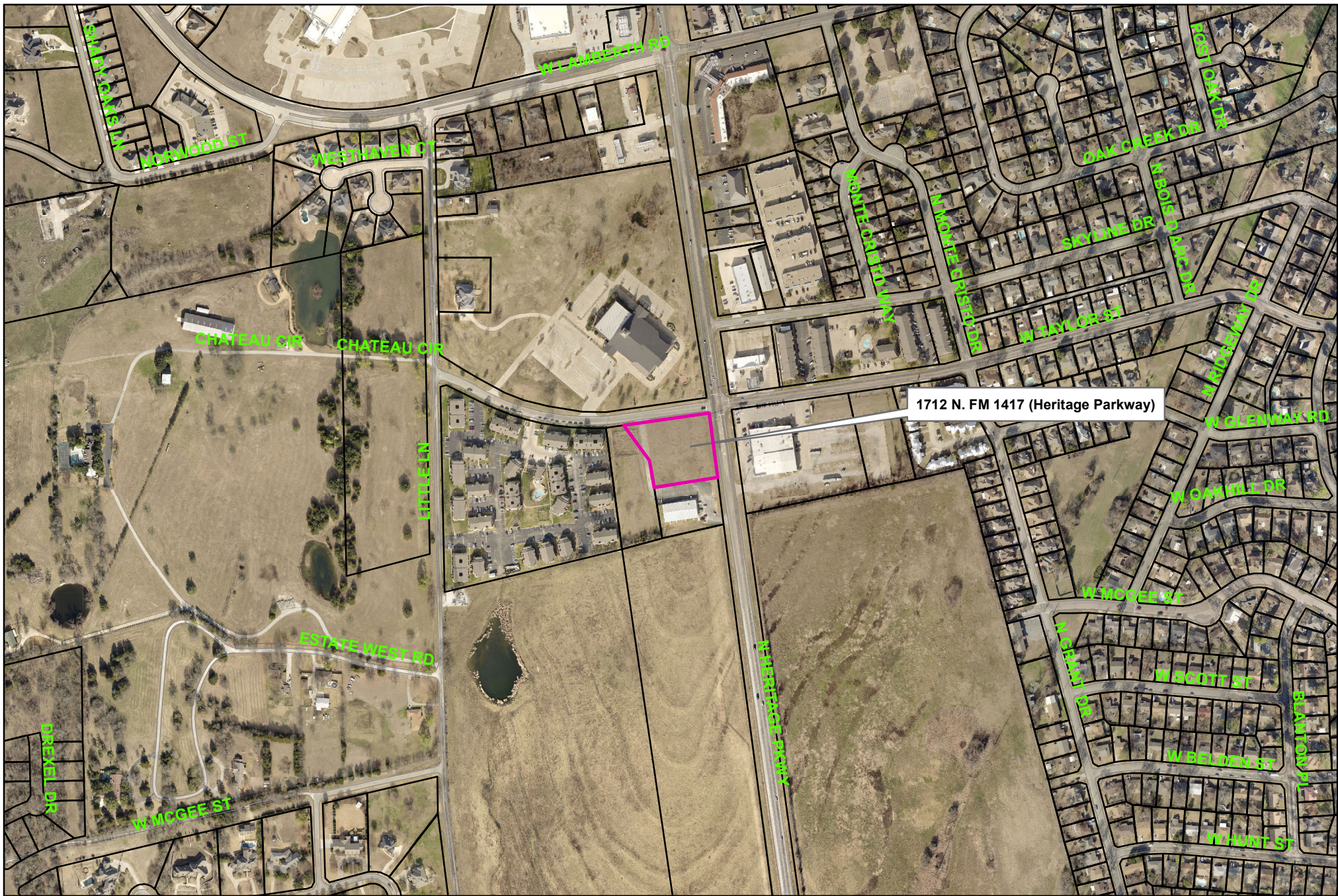
Location Map

Zoning Map

Landmark Addition Replat Lots 1R & 4, Blk.1

Staff Review Letter

P&Z Communication



City of Sherman, Texas
Development Services Department

1712 North FM 1417 (Heritage Parkway)


$$1 \text{ in} = 500 \text{ ft}$$



Zoning - 1712 North FM 1417 (Heritage Parkway)

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

CO Office District

- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

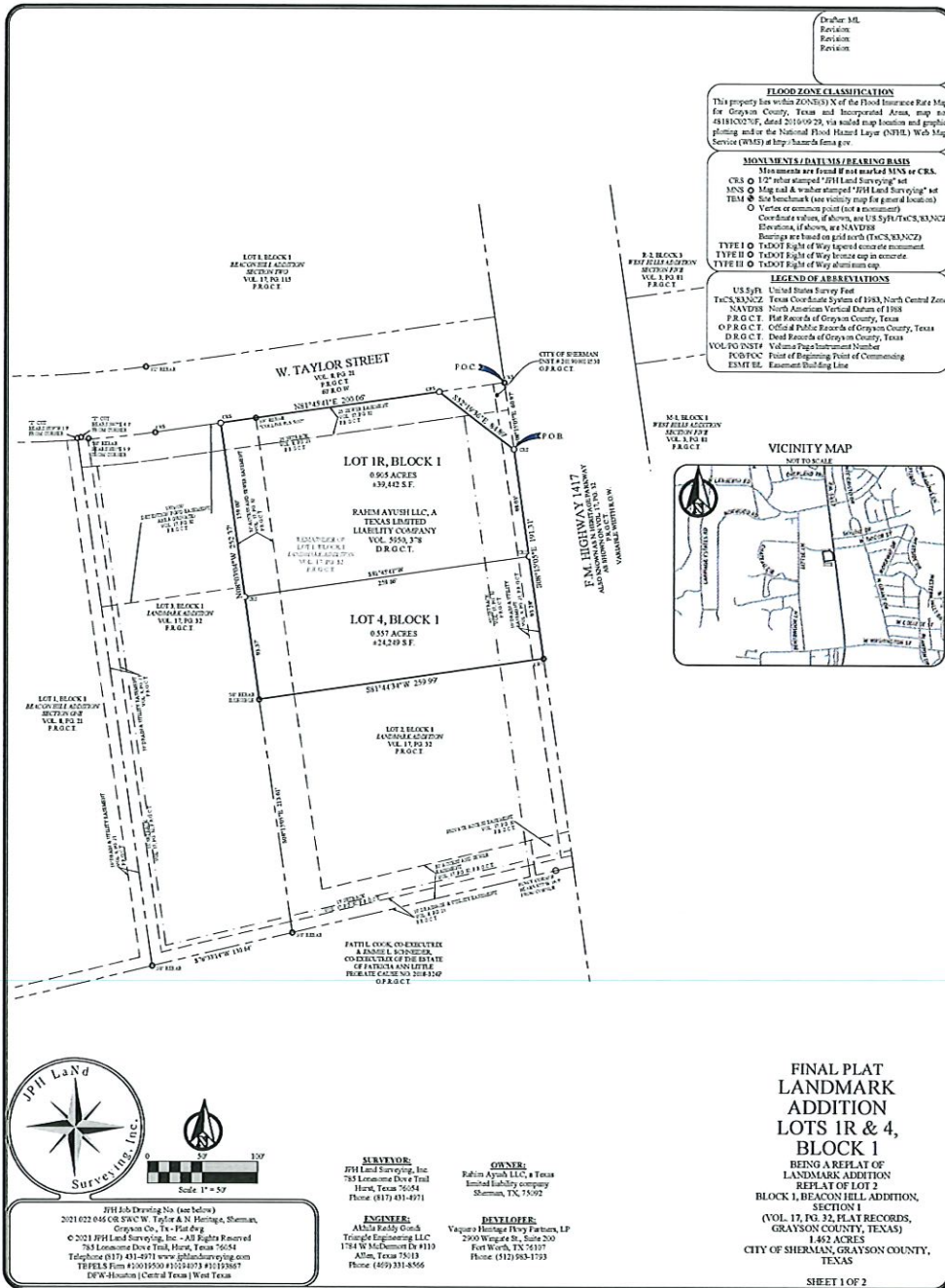


City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 200 ft



OWNERS CERTIFICATE
STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, Rahim Ayub LLC, a Texas limited liability company is the owner to that certain tract being a portion of Lot 1, Block 1, Landmark Addition, in addition in the City of Sherman, Grayson County, Texas, according to the plat recorded in Volume 17, Page 32, Plat Records, Grayson County, Texas (P.R.G.C.T.), the subject tract is more particularly described as follows:

Commencing at a 1/2 inch capped rebar stamped "JFH Land Surveying" set at the north corner of a certain tract of land described in deed to City of Sherman, recorded under Instrument Number 20100015533, Official Public Records, Grayson County, Texas; THENCE SOUTH 08°15'05" EAST, with the east line of said City of Sherman tract, a distance of 60.97 to a 1/2 inch capped rebar stamped "JFH Land Surveying" set at the south corner of the City of Sherman tract and the POINT OF BEGINNING;

THENCE SOUTH 08°15'05" EAST, with the east line of said Lot 1, shown to be the west right-of-way line of F.M. Highway 1417, a variable with right-of-way on said plat of Landmark Addition, a distance of 191.31 feet to a 1/2 inch capped rebar stamped "JFH Land Surveying" set;

THENCE SOUTH 81°43'41" WEST, with the south line of Lot 1, a distance of 239.99 feet to a 5/8 inch capped rebar with an illegible stamp found at the southwest corner of Lot 1, from which a 5/8 inch rebar found at the southeast corner of Lot 3, Block 1, of said Landmark Addition bears SOUTH 08°15'05" EAST, a distance of 210.61 feet;

THENCE NORTH 08°15'05" WEST, with the west line of Lot 1, a distance of 232.37 feet to a 1/2 inch capped rebar stamped "JFH Land Surveying" set;

THENCE NORTH 81°43'41" EAST, with the north line of Lot 1, a distance of 200.66 feet to a 1/2 inch capped rebar stamped "JFH Land Surveying" set;

THENCE SOUTH 52°19'35" EAST, with the southeast line of the City of Sherman tract, a distance of 84.89 feet returning to the POINT OF BEGINNING and enclosing 1.462 acres (63,691 square feet).

GENERAL NOTES
1. Lottable divisions in not permitted without Engineering Section approval.
2. The purpose of this plat is to create two (2) smaller lots from one (1) existing lot for redevelopment.
3. Texas Department of Transportation (TADOT) approval may be required for any driveway modification or new access point(s).
4. No portion of the platted property lies within an area of 0.2% annual chance of flood per the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) No. 48181C0270F, bearing a Map Revised Date of September 29, 2019.

OWNERS DEDICATION
STATE OF TEXAS
COUNTY OF GRAYSON

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS That Rahim Ayub LLC, a Texas limited liability company acting herein by and through its duly authorized officer, do hereby adopt this Record Plat designating the herein above described property as LANDMARK ADDITION, Lots 1R & 4, Block 1, in addition in the City of Sherman, Grayson County, Texas, being a replat of the Landmark Addition, Replat of Lot 2, Block 1, Beacon Hill Addition, Section 1, recorded Volume 17, Page 32 of the Plat Records of GRAYSON County, Texas, being 1.462 acres situated in the City of Sherman, Grayson County, Texas, and do hereby dedicate to the public use forever, the streets, alleys, parks, right-of-ways, school sites, other public places and easements shown hereon.

WITNESS, my hand, this _____ day of _____, 2021.

Rahim Ayub LLC, a Texas limited liability company
BY: _____

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared _____ for Rahim Ayub LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations expressed therein.

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

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS: That I, Jerald Chadd, do hereby certify that I prepared this plat from an actual and accurate survey of the land and the corner monuments shown herein were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

PRELIMINARY - NOT TO BE RECORDED
Jerald Chadd
Registered Professional
Land Surveyor No. 5754
jchadd@jchs.com
DATE: TED

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Jerald Chadd known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

Witness under my hand and seal this _____ day of _____, 2021.

