Duncanville City Council Meeting Agenda

City Council Briefing Room and City Council Chamber
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, February 20, 2024
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, February 20, 2024 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

Due to limited seating in council chambers, persons or participants may participate by live broadcast via Swagit in order to maintain safe social distance as provided in this notice.

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, February 20, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, February 20, 2024
- First Name, Last Name, and Address

Page

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Council to receive a briefing on possible contract proposal to assist with Energov implementation. 5

Entergov Implementation

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas. 6 - 7

Executive Session real property

2. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to Deliberate the Sale, Exchange, Lease or Value of the Duncanville Fieldhouse, and pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding the same. 8

Executive Session

3. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter regarding economic development, and, pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney on the same topic. 9

Executive Session

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER
INVOCATION
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

The Mayor's Report, the Councilmembers' Reports, and the City Manager's Report are informational only. There is no Council deliberation or action taken on any of these items.

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

A. Consider the Minutes for the February 6, 2024, City Council Regular Meeting. 10 - 16

City Council - 06 Feb 2024 - Minutes

B. Consider a resolution to accept the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and its Affiliated Debtors and Proxy for Voting on Scheme of Arrangement of Endo International PLC; and, authorizing the City Manager to cast a ballot accepting the plan and appointing the Chairperson as special proxy to vote in favor of the scheme at the relevant scheme meeting and any adjournment thereof; and, providing for an effective date. 17 - 69

Endo International Opioid Claim

C. Consider a resolution to accept and deposit awarded federal and state asset forfeiture funds. 70 - 72

Accepting awarded Asset Forfeiture Funds

D. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to 1703 Main Realty, LLC, in an amount not to exceed 73 - 92

$209,500.00 for a building located at 1703 S Main Street, Duncanville, Texas, 75137.

DCEDC Design Incentive Grant-1703 Main Realty, LLC - Pdf

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Take any necessary action as a result of the Executive Session.

B. Consider an Ordinance of the City of Duncanville, Texas, adopting Chapter IV A Native Landscape Ordinance. 93 - 109

Native Landscape Ordinance

6. STAFF AND BOARD REPORTS

A. Receive the Monthly Financial Report as of December 31, 2023. 110 - 154

Receive the Monthly Financial Report as of December 31, 2023

B. Present the Police Department's Quarterly Report. 155 - 169

Police Quarterly Report

C. Receive the Fiscal Year 2023-2024 First Quarter Investment Report as of December 31, 2023. 170 - 179

FY2024 Q1 Investment Report as of December 31, 2023

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, February 15, 2024 by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Chiquita Taylor, City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
Council to receive a briefing on possible contract proposal to assist with Energov implementation.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
The City has purchased Energov to provide better integration across all departments.

POLICY EXPLANATION:
In order to properly implement Energov it may be necessary to contract with a consultant that specializes in these implementations.

FUNDING SOURCE:

ORG and Object Number
To be determined

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$100,000 to $200,000	$0.00

ACTION ALTERNATIVES:
1. Council to provide feedback on implementation.
2. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to Deliberate the Sale, Exchange, Lease or Value of the Duncanville Fieldhouse, and pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding the same.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
Executive session.

POLICY EXPLANATION:
Executive session.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Reconvene into open session to take any necessary action as a result of executive session.

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter regarding economic development, and, pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney on the same topic.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Robert Hager, City Attorney

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter regarding economic development, and, pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney on the same topic.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter regarding economic development, and, pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney on the same topic.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
1. Take any necessary action as a result of executive session.

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, February 6, 2024

CALL TO ORDER
A regular meeting of the Duncanville City Council was called to order on Tuesday, February 6, 2024, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:
Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into the record, and City Manager Doug Finch reviewed each item.

2. CITY COUNCIL CALENDAR

City Secretary Chiquita Taylor reviewed the council calendar.

3. BRIEFINGS / PRESENTATIONS

In the interest of time, Mayor Gordon moved the executive session to the end of the meeting.

The briefing Session was adjourned at 6:58 p.m.

A. ***Council to receive a presentation from iChoosr regarding their Texas Solar Switch and Texas Power Switch programs.***
Presented by Fred Woo with iChoosr. Mayor Gordon, Councilmember McBurnett, and Mayor Pro Tem Contreras stated they did not think the city should be endorsing an outside business such as this.

B. ***Council to discuss and deliberate proposed amendments to the Rules of Procedure.***
Mayor Gordon and Councilmember McBurnett stated they would like to table this item.

C. ***Finance Department to provide Council with an update on the progress of completing the FY22 audit.***
Chief Financial Officer Richard Jackson presented this item. He stated we are continuing to move forward with the FY22 audit. As of last week, we have received the draft audit report from McConnell Jones. The only items outstanding from the city are the statements and supporting documents. There are no other outstanding items related to the testing. We will be leaning on the company to get a firm target date for the completion of the audit.

EXECUTIVE SESSION

The Executive Session convened at 9:34 p.m. and Mayor Gordon read the item into record.

Mayor Gordon closed the Executive Session at 10:39 p.m.

1. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Government Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.***

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. or immediately following the 6:00 pm Work Session/Briefing)

The City Council convened into Regular Session in the Council Chambers at 7:08 p.m. with Mayor Gordon presiding.

Police Chaplain Moises Ruiz delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. **REPORTS**

   A. ***Mayor's Report.***
   Mayor Gordon stated Dallas Regional Mobility Coalition is discussing electric vehicles and charging stations. He will give an update as more information is gathered. He stated we are looking at drowns being used for delivery systems in the area.

   B. ***Councilmembers' Reports***
   Councilmember Gooden acknowledged the Arts Commission and the upcoming items they have planned. Councilmember Koontz thanked citizens for reaching out to staff and council and Code Compliance officers for giving suggestions for changes to get in compliance.
   Councilmember McBurnett announced the District 2 neighborhood meeting is tomorrow night. He read a letter submitted to the council from the Managing Director of Development Services, Gus Garcia, regarding his resignation.

   C. ***City Manager's Report.***

   Councilmember Jeremy Koontz made a motion to extend his three-minute time for the city manager's report, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for and 0 against.

   Mr. Finch recognized Fire Chief Sam Rohde and Assistant Fire Chief Greg Chase on receiving the temporary certificate of occupancy for the new Fire Station. He also recognized Director of Parks and Recreation Bart Stevenson on the upcoming opening of the Kidsville playground.

   Mr. Finch then introduced Interim Police Chief Matt Stogner to present the following awards:

   Life-saving Awards to police officers, Andrew Paczocha, Michael Hankins, Ashley Garcia, Rocio Vazquez, Roger Hernandez, and Luis Alvidrez.
   Police Shields Awards to officers Jordan Sherman and Fares Acosta
   Medal of Valor to officers Jordan Sherman, Fares Acosta, and Esmeralda Pineda

2. **PROCLAMATIONS AND PRESENTATIONS**
   None

3. **CITIZENS' INPUT**

   “Pursuant to Section 551.007 of the Texas Gov’t Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law”

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on _
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – _
- First Name, Last Name, and Address

Mayor Gordon read the item into the record. The following spoke during the Citizens Input Period:

Emily Bridges
418 Oleander
Native landscape Ordinance

Patricia Ebert
115 S Greenstone
Native pollinator gardens

Marci Buck
1310 Green Hills Rd
Native pollinator gardens

Trish Rosito
1700 S, Main St.
Duncanville Fieldhouse management

Christina Liu
434 Blue Ridge
Government transparency

Homer Fincannon
546 Wind River Dr.
Multi-Cultural Commission; election oversight

Mark Graham
410 Santa Fe Trail
Ladd Preserve

Justin Edwards
226 Mizell St.
Native landscape ordinance

Jennifer Porter
1210 Lansdale Dr.
email: Duncanville Fieldhouse management

Melissa Cannon
DeSoto, TX
email: Duncanville Fieldhouse management

Bonnie Espree
1319 Briarmeade
Permitting system

4. CONSENT AGENDA

Mayor Gordon requested the City Secretary read the Consent Agenda Items.

A. ***Consider the Minutes for the January 9, 2024 City Council Regular Meeting.***

B. ***Council to consider a resolution confirming the City Manager's appointment of Matthew Stogner as the Interim Police Chief.***

C. ***Consider a Resolution approving a five (5) year contract with Lexipol for annual policy management, daily training bulletins, accreditation workbench, and the online PoliceOne Academy training platform in an amount not to exceed $124,960.21.***

Mayor Pro Tem Contreras asked about the expenditures for Lexipol and what it entails. Interim Police Chief Stogner reviewed the expenditures for the item.

D. ***Consider a Resolution approving a five (5) year contract with Flock, Inc. for the maintenance and monitoring of automated license plate recognition (ALPR) cameras in an amount not to exceed $75,000.00.***

E. ***Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with RDO Equipment Co. for the purchase of a John Deere backhoe through Sourcewell 011723-JDC in the expenditure amount of $147,220.00.***

F. ***Consider a Resolution authorizing a final contract renewal with Micro Systems via sole source procurement for the continuation of repairs and maintenance of the existing SCADA system for the water and wastewater system in an amount not to exceed $30,000.00.***

G. ***Consider a Resolution authorizing an agreement with Macaulay Controls Company for preventative maintenance, calibrations, and as-needed repairs to the City's chemical injection equipment installed at city-owned water storage facilities via sole source procurement for a one-year term, with the option to renew up to four additional one-year terms for a total contract not to exceed five years, in an estimated annual amount of $20,000.00 for fiscal years 24 through 28, for a total contract amount not to exceed $100,000.00, subject to the exercise of a contract renewal and City Council appropriation.***

H. ***Consider a Resolution awarding a bid and authorizing a contract with Southwest International Trucks, Inc. for the purchase of fleet parts and the repair of International vehicles through BuyBoard Contract 723-23 for a one-year term, with the option to renew for up to four additional one-year terms, in an estimated total contract amount not to exceed $120,000.00, subject to the exercise of a contract renewal and City Council appropriation.***

I. ***Consider a Resolution awarding a bid and authorizing a contract with Mac Haik Ford for the purchase of fleet parts and Ford vehicle repair services through Sourcewell Contract 101520-FMC for a one-year term, with the option to renew up to four additional one-year terms, for a total contract not to exceed five years, in an estimated FY24 amount of $66,000.00, an estimated FY25 amount of $69,300.00, an estimated FY26 amount of $72,600.00, an estimated FY27 amount of $75,900.00, and an estimated FY28 amount of $79,200.00, for a total contract amount not to exceed $363,000.00, subject to the exercise of a renewal and Council appropriation.***

J. ***Consider a Resolution awarding a bid and authorizing a contract with Chuck Fairbanks Chevrolet for the purchase of fleet parts and the repair of Chevrolet vehicles through Sourcewell Contract 101520-GNL for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract not to exceed five years, in an estimated total contract amount not to exceed $330,000.00, subject to the exercise of a contract renewal and City Council appropriation.***

K. ***Consider a Resolution awarding a bid and authorizing a contract with Associated Supply Co., Inc. for the purchase of equipment parts and the repair of Case equipment through BuyBoard Contract 685-22 for a one-year term, with the option to renew up to four additional one-year terms,***

in an estimated contract amount not to exceed $275,000.00, subject to the exercise of a contract renewal and City Council appropriation.