Notary Public in and for the State of Texas

ACCEPTANCE
Approved this _____ day of _____, 2021, by the City Planning Commission of the City of Sherman, Texas

Chairman _____ Secretary _____

CERTIFICATE OF ACCEPTANCE OF DEDICATION
Approved by the City Council of the City of Sherman

Mayor, City of Sherman, Texas _____ Date _____

CERTIFICATE OF COMPLIANCE
The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, LANDMARK ADDITION, in addition in the City of Sherman, Texas was submitted to the City Council on the _____ day of _____, 2021 and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2021.

Clerk, City of Sherman, Texas _____

FINAL PLAT LANDMARK ADDITION
LOTS 1R & 4, BLOCK 1
BEING A REPLAT OF LANDMARK ADDITION
REPLAT OF LOT 2
BLOCK 1, BEACON HILL ADDITION
SECTION 1
(VOL. 17, PG. 32, PLAT RECORDS, GRAYSON COUNTY, TEXAS)
1.462 ACRES
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

SURVEYOR:
JFH Land Surveying, Inc.
785 Leona Drive Trail
Hart, Texas 76054
Phone: (817) 431-4971

OWNER:
Rahim Ayub LLC, a Texas
limited liability company
Sherman, TX 75092

ENGINEER:
Arlene Reddy Goss
Triangle Engineering LLC
1744 W. McDermott Dr #110
Arlene, Texas 76010
Phone: (409) 333-8566

REVIEWER:
Vagaro Heritage Hwy Farmers, LP
2900 Wiggate St., Suite 200
Fort Worth, TX 76107
Phone: (817) 983-1723

JFH Land Surveying, Inc.
2021 022 046 OR SWC W. Taylor & N. Hastings, Sherman,
Grayson Co., TX - Plat Map
© 2021 JFH Land Surveying, Inc. - All Rights Reserved
785 Leona Drive Trail, Hart, Texas 76054
Telephone: (817) 431-4971 www.jfhlandsurveying.com
TEPELS Form #10015500 #10124733 #10128867
DWP-Houston / Central Texas / West Texas



STAFF REVIEW LETTER

October 11, 2021

JPH Land Surveying, Inc.
785 Lonesome Dove Trail
Hurst, TX 76054

Rahim Ayush, LLC
2211 San Miguel
Sherman, TX 75092

Akhila Reddy Gondi
Triangle Engineering, LLC
1784 W. McDermott Dr., #110
Allen, TX 75013

Vaquero Heritage Pkwy Partners, LP
2900 Wingate St., Suite 200
Fort Worth, TX 76107

Dear Applicants,

The request for approval of the Final Plat of Landmark Addition, Lots 1R & 4, Block 1 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 19, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Owner block on both pages shall include complete mailing address.
2. Remove direction from Taylor Street on drawing.
3. Addition subtitle shall read: "Being a Replat of Lot 1, Landmark Addition, Vol. 17, Pg. 32, Plat Records Grayson County Texas."
4. Dedicate a 10' Utility Easement along all street frontage. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
5. 25' Sanitary Sewer Easement must be abandoned by City Council with filing information of said abandonment showing on the plat. Coordinate with Engineering Department to abandon 25' Sanitary Sewer Easement.
6. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Heflon, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 29.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 1712 NORTH FM 1417 (HERITAGE PARKWAY)**

The request of Rahim Ayush LLC (Owner), Vaquero Heritage Pkwy Partners, LP (Developer), Triangle Engineering LLC (Civil Engineer) and JPH Land Surveying, Inc. (Surveyor) concerning the property at 1712 North FM 1417 (Heritage Parkway), being part of Lot 1, Block 1, Landmark Addition, containing 1.462 acres, as follows;

Planning and Zoning Commission

Replat approval of Landmark Addition, Lots 1R & 4, Block 1, a Replat of Landmark Addition, Replat of Lot 2, Block 1, Beacon Hill Addition, Section 1.

Background:

The property is located at 1712 North FM 1417 (Heritage Parkway); the southwest corner of FM 1417 (Heritage Parkway) and West Taylor Street. The property is zoned a C-1 (Retail Business) District and located in the O-1.1 (FM 1417) Overlay District. The owner would like to Replat the property into two lots for commercial development.

Adjacent Zoning:

R-1 (One-Family Residential) District

R-2 (Multi-Family Residential) District

C-1 (Retail Business) District

Origination:

Rahim Ayush LLC (Owner)

Vaquero Heritage Pkwy Partners, LP (Developer)

Triangle Engineering LLC (Civil Engineer)

JPH Land Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

Not required.

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Landmark Addition Replat Lots 1R & 4, Blk. 1

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 4.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat approval of J.P. Loving's Addition, Lot 5R, being a Replat of Lots 4 & 5, J.P. Loving's Addition, being 0.154 acres in the Samuel Blagg Survey, Abstract No. 56 and being a part of Lot 4 and all of Lot 5 of J.P. Loving's Addition; Tobar Properties LLC, Owner and Preston Trail Land Surveying, Surveyor (329 West Cherry Street)

Issue:

To consider Replat approval of J.P. Loving's Addition, Lot 5R, being a Replat of Lots 4 & 5, J.P. Loving's Addition, being 0.154 acres in the Samuel Blagg Survey, Abstract No. 56 and being a part of Lot 4 and all of Lot 5 of J.P. Loving's Addition; Tobar Properties LLC, Owner and Preston Trail Land Surveying, Surveyor (329 West Cherry Street)

Background:

The property is located at 329 West Cherry Street, the northeast corner of Rusk and Cherry Streets. The property is zoned an R-2 (Multi-Family Residential) District. The owner would like to Replat the property into a 58.54' lot for residential development.

Origination:

Tobar Properties LLC (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat J.P. Loving's Addition Lot 5R

Staff Review Letter

P&Z Communication



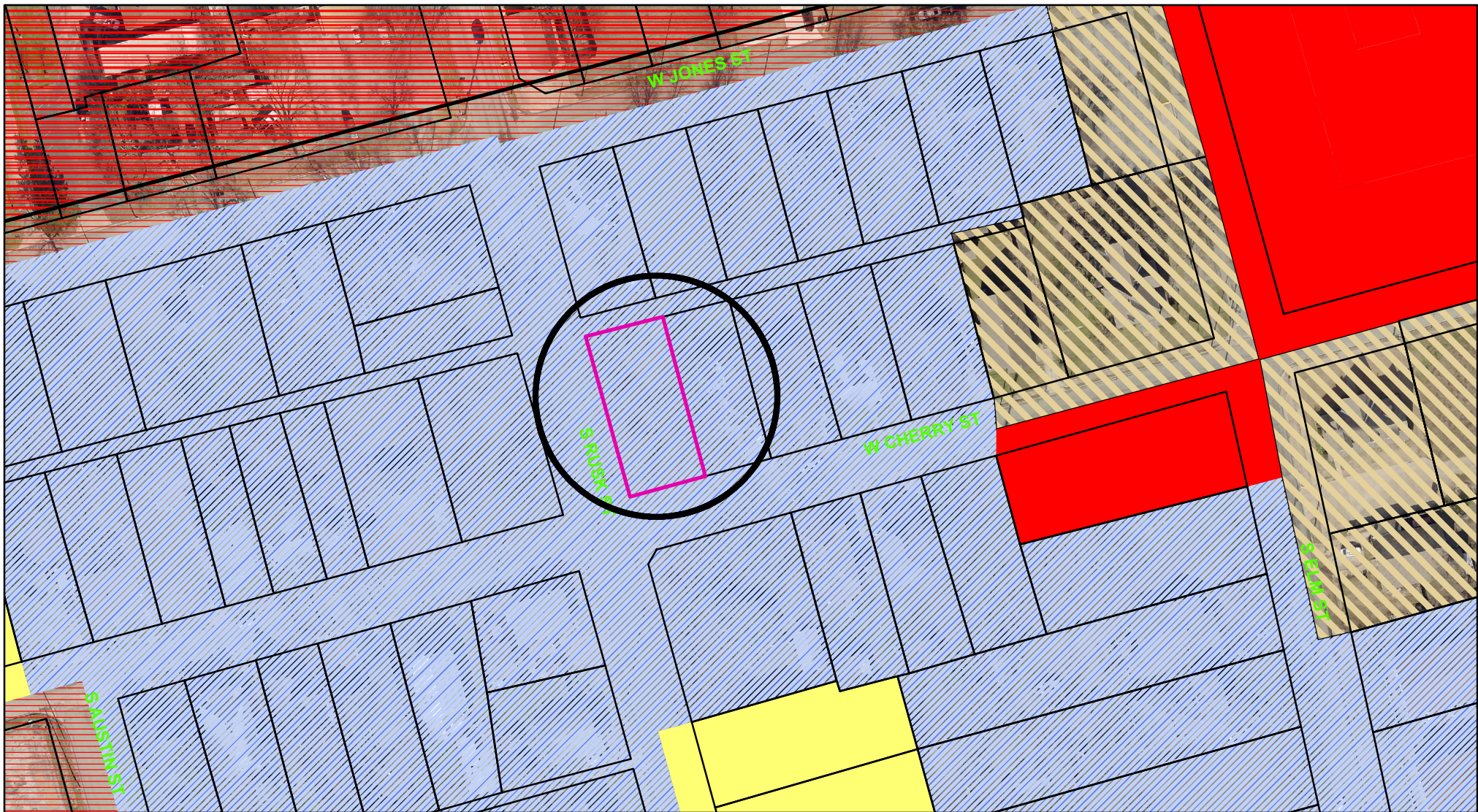
City of Sherman, Texas
Development Services Department

329 West Cherry Street



NOT TO SCALE

1 in = 200 ft



Zoning - 329 West Cherry Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development