L. ***Consider a Resolution awarding RFB 23-0008 Softwood Drive Sanitary Sewer Aerial Crossing Repair construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of $1,339,121.10 and an additional appropriation of $133,912.11 as a project contingency for a total amount not to exceed $1,473,033.21.***

M. ***Consider a Resolution authorizing a Professional Services Agreement with Freese and Nichols for Stormwater Management Program consulting services for a one-year term in an amount not to exceed $15,540.00.***

Councilmember Gooden requested Interim Managing Director of Operations Jacqueline Colton explain the Stormwater Management Program for the public.

N. ***Consider a Resolution authorizing execution of Change Order No.1 in amount of $5,962.00 for T.F. Harper Contract No. 3230099 for additional construction services to complete the improvements in the Armstrong Park project for a total contract amount of $704,541.76.***

O. ***Consider a Resolution authorizing execution of Change Order No.1 in the amount of $12,733.05 and Change Order No. 2 in the amount of $19,747.75 for Kraftsman Contract No. 3230098 for additional construction services to complete the improvements in the Armstrong Park project for a total contract amount of $2,144,613.80.***

Mayor Gordon clarified that Change Order No. 1 is a ratification and Change Order No. 2 is an addition.

P. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to 1703 Main Realty, LLC, in an amount not to exceed $209,000.00 for a building located at 1703 S Main Street, Duncanville, Texas, 75137.***

Councilmember Koontz requested this item be moved to individual consideration. This will be item 5D.

Q. ***Consider a Resolution authorizing the approval of a professional services contract agreement with Placer.ai for the location tracking data analytics software via professional services procurement.***

Councilmember Koontz requested this item be moved to individual consideration. This will be item 5E.

R. ***Consider a Resolution authorizing the approval of a professional services contract agreement with Create Atelier for the architectural and interior design services via professional services procurement, contingent on the drafting of a contract; as to form by the City Attorney.***

Mayor Pro Tem Contreras requested this item be moved to individual consideration. This will be item 5F.

Councilmember Don McBurnett made a motion to approve the consent items A - O as stated, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ***Take any necessary action as a result of the Executive Session.***

No action taken.

B. ***Consider a Resolution ordering the May 4, 2024 General and Special Election***

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

C. ***Consider an Ordinance of the City of Duncanville, Texas, adopting Chapter IV A Native Pollinator Garden.***

Mayor Barry L. Gordon made a motion to table this item, Councilmember Joe Veracruz seconded the motion. The vote was cast 4 for and 3 against (Councilmember Don McBurnett, Councilmember Jeremy Koontz, and Mayor Pro Tem Greg Contreras).

D. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to 1703 Main Realty, LLC, in an amount not to exceed $209,000.00 for a building located at 1703 S Main Street, Duncanville, Texas, 75137.***

Gus Garcia presented this item. Councilmember Koontz asked Mr. Garcia to speak on the business grant. Mr. Garcia stated this is an expansion grant to improve and expand the business to include a restaurant. Mayor Pro Tem Contreras asked about the DCEDC vote on this item. Mr. Garcia stated this item was approved unanimously on the condition of the addition of a restaurant. Councilmember Gooden stated she would like to see a regional restaurant included in this incentive grant. She also supports providing expenditures for the expansion. Mayor Gordon stated he would like to have an option of a regional or national restaurant in this location instead of limiting it to regional. Mayor Pro Tem Contreras stated he would like to make sure the applicant is using their funds to make improvements to the property. Councilmember McBurnett stated this is our gateway to the city, and he would like something adequate for the location.

Councilmember Don McBurnett made a motion to table this item, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

E. ***Consider a Resolution authorizing the approval of a professional services contract agreement with Placer.ai for the location tracking data analytics software via professional services procurement.***

Gus Garcia presented this item. Councilmember Koontz asked how the program would be used. Mr. Garcia stated the program would be used to track attendance at events as well as how many people are visiting restaurants and businesses when in the area attending an event. Councilmember Gooden asked how detailed the tracking system is. Mr. Garcia stated the company subscribes to over three hundred applications to track locations to gather the information. The information is anonymous and does not track the individual.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against.

F. ***Consider a Resolution authorizing the approval of a professional services contract agreement with Create Atelier for the architectural and interior design services via professional services procurement, contingent on the drafting of a contract; as to form by the City Attorney.***

Gus Garcia presented this item. Mayor Gordon asked about the cost associated with this item, as no costs were submitted. Mr. Garcia stated the cost is based on use. This would be tied to our budget cost of $80,000. City Attorney Hager stated we can require that work orders be submitted for approval.

Councilmember Don McBurnett made a motion to approve this item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 5 for, 2 against (Councilmember Jeremy Koontz and Mayor Pro Tem Greg Contreras).

6. STAFF AND BOARD REPORTS

A. ***Receive the Monthly Financial Report as of November 30, 2023.***

Jennifer Otey, Budget and Grants Administrator presented this item.

Mayor Gordon recessed the regular session at 9:30 p.m. to convene into executive session.

Mayor Gordon reconvened the regular session at 10:41 p.m.

ADJOURNMENT

The meeting was adjourned at 10:41 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
Consider a resolution to accept the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and its Affiliated Debtors and Proxy for Voting on Scheme of Arrangement of Endo International PLC; and, authorizing the City Manager to cast a ballot accepting the plan and appointing the Chairperson as special proxy to vote in favor of the scheme at the relevant scheme meeting and any adjournment thereof; and, providing for an effective date.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Robert Hager, City Attorney

BACKGROUND/HISTORY:
The City of Duncanville is a holder of a claim against Endo International, plc, as part of an opioid settlement. A committee was established under a Joint Chapter 11 reorganization plan to provide the committee's recommendation regarding the plan.

POLICY EXPLANATION:
The committee recommends that the City cast a ballot approving the reorganization plan and to appoint the committee's Chairperson as its proxy at a scheme meeting to vote in favor of the scheme. The deadline for the City Manager to submit the ballot, which can be done electronically, is February 22.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
1. Adopt the resolution.
2. Do not adopt the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
Joint Ballot
Cover Letter and Recommendation of the Debtors
OCC's Letter to Opioid Claimants

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**

JOINT (I) BALLOT FOR VOTING TO ACCEPT OR REJECT THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS AND (II) PROXY FOR VOTING ON SCHEME OF ARRANGEMENT OF ENDO INTERNATIONAL PLC

CLASS 6(B) – LOCAL GOVERNMENT OPIOID CLAIMS

IF YOU ARE A HOLDER OF A CLASS 6(B) LOCAL GOVERNMENT OPIOID CLAIM, PLEASE NOTE THE FOLLOWING IMPORTANT POINTS:

- **SUBMITTING A BALLOT DOES NOT AFFECT YOUR ABILITY TO PARTICIPATE IN YOUR STATE OR TERRITORY'S OPIOID ABATEMENT PROGRAMS, INCLUDING IN SUCH PROGRAMS FUNDED FROM THE PUBLIC OPIOID TRUST, TO THE EXTENT APPLICABLE TO LOCAL GOVERNMENTS.**
- **ONLY HOLDERS OF CLASS 6(A) STATE OPIOID CLAIMS THAT VOTE IN FAVOR OF THE PLAN WILL BE ABLE TO PARTICIPATE IN THE PUBLIC OPIOID TRUST.**
- **PLEASE REVIEW THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS AND OPTIONS BEGINNING AT ITEM 2 OF THIS BALLOT PRIOR TO DECIDING WHETHER TO OR HOW TO VOTE ON THE PLAN.**

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE EMAIL THE SOLICITATION AGENT AT ENDOINFO@RA.KROLL.COM (WITH "ENDO SOLICITATION INQUIRY" IN THE SUBJECT LINE) OR CALL THE SOLICITATION AGENT AT: (877) 542-1878 (U.S. / CANADA, TOLL-FREE); +1 (929) 284-1688 (INTERNATIONAL, TOLL). YOU MAY ALSO CONTACT THE

[1] The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/Endo. The location of the Debtors' service address for purposes of these chapter 11 cases is: 1400 Atwater Dr, Malvern PA 19355.

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OPIOID CLAIMANTS' COMMITTEE WITH ANY QUESTIONS AT ENDOCREDITORINFO@AKINGUMP.COM.

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT. THIS BALLOT IS BEING SENT TO YOU TO SOLICIT YOUR (I) VOTE ON THE DEBTORS' PLAN OF REORGANIZATION AND APPOINT A SPECIAL PROXY TO VOTE ON THE SCHEME OF ARRANGEMENT AND (II) ELECTION WITH RESPECT TO CERTAIN RELEASES CONTAINED IN ARTICLE X OF THE DEBTORS' PLAN OF REORGANIZATION.

IF YOU ARE A HOLDER OF AN ALLOWED CLASS 6(B) LOCAL GOVERNMENT OPIOID CLAIM, PLEASE COMPLETE, EXECUTE, AND RETURN THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED BY KROLL RESTRUCTURING ADMINISTRATION LLC (THE "SOLICITATION AGENT" OR "KROLL") BY OR BEFORE 4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024 (THE "VOTING DEADLINE"). DO NOT RETURN THIS BALLOT TO THE DEBTORS.

IF THE DEBTORS' PLAN OF REORGANIZATION IS CONFIRMED BY THE BANKRUPTCY COURT AND THE DEBTORS' SCHEME OF ARRANGEMENT IS SANCTIONED BY THE HIGH COURT OF IRELAND, BOTH WILL BE BINDING ON YOU WHETHER OR NOT YOU HAVE VOTED TO ACCEPT OR REJECT EITHER ONE. IF YOU DO NOT MAKE THE PROPER ELECTION WITH RESPECT TO CERTAIN RELEASES CONTAINED IN ARTICLE X OF THE DEBTORS' PLAN OF REORGANIZATION, THE RELEASES WILL BE BINDING ON YOU.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS ENCLOSED WITH THIS BALLOT.

Endo International plc ("Endo Parent") and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") are soliciting votes to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*, dated January 9, 2024 [Docket No. 3535] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Plan")[2] as set forth in the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors*, dated January 16, 2024 [Docket No. 3554] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Bankruptcy Court has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on January 12, 2024 [Docket No. 3549] (the "Disclosure Statement Order").

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan, Disclosure Statement, Disclosure Statement Order, Scheme Circular (each as defined herein), or the Solicitation and Voting Procedures (as defined in the Disclosure Statement Order), as applicable.

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Entry of the Disclosure Statement Order does not indicate approval of the Disclosure Statement on a final basis or confirmation of the Plan by the Bankruptcy Court.

Endo Parent is concurrently proposing a "scheme of arrangement" under Part 9 of the Irish Companies Act 2014 (the "Scheme") which will implement certain terms of the Plan in Ireland and affects your rights. The High Court of Ireland (the "Irish High Court") has approved a Scheme Circular (the "Scheme Circular") describing the terms of the Scheme, including who it applies to, how it interacts with the Plan, and how to vote to approve or reject the Scheme. Votes in respect of the Scheme will be cast at the Scheme Meetings, which will be held on March 7, 2024, as set out in the Scheme Circular and the Notices of the Scheme Meetings.

You are receiving this Ballot because our records indicate that you are, as of the Voting Record Date (close of business on January 2, 2024), a holder of a Class 6(B) Local Government Opioid Claim against the Debtors. Accordingly, you have the right to (i) vote to accept or reject the Plan, (ii) vote at the relevant Scheme Meeting (in person or by proxy) to accept or reject the Scheme, and (iii) if applicable, make an election (the "Release Election") regarding the Non-GUC Releases contained in Section 10.3 of the Plan (the "Releases") as provided in Item 2 below on account of your Class 6(B) Local Government Opioid Claim. You may submit a vote in respect of the Plan, submit a proxy in respect of the Scheme, and make your Release Election as provided at Item 2 below.