City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 100 ft

329 West Cherry Street



Sep 30, 2021 at 9:57 AM

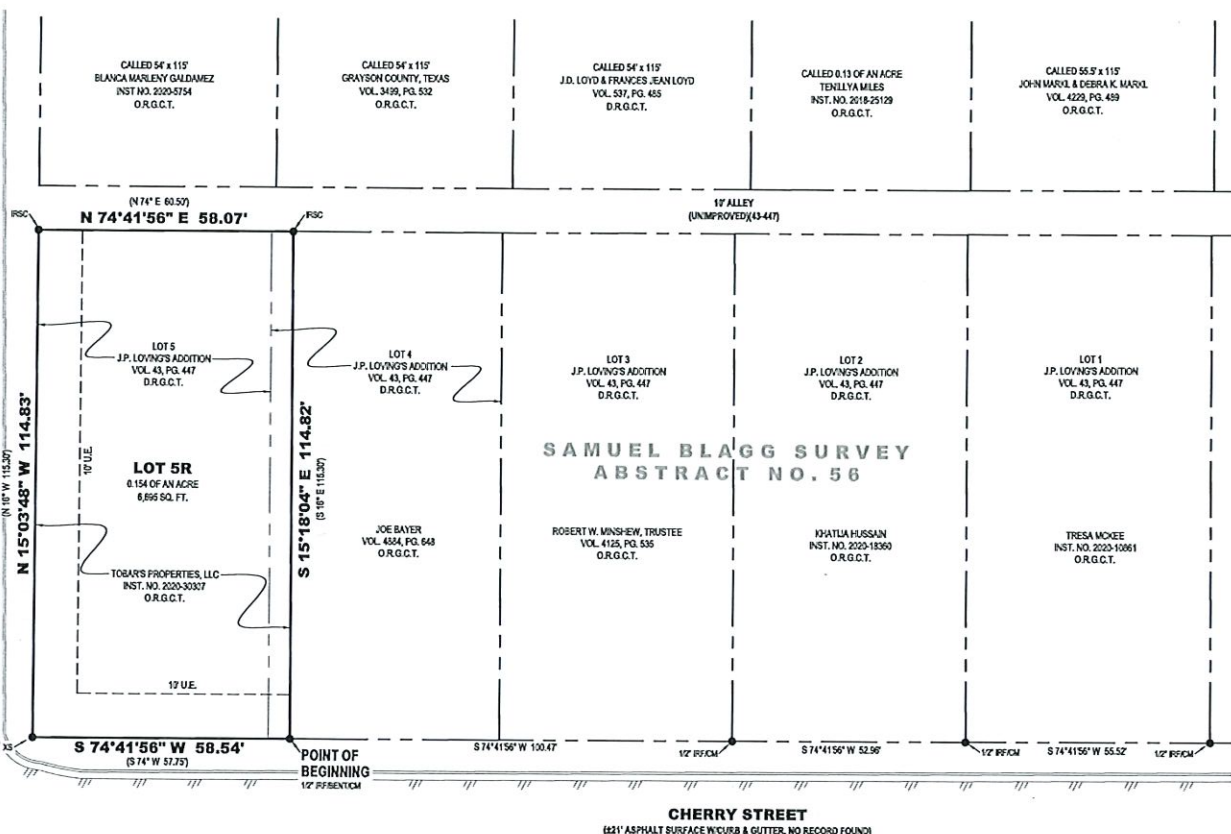


All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

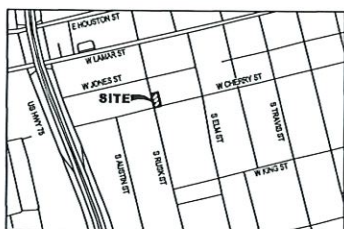
FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/28/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0250 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND	
● FOUND MONUMENT	R.O.W. RIGHT-OF-WAY
● SETBACK/JUNCTION	O.R.G.C.T. OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRSC 1/2" IRON ROD W/ PRESTON TRAIL LAND SURVEYING, RPLS 6565" CAP SET	VOL. PG. VOLUME, PAGE
IRF IRON ROD FOUND	INST. NO. INSTRUMENT NO.
XS "X" SCRIBED IN CONCRETE SET	U.E. UTILITY EASEMENT
CM CONTROLLING MONUMENT	BOUNDARY LINE
() DEED OR PLAT CALL	ADJONER LINE
D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS	EASEMENT
	ASPHALT

RUSK STREET
(22' ASPHALT SURFACE W/ CURB & GUTTER,
50' R.O.W., VOL. 27, PG. 15, D.R.G.C.T.)



VICINITY MAP
(NOT TO SCALE)



PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

RE-PLAT OF
J.P. LOVING'S ADDITION, LOT 5R
BEING A REPLAT OF LOTS 4 & 5
J.P. LOVING'S ADDITION
0.154 OF AN ACRE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING		787 W FM 996 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-788-6029
TRPLS Firm No. 10194175	Drawn by: BNH Checked by: CRN	Scale: 1"=20' Date: 09/14/2021
		Project No. 20-04731 Sheet No. 1 of 2

SURVEYOR:
Tobar's Properties, LLC
635 Preston Meadows Road
Sherman, TX 75092
Ph: 903-818-0498
Contact: Mario Tobar

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-788-6029

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS TOBAR'S PROPERTIES, LLC is the owner of all of that certain tract or parcel of land situated in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, and being part of Lot 4 and all of Lot 5 of J.P. Loving's Addition, according to the plat thereof recorded in Volume 43, Page 447, Deed Records, Grayson County, Texas, and being a re-tracement survey of a tract of land described in the deed to Tobar's Properties, LLC, recorded in Instrument No. 2020-30307, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a bent 1/2-inch iron rod found for the southeast corner of said Tobar's Properties Tract, common to the southwest corner of a tract of land described in the deed to Joe Bayer, recorded in Volume 4684, Page 648, said Official Records, and on the southerly line of said Lot 4, and on the northerly right-of-way line of West Cherry Street;

THENCE South 74°41'56" West, with the southerly line of said Tobar's Properties Tract, and with the southerly line of said Lot 4, and with the southerly line of aforesaid Lot 5, and with the northerly right-of-way line of said West Cherry Street, a distance of 58.54 feet to an "X" scribed in concrete set for the southwest corner of said Tobar's Properties Tract, common to the southwest corner of said Lot 5, and common to the southwest corner of aforesaid J.P. Loving's Addition, and at the intersection of the northerly right-of-way line of said West Cherry Street and with the easterly right-of-way line of South Rusk Street;

THENCE North 74°41'56" East, with the westerly line of said Tobar's Properties Tract, and with the westerly line of said Lot 5, and with the easterly right-of-way line of said South Rusk Street, a distance of 114.83 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6565" set for the northwest corner of said Tobar's Properties Tract, common to the northwest corner of said Lot 5, and at the intersection of the easterly right-of-way line and the southerly line of a 10-foot alley dedicated by aforesaid J.P. Loving's Addition;

THENCE North 74°41'56" East, with the northerly line of said Tobar's Properties Tract, and with the northerly line of said Lot 5, and with the northerly line of aforesaid Lot 4, and with the southerly line of said 10-foot alley, a distance of 58.07 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6565" set for the northeast corner of said Tobar's Properties Tract, common to the northeast corner of aforesaid Bayer Tract;

THENCE South 15°18'04" East, with the easterly line of said Tobar's Properties Tract, and with the westerly line of said Bayer Tract, and crossing said Lot 4, a distance of 114.82 feet to the POINT OF BEGINNING and enclosing 0.154 of an acre (6,695 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That TOBAR'S PROPERTIES, LLC, does hereby adopt this plat designating the hereinbefore described property as REPLAT OF J.P. LOVING'S ADDITION, LOT 5R, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: TOBAR'S PROPERTIES, LLC

BY: _____
Mario Tobar

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mario Tobar, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.

Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas _____ Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of REPLAT OF J.P. LOVING'S ADDITION, LOT 5R to the City of Sherman was submitted to the City Council on the day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

Clerk, City of Sherman, Texas _____

**PLANNING AND ZONING COMMISSION
CERTIFICATE OF ACCEPTANCE**

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually exist and that their location, size, and material are correctly shown.

Chris R. Noah _____ Date _____
Registered Professional Land Surveyor No. 6585

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

RE-PLAT OF
J.P. LOVING'S ADDITION, LOT 5R
BEING A REPLAT OF LOTS 4 & 5
J.P. LOVING'S ADDITION
0.154 OF AN ACRE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
City of Sherman, Grayson County, Texas

SURVEYOR:
Tobar's Properties, LLC
635 Preston Meadows Road
Sherman, TX 75092
Ph: 903-818-0498
Contact: Mario Tobar

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-788-6029

Preston Trail LAND SURVEYING		787 W FM 996 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-788-6029
TRPLS Firm No. 10194175	Drawn by: BNH Checked by: CRN	Scale: 1"=20' Date: 09/14/2021
		Project No. 20-04731 Sheet No. 2 of 2



STAFF REVIEW LETTER

October 11, 2021

Tobar's Properties, LLC
635 Preston Meadows Road
Sherman, TX 75092

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Replat of J.P. Loving's Addition, Lot 5R has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 19, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Cherry Street Right of Way shall be shown on drawing as in Vol. 125, Pg. 53, DRGCT. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. Dedicate a 5' Right of Way Dedication along Cherry Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 5(C)(1)*
3. Dedicate a 15'x15' Right of Way corner clip on Southwest corner of proposed Lot 5R. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
4. Modify 10' Utility Easement on Southwest corner of proposed Lot 5R to parallel new right of way created by corner clip.
5. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
6. Remove directions (West and East) from Cherry Street and Rusk Street in metes and bounds description. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
7. The City of Sherman does not maintain alleys.
8. No more than a single 24' wide drive approach will be permitted off of Cherry Street.
9. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
10. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

11. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 11.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

329 WEST CHERRY STREET

The request of Tobar Properties LLC (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property at 329 West Cherry Street, being 0.154 acres in the Samuel Blagg Survey, Abstract No. 56 and being a part of Lot 4 and all of Lot 5 of J.P. Loving's Addition, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.4, Subsection (1) to allow a 58.54' wide lot in lieu of the required 60' width in an R-2 (Multi-Family Residential) District.

Planning and Zoning Commission

Replat approval of J.P. Loving's Addition, Lot 5R, being a Replat of Lots 4 & 5, J.P. Loving's Addition.

Background:

The property is located at 329 West Cherry Street, the northeast corner of Rusk and Cherry Streets. The property is zoned an R-2 (Multi-Family Residential) District. The owner would like to Replat the property into a 58.54' lot for residential development.

Adjacent Zoning:

R-2 (Multi-Family Residential) District

Origination:

Tobar Properties LLC (Owner)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Urban/Downtown – Buildings are two to five stories and are built right up to the sidewalk, creating a sense of enclosure. Sidewalks provide pedestrian access and streetscape amenities. Parking is available along the street or in small parking lots in the rear of the buildings.

Number of notices mailed:

23

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat J.P. Loving's Addition Lot 5R

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 5.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Final Plat approval of Quail Run, Phase Two, being 20.429 acres in the Jason Stamps Survey, Abstract No. 1115 and the Elizabeth Jones Survey, Abstract No. 625; 300 Sherman, LP, Owner, GEES, Inc., Civil Engineer and Preston Trail Land Surveying, Surveyor (4700-5200 blocks of Quail Run Road and West Cormorant Drive)

Issue:

To consider Final Plat approval of Quail Run, Phase Two, being 20.429 acres in the Jason Stamps Survey, Abstract No. 1115 and the Elizabeth Jones Survey, Abstract No. 625; 300 Sherman, LP, Owner, GEES, Inc., Civil Engineer and Preston Trail Land Surveying, Surveyor (4700-5200 blocks of Quail Run Road and West Cormorant Drive)

Background:

The property is located in the 4700-5200 blocks of Quail Run Road and West Cormorant Drive and the 700-800 blocks of South Friendship Road. The property is zoned an SF-1 (Single Family Residential) District, R-1 (One-Family Residential) District and R-2 (Multi-Family Residential) District. The owner would like to plat the property into 84 lots for residential development.