You are only required to vote once in respect of the Plan and the Scheme, and you may use this Ballot to submit both a vote in respect of the Plan and a proxy in respect of the Scheme.

For the purpose of the Scheme, the Voting Record Date for General Unsecured Scheme Creditors will be February 22, 2024 (the Voting Deadline under the Plan) (the "General Unsecured Scheme Voting Record Date"). As indicated above, you have received this Ballot and the accompanying Solicitation Package because our records indicate that you are, as of the Voting Record Date under the Plan, a holder of a Class 6(B) Local Government Opioid Claim and therefore are a General Unsecured Scheme Creditor. If you transfer or assign your Claim between the Voting Record Date and the General Unsecured Scheme Voting Record Date, you will not be entitled to attend or vote at the General Scheme Creditors' Meeting. You will remain entitled to vote on the Plan if you are a holder of a Class 6(B) Local Government Opioid Claim as of the Voting Record Date under the Plan. You should submit your vote in respect of the Plan in accordance with the Solicitation and Voting Procedures, but any vote in relation to the Scheme will not be counted for purposes of the Scheme to the extent there has been a valid transfer or assignment of the applicable Claim prior to the General Unsecured Scheme Voting Record Date.

The transferee or assignee of a relevant Claim transferred or assigned after the Voting Record Date, but prior to the General Unsecured Scheme Voting Record Date, will be entitled to vote on the Scheme at the General Scheme Creditors' Meeting, and to receive any distribution or consideration in respect of that relevant Claim. In order to do so, the transferee or assignee should contact the Solicitation Agent at endoballots@ra.kroll.com to request and obtain a Scheme Voting Form.

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IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 6(B)

As described in more detail in the Disclosure Statement and the Plan, if the Plan is confirmed and the Effective Date occurs, each holder of an Allowed Class 6(B) Local Government Opioid Claim shall receive the following treatment:

> On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, holders of Local Government Opioid Claims shall be eligible to receive distributions from their respective State in accordance with such State's opioid abatement programs, subject to the laws and agreements of such State and such State's opioid abatement programs. For the avoidance of doubt, the treatment provided with respect to this Class 6(B) shall not prevent any Local Government from participating in its respective State's opioid abatement programs as provided by and in accordance with applicable State law and agreements, regardless of whether such Local Government filed a Local Government Opioid Claim and/or voted to accept or reject the Plan.

PLEASE SEE EXHIBIT A FOR IMPORTANT INFORMATION REGARDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN.

If you are the holder of a Class 6(B) Local Government Opioid Claim (and are entitled to vote) as of the Voting Record Date, please use this Ballot to (i) cast your vote to (a) accept or reject the Plan, and (b) appoint the Chairperson of the Scheme Meetings as a special proxy to submit an equivalent vote on your behalf to accept or reject the Scheme, and (ii) if applicable, make your Release Election. This Ballot may not be used for any other purpose. If you (i) wish to submit a proxy to vote on the Scheme differently to the vote you are submitting in relation to the Plan, (ii) wish to vote on the Plan but do not wish to vote on the Scheme, (iii) wish to appoint someone other than the Chairperson as your proxy for the purpose of the relevant Scheme Meeting, or (iv) wish to attend the relevant Scheme Meeting and vote in person, you must obtain a Scheme Voting Form from the Solicitation Agent by emailing endoballots@ra.kroll.com with a reference to "Endo Scheme Voting Form" in the subject line.

If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or any information thereon is incorrect, please contact the Solicitation Agent immediately at the address or telephone number set forth below.

Your rights are described in the Disclosure Statement and Scheme Circular, which, along with the Plan, Scheme, Disclosure Statement Order, a letter from the Opioid Claimants' Committee (the "OCC Letter"), and certain other materials, can be accessed electronically using the instructions provided in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors' Solicitation Agent, Kroll Restructuring Administration LLC, by: (a) calling the Solicitation Agent at (877) 542-1878 (U.S. / Canada, toll-free) or +1 (929) 284-1688 (International, toll); (b) visiting the Debtors' case website at https://restructuring.ra.kroll.com/Endo (the "Case Website") and contacting the Solicitation Agent via the "Live Chat" feature at the "Info Center" panel of the landing page; (c) contacting the Solicitation Agent by mail at Endo Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; or

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(d) emailing endoinfo@ra.kroll.com with "Solicitation Package request" in the subject line. You may also access these materials for a fee via PACER at https://www.nysb.uscourts.gov/.

You should review the Disclosure Statement, the Scheme Circular, the Scheme, the Plan, and the OCC Letter before you vote. You may wish to seek legal advice concerning the Plan, the Scheme, and the classification and treatment of your Claim. Your Claim has been placed in Class 6(B) (Local Government Opioid Claims) under the Plan. You must use only this Ballot for all the Class 6(B) Local Government Opioid Claims you wish to vote, and you must vote either (i) to accept the Plan and the Scheme as to all such Claims or (ii) to reject the Plan and the Scheme as to all such Claims. Except as set forth in the immediately preceding sentence, if you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan, (b) provides that at least one Impaired Class accepts the Plan without including the votes of insiders in accordance with section 1129(a)(10) of the Bankruptcy Code, and (c) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. If you opt out of granting the Releases, the Releases will not be binding on you.

The Irish High Court can sanction the Scheme if the Scheme is approved by Scheme Creditors representing at least 75% by value and a majority in number of those voting (either in person or by proxy) at each Scheme Meeting. If the Scheme is sanctioned by the Irish High Court, it will be binding on all Scheme Creditors whether or not they vote or affirmatively vote to reject the Scheme.

To have your vote counted, you must complete, sign, and return this Ballot so that it is actually received by the Solicitation Agent by or before the Voting Deadline.

ITEM 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date (close of business on January 2, 2024), the undersigned was the holder of Class 6(B) Local Government Opioid Claims against the Debtors in the following aggregate unpaid principal amount. **Please note that, except as otherwise set forth in the Disclosure Statement Order, for purposes of tabulating your vote on the Plan, *regardless of the amount set forth below*, each Claim in Class 6(B) will be allowed and tabulated in the amount of $1.00 on a non-priority, unsecured basis for voting purposes only, and not for distribution, allowance, or any other purpose.**

$1.00

For purposes of voting on the Scheme, you may be requested to provide additional supporting documents to substantiate the value of your Claim for voting purposes. If the Chairperson is not satisfied that the documents provided support your Claim, the Chairperson may exercise its discretion to (i) admit your Claim for an alternative amount which appears to be supported by the evidence provided, (ii) admit the Claim for $1.00, or (iii) reject the Claim, in each case, for voting purposes only.

ITEM 2. Vote on the Plan and the Scheme and Release Election.

IMPORTANT INFORMATION REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT IN **EXHIBIT A**. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

How you vote on the Plan will govern your Release Election options. Please read carefully the following three options:

(1) If you vote to accept the Plan, you will be deemed to consent to the Releases. You may not opt out of granting the Releases if you accept the Plan.

(2) If you vote to reject the Plan, you will be deemed to have opted out of granting the Releases. Nevertheless, you may affirmatively OPT IN to grant the Releases. You may indicate this election by checking the appropriate box below.

(3) If you abstain from voting on the Plan, you will be deemed to consent to the Releases. You may affirmatively OPT OUT of granting the Releases by checking the appropriate box below.

PLEASE BE ADVISED THAT IF YOU FAIL TO RETURN THIS BALLOT, THEN YOU WILL BE DEEMED TO CONSENT TO GRANT THE RELEASES IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS. IF YOU ARE ABSTAINING FROM VOTING ON THE PLAN AND DO NOT WISH TO GRANT THE RELEASES, YOU MUST AFFIRMATIVELY CHECK THE APPROPRIATE BOX BELOW TO OPT OUT OF THE RELEASES.

PLEASE ALSO BE ADVISED THAT ARTICLE X OF THE PLAN CONTAINS THE DEBTOR RELEASES, NON-GUC RELEASES, GUC RELEASES, EXCULPATION, PLAN INJUNCTION, AND CHANNELING INJUNCTION. IF YOU OBJECT TO ANY OF THE RELEASE, EXCULPATION, OR INJUNCTION PROVISIONS CONTAINED IN ARTICLE X OF THE PLAN, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

The holder of the Class 6(B) Local Government Opioid Claim against the Debtors set forth in Item 1 above seeks to:

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CHECK BOX(ES) IN ONE ROW ONLY	
☐ **ACCEPT** (vote FOR) the Plan and to appoint the Chairperson as special proxy to vote in favor of the Scheme at the relevant Scheme Meeting and any adjournment thereof.	
☐ **REJECT** (vote AGAINST) the Plan and to appoint the Chairperson as special proxy to vote against the Scheme at the relevant Scheme Meeting and any adjournment thereof.	☐ If you are voting to REJECT the Plan, check this box to **OPT IN** to grant the Releases contained in Section 10.3 of the Plan.
☐ **ABSTAIN** from voting on the Plan.	☐ If you are ABSTAINING from voting on the Plan, check this box to **OPT OUT** of granting the Releases contained in Section 10.3 of the Plan.

Any Ballot that is executed by the holder of a Claim, but that indicates both an acceptance and a rejection of the Plan and the Scheme, or does not indicate either an acceptance or rejection of the Plan and the Scheme, will not be counted.

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN AND THE SCHEME.

ITEM 3. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

(a) either the undersigned is: (i) the holder of the Class 6(B) Local Government Opioid Claims being voted; or (ii) an authorized signatory for a person or entity that is a holder of the Class 6(B) Local Government Opioid Claims being voted, and, in either case, has the full power and authority to vote to accept or reject the Plan and the Scheme and make the Release Election with respect to the Claims identified in Item 1 above;

(b) the undersigned asserts a claim against Endo Parent and is entitled to vote to accept or reject the Scheme;

(c) the undersigned has received access to an electronic copy of the Disclosure Statement, the Scheme Circular and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(d) the undersigned has cast the same vote with respect to all of its Class 6(B) Local Government Opioid Claims; and

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(e) no other Ballots with respect to the amount of the Class 6(B) Local Government Opioid Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

Name of holder: Duncanville City Manager
(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____
(If other than a holder)

Title: _____

Address: _____

_____

Date Completed: _____

Email Address: _____

No fees, commissions, or other remuneration will be payable to any person for soliciting votes on the Plan or the Scheme.

If your address or contact information has changed, please note the new information here.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

IF YOU DO NOT INTEND TO SUBMIT ELECTRONICALLY, PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY BY FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY IN THE PROVIDED RETURN ENVELOPE TO:

Endo Ballot Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

If you plan to hand-deliver your Ballot to Kroll's office, please email Endoballots@ra.kroll.com with "Endo Ballot Submission" in the subject line at least twenty-four (24) hours in advance of your arrival at the Kroll address above to arrange delivery.

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THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY OR BEFORE:

4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024.

BALLOTS SENT BY FACSIMILE, TELECOPY, OR OTHER ELECTRONIC MEANS (OTHER THAN THROUGH THE SOLICITATION AGENT'S ONLINE PORTAL IN ACCORDANCE WITH THE BELOW) WILL NOT BE ACCEPTED.

To submit your Ballot electronically via the Solicitation Agent's E-Ballot online portal ("Online Portal"), please visit https://restructuring.ra.kroll.com/Endo/EBallot-Home or scan the QR Code provided in your Solicitation Package and click on the "Submit E-Ballot" link on the Case Website and follow the instructions provided within the E-Ballot platform to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#: B7DP-6J09-BM03-8RW5

The Solicitation Agent's Online Portal is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by telecopy, facsimile, email, or other electronic means of transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your E-Ballot. Please complete and submit an E-Ballot for each Unique E-Ballot ID# you receive, as applicable.

Holders who cast a Ballot using the Solicitation Agent's Online Portal should NOT also submit a paper Ballot.

Class 6(B) – Local Government Opioid Claims

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan or Disclosure Statement Order, as applicable.

2. To ensure that your Ballot is counted, you ***must either***: (a) complete and submit this hard copy Ballot or (b) vote through the Solicitation Agent's Online Portal at **https://restructuring.ra.kroll.com/Endo/EBallot-Home**. Ballots will not be accepted by facsimile, telecopy or other electronic means (other than through the Online Portal).

3. **Use of Hard Copy Ballot.** To ensure that your vote is counted, you must complete this Ballot and take the following steps: (a) make sure that the information required in Item 1

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above has been inserted as $1.00; (b) clearly indicate your decision either to accept or reject the Plan and Scheme in the boxes provided in Item 2 above; (c) if applicable, make the Release Election in Item 2 above; (d) provide the information required by Item 3 above; and (e) sign, date and return an original of your Ballot to the Kroll address set forth above by regular mail, overnight courier, or hand delivery or in the enclosed pre-addressed envelope.

4. **Use of the Online Portal.** To ensure that your E-Ballot is counted, please follow the instructions found at **https://restructuring.ra.kroll.com/Endo/EBallot-Home**. You will need to enter your Unique E-Ballot ID# indicated on your Ballot. The Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile, electronic mail, or other electronic means (other than through the Online Portal).**

5. **Alternative Methods of Voting on the Scheme Only.** If you (i) wish to submit a proxy to vote on the Scheme differently to the vote you are submitting in relation to the Plan, (ii) wish to vote on the Plan but do not wish to vote on the Scheme, (iii) wish to appoint someone other than the Chairperson as your proxy for the purpose of the relevant Scheme Meeting, or (iv) wish to attend the relevant Scheme Meeting and vote in person, you must obtain a Scheme Voting Form from the Solicitation Agent by emailing endoballots@ra.kroll.com with a reference to "Endo Scheme Voting Form" in the subject line.

6. Solely with respect to holders of Claims in Classes 6(A)-(C), if any attorneys (i) represent more than five (5) such holders, and (ii) find it onerous to timely submit separate Ballots on behalf of such holders, such attorneys should contact the Solicitation Agent using the contact information provided herein to discuss accommodations to facilitate the simultaneous transmission of multiple votes.

7. If the transferee or assignee of a relevant Claim transferred or assigned after the Voting Record Date, but prior to the General Unsecured Scheme Voting Record Date, wishes to vote on the Scheme, they should contact the Solicitation Agent at endoballots@ra.kroll.com to request and obtain a Scheme Voting Form.

8. If a Ballot is received by the Solicitation Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:

   - any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
   - any Ballot cast by or on behalf of a person or entity that does not hold a Claim in one of the Voting Classes as of the Voting Record Date;
   - any Ballot cast for a Claim that is not listed on the Schedules, or that is scheduled at zero, in an unknown amount, or, in whole or in part, as unliquidated, contingent, or disputed, and for which no Proof of Claim was timely filed;

- any Ballot that (a) is properly completed, executed and timely submitted, but does not indicate an acceptance or rejection of the Plan or an abstention from voting on the Plan, (b) indicates both an acceptance and rejection of the Plan or either or both of the foregoing and an abstention from voting on the Plan, or (c) partially accepts and partially rejects the Plan;

- any Ballot submitted by facsimile, electronic mail, or other unauthorized electronic transmission (other than through the Online Portal);

- any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Solicitation Agent), any indenture trustee, or the Debtors' financial or legal advisors;

- any unsigned Ballot; and/or

- any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.

9. For purposes of voting on the Scheme, the Chairperson shall have discretion to accept Scheme Voting Forms or Ballots received after the Voting Deadline but is not required to do so. Scheme Creditors should refer to the Scheme Circular for further information regarding voting at the Scheme Meetings.

10. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made to the Solicitation Agent only when the Solicitation Agent **actually** **receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that holders use an overnight or hand delivery service. However, to ensure timely delivery, submission via the Online Portal is strongly recommended. In all cases, holders should allow sufficient time to assure timely delivery.

11. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last properly completed, valid Ballot timely received will supersede and revoke any earlier received Ballots.

12. You must vote all of your Claims within a particular Class either to accept or reject the Plan and Scheme and may not split your vote. Further, if a holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes.

13. The Ballot is not a letter of transmittal and may not be used for any purpose other than to (i) vote to accept or reject the Plan, and (ii) vote to appoint the Chairperson as a special proxy to submit an equivalent vote to accept or reject the Scheme, and (iii) if applicable, make your Release Election. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.

14. This Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim or Interest (except to the extent set out at Item 3(b) in relation to the entitlement to vote and be party to the Scheme).

15. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from what is set forth on the attached mailing label or if no such mailing label is attached to the Ballot. For the avoidance of doubt, an attorney representing any clients who are holders of Claims in Classes 4(B)-(F), 6(A)-(C), 7(A)-(E), and 8-12 may execute and submit a Ballot on behalf of each such client for such Claims so long as the attorney has the authority under applicable law to vote to accept or reject the Plan (and make Release Elections), and grant a special proxy to the Chairperson of the Scheme Meetings, on behalf of each such client.

16. If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot you received.

PLEASE RETURN YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE EMAIL THE SOLICITATION AGENT AT ENDOINFO@RA.KROLL.COM (WITH "ENDO SOLICITATION INQUIRY" IN THE SUBJECT LINE) OR CALL THE SOLICITATION AGENT AT: (877) 542-1878 (U.S. / CANADA, TOLL-FREE); +1 (929) 284-1688 (INTERNATIONAL, TOLL).

YOU MAY ALSO CONTACT THE OPIOID CLAIMANTS' COMMITTEE WITH ANY QUESTIONS AT ENDOCREDITORINFO@AKINGUMP.COM.

IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT BY OR BEFORE THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024, THEN YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.

NO PERSON HAS BEEN AUTHORIZED BY THE DEBTORS TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, ON BEHALF OF THE DEBTORS, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.

EXHIBIT A[1]

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN

ARTICLE I

DEFINED TERMS

"***Additional Opioid Excluded Parties***" means (a) the Co-Defendants; and (b) any distributor, manufacturer, or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, Canadian First Nations, and Canadian Municipalities, Canadian Opioid Products. The Additional Opioid Excluded Parties shall be deemed Excluded Parties solely with respect to the Releases granted or deemed to be granted, as applicable, by the Specified Opioid Claimant Releasing Parties; *provided, that*, for the avoidance of doubt, the Additional Opioid Excluded Parties shall not be Excluded Parties with respect to the Releases granted or deemed to be granted by any Non-GUC Releasing Party other than the Specified Opioid Claimant Releasing Parties or any GUC Releasing Party.

"***Excluded Parties***" means (a) the McKinsey Parties; (b) the Arnold & Porter Parties; (c) any of the Debtors' current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, the Canadian First Nations, and the Canadian Municipalities, Canadian Opioid Products (in each case of clauses (a), (b), and (c), excluding the Debtors' (i) current and former officers, directors, and employees (in each case, solely in their respective capacities as such); and (ii) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (1) include any ordinary course professionals; but (2) exclude any Additional Advisor Excluded Parties)); (d) Practice Fusion, Inc.; (e) the Publicis Health Parties; (f) the ZS Associates Parties; and (g) solely with respect to the Specified Opioid Claimant Releasing Parties, the Additional Opioid Excluded Parties, solely in their respective capacities as such. Notwithstanding anything to the contrary in the Plan, none of the following shall be an "Excluded Party": the Debtors' (1) current and former directors (including any Persons in analogous roles under applicable law), officers, and employees, in each case, solely in their respective capacities as such; and (2) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (A) include any ordinary course professionals; but (B) exclude any Additional Advisor Excluded Parties) and, for the avoidance of doubt, each Person identified in the foregoing clauses (1) and (2) shall be a Non-GUC Released Party.

"***Exculpated Claim***" means, in each case, solely to the extent related to an act or omission, or arising, prior to the Effective Date, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any Claim related to any act or omission

[1] Below is a summary of certain release, exculpation, and injunction provisions in the Plan for your convenience. For the avoidance of doubt, to the extent any provision of this **Exhibit A** conflicts with the terms of the Plan, the terms of the Plan will control. Capitalized terms used below have the meanings ascribed to such terms in the Plan.

in connection with, relating to, or arising out of the Debtors' in- or out-of-court restructuring efforts leading up to the Chapter 11 Cases, the Chapter 11 Cases, or the administration of the Chapter 11 Cases; any foreign recognition proceedings or the administration of such foreign recognition proceedings; the Sale Process, including the negotiation and pursuit thereof, any documents related thereto, and any transactions contemplated thereby or in connection therewith; the negotiation and pursuit of the Plan and the Plan Documents, the Disclosure Statement, the RSA, the Exit Financing, the Rights Offerings, the Scheme, and the Scheme Circular; the Plan, the Plan Transaction, the Restructuring Transactions, the Plan Settlements, and any other transactions contemplated in connection with the foregoing; the negotiation and establishment of the PPOC Trust, any of the PPOC Sub-Trusts, the GUC Trust, any of the Distribution Sub-Trusts, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, the Canadian Provinces Trust, the EFBD Claims Trust, the Other Opioid Claims Trust, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution, and the U.S. Government Resolution Documents; the solicitation of votes for, and Confirmation of, the Plan, the Plan Transaction, and any other transactions or documents contemplated thereby or by the Plan or in connection therewith or with the Plan; the funding of the Plan; the pursuit of Confirmation; the occurrence of the Effective Date; the closing of the Plan Transaction; the implementation and administration of the Plan; or any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however, that*, "Exculpated Claims" shall not include (a) any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, or liability for any Claim for, or relating to, any act or omission, in each case, determined by a Final Order to be intentional fraud, gross negligence, or willful misconduct; or (b) any GUC Trust Litigation Claim.

"***Exculpated Parties***" means (a)(i) the Debtors, solely in their respective capacities as such; (ii) the Post-Emergence Entities, solely in their respective capacities as such; (iii) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (v) the FCR, solely in his capacity as such, and each of the advisors thereto, solely in their respective capacities as such; and (vi) the Plan Administrator and any advisors thereto, in each case, solely in their respective capacities as such; (b) solely to the extent consistent with section 1125(e) of the Bankruptcy Code: (i) the Prepetition Secured Parties, solely in their respective capacities as such; (ii) the Ad Hoc First Lien Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iii) the Ad Hoc Cross-Holder Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the PPOC Trust, each PPOC Sub-Trust, the GUC Trust, each Distribution Sub-Trust, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (v) the GUC Backstop Commitment Parties, solely in their respective capacities as such; (vi) the First Lien Backstop Commitment Parties, solely in their respective capacities as such; (vii) the Unsecured Notes Indenture Trustees, solely in their

respective capacities as such; (viii) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; and (c)(i) with respect to the Persons listed in the foregoing clauses (a) and (b), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (ii) current and former directors (including any Persons in analogous roles under applicable law), officers, employees, and Representatives of each of the Persons listed in the foregoing clauses (a) through (c)(i), in each case, solely in their respective capacities as such. For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, (1) no Excluded Party or GUC Excluded Party (other than the Excluded D&O Parties) shall be an Exculpated Party; and (2) with respect to the Excluded D&O Parties, no Excluded D&O Party shall be exculpated from any GUC Trust Litigation Claim.