Origination:

300 Sherman, LP (Owner)
GEES, Inc. (Civil Engineer)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat approval be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

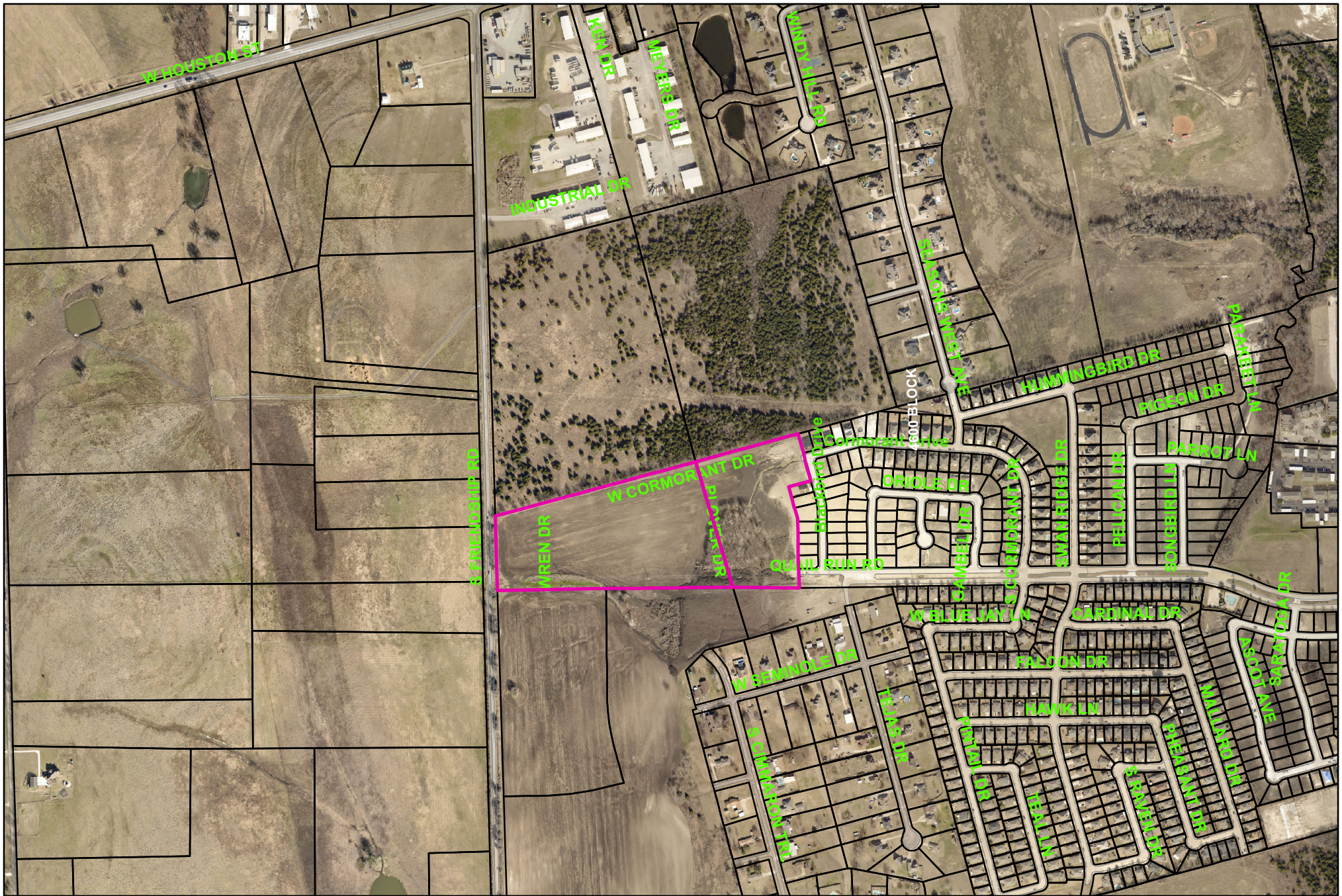
Location Map

Zoning Map

Quail Run Phase 2

Staff Review Letter

P&Z Communication



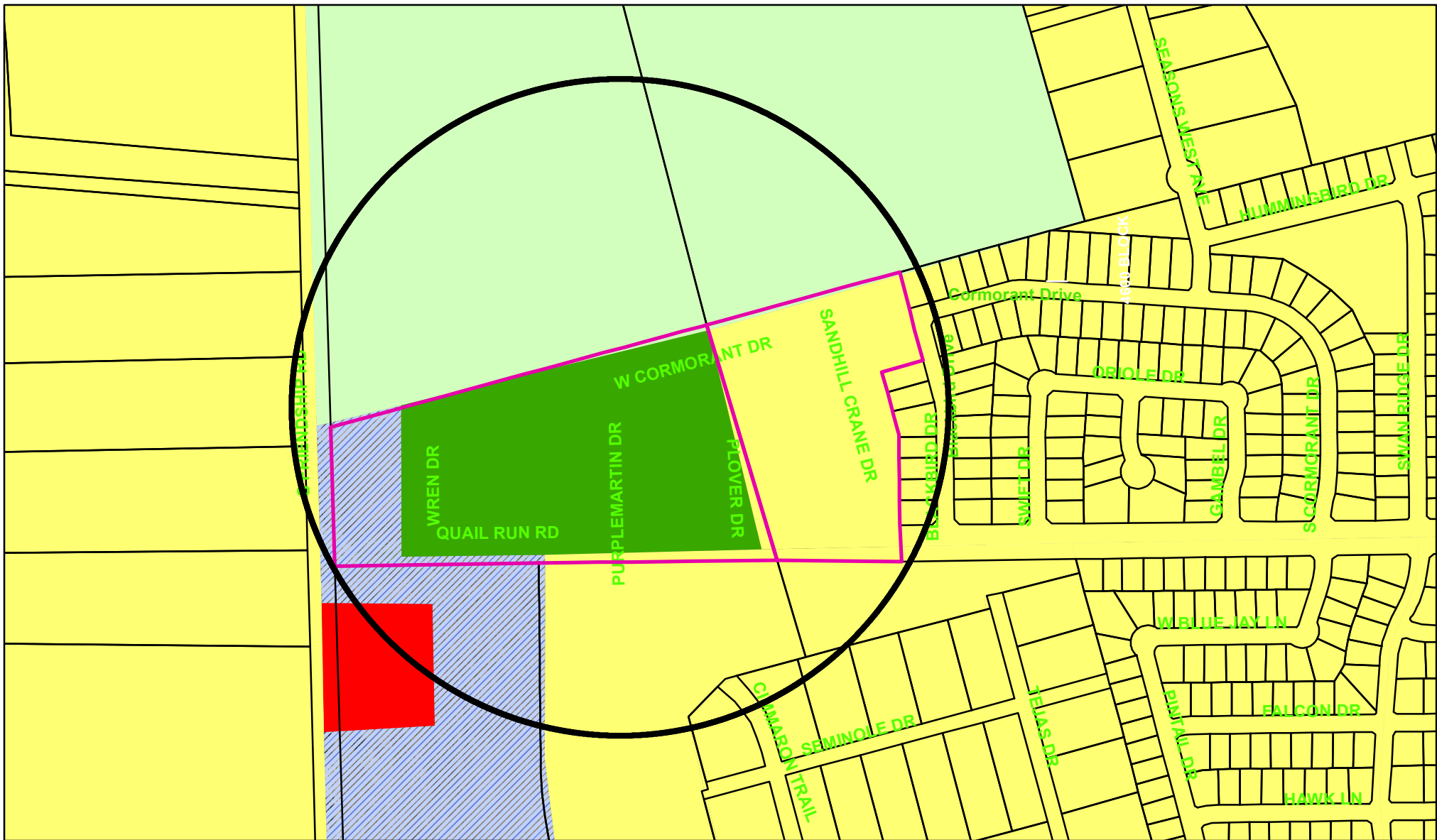
City of Sherman, Texas
Development Services Department

4700-5200 Blocks Quail Run Road & Cormorant Drive



NOT TO SCALE

1 in = 700 ft



Zoning - 4700-5200 Blocks Quail Run Road & Cormorant Drive



City of Sherman, Texas
Development Services Department

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blacklock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blacklock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

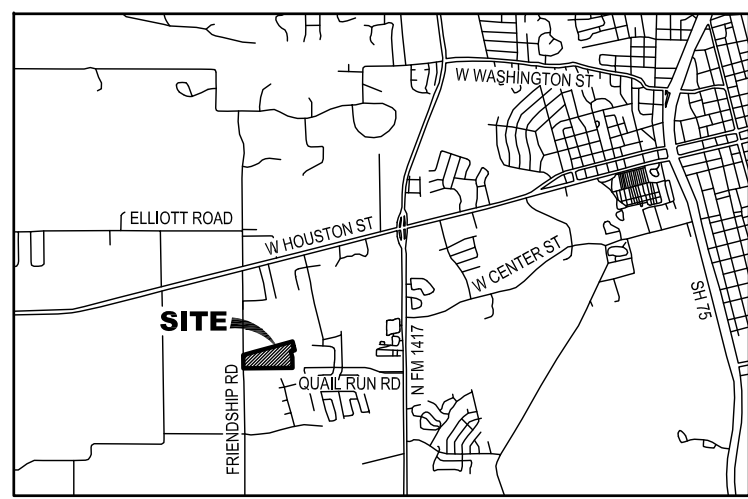
Legend

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

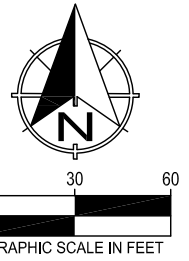


NOT TO SCALE

1 in = 400 ft



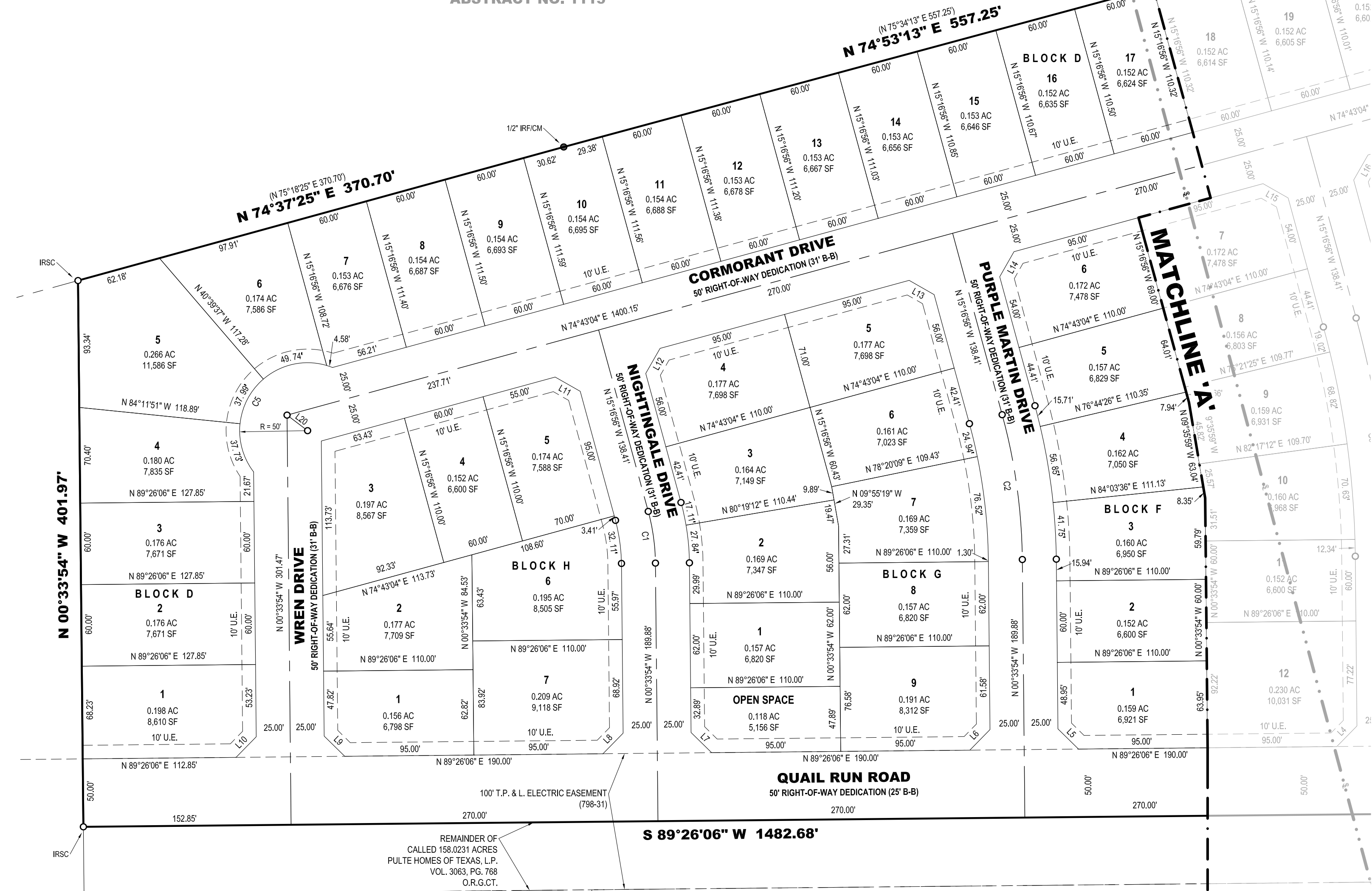
VICINITY MAP
(NOT TO SCALE)



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999852517.

CALLED 68.642 ACRES
EAST SIDE VENTURES LIMITED PARTNERSHIP
VOL. 5676, PG. 626
O.R.G.C.T.

**J. STAMPS SURVEY
ABSTRACT NO. 1115**



CALLLED 26.114 ACRES
RSCD HOLDINGS LLC
VOL. 6007, PG. 62
O.R.G.C.T.

REMAINDER OF
CALLED 158.0231 ACRES
PULTE HOMES OF TEXAS, L.P.
VOL. 3063, PG. 768
O.R.G.C.T.

CALLLED 37.7963 ACRES
ELIZABETH JONES SURVEY, LLC
VOL. 4940, PG. 511
O.R.G.C.T.

CALLLED 37.7963 ACRES
1417 LAND HOLDINGS, LLC
TRACT 3
VOL. 4940, PG. 511
O.R.G.C.T.

GENERAL NOTES:

- 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for all lot corners unless otherwise specified.
- Lot 17, Block E is to be owned and maintained by the HOA.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	38.53'	150.00'	14°43'02"	N 07°55'25" W	38.42'
C2	107.88'	420.00'	14°43'02"	N 07°55'25" W	107.59'
C3	177.23'	690.00'	14°43'02"	N 07°55'25" W	176.75'
C4	77.06'	300.00'	14°43'02"	N 07°55'25" W	76.85'
C5	130.05'	50.00'	149°01'22"	N 37°04'35" E	96.37'

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

FINAL PLAT
QUAIL RUN, PHASE TWO
20.429 ACRES
JASON STAMPS SURVEY, ABSTRACT NO. 1115
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
City of Sherman, Grayson County, Texas



TPRIS Firm No. 10194175
Drawn by: BNH
Checked by: CRN
Scale: 1"=60'
Date: 01/15/2018
Project No. 11-04992
Sheet No. 1 of 3

OWNER:
300 Sherman LP
2825 W. Pioneer Parkway
Suite 810
Grand Prairie, TX 75051
Ph: 214-650-4559
Contact: Kelvin Hoang

DEVELOPER:
REICO, LLC
2825 W. Pioneer Parkway
Suite 810
Grand Prairie, TX 75051
Ph: 214-650-4559
Contact: Kelvin Hoang

ENGINEER:
GEES, Inc.
c/o Allison Engineering Group
2415 N. Elm Street
Denton, TX 76201
Ph: 940-380-9453
Contact: Greg Edwards, P.E.

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ PLASTIC CAP
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
AC	ACRES
SF	SQUARE FOOT
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
---	BOUNDARY LINE
---	ADJOINER LINE
---	EASEMENT



CALLLED 37.7963 ACRES
1417 LAND HOLDINGS, LLC
TRACT 3
VOL. 4940, PG. 511
O.R.G.C.T.

CALLLED 3.35 ACRES
CITY OF SHERMAN
VOL. 3143, PG. 302
O.R.G.C.T.

GENERAL NOTES:

- 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for all lot corners unless otherwise specified.
- Lot 17, Block E is to be owned and maintained by the HOA.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	38.53'	150.00'	14°43'02"	N 07°55'25" W	38.42'
C2	107.88'	420.00'	14°43'02"	N 07°55'25" W	107.59'
C3	177.23'	690.00'	14°43'02"	N 07°55'25" W	176.75'
C4	77.06'	300.00'	14°43'02"	N 07°55'25" W	76.85'
C5	130.05'	50.00'	149°01'22"	N 37°04'35" E	96.37'

OWNER:
300 Sherman LP
2825 W. Pioneer Parkway
Suite 810
Grand Prairie, TX 75051
Ph: 214-650-4559
Contact: Kelvin Hoang

DEVELOPER:
REICO, LLC
2825 W. Pioneer Parkway
Suite 810
Grand Prairie, TX 75051
Ph: 214-650-4559
Contact: Kelvin Hoang

ENGINEER:
GEES, Inc.
c/o Allison Engineering Group
2415 N. Elm Street
Denton, TX 76201
Ph: 940-380-9453
Contact: Greg Edwards, P.E.

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029



TPRIS Firm No. 10194175
Drawn by: BNH
Checked by: CRN
Scale: 1"=60'
Date: 01/15/2018
Project No. 11-04992
Sheet No. 2 of 3

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

FINAL PLAT
QUAIL RUN, PHASE TWO
20.429 ACRES
JASON STAMPS SURVEY, ABSTRACT NO. 1115
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
City of Sherman, Grayson County, Texas

OWNER'S CERTIFICATE

WHEREAS 300 SHERMAN LP is the owner of all of that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract No. 625 and Jason Stamps Survey, Abstract No. 1115, City of Sherman, Grayson County, Texas, and being a part of the remaining westerly portion of a called 85,400 acre tract of land described as Tract 2 in the deed to 1417 Land Holdings, LLC, recorded in Volume 4940, Page 511, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the northeast corner of the herein described tract of land, on the southerly line of a called 68.642 acre tract of land described in the deed to East Side Ventures Limited Partnership, recorded in Volume 5676, Page 606, said Official Records, and from which a 1/2-inch iron rod with a plastic cap stamped "PROLINE" bears North 74°39'46" East, a distance of 463.15 feet;

THENCE crossing said 85,400 acre tract with the following eight (8) courses:

1. South 15°16'56" East, a distance of 110.59 feet to a Capped Iron Rod set for corner;
2. South 74°43'04" West, a distance of 17.63 feet to a Capped Iron Rod set for corner;
3. South 15°16'56" East, a distance of 50.00 feet to a Capped Iron Rod set for corner;
4. South 60°16'56" East, a distance of 21.21 feet to a Capped Iron Rod set for corner;
5. South 15°16'56" East, a distance of 95.00 feet to a Capped Iron Rod set for corner;
6. South 74°43'04" West, a distance of 125.00 feet to a Capped Iron Rod set for corner;
7. South 15°16'56" East, a distance of 187.80 feet to a Capped Iron Rod set for corner;
8. South 00°33'54" East, a distance of 317.02 feet to a Capped Iron Rod set for the southeast corner of the herein described tract of land, and on the southerly line of said 85,400 acre tract;

THENCE South 89°26'06" West, with the southerly line of said 85,400 acre tract, a distance of 1482.68 feet to a Capped Iron Rod set for the southwest corner of said 85,400 acre tract, and on an easterly line of a called 26,114 acre tract of land described in the deed to RSCL Holdings LLC, recorded in Volume 6007, Page 62, said Official Records;

THENCE North 00°33'54" West, with the westerly line of said 85,400 acre tract, and with the easterly line of said 26,114 acre tract, a distance of 401.97 feet to a Capped Iron Rod set for the northwest corner of said 85,400 acre tract, common to the northern-most northeast corner of said 26,114 acre tract and on the southerly line of aforesaid 68,642 acre tract;

THENCE North 74°37'25" East, with the northerly line of said 85,400 acre tract, and with the southerly line of said 68,642 acre tract, a distance of 370.70 feet to a 1/2-inch iron rod found for corner;

THENCE North 74°53'13" East, continuing with the northerly line of said 85,400 acre tract, and with the southerly line of said 68,642 acre tract, a distance of 557.25 feet to a 1/2-inch iron rod found for corner;

THENCE North 74°39'46" East, continuing with the northerly line of said 85,400 acre tract, and with the southerly line of said 68,642 acre tract, a distance of 612.14 feet to the POINT OF BEGINNING and enclosing 20,429 acres (888,906 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That 300 SHERMAN LP, does hereby adopt this plat designating the hereinbefore described property as QUAIL RUN PHASE TWO, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

By: Kelvin Hoang, Partner

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared XXXXXXXXXXXX, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20_____.

Notary Public in and for the State of Texas

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for Grayson County, Texas, Community Number 465508, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0400 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

OWNER:
300 Sherman LP
2825 W. Pioneer Parkway
Suite 810
Grand Prairie, TX 75051
Ph: 214-650-4559
Contact: Kelvin Hoang

DEVELOPER:
REICO, LLC
2825 W. Pioneer Parkway
Suite 810
Grand Prairie, TX 75051
Ph: 214-650-4559
Contact: Kelvin Hoang

ENGINEER:
GEES, Inc.
c/o Allison Engineering Group
2415 N. Elm Street
Denton, TX 76201
Ph: 940-380-9453
Contact: Greg Edwards, P.E.

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

OWNER:
300 Sherman LP
2825 W. Pioneer Parkway
Suite 810
Grand Prairie, TX 75051
Ph: 214-650-4559
Contact: Kelvin Hoang

DEVELOPER:
REICO, LLC
2825 W. Pioneer Parkway
Suite 810
Grand Prairie, TX 75051
Ph: 214-650-4559
Contact: Kelvin Hoang

ENGINEER:
GEES, Inc.
c/o Allison Engineering Group
2415 N. Elm Street
Denton, TX 76201
Ph: 940-380-9453
Contact: Greg Edwards, P.E.

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of QUAIL RUN PHASE TWO to the City of Sherman was submitted to the City Council on the _____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20_____.

Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION
CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____ by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

Chris R. Noah
Registered Professional Land Surveyor No. 6585

Date

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

FINAL PLAT
QUAIL RUN, PHASE TWO
20.429 ACRES
JASON STAMPS SURVEY, ABSTRACT NO. 1115
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
City of Sherman, Grayson County, Texas

	787 W FM 996 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-786-6029	
	TBPLS Firm No. 10194175	Drawn by: BNH Checked by: CRN
Scale: 1"=60' Date: 01/15/2017		Project No. 17-0499.2 Sheet No. 3 of 3



STAFF REVIEW LETTER

October 11, 2021

300 Sherman LP
Attn: Kelvin Hoang
2825 W. Pioneer Pkwy., Ste. 810
Grand Prairie, TX 75051

REICO, LLC
Attn: Kelvin Hoang
2825 W. Pioneer Pkwy., Ste. 810
Grand Prairie, TX 75051

GEES, Inc.
c/o Allison Engineering Group
Attn: Greg Edwards
2415 N. Elm St.
Denton, TX 76201

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of Quail Run, Phase Two has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 19, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Ownership and plats of surrounding properties are not up to date. *Code of Ordinances Chapter 10.05, Section 5*
2. Open space lot at northwest corner of Quail Run Road and Nightingale Drive shall be assigned a Lot Number and said Lot number be added to General Notes Item #2.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
4. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
5. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*.
6. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
7. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for

review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*

8. Verify knuckles on Lots 4, 5, and 6, Block D meet standard. *Code of Ordinances Chapter 3.02.002(c)(37)*
9. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*
10. Graphically show proposed back of curb on drawing.
11. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
12. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
13. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Heston, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 24.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

4700-5200 BLOCKS QUAIL RUN ROAD & CORMORANT DRIVE

The request of 300 Sherman, LP (Owner), GEES, Inc. (Civil Engineer) and Preston Trail Land Surveying (Surveyor) concerning the property in the 4700-5200 blocks of Quail Run Road and West Cormorant Drive, being 20.429 acres in the Jason Stamps Survey, Abstract No. 1115 and the Elizabeth Jones Survey, Abstract No. 625, as follows:

Board of Adjustments

- A. Exception under Ordinance No. 2280, Section 6.2 and 6.3, Subsections (1) to allow the following lot widths in lieu of the required 60' lot widths in the proposed Quail Run Addition, Phase Two in an SF-1 (Single-Family Residential) District and R-1 (One-Family Residential) District:

Lot 4, Block D – 59.40' lot width
Lot 5, Block D – 37.99' lot width
Lot 6, Block D – 49.74' lot width
Lot 2, Block H – 55.64' lot width
Lot 2, Block G – 57.83' lot width
Lot 3, Block G – 59.52' lot width
Lot 3, Block F – 57.69' lot width
Lot 4, Block F – 56.85' lot width
Lot 3, Block C – 57.33' lot width
Lot 4, Block C – 56.51' lot width

Planning and Zoning Commission

- B. Final Plat approval of Quail Run, Phase Two.