"***GUC Excluded Parties***" means (a) the Excluded Parties; and (b)(i) the TPG Parties; (ii) the Insurance Advisor Parties; (iii) the Additional Advisor Excluded Parties; (iv) the Additional Third-Party Excluded Parties and (v) the Excluded D&O Parties (subject to the Covenant Not To Collect).

"***GUC Released Parties***" means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and Prepetition Secured Party, in each case, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) the Debtors' current officers (as of or after the Petition Date); (n) the Debtors' directors (including any Persons in any analogous roles under applicable law) that continue serving in their capacity as directors with, or become directors of, any of the Purchaser Entities after the Effective Date or continue or begin serving in any other prior senior-level employment position[2] after the Effective Date and performing services commensurate with such

[2] For the avoidance of doubt, any individual serving in a position of Band D or higher shall be deemed to be serving in a senior-level employment position.

prior position;[3] (o) current and former officers and directors (including any Persons in any analogous roles under applicable law) of subsidiaries of Endo International plc that are not UCC Specified Subsidiaries; (p) with respect to each of the foregoing Persons listed in clauses (a) through (c), such Persons' predecessors, successors, assigns, current and former subsidiaries and Affiliates, heirs, executors, estates, nominees, current and former employees, advisors, agents, and consultants (including any professional retained by the Debtors in the Chapter 11 Cases except, with respect to ordinary course professionals, as may be agreed on a case-by-case basis, and excluding the Arnold & Porter Parties, the McKinsey Parties, the Insurance Advisor Parties, the Additional Advisor Excluded Parties, and any other GUC Excluded Party), in each case, solely in their respective capacities as such; and (q) with respect to each of the foregoing Persons listed in clauses (d) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, nominees, current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. For the avoidance of doubt, no GUC Excluded Party shall be a GUC Released Party.

"***GUC Releasing Parties***" means (a) the GUC Trust; (b) each Distribution Sub-Trust; (c) each holder of (i) an Other General Unsecured Claim; (ii) a Mesh Claim; or (iii) a Ranitidine Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, opts in to grant the GUC Releases; or (3) votes to reject the Plan and opts in to grant the GUC Releases; (d) each holder of (i) a Second Lien Deficiency Claim; (ii) an Unsecured Notes Claim; (iii) a Generics Price Fixing Claim; or (iv) a Reverse Payment Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, does not opt out of granting the GUC Releases; or (3) votes to reject the Plan and opts in to grant the GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a) through (d), in each case, solely in their respective capacities as such.

"***Non-GUC Released Parties***" means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and Prepetition Secured Party, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as

[3] For the avoidance of doubt, if a director does not continue in the same position or one or more position(s) of similar seniority post-Effective Date, such individual shall not be a GUC Released Party or a Non-GUC Released Party under this clause (n); *provided, that*, to the extent employed immediately prior to the Effective Date in a senior-level non-director position, such individual was offered employment by any of the Purchaser Entities.

such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) with respect to each of the foregoing Persons listed in clauses (a) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (n) with respect to each of the foregoing Persons listed in clauses (a) through (m), such Persons' current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. Notwithstanding the foregoing or anything to the contrary in the Plan or in any other Plan Document, "Non-GUC Released Parties" shall not include any Excluded Party and all Claims and Causes of Action against such Persons shall be preserved and not released in accordance with the Plan.

"***Non-GUC Releasing Parties***" means each (a) Non-GUC Released Party, other than (i) the Debtors; and (ii) the Post-Emergence Entities; (b) holder of a State Opioid Claim; (c) holder of (i) a PI Opioid Claim; (ii) a NAS PI Claim; (iii) an IERP II Claim; (iv) an Other Opioid Claim; or (v) an EFBD Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but that does not vote to either accept or reject the Plan and, further, opts in to grant the Non-GUC Releases; or (3) votes to reject the Plan and opts in to grant the Non-GUC Releases; (d) holder of (i) a Priority Non-Tax Claim; (ii) an Other Secured Claim; (iii) a First Lien Claim; (iv) a Local Government Opioid Claim; (v) a Tribal Opioid Claim; (vi) a Hospital Opioid Claim; (vii) a TPP Claim; (viii) a Public School District Claim; (ix) a Canadian Provinces Claim; (x) a Settling Co-Defendant Claim; (xi) a Subordinated, Recharacterized, or Disallowed Claim; or (xii) an Existing Equity Interest, in each case, that (1) votes to accept the Plan; (2) is presumed to accept the Plan and does not opt out of granting the Non-GUC Releases; (3) is deemed to reject the Plan and does not opt out of granting the Non-GUC Releases; (4) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, does not opt out of granting the Non-GUC Releases; or (5) votes to reject the Plan and opts in to grant the Non-GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a), (b), (c), and (d), in each case, solely in their respective capacities as such.

"***Released Claims***" means any and all Claims and Causes of Action arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors' business, or the Chapter 11 Cases or related foreign recognition proceedings, including, without limitation, any and every Cause of Action, including any and every Claim and action, class action, cross-claim, counterclaim, third-party Claim, controversy, dispute, demand, right, lien, indemnity, contribution, right of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys' fees and expenses, account, defense, remedy, offset, power, privilege, license, or franchise, in each case, of any kind, character, or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, Secured or unsecured, Allowed, Disallowed, or Disputed, assertible directly or derivatively (including, without limitation,

under alter-ego theories), in rem, quasi in rem, in personam, or otherwise, whether arising before, on, or after the Petition Date, whether arising under federal statutory law, state statutory law, common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, in contract or in tort, at law, in equity, or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance (other than any Specified Avoidance Action), willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising, including, for the avoidance of doubt, (a) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable; (b) any right of setoff, counterclaim, or recoupment, and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity; (c) the right to object to or otherwise contest Claims or Interests; (d) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress and usury, and any other defense set forth in section 558 of the Bankruptcy Code; and (f) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory (other than any Specified Avoidance Action) arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors' business, the Chapter 11 Cases, or foreign recognition proceedings relating to the Chapter 11 Cases, including, without limitation, any and all Claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part: (i) Opioids, Opioid Products, Canadian Opioid Products, and Opioid-Related Activities; (ii) the Debtors' use of Cash in accordance with the Cash Collateral Order; (iii) any Avoidance Actions that are not Specified Avoidance Actions (for the avoidance of doubt, Specified Avoidance Actions shall not be Released Claims); (iv) the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Sale Process, the Bidding Procedures Order, the Plan, the Plan Transaction, the Plan Documents, the Transaction Steps Order, the Plan Settlements, the Trusts, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution Documents, the Exit Financing Documents, the Rights Offering Documents, the RSA, the Restructuring Transactions, the India Internal Reorganization, the Scheme, the Scheme Circular, and any contract, instrument, release, or any other similar document or agreement entered into in connection with the foregoing or any transactions or other actions or omissions contemplated thereby; (v) the administration and implementation of the Plan, including the Restructuring Transactions, the Exit Financing, the Rights Offerings and the Backstop Commitment Agreements, the Plan Transaction, and the Plan Settlements, the issuance or distribution of equity and/or debt securities and/or indebtedness in connection therewith or with the Plan, and any other transactions, actions, omissions, or documents contemplated thereby or by the Plan; (vi) the establishment and funding of the Trusts, the implementation of the Plan Settlements, and any other actions taken in connection therewith or contemplated thereby; and (vii) any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing. For the avoidance of doubt, "Released Claims" shall not include any (1) Claims or Causes of Action against any Excluded Party or, solely with respect to the GUC Releasing Parties, any GUC Excluded Party; or (2) GUC Trust Litigation Claims.

"***Specified Opioid Claimant Releasing Parties***" means (a) the PPOC Trust; (b) each PPOC Sub-Trust; (c) each Present Private Opioid Claimant; (d) the Future PI Trust; (e) each Future PI Claimant; (f) the Canadian Provinces Trust; (g) each Canadian Province; (h) each Canadian First Nation; (i) each Canadian Municipality; and (j) each Public School District Creditor, in each case, that grants or is deemed to grant, as applicable, the Non-GUC Releases, solely in their respective capacities as such.

ARTICLE X

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS

A. Settlements

1. Section 10.1. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of (a) all Released Claims; and (b) all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Post-Emergence Entities may compromise and settle Claims against them and Causes of Action against other Persons.

B. Debtor, Non-GUC, and GUC Releases

1. Section 10.2. Debtor Releases

(a) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Debtors, their Estates, and the Post-Emergence Entities are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, the Debtor Releases do not release any post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; provided, however, that, nothing in Section 10.2 of the Plan shall be construed to release (i) the GUC Trust Litigation

Claims; or (ii) any Person or Entity from a claim for intentional fraud or willful misconduct, in each case, as determined by a Final Order.

(b) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Releases and, further, shall constitute the Bankruptcy Court's finding that the Debtor Releases are: (i) in exchange for the good and valuable consideration provided by the Debtor Released Parties, including, without limitation, the Debtor Released Parties' contributions to facilitating the Debtors' restructuring and the implementation of the Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, their Estates, or the Post-Emergence Entities asserting any Released Claim.

(c) In addition to the foregoing Debtor Releases, the Debtors shall release the applicable Claims against the Settling Co-Defendants set forth in, and in accordance with the terms of, the mutual releases by the Debtors, their Estates, and the Post-Emergence Entities, on the one hand, and the Settling Co-Defendants, on the other hand, in each case, as set forth in the DMP Stipulation. For the avoidance of doubt, any Releases with respect to Settling Co-Defendants shall be subject to the terms of the DMP Stipulation.

2. Section 10.3. Non-GUC Releases

(a) Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Non-GUC Releasing Party is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. For the avoidance of doubt, no Non-GUC Releasing Party shall release any Excluded Party (including, solely with respect to any Non-GUC Release granted by any Specified Opioid Claimant Releasing Party, any Additional Opioid Excluded Parties).

(b) For the avoidance of doubt and without limitation of the foregoing, each holder of a State Opioid Claim and each holder of a Tribal Opioid Claim that (i) is a governmental unit (as defined in section 101(27) of the Bankruptcy Code) or a Tribe; and (ii) grants or is deemed to grant, as applicable, the Non-GUC Releases shall, in each case, be deemed to have released all Released Claims that have been asserted or are, or have been, assertible by (1) such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe in its own right, in its parens patriae or sovereign enforcement capacity, or on behalf, or in the name, of another Person; or (2) any other governmental official, employee, agent, or Representative acting or purporting to act in a parens patriae, sovereign enforcement, or quasi-sovereign enforcement capacity, or any other capacity, on behalf of such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe.