Background:

The property is located in the 4700-5200 blocks of Quail Run Road and West Cormorant Drive and the 700-800 blocks of South Friendship Road. The property is zoned an SF-1 (Single Family Residential) District, R-1 (One-Family Residential) District and R-2 (Multi-Family Residential) District. The owner is requesting exceptions on ten (10) lots to be less than 60' wide and to plat the property into 84 lots for residential development.

Adjacent Zoning:

R-A (Single-Family Agricultural) District
R-1 (One-Family Residential) District
R-2 (Multi-Family Residential) District

Origination:

300 Sherman, LP (Owner)
GEES, Inc. (Civil Engineer)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

4

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Lots for Exceptions
Quail Run Phase 2
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 6.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Final Plat approval of Texoma Community Center Addition, being 0.485 acres in the J.B. McAnair Survey, Abstract No. 763; Texoma Community Center, Owner, Tori Dyess, Applicant and Preston Trail Land Surveying, Surveyor (2310 North Travis Street)

Issue:

To consider Final Plat approval of Texoma Community Center Addition, being 0.485 acres in the J.B. McAnair Survey, Abstract No. 763; Texoma Community Center, Owner, Tori Dyess, Applicant and Preston Trail Land Surveying, Surveyor (2310 North Travis Street)

Background:

The property is located at 2310 North Travis Street between Lamberth Road and Pelton Street. The property is zoned a C-1 (Retail Business) District. The owner would like to plat the property into one lot for commercial development.

Origination:

Texoma Community Center (Owner)
Tori Dyess (Applicant)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Texoma Community Center Final Plat

Staff Review Letter

P&Z Communication



City of Sherman, Texas
Development Services Department

2310 North Travis Street



1 in = 147 ft



Zoning - 2310 North Travis Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: SpermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: SpermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 100 ft

 Preston Trail LAND SURVEYING		787 W FM 996 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-786-6029	
TBPLS Firm No. 10194175	Drawn by: BNH Checked by: CRN	Scale: 1"=4' Date: 03/15/2021	Project No. 21-0418.2 Sheet No. 2 of 2



STAFF REVIEW LETTER

October 11, 2021

Texoma Community Center
Attn: Diana Cantu
902 E. Cottonwood Rd.
Sherman, TX 75090

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Texoma Community Center Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 19, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Dedicate a 13' Right of Way Dedication along Travis Street (F.M. 131) in regards to Grayson County/City of Sherman Thoroughfare Plan. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
3. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
4. Graphically show edge of pavement for Travis Street (F.M. 131) on plat.
5. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
6. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 15.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 2310 NORTH TRAVIS STREET**

The request of Texoma Community Center (Owner), Tori Dyess (Applicant) and Preston Trail Land Surveying (Surveyor) concerning the property located at 2310 North Travis Street, being 0.485 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Final Plat approval of Texoma Community Center Addition

Background:

The property is located at 2310 North Travis Street between Lamberth Road and Pelton Street. The property is zoned a C-1 (Retail Business) District.

The following items have been approved for the property:

- March 31, 1997 - Zone change from an R-1 (One-Family Residential) District to a C-1 (Retail Business) District (Ord. 4590)
- June 21, 2004 - Specific Use Permit to allow a Commercial Amusement Center in a C-1 (Retail Business) District (Ord. 5234)
- September 21, 2010 (P&Z) - Specific Use Permit to allow an Intellectual and Developmental Disabilities Facility in a C-1 (Retail Business) District - on October 18, 2021, City Council Agenda

Texoma Community Center would like to plat the property into one lot to open a day habilitation program to provide services to those in the community with intellectual and developmental disabilities.

Adjacent Zoning:

R-1 (One-Family Residential) District

C-1 (Retail Business) District

C-2 (General Commercial) District

Origination:

Texoma Community Center (Owner)
Tori Dyess (Applicant)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

Not required.

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Texoma Community Center Final Plat
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

K. 7.

Meeting Date: 11/15/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Final Plat approval of Kaiser Aluminum Addition, Lots 1 & 2, being 11.781 acres in the Sherod Dunman Survey, Abstract No. 329; Kaiser Aluminum Fabricated Products, LLC, Owner and Preston Trail Land Surveying, Surveyor (4318 South U.S. Highway 75)

Issue:

To consider Final Plat approval of Kaiser Aluminum Addition, Lots 1 & 2, being 11.781 acres in the Sherod Dunman Survey, Abstract No. 329; Kaiser Aluminum Fabricated Products, LLC, Owner and Preston Trail Land Surveying, Surveyor (4318 South U.S. Highway 75)

Background:

The property is located at 4318 South U.S. Highway 75, the northwest corner of the Highway 75 access road and Dorset Drive; Kaiser Aluminum was the former tenant. The property is located in the Blalock Industrial Park. An exception and site plan approval for ABC Supply was granted to allow outdoor storage in the front and rear of the building subject to the site plan as presented in lieu of the required rear ½ of the property and shall not be placed on that half of the property adjacent to an existing street (Dorset Drive) in the Blalock Industrial Park at the July 19, 2021 City Council Meeting. The owners would like to plat the property into two lots as a requirement of the site plan approval.

Origination:

Kaiser Aluminum Fabricated Products, LLC (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat approval be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

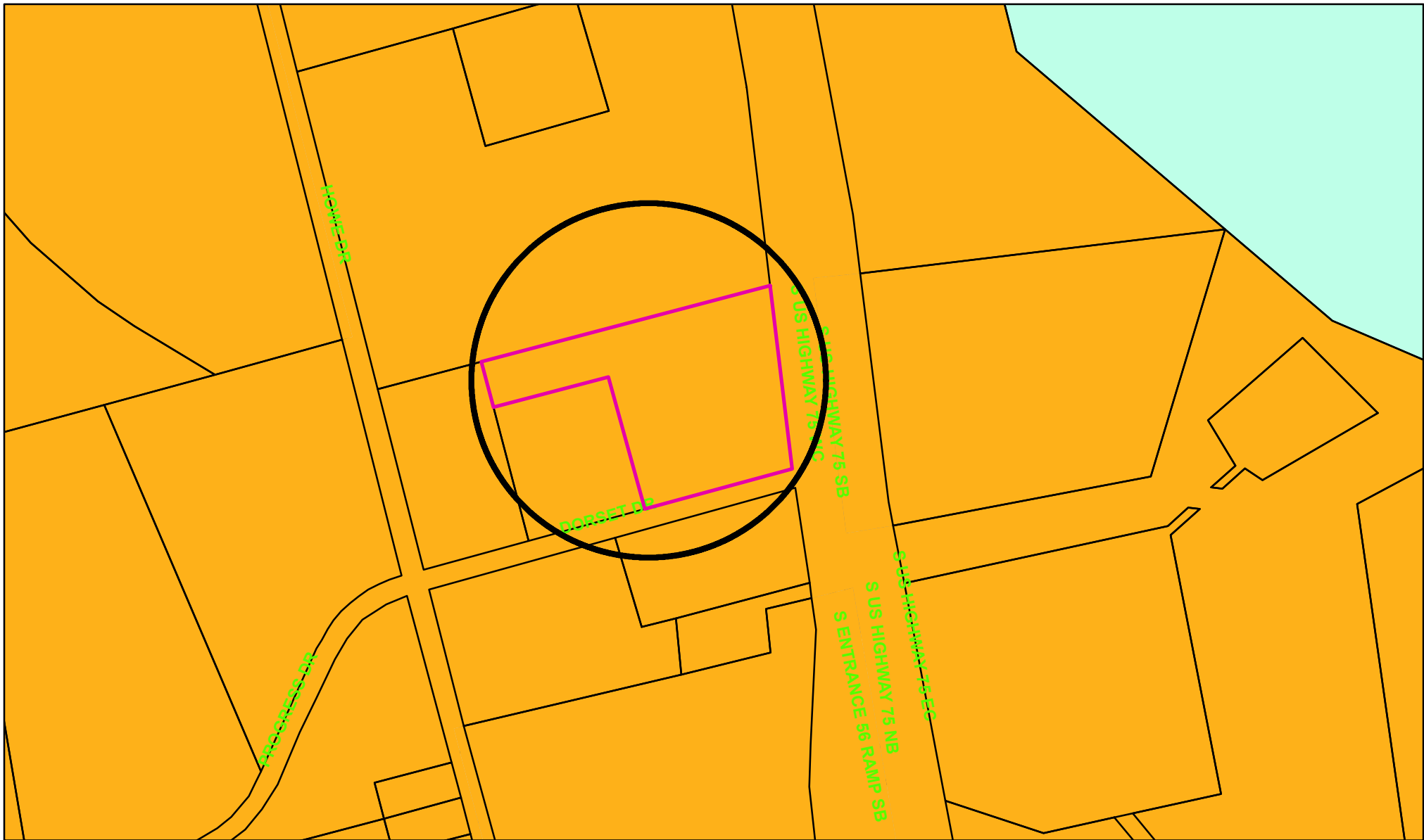
Location Map

Zoning Map

Kaiser Aluminum Addition Lots 1&2

Staff Review Letter

P&Z Communication



Zoning - 4318 South U.S. Highway 75

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District
- Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development



City of Sherman, Texas
Development Services Department



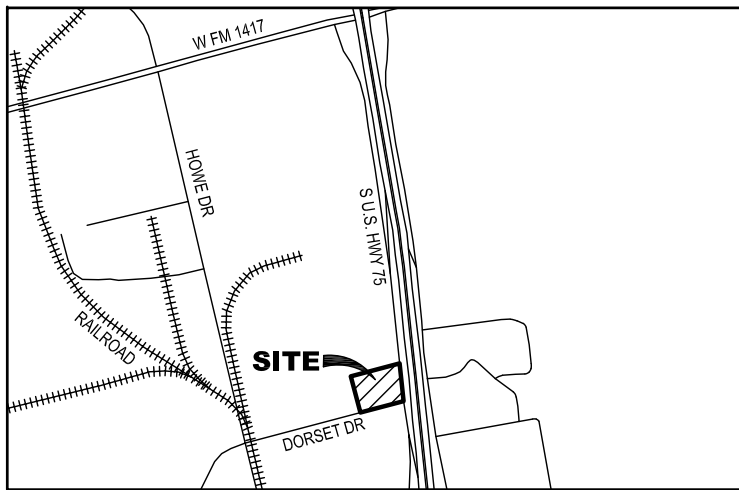
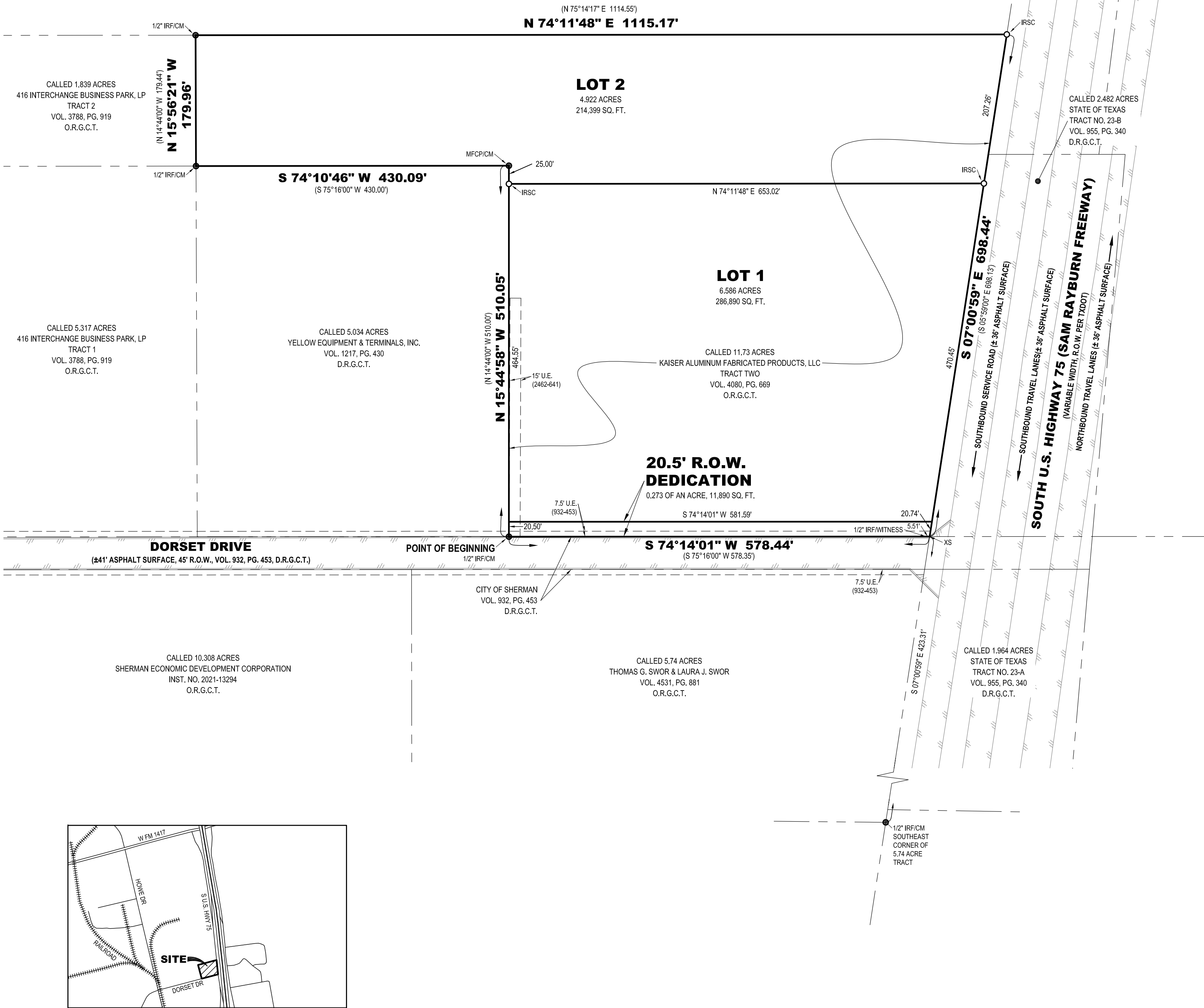
NOT TO SCALE

1 in = 500 ft

0 50 100
GRAPHIC SCALE IN FEET

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998859137.

SHEROD DUNMAN SURVEY
ABSTRACT NO. 329



LEGEND

● FOUND MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
○ SET MONUMENT		
IRSC 1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRF IRON ROD FOUND	INST. NO.	INSTRUMENT NO.
CMF CONCRETE MONUMENT FOUND	VOL. PG.	VOLUME, PAGE
XS "X" SCRIBED IN CONCRETE SET	U.E.	UTILITY EASEMENT
MFCP METAL FENCE CORNER POST		BOUNDARY LINE
CM CONTROLLING MONUMENT		ADJOINER LINE
() DEED OR PLAT CALL		ASPHALT
R.O.W. RIGHT-OF-WAY		EASEMENT

FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0405 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

OWNER/DEVELOPER:
Kaiser Aluminum Fabricated Products, LLC
4300 South U.S. Highway 75
Sherman, TX 75090
Contact: Brant W. Weaver

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

Preston Trail

LAND SURVEYING

TBPLS Firm No.
10194175

Drawn by: BNH
Checked by: GRN

778 W FM 996
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

Scale: 1"=100'
Date: 10/08/2021

Project No. 19-9253.1
Sheet No. 1 of 2

FINAL PLAT
KAISER ALUMINUM ADDITION
LOTS 1 & 2
11.781 ACRES
SHEROD DUNMAN SURVEY, ABSTRACT NO. 329
City of Sherman, Grayson County, Texas

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS KAISER ALUMINUM FABRICATED PRODUCTS, LLC, is the owner of all of that certain tract or parcel of land situated in the Sherod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 11.73 acre tract of land described as Tract Two in the deed to Kaiser Aluminum Fabricated Products, LLC, recorded in Volume 4080, Page 669, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southern-most southwest corner of said 11.73 acre tract, common to the southeast corner of a called 5.034 acre tract of land described in the deed to Yellow Equipment and Terminals, Inc., recorded in Volume 1217, Page 430, Deed Records of Grayson County, Texas, and on the northerly line of a tract of land described in the deed to City of Sherman, recorded in Volume 932, Page 453, said Deed Records, and on the northerly right-of-way line of Dorset Drive;

THENCE North 15°44'58" West, with a westerly line of said 11.73 acre tract, and with the easterly line of said 5.034 acre tract, a distance of 510.06 feet to a metal fence corner post found for a re-entrant corner on the southerly line of said 11.73 acre tract, common to the northeast corner of said 5.034 acre tract;

THENCE South 74°10'46" West, with a southerly line of said 11.73 acre tract, and with the northerly line of said 5.034 acre tract, a distance of 430.09 feet to a 1/2-inch iron rod found for the western-most southwest corner of said 11.73 acre tract, common to the northwest corner of said 5.034 acre tract, and common to the northeast corner of a called 5.317 acre tract of land described as Tract 1 in the deed to 416 Interchange Business Park, LP, recorded in Volume 3788, Page 919, said Official Records, and common to the southeast corner of a called 1.839 acre tract of land described as Tract 2 in said deed to 416 Interchange Business Park, LP;

THENCE North 15°56'21" West, with a westerly line of said 11.73 acre tract, and with the easterly line of said 2.839 acre tract, a distance of 179.96 feet to a 1/2-inch iron rod found for the northwest corner of said 11.73 acre tract, common to the northeast corner of said 1.839 acre tract, and on the southerly line of a called 45.94 acre tract of land described as Tract One in aforesaid deed to Kaiser Aluminum Fabricated Products, LLC (4080-669);

THENCE North 74°11'48" East, with the northerly line of said 11.73 acre tract, and with the southerly line of said 45.94 acre tract, a distance of 1115.17 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northeast corner of said 11.73 acre tract, common to the southeast corner of said 45.94 acre tract, and on the westerly line of a called 3.316 acre tract of land described in the deed to State of Texas, recorded in Volume 955, Page 343, said Deed Records, and on the westerly right-of-way line of South U.S. Highway 75;

THENCE South 07°00'59" East, with the easterly line of said 11.73 acre tract, and with the westerly line of said 3.316 acre tract, and with the westerly line of a called 2.482 acre tract of land described as Tract No. 23-B in the Judgment in favor of State of Texas, recorded in Volume 955, Page 340, said Deed Records, and with the westerly right-of-way line of said South U.S. Highway 75, a distance of 698.44 feet to a to an "X" scribed in concrete set for the southeast corner of said 11.73 acre tract, common to the southwest corner of said 2.482 acre tract, and on the northerly line of aforesaid City of Sherman Tract (932-453), and on the northerly right-of-way line of aforesaid Dorset Drive;

THENCE South 74°14'01" West, with a southerly line of said 11.73 acre tract, and with the northerly line of said City of Sherman (932-453), and with the northerly right-of-way line of said Dorset Drive, passing en route at a distance of 5.51 feet a 1/2-inch iron rod found for witness, and continuing on said course a total distance of 578.44 feet to the POINT OF BEGINNING and enclosing 11,781 acres (513,179 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That KAISER ALUMINUM FABRICATED PRODUCTS, LLC, does hereby adopt this plat designating the hereinbefore described property as KAISER ALUMINUM ADDITION, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: KAISER ALUMINUM FABRICATED PRODUCTS, LLC

By: _____
Brant W. Weaver, Vice President, Strategic Development

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Brant W. Weaver**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.

Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas _____ Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **KAISER ALUMINUM ADDITION**, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION
CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

Chris R. Noah _____ Date _____
Registered Professional Land Surveyor No. 6585

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

FINAL PLAT
KAISER ALUMINUM ADDITION
LOTS 1 & 2
11.781 ACRES
SHEROD DUNMAN SURVEY, ABSTRACT NO. 329
City of Sherman, Grayson County, Texas

Preston Trail

LAND SURVEYING

TBPLS Firm No.
10194175

Drawn by: BNH
Checked by: GRN

778 W FM 996
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

Scale: 1"=100'
Date: 10/08/2021

Project No. 19-9253.1
Sheet No. 2 of 2

OWNER/DEVELOPER:
Kaiser Aluminum Fabricated Products, LLC
4300 South U.S. Highway 75
Sherman, TX 75090
Contact: Brant W. Weaver

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029



STAFF REVIEW LETTER

October 11, 2021

Kaiser Aluminum Addition
Attn: Brant W. Weaver
4300 S. U.S. Hwy. 75
Sherman, TX 75090

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Kaiser Aluminum Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 19, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

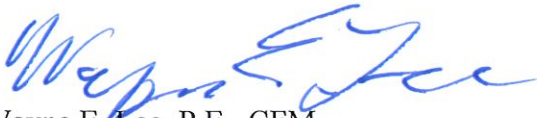
1. Plat must include property to the north of proposed Lot 1 as a separate lot. *Texas Local Government Code, Title 7, Subtitle B, Chapter 232, Subchapter A, Sec. 232.023*
2. Remove direction and Sam Rayburn Freeway from Highway 75 on drawing.
3. Remove direction (South) from U.S. Highway 75 in metes and bounds.
4. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
5. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
6. Dedicate a 25'x25' Right of Way corner clip on Southeast corner of proposed Lot 1. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
7. Dedicate a 10' Utility Easement along Dorsett Drive. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
8. Dedicate a 15' Utility Easement along Highway 75 service road. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
9. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

10. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
11. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,


Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 13.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 4318 SOUTH U.S. HIGHWAY 75**

The request of Kaiser Aluminum Fabricated Products, LLC (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property at 4318 South U.S. Highway 75, being 11.781 acres in the Sherod Dunman Survey, Abstract No. 329, as follows;

Planning and Zoning Commission

Final Plat approval of Kaiser Aluminum Addition, Lots 1&2.

Background:

The property is located at 4318 South U.S. Highway 75, the northwest corner of the Highway 75 access road and Dorset Drive; Kaiser Aluminum was the former tenant. The property is located in the Blalock Industrial Park. An exception and site plan approval for ABC Supply was granted to allow outdoor storage in the front and rear of the building subject to the site plan as presented in lieu of the required rear ½ of the property and shall not be placed on that half of the property adjacent to an existing street (Dorset Drive) in the Blalock Industrial Park at the July 19, 2021 City Council Meeting. The owners would like to plat the property into two lots as a requirement of the site plan approval.

Adjacent Zoning:

Blalock Industrial Park

Origination:

Kaiser Aluminum Fabricated Products, LLC (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Business Park and Research – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

Number of notices mailed:

Not required.

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Kaiser Aluminum Addition Lots 1&2

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 1.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Council Audit Committee (3)

Issue:

Mayor David Plyler, Deputy Mayor Daron Holland, and Council Member Shawn Teamann currently serve on the Council Audit Committee. Their terms expire in November 2021.