(c) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Non-GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, the Non-

GUC Releases do not release (i) any Excluded Party; (ii) any post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; (iii) any GUC Trust Litigation Claim; (iv) any Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (v) with respect to the States, (1) any Regulatory Approval process required by the States (including their respective State agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any State statute or law by a governmental entity that has authority to bring a criminal action or proceeding or to adjudicate a Person's guilt or to set a convicted Person's punishment; or (3) any Claims or Causes of Action against (x) any Excluded Party; or (y) any party identified in clauses (j) or (l) of the definition of "Non-GUC Released Parties," in their capacities as such (and, solely with respect to such parties, any party identified in clauses (m) or (n) of the definition of "Non-GUC Released Parties"); *provided, that*, for the avoidance of doubt, the States shall not release any VOI-Specific Post-Emergence Entities of any Claims or Causes of Action relating to such entities' (A) compliance with the Voluntary Opioid Operating Injunction; and (B) acts occurring after the Effective Date; and (vi) with respect to the Canadian Provinces, (1) any Regulatory Approval process required by the Canadian Provinces (including their respective agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any statute or law by a Governmental Authority that has authority to bring a criminal action or proceeding or to adjudicate a person's guilt or to set a convicted person's punishment; (3) any Claims or Causes of Action against any Excluded Party; or (4) the ability of each of the Canadian Provinces to legislate, regulate, or administer and enforce federal, provincial, or territorial legislation (including regulations) such as the Criminal Code, Food and Drugs Act, and the Controlled Drugs and Substances Act (*provided, that*, such activity does not seek to recover civil damages, civil restitution, or other relief of the kind that was sought or could have been sought in the Canadian Provinces Class Action or in the Canadian Provinces McKinsey Action).

(d) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Non-GUC Releases and, further, shall constitute the Bankruptcy Court's finding that the Non-GUC Releases are: (i) essential to the Confirmation of the Plan; (ii) consensually given in exchange for the good and valuable consideration provided by the Non-GUC Released Parties, including, without limitation, the Non-GUC Released Parties' contributions to facilitating the restructuring and implementation of the Plan and the Plan Transaction; (iii) a good faith settlement and compromise of the Released Claims; (iv) in the best interests of the Debtors and their Estates; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for hearing; and (vii) a bar to any of the Non-GUC Releasing Parties asserting any Released Claim.

3. Section 10.4. GUC Releases

(a) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each GUC Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, (i) the GUC

Releases do not release any (1) post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; (2) GUC Trust Litigation Claim; or (3) Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (ii) none of the GUC Releasing Parties release or shall be deemed to release any GUC Trust Litigation Claim (and such Claims and Causes of Action are preserved, in each case, subject to the Covenant Not To Collect); and (iii) the Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims solely against the Excluded D&O Parties, and the failure of any recipient of any Claims solely against any Excluded D&O Party to agree to such covenant shall render any such transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims void ab initio. The Excluded D&O Parties are third-party beneficiaries with rights of enforcement with respect to the Covenant Not To Collect. For the avoidance of doubt, no GUC Releasing Party shall release or be deemed to release any GUC Trust Litigation Claims.

(b) Upon granting or being deemed to grant, as applicable, the GUC Releases, the GUC Releasing Parties shall be deemed to covenant (the "Covenant Not To Collect") that (a) any recovery by the GUC Trust or any other GUC Releasing Party on account of any Claim or Cause of Action, direct or indirect, against an Excluded D&O Party including, in each case, by way of settlement or judgment, shall be satisfied solely by and to the extent of the proceeds of the GUC Trust D&O Insurance Policies; (b) any party, including any GUC Trustee or Trustee of a Distribution Sub-Trust and all other GUC Releasing Parties, seeking to execute, garnish, or otherwise attempt to collect on any settlement of or judgment on account of Claims or Causes of Action against Excluded D&O Parties shall do so solely upon available insurance coverage, if any, from the GUC Trust D&O Insurance Policies; and (c) the GUC Releasing Parties shall not otherwise attempt to collect, directly or indirectly, from the personal assets of any Excluded D&O Party. The Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims or Causes of Action against the Excluded D&O Parties and, in connection with any such transfer, the failure of a transferee to agree to the Covenant Not To Collect shall render such transfer void ab initio. Each of the Excluded D&O Parties are express third-party beneficiaries of this Covenant Not To Collect.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the GUC Releases and, further, shall constitute the Bankruptcy Court's finding that the GUC Releases are: (i) in exchange for the good and valuable consideration provided by the GUC Released Parties, including, without limitation, the GUC Released Parties' contributions to facilitating the Debtors' restructuring and the implementation of the Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable,

and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any GUC Releasing Party asserting any Released Claim.

4. Section 10.5. Effect of Releases to Holders of Trust Channeled Claims

(a) Holders of Trust Channeled Claims shall have the option to grant or opt out of granting, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

(b) In addition to the amount of any Distribution to be provided by a Trust to a holder of an Allowed Trust Channeled Claim (other than a (i) Canadian Provinces Claim; (ii) State Opioid Claim; or (iii) Tribal Opioid Claim) that is a Non-GUC Releasing Party or a GUC Releasing Party, as applicable, such Non-GUC Releasing Party or GUC Releasing Party, as applicable, shall receive an additional payment in exchange for granting or being deemed to grant, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

C. Exculpations and Injunction

1. Section 10.6. Exculpation

(a) Notwithstanding anything contained in the Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from, any Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for gross negligence, intentional fraud, or willful misconduct (to the extent such duty is imposed by applicable non-bankruptcy law), but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. For the avoidance of doubt, this exculpation shall be in addition to, and not in limitation of, the Releases and all other releases, indemnities (including the Indemnification Obligations), exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, the Debtors, their Estates, and the Post-Emergence Entities are not (i) exculpating any (1) Excluded Party; (2) TPG Party; (3) Insurance Advisor Party; (4) Additional Advisor Excluded Party; or (5) Additional Third-Party Excluded Party; or (ii) releasing any GUC Trust Litigation Claims.

(b) The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws and provisions of the Bankruptcy Code with regard to the solicitation of votes on, and Distribution of consideration (including securities) pursuant to, the Plan and, therefore, are not, and on account of such Distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such Distributions made pursuant to the Plan, including, in each case, any Distribution made by any Trust in accordance with the Plan and the applicable Trust Documents. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any claim relating to any post-Effective Date obligations of any Person under the Plan, any Restructuring

Transaction, the Plan Transaction, or any Plan Document or other document, instrument, or agreement executed to implement the Plan.

2. Section 10.7. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge to the fullest extent permitted by section 1141 of the Bankruptcy Code, effective as of the Effective Date, of all Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against the Debtors or the Debtors' Estates or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim or Interest based upon such Claim, debt, right, or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such Claim, debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; (c) the holder of such a Claim or Interest has voted to accept the Plan; or (d) the holder of such Claim or Interest has voted or failed to vote to accept or reject the Plan. All Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code. All Entities shall be precluded from asserting any Claims against the Debtors, their Estates, the Post-Emergence Entities, their respective successors and assigns, and their respective Assets and properties, and any other Claims or Interests based upon any documents, instruments, or any act of omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Confirmation Order shall be a judicial determination (i) of the discharge of all Claims and Interests, subject to the Effective Date; and (ii) that no Claims shall be excepted from discharge under section 1141(d)(6) of the Bankruptcy Code.

3. Section 10.8. Plan Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, ANY OTHER PLAN DOCUMENT, OR ANY OTHER RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE X OF THE PLAN, DISCHARGED PURSUANT TO SECTION 10.7 OF THE PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 10.6 OF THE PLAN, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE RELEASED PARTIES, INCLUDING, FOR THE AVOIDANCE OF DOUBT, IN EACH CASE, THE DEBTORS, THEIR ESTATES, THE POST-EMERGENCE ENTITIES, AND ANY OF THEIR ASSETS, AND THE EXCULPATED PARTIES, AS APPLICABLE: (A) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE ANY ACTION, EMPLOYMENT

OF PROCESS, OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATES OF SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTORS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS, EXCEPT AS SET FORTH IN SECTION 10.9 OF THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, SECTION 10.8 OF THE PLAN SHALL NOT ENJOIN THE GUC TRUST'S PURSUIT OF ANY GUC TRUST LITIGATION CLAIMS.

4. Section 10.9. Channeling Injunction

(a) In order to preserve and promote the resolutions contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction and the releases set forth in Article X of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, upon the channeling of the Trust Channeled Claims, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Trust Channeled Claim shall be (x) deemed to release any Trust Channeled Claims held by such Persons against the Debtors and the Post-Emergence Entities; and (y) permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any of the Debtors or Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claim, including:

(i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, action, or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Trust Channeled Claims, against or affecting any of the Debtors or the Post-Emergence Entities, as applicable, or any property or interests in property of any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree, or other order against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(iii) creating, perfecting, or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any of the Debtors or the Post-Emergence Entities, as applicable, or the property of any of the Debtors or the Post-

Emergence Entities, as applicable, in each case, with respect to any Trust Channeled Claims;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any of the Debtors or Post-Emergence Entities, as applicable, or against the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to Trust Channeled Claims; and

(v) taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or any Plan Document (including, for the avoidance of doubt, any Trust Document) with respect to any Trust Channeled Claims.

(b) Notwithstanding anything to the contrary in Section 10.9 of the Plan or the Confirmation Order, this Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of holders of Trust Channeled Claims to the treatment afforded to them under the Plan and the Plan Documents, including the rights of holders of Trust Channeled Claims to assert such Trust Channeled Claims solely in accordance with the Plan and the Trust Documents;

(ii) the rights of Persons to assert any Claim, debt, litigation, or liability for payment of Trust Operating Expenses against the applicable Trust;

(iii) the rights of any Person to assert any Claim, Cause of Action, debt, or litigation against any Excluded Party;

(iv) the rights of the GUC Trust to assert any GUC Trust Litigation Claims against any GUC Excluded Party, subject to the Covenant Not To Collect;

(v) the rights of the GUC Trust to pursue and enforce any GUC Trust Litigation Claims, including the GUC Trust Insurance Rights;

(vi) the Distribution Sub-Trusts from enforcing their respective rights against the GUC Trust under the Plan and the GUC Trust Documents;

(vii) the PPOC Trust from enforcing its rights against the Purchaser Entities under the Plan and the PPOC Trust Documents;

(viii) the PPOC Sub-Trusts from enforcing their respective rights against the PPOC Trust under the Plan and the PPOC Trust Documents; or

(ix) the Future PI Trust from enforcing its rights against the Purchaser Entities under the Plan and the Future PI Trust Documents.

(c) There can be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction, and nothing in the Plan or any Plan Document

(including, for the avoidance of doubt, any Trust Document) shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

(d) In the event that any Person takes any action that a Released Party or Exculpated Party, as applicable, believes violates the releases provided in the Plan or the Channeling Injunction as it applies to any Released Party or Exculpated Party, as applicable, such Released Party or Exculpated Party, as applicable, shall be entitled to make an emergency application to the Bankruptcy Court for relief, and may proceed by contested matter rather than by adversary proceeding. The Bankruptcy Court shall have jurisdiction and authority to enter Final Orders in connection with any dispute over whether an action violates the releases provided in the Plan or the Channeling Injunction. Upon determining that such a violation has occurred, the Bankruptcy Court, in its discretion, may award any appropriate relief against such violating Person.