Background:

The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE

LENGTH OF TERMS: 1 YEAR

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 11/18/2014	11/2015	1	Council Member
		R 12/8/2015	11/2016	2	
		R 11/21/2016	11/2017	3	
		R 11/21/2017	11/2018	4	
		R 11/19/2018	11/2019	5	
		R 11/19/2019	11/2020	6	
		R 11/17/2020	11/2021	7	
Daron Holland	4	A 11/21/2017	11/2018	1	Council Member
		R 11/19/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
Shawn Teamann	1	A 11/21/2016	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/19/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	

NOTE: Council Member's appointment expires at end of one year.

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 – DECEMBER 23, 1991

1. Number of Members: THREE (3)
2. Term of Appointment: ONE YEAR
3. Consecutive Term Rule: NO RULE
4. Qualifications for Membership: COUNCIL MEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT
5. Appointed by: MAYOR AND CITY COUNCIL MEMBERS
6. Board Organization
CHAIRPERSON ____ VICE CHAIRPERSON ____ SECRETARY ____
ELECTED ____ APPOINTED ____
7. Departmental Responsibility: CITY MANAGER & DIRECTOR OF FINANCE
8. Meeting Date: AS CALLED
9. Attendance Requirements: NONE

=====

RESPONSIBILITIES:

Audit Committee will assist Council and staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the rest of the Council on technical accounting issues.

DUTIES:

Provide input on the selection of external auditors;
Review audit reports;
Provide recommendations to Council on technical accounting matters;
Review the justification for internal audit functions;
All other accounting and financial reviews as directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 2.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Investment Committee (2)

Issue:

Council Member Pam Howeth and former Council Member Sandra Melton currently serve on the City's Investment Committee. Their terms expire in November 2021.

Background:

The Investment Committee provides guidance on investment matters for the City and annually approves updates to the Investment Policy and the list of authorized brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Investment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Roster

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Sandra Melton	1	A 11/20/2018 R 11/19/2019 R 11/17/2020	11/2019 11/2020 11/2021	1 2 3	Council Member
Pam Howeth	3	U 8/1/2016 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2016 11/2017 11/2018 11/2019 11/2020 11/2021	0 1 2 3 4 5	Council Member
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Robby Hefton				NA	City Manager

NOTE: Council Member's appointment expires at end of term of elected office.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 3.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Reinvestment Committee (2)

Issue:

Council Member Willie Steele and Council Member Josh Stevenson currently serve on the City's Tax Reinvestment Committee. Their terms expire in November 2021.

Background:

The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments

Roster

MEMBERSHIP ROSTER

TAX REINVESTMENT COMMITTEE

LENGTH OF TERMS: One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/21/2017	11/2018	1	Sherman Council Member Voting Member
		R 11/20/2018	11/20/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
Willie Steele	1	A 11/21/2017	11/2018	1	Sherman Council Member Voting Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	

NOTE: Two (2) Council Members are appointed to this committee.

There are also two Grayson County Members, two Grayson College Members, and two SISD Members

Both SISD Members are Non-Voting Members and are eligible to vote for chairman only

CITY STAFF: Robby Hefton, City Manager

Revised 11/19/2020



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 4.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #1 (3)

Issue:

Mayor David Plyler, Council Member Shawn Teamann, and former Council Member Sandra Melton currently serve on the City's Tax Increment Financing Board #1. Their terms expire in November 2021.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number One. TIF Zone Number One incorporates essentially all of the Sherman Town Center, on the west side of U.S. Highway 75 and south of Loy Lake Road.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #1.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #1

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Sandra Melton	1	A 11/20/2018 R 11/19/2019 R 11/17/2020	11/2019 11/2020 11/2021	1 2 3	Council Member
Shawn Teamann	1	A 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2017 11/2018 11/2019 11/2020 11/2021	1 2 3 4 5	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020 11/2021	1 2 3 4 5 6 7 8 9 10	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #1

Established by ORDINANCE 5095 – JANUARY 20, 2003

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number One.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 5.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #2 (3)

Issue:

Mayor David Plyler, Deputy Mayor Daron Holland, and Council Member Pam Howeth currently serve on the City's Tax Increment Financing Board #2. Their terms expire in November 2021.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Two. TIF Zone Number Two is comprised of the Central Business District and an area to the north of the district.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #2

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Pam Howeth	3	A 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2018 11/2019 11/2020 11/2021	1 2 3 4	Council Member
Daron Holland	4	A 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2018 11/2019 11/2020 11/2021	1 2 3 4	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020 11/2021	1 2 3 4 5 6 7 8 9 10	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 6.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #3 (3)

Issue:

Mayor David Plyler, Council Member Pam Howeth and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #3. Their terms expire in November 2021.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Three. TIF Zone Number Three is comprised of the Sherman Commons development and portions of Loy Lake Road.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #3.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #3

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/20/2018 R 11/19/2019 R 11/17/2020	11/2019 11/2020 11/2021	1 2 3	Council Member
Pam Howeth	3	A 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2017 11/2018 11/2019 11/2020 11/2021	1 2 3 4 5	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020 11/2021	1 2 3 4 5 6 7 8 9 10	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #3

Established by ORDINANCE 5424 – NOVEMBER 6 , 2006

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 7.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #5 (3)

Issue:

Mayor David Plyler, Council Member Shawn Teamann, and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #5. Their terms expire in November 2021.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Five. TIF Zone Number Five is located at the northwest intersection of U.S. Highway 75 and F.M. 1417 (Heritage Parkway), and is known as Sherman Crossroads.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #5.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #5

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017	11/2017	1	Mayor
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
Josh Stevenson	2	A 11/20/2018	11/2019	1	Council Member
		R 11/19/2019	11/2020	2	
		R 11/17/2020	11/2021	3	
Shawn Teamann	1	A 5/2/2017	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #5

Established by ORDINANCE 6010 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 8.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #6 (3)

Issue:

Mayor David Plyler, Council Member Josh Stevenson and Council Member Pam Howeth currently serve on the City's Tax Increment Financing Board #6. Their terms expire in November 2021.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Six. TIF Zone Number Six is located south of the intersection of U.S. Highway 75 and F.M. 691.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #6.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #6

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017	11/2017	1	Mayor
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
Pam Howeth	3	A 5/2/2017	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
Josh Stevenson	2	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #6

Established by ORDINANCE 6011 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SIX
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Six.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 9.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Tax Increment Financing Board #7 (3)

Issue:

Mayor David Plyler, Deputy Mayor Daron Holland, and Council Member Pam Howeth currently serve on the City's Tax Increment Financing Board #7. Their terms expire in November 2021.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone Number Seven. TIF Zone #7 encompasses the southeast corner of U.S. Highway 75 and F.M. 1417, includes approximately 300 acres, and includes the Legacy Village and Bel Air Village developments.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #7.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #7

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 12/5/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2018 11/2019 11/2020 11/2021	1 2 3 4	Mayor
Pam Howeth	3	A 12/5/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2018 11/2019 11/2020 11/2021	1 2 3 4	Council Member
Daron Holland	4	A 12/5/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020	11/2018 11/2019 11/2020 11/2021	1 2 3 4	Council Member
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #7

Established by RESOLUTION 6301 – NOVEMBER 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Seven.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

L. 10.

Meeting Date: 11/15/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Animal Control Advisory Committee (1)

Issue:

Originally, Council Member Sandra Melton was appointed to serve as the City Council representative on the Animal Control Advisory Committee. Ms. Melton is no longer a member of the City Council and needs to be replaced on the Board. The appointment will be to fill an unexpired term until March 17, 2023.

Background:

The Texas Health and Safety Code, Section 823.005, requires that the City establish and maintain an Advisory Committee to assist the City's Animal Control Department in carrying out its duties. On February 12, 2020, the City Council approved Resolution No. 6593, creating the Animal Control Advisory Committee. The purpose of this Committee is to serve in an advisory capacity to assist the City's Animal Control Department in compliance with city and state regulations concerning the operation of the City's Animal Control facility; to assist the City in communicating awareness to the citizens of Sherman regarding the services, procedures, and compliance with state regulations concerning the operation of animal shelters and coordinating review of programs and services to make recommendations for improvements in those programs and services to better serve the community.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to consider the appointment of a Council representative to the Animal Control Advisory Committee.

Alternatives:

No alternatives are recommended.

Attachments

Roster

Fact Sheet

MEMBERSHIP ROSTER

ANIMAL CONTROL ADVISORY COMMITTEE

LENGTH OF TERMS: 3 Years

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Dr. Ken Lawrence		A 2/2/2021	2/2/2024		Licensed Veterinarian
Sandra Melton		A 3/17/2020	3/17/2023		Municipal Official
Morgan Simpson		A 3/17/2020	3/17/2023		Animal Services Supervisor
Stephanie Phillips	n/a	A 3/17/2020	3/17/2022	1	Animal Welfare Organization
Kyle Wiser	1	A 3/17/2020	3/17/2022	1	Sherman Citizen
Amber Doan	3	A 3/17/2020	3/17/2022	1	Sherman Citizen
Aaron Jason Bucy	4	A 10/5/2021	10/5/2024	1	Sherman Citizen
Mignon Plyler	4	A 3/17/2020 R 3/17/2021	3/17/2021 3/17/2024	0 1	Sherman Citizen

NOTE:

Officers		Term Begins	Term Expires
Chairman	Kyle Wiser	3/17/2020	3/17/2022
Vice Chairman	Stephanie Phillips	3/17/2020	3/17/2022

FACT SHEET

ANIMAL CONTROL ADVISORY COMMITTEE

Established by RESOLUTION 6593 – FEBRUARY 12, 2020

1. Number of Members: EIGHT (8)
2. Term of Appointment: THREE (3) YEARS
3. Consecutive Term Rule: TWO FULL TERMS
4. Qualifications for Membership: COMPRISED OF 8 MEMBERS, AS FOLLOWS: 1 LICENSED VETERINARIAN; 1 MUNICIPAL OFFICIAL; 1 SHERMAN ANIMAL SERVICES SUPERVISOR; 1 REPRESENTATIVE FROM AN ANIMAL WELFARE ORGANIZATION; AND 4 SHERMAN CITIZENS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED
7. Departmental Responsibility: POLICE CHIEF
8. Meeting Date: ROUTINELY, BASED ON ADOPTED MEETING SCHEDULE, AT LEAST QUARTERLY
9. Attendance Requirements: IF A MEMBER IS ABSENT 33% OF THE REGULARLY SCHEDULED MEETING IN A CALENDAR YEAR, REGARDLESS OF EXCUSED OR NOT, (SPECIAL EXCEPTIONS MAY BE MADE – SEE BY-LAWS)

=====

PURPOSE:

Committee is a citizen's committee to the City Council, created to assist the City in communicating awareness to the citizens of Sherman, regarding the services, procedure, and compliance with State regulations concerning the operation of animal shelters and coordinating review of programs and services to better serve the community.

RESPONSIBILITIES:

- (1) Assist in the development of Animal Services' mission and policies;
- (2) Review and recommend long-range planning and budgeting for Animal Services;
- (3) Provide research, guidance, advice, sponsor reports and contribute information relevant to Animal Services program development, policies and procedures;
- (4) Serve as liaisons to the community, increasing support and awareness of Animal Services and assisting in the resolution of citizen concerns, issues, and grievances



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 11/15/2021

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2021 Council Calendar

2021

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	City Council Called Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
1/19/2021	Rescheduled - Martin Luther King, Jr. Day
4/23/2021	Called Budget Planning Meeting
5/27/2021	Called Capital Improvement Program Work Session
7/6/2021	Rescheduled - Independence Day
9/7/2021	Rescheduled - Labor Day
9/14/2021	Called Joint Meeting w/SEDCO Board of Directors
11/10/2021	Called Meeting - Canvass of Election Returns