5. [Section 10.10. Specified Debtor Insurer Injunction

(a) Terms

In accordance with section 105(a) of the Bankruptcy Code, on the Effective Date, all persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim based on, arising out of, attributable to, or in any way connected with any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy (but not, for the avoidance of doubt, any Non-GUC Trust D&O Insurance Policy) shall be permanently enjoined from taking any action for purposes of directly or indirectly collecting, recovering, or receiving payment on account of any such Claim, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, including:

(i) commencing, conducting, or continuing, in any manner, any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, (1) on account of any Claim based on, arising under, or attributable to a GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; or (2) on account of any rights of any Person under a "direct action" statute to proceed directly against any Specified Debtor Insurer;

(ii) enforcing, attaching, levying, collecting, or otherwise recovering, by any manner or means, any judgment, award, decree, or other order against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;

(iii) creating, perfecting, or enforcing, in any manner, any Lien of any kind against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against any obligation due to any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; and

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy.

(b) Reservations

Notwithstanding anything to the contrary in Section 10.10(a) of the Plan, the provisions of the Specified Debtor Insurer Injunction:

(i) shall not (1) preclude the GUC Trust from pursuing any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy, or any other Claim that may exist under any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy against any Specified Debtor Insurer; or (2) enjoin the rights of the GUC Trust to prosecute any action based on or arising from the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies or the rights of the GUC Trust to assert any Claim, debt, obligation, Cause of Action for liability for payment against a Specified Debtor Insurer based on or arising from the GUC Trust Insurance Policies, in all cases, including GUC Trust Litigation Claims;

(ii) are not issued for the benefit of any Specified Debtor Insurer, and no such insurer is a third-party beneficiary of this Specified Debtor Insurer Injunction; provided, that, this Specified Debtor Insurer Injunction shall not enjoin, impair or affect any Claims between or among unsettled Specified Debtor Insurers;

(iii) shall not apply to any D&O Insured Person with respect to such D&O Insured Person's coverage under any GUC Trust D&O Insurance Policy; and

(iv) shall be subject in all respects to the terms of the DMP Stipulation.

(c) For the avoidance of doubt, Section 10.10 of the Plan shall not apply with respect to any Non-GUC Trust Insurance Policy, including any Non-GUC Trust D&O Insurance Policy, and no amendment to, or modification of, nor any proposed amendment to nor modification of, the Specified Debtor Insurer Injunction shall adversely impact (i) any Non-GUC Trust Insurance Policy; or (ii) the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).

(d) The GUC Trust shall have the sole and exclusive authority at any time, upon written notice to any insurer under any of the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies, to terminate, reduce or limit the scope of this Specified Debtor Insurer Injunction with

respect to any Specified Debtor Insurer; provided, however, that, no modification shall affect the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).][4]

6. **Section 10.11. Voluntary Opioid Operating Injunction.**

(a) From and after the date of entry of the Confirmation Order approving the Voluntary Opioid Operating Injunction, the business operations of the VOI-Specific Debtors and/or VOI-Specific Post-Emergence Entities, as applicable, and the business operations of any successors of either of the foregoing, in each case, relating solely to the manufacture and sale of VOI Opioid Products in the States and Territories shall be subject to the terms of the Voluntary Opioid Operating Injunction.

(b) The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities, as applicable, consent to the entry of a final judgment or consent order on the Effective Date effectuating all of the provisions of the Voluntary Opioid Operating Injunction in the state court in each of the Supporting Governmental Entities.

(c) After the Effective Date, the Voluntary Opioid Operating Injunction will be enforceable in the state court in each of the Supporting Governmental Entities. The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities agree that seeking entry or enforcement of such a final judgment or consent order will not violate any other injunctions or stays that it will seek, or that may otherwise apply, in connection with the Chapter 11 Cases or Confirmation.

7. **Section 10.12. Term of Injunctions or Stays.**

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

[4] **Note to Draft**: under consideration.

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Counsel to Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	**Chapter 11**
ENDO INTERNATIONAL plc, *et al.*,	**Case No. 22-22549 (JLG)**
Debtors.[1]	**(Jointly Administered)**

COVER LETTER AND RECOMMENDATION OF THE DEBTORS

To: All Holders of Claims in Voting Classes

You are receiving this letter (the "Solicitation Cover Letter") because you are a holder of a Claim[2] in one or more of the following Classes (collectively, the "Voting Classes") as set forth in the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3535] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Plan"):

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[1] The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/Endo. The location of the Debtors' service address for purposes of these chapter 11 cases is: 1400 Atwater Dr, Malvern PA 19355.

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan, Disclosure Statement, Disclosure Statement Order (each as defined herein), or the Solicitation and Voting Procedures (as defined in the Disclosure Statement Order), as applicable.

Voting Classes	
Class	**Claim**
3	First Lien Claims
4(A)	Second Lien Deficiency and Unsecured Notes Claims
4(B)	Other General Unsecured Claims
4(C)	Mesh Claims
4(D)	Ranitidine Claims
4(E)	Generics Price Fixing Claims
4(F)	Reverse Payment Claims
5	U.S. Government Claims
6(A)	State Opioid Claims
6(B)	Local Government Opioid Claims
6(C)	Tribal Opioid Claims
7(A)	PI Opioid Claims
7(B)	NAS PI Claims
7(C)	Hospital Opioid Claims
7(D)	TPP Claims
7(E)	IERP II Claims
8	Public School District Claims
9	Canadian Provinces Claims
10	Settling Co-Defendant Claims
11	Other Opioid Claims
12	EFBD Claims

As a member of a Voting Class, you are entitled to vote to accept or reject the Plan, or may abstain from voting on the Plan, and make an election with respect to certain releases contained in Article X of the Plan. ***Therefore, you should read this Solicitation Cover Letter and the enclosed materials carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one***.

This Solicitation Cover Letter is part of your Solicitation Package, which was approved by the Bankruptcy Court for distribution to holders of Claims in connection with the solicitation of votes to accept or reject the Plan. You may access the solicitation materials (the "Voting Class Digital Package") by visiting https://restructuring.ra.kroll.com/endo/ (the "Case Website") and clicking "Solicitation Materials" located within the "Quick Links" section of the site's left-hand navigation panel (the "Solicitation Materials Webpage"). You may also directly access the Solicitation Materials Webpage by **using the QR code on the last page of this Solicitation Letter**.[3] Additionally, you may access these materials for a fee via PACER at https://www.nysb.uscourts.gov/. Please review these materials carefully and follow the instructions contained therein. The Solicitation Materials Webpage contains the following documents:

A. The *Order (I) Scheduling a Combined Hearing for Approval of the Disclosure Statement and Confirmation of the Plan; (II) Conditionally*

[3] The QR code can be scanned using the camera on any smartphone or tablet capable of accessing the internet and will automatically take you to the Solicitation Materials Webpage.

Approving the Adequacy of the Disclosure Statement; (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes, and (D) Procedures for Objections; and (IV) Granting Related Relief [Docket No. 3549] (the "Disclosure Statement Order"), as entered by the Bankruptcy Court;

B. The Solicitation and Voting Procedures;

C. The *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3554] (the "Disclosure Statement"), as conditionally approved by the Bankruptcy Court (along with the Plan and other exhibits attached thereto);

D. The Scheme Circular;

E. Copies of this Solicitation Cover Letter and the Letters in Support (defined below); and

F. The notice of the Combined Hearing (defined below).

Endo International plc ("Endo Parent") intends to pursue a "scheme of arrangement" under Part 9 of the Irish Companies Act 2014 (the "Scheme") with certain claimants (the "Scheme Creditors"), which will implement certain terms of the Plan in Ireland and affect the rights of Scheme Creditors. The Debtors have prepared a Scheme Circular (the "Scheme Circular"), which has been put before the High Court of Ireland, describing the terms of the Scheme and explaining its effects, including who it applies to, how it interacts with the Plan, and how to vote to approve or reject the Scheme. Votes in respect of the Scheme will be cast at the Scheme Meetings (as defined in the Scheme Circular), which will be held on **March 7, 2024**, as set out in the Scheme Circular and the Notice of the Scheme Meetings (as defined in the Scheme Circular). Copies of the Scheme Circular (with the terms of the Scheme, among other documents, appended thereto) can also be accessed using one of the methods set out above to access copies of relevant materials from the Solicitation Materials Webpage. To the extent necessary, this letter should be considered an advertisement within the meaning of section 452(1)(b) of the Irish Companies Act 2014.

Scheme Creditors are only required to vote once in respect of the Plan and the Scheme. Scheme Creditors may vote on both the Plan and the Scheme by duly completing and submitting the applicable Ballot (or having a Master Ballot submitted on its behalf) in accordance with the Solicitation and Voting Procedures.

Additionally, your Ballot for voting, letters from the Committees recommending acceptance of the Plan (collectively, the "Letters in Support"), if applicable, and any additional documents that the Bankruptcy Court has ordered to be included in hard copy format are enclosed in paper format with your Solicitation Package accompanying this Solicitation Cover Letter. Instructions for requesting paper copies of the digital solicitation materials are included on the last page of this letter.

Please note that the hearing at which the Bankruptcy Court will consider the adequacy of the Disclosure Statement on a final basis and Confirmation of the Plan (the "Combined Hearing") will commence on **March 19, 2024 at 10:00 a.m. (prevailing Eastern Time)** or such other time that the Bankruptcy Court determines, before the Honorable James L. Garrity, Jr., in the United States Bankruptcy Court for the Southern District of New York, located at One Bowling Green, Courtroom 723, New York, New York 10004.

The deadline for filing objections to the Plan or Disclosure Statement is **February 22, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "Plan and Disclosure Statement Objection Deadline"). All objections to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Bankruptcy Court; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court and served upon the Objection Notice Parties (defined below) so as to be **actually received** on or before the Plan and Disclosure Statement Objection Deadline.

As set forth in the enclosed Disclosure Statement and accompanying materials, as a result of the Bankruptcy Court-approved Mediation, Endo Parent and its debtor affiliates, as debtors and debtors-in-possession (collectively, the "Debtors") and/or the Ad Hoc First Lien Group were able to negotiate the Plan Settlements with certain parties in interest in the Chapter 11 Cases. The Plan incorporates the Plan Settlements, which consist of multiple resolutions reached through extensive arm's length negotiations conducted through months of Mediation and reflect global consensus among nearly all key stakeholders in these Chapter 11 Cases, including the Committees, the FCR, and the Multi-State Endo Executive Committee, among others.

The Debtors are jointly proposing the Plan, which seeks to (i) resolve the extensive litigation facing the Debtors, (ii) implement the Plan Settlements, and (iii) restructure the Debtors' capital structure in such a way that maximizes recovery to all creditors while ensuring the go-forward business remains a financially strong and competitive enterprise upon emergence. At present, the Debtors believe the Plan is the best option to address the extensive litigation facing the Debtors. The Debtors, therefore, believe that a failure to approve the Plan may cause substantial harm to the Debtors and potentially reduce any recovery you might otherwise receive as a creditor.

The Ad Hoc First Lien Group and the parties to the Plan Settlements support the Plan, and the Debtors strongly recommend that you vote to accept the Plan. The Debtors believe that liquidation under chapter 7 would result in substantially smaller distributions to creditors than those provided for in the Plan, as described in further detail in the Disclosure Statement and the exhibits attached thereto.

The Debtors believe that confirmation and consummation of the Plan is in the best interests of all holders of Claims and Interests and therefore urge that all creditors who are entitled to vote on the Plan do so in favor of the Plan. The Debtors also urge all creditors to review their Ballots carefully regarding the consensual third-party releases contained in

Article X of the Plan. By granting the applicable releases, certain creditors may be entitled to an additional payment. If you are a holder of a Claim in Classes 3, 4(A), 4(E)-(F), 6(B)-(C), 7(C)-(D), or 8-10 and fail to submit a Ballot, however, then you will be deemed to consent to grant the applicable releases in each and every capacity in which you hold a Claim against, or Interest in, any of the Debtors. However, if you are a holder of a Claim in Classes 4(B)-(D), 7(A)-(B), 7(E), 11, or 12 and fail to submit a Ballot, you will be deemed to opt out of the applicable releases unless you affirmatively make the election to opt in to grant the applicable releases. If you are a holder of a Trust Channeled Claim (other than a Canadian Provinces Claim, State Opioid Claim, or Tribal Opioid Claim), by granting the applicable third-party releases, you may be entitled to an additional payment from the Trust in exchange for granting the releases. Please be advised that if you are abstaining from voting on the Plan and you are a holder of a Claim in Classes 3, 4(A), 4(E)-(F), 6(B)-(C), 7(C)-(D), or 8-10, you must affirmatively check the appropriate box in your Ballot to opt out of the releases—if you affirmatively opt out of granting the applicable third-party releases and you hold a Claim in Class 4(A), 4(E)-(F) or 7(C)-(D), you will not receive any additional payments. Please be advised that if you are abstaining from voting on the Plan and you are a holder of a Claim in Classes 4(B)-(D), 7(A)-(B), 7(E), 11, or 12, you will be deemed to opt out of the releases unless you affirmatively check the appropriate box in your Ballot to opt in to the releases—if you do not affirmatively opt in to grant the applicable third-party releases, you will not receive any additional payments.

THE DEBTORS BELIEVE THAT CONFIRMATION AND CONSUMMATION OF THE PLAN IS IN THE BEST INTERESTS OF ALL HOLDERS OF CLAIMS AND INTERESTS AND STRONGLY URGE YOU TO VOTE IN FAVOR OF THE PLAN AND SCHEME, IF APPLICABLE.

YOU MAY DO SO BY TIMELY SUBMITTING A BALLOT INDICATING YOUR ACCEPTANCE OF THE PLAN AND SCHEME, IF APPLICABLE, AND YOUR RELEASE ELECTION, IF APPLICABLE, AS EXPLAINED IN THE VOTING INSTRUCTIONS ACCOMPANYING YOUR BALLOT. THE VOTING DEADLINE IS FEBRUARY 22, 2024, AT 4:00 P.M. (PREVAILING EASTERN TIME).

IF THE DEBTORS' PLAN OF REORGANIZATION IS CONFIRMED BY THE BANKRUPTCY COURT AND THE DEBTORS' SCHEME OF ARRANGEMENT IS SANCTIONED BY THE HIGH COURT OF IRELAND, BOTH WILL BIND HOLDERS OF CLAIMS AND INTERESTS REGARDLESS OF WHETHER THEY HAVE VOTED.

If you have any questions about the materials in the Solicitation Package, please feel free to contact the Solicitation Agent by: (a) calling the Solicitation Agent at (877) 542-1878 (U.S./Canada, toll-free) or +1 (929) 284-1688 (International, toll); (b) visiting the Debtors' Case Website at https://restructuring.ra.kroll.com/Endo and contacting the Solicitation Agent via the "Live Chat" feature at the "Info Center" panel of the landing page; (c) contacting the Solicitation Agent by mail at Endo Ballot Processing Center, c/o Kroll Restructuring Administration, LLC, 850 Third Avenue, Suite 412,

Brooklyn, NY 11232; or (d) emailing endoinfo@ra.kroll.com. If you are a holder of a Claim in Classes 4(A)-(F) or 10, you may also contact the Creditors' Committee with any questions at EndoCreditorInfo@kramerlevin.com. If you are a holder of a Claim in Classes 6(B)-(C), 7(A)-(E), 8, 9, or 11, you may also contact the Opioid Claimants' Committee with any questions at EndoCreditorInfo@akingump.com.

ACCESS TO ELECTRONIC MATERIALS

THE DISCLOSURE STATEMENT, PLAN, AND DISCLOSURE STATEMENT ORDER (INCLUDING THE SOLICITATION AND VOTING PROCEDURES AND OTHER EXHIBITS) AND THE SCHEME CIRCULAR MAY BE ACCESSED FREE OF CHARGE AT HTTPS://RESTRUCTURING.RA.KROLL.COM/ENDO BY CLICKING ON THE "SOLICITATION MATERIALS" TAB ON THE HOME PAGE. ADDITIONALLY, YOU MAY ACCESS THE SOLICITATION MATERIALS BY SCANNING THE QR CODE BELOW USING THE CAMERA ON YOUR SMART PHONE, TABLET, OR OTHER DEVICE.

YOU CAN ALSO REQUEST, FREE OF CHARGE, PAPER COPIES OF ANY OF THESE MATERIALS BY CONTACTING THE DEBTORS' SOLICITATION AGENT THROUGH ONE OF THE METHODS PROVIDED ABOVE. AS SOON AS REASONABLY PRACTICABLE AFTER RECEIVING SUCH A REQUEST, THE SOLICITATION AGENT WILL PROVIDE YOU WITH THE DOCUMENTATION YOU REQUESTED.

75795-01

Dated: January 25, 2024
New York, New York

/s/ Paul D. Leake

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75795-03

***In re Endo International Plc*, Case No. 22-22549 (JLG)**

The OCC's Letter to Opioid Claimants in Support of the Plan

To all holders of Opioid Claims against Endo International Plc and its subsidiaries and affiliates (collectively, the "Debtors" or "Endo"):

We write this letter as counsel to, and on behalf of the Official Committee of Opioid Claimants (the "OCC") appointed in the Debtors' bankruptcy cases (the "Chapter 11 Cases") to share the OCC's views on the *Joint Chapter 11 Plan of Reorganization of Endo International Plc and its Affiliates Debtors* (the "Plan")[1] and the resolution for private[2] Opioid Claimants that is part of the Plan (the "OCC Resolution").

In summary, the OCC recommends that you (a) vote to accept the Plan and (b) grant the third party release by checking the box on your ballot (if you are a PI, NAS, or IERP claimant) or by not opting out of the release on your ballot (if you are any other type of opioid claimant, such as a Hospital or Third Party Payor).

Your Ballot must be received by February 22, 2024 at 4:00 p.m. (ET) to be counted.

This letter is divided into the following sections:

1. The OCC and its Members
2. The Reasons that the OCC Supports the Plan
3. A Summary of the Chapter 11 Cases
4. The OCC Settlement/the Plan
5. Important Information About Voting and Granting the Releases

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[1] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan. This summary is for informational purposes only and is subject in all respects to the Plan. In the event of a conflict between this summary and the Plan, the Plan controls.

[2] The OCC Resolution included in the Plan, and as discussed in this letter, provides recoveries to present private opioid claimants (PI's, NAS Claimants, Hospitals, Third Party Payors, and Independent Emergency Room Physicians). The Plan provides for separate recoveries for various Public Opioid Claimants: (1) More than 40 states (the majority of which negotiated a resolution with Endo prior to the Petition Date) will receive $273 million on the Effective Date (which will increase to $460 million if paid over 8 years); (2) Tribes will receive up to $15 million paid over 8 years (subject to potential prepayment at a discount); (3) certain Canadian governmental entities will receive up to $7.25 million paid over a number of years (subject to potential prepayment at a discount); and (4) Public Schools will receive up to $3 million paid over a number of years (subject to a potential prepayment at a discount). Local governments in the United States will receive the right to participate in their applicable State distribution, subject to the determination of each State. Although the OCC did not directly negotiate any of these resolutions, the OCC facilitated many of them and supports all of them. The OCC would also note that Endo paid approximately $240 million in settlement payments prior to chapter 11 to various States, political subdivisions, and one NAS claimant. Therefore, the sum total of Endo's payment for its opioid liability, on an NPV basis, is more than $600 million, and on a nominal basis, is close to $800 million. The OCC recommends that each State, Public School, Tribe, and Canadian Governmental entity that is subject to these various settlements vote in favor of the Plan and, to the extent applicable, grants the releases.

1. The OCC And Its Members

The OCC is the official independent fiduciary for the interests of *all* Opioid Claimants. Each member of the OCC was appointed by the Office of the United States Trustee (the "UST")[3] to serve on the OCC.

The OCC consists of the following ***unpaid*** and ***volunteer*** members:[4]

1. ***Robert Asbury***, who serves as a Guardian *Ad Litem* representing two children afflicted with Neonatal Abstinence Syndrome ("NAS") who are plaintiffs in a Tennessee lawsuit seeking damages under Tennessee's Drug Dealer Liability Act from certain of the Debtors.

2. ***Sabrina Barry***, who is a mother and caregiver of two children exposed to opioids in utero. In 2011, Ms. Barry suffered a car accident. When she was admitted to the hospital for treatment for her injuries, she learned she was pregnant. Without receiving information from her doctors regarding the risks, Ms. Barry was prescribed opioids, including Percocet, throughout her entire pregnancy and for a year and a half after she gave birth.

3. ***Blue Cross and Blue Shield Association***, a national association of 34 independent, community-based Blue Cross and Blue Shield companies (the "BCBS Companies"). The BCBS Companies provide healthcare coverage to one-third of all Americans, including approximately 5.5 million federal employees and annuitants who are members of a health plan established under the Federal Employee Health Benefits Act that BCBSA administers.[5]

4. ***Erie County Medical Center Corporation***, one of Western New York's leading hospitals, serving Western New York and its surrounding areas. ECMCC specializes in trauma care, transplantation and kidney care, oncology and behavioral health, including the care and treatment of those afflicted with opioid addiction. ECMCC has been at the forefront of addressing the opioid crisis in Western New York, and has borne the brunt of uncompensated and undercompensated care for harm inflicted by the Debtors. Not only is ECMCC a leader in the treatment and care of those afflicted with opioid addiction, but it also is at the cutting-edge of researching, strategizing and developing new protocols and remedies to fight the opioid crisis to ease the burdens of those affected most.

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[3] The UST is an agency within the United States Department of Justice (the "DOJ") tasked, among other things, with determining whether to appoint a committee (or multiple committees) of unsecured creditors to represent the interests of unsecured creditors in chapter 11 cases.

[4] For more information about the members of the OCC, we refer you to the *Verified Statement of the Official Committee of Opioid Claimants of Endo International plc,* et al*., Pursuant to Bankruptcy Rule 2019*, dated September 27, 2022 [ECF No. 299], a copy of which can be accessed on the Debtors' case website at: https://restructuring.ra.kroll.com/endo/Home-DownloadPDF?id1=MTM0NzI1OA==&id2=-1.

[5] BCBSA's claims arise from payments of excessive amounts for prescription medications used by members of private Medicare Part C and Medicaid plans, Federal Employee Health Benefits Act plans and coverage and administrative services for fully insured and self-funded employer health plans under ERISA. BCBSA's claims also arise from the downstream effects of these opioid prescriptions, including paying for the treatment—emergency treatment and protracted rehabilitation—of current and former members who have suffered the effects of improper opioid prescriptions.

5. ***Sean Higginbotham***, is the husband of Lisa, whom he met in Texas. Sean and Lisa moved to rural Oklahoma to raise their family. However, a hit-and-run accident left Lisa with severe back problems and intense chronic pain. A number of surgeries and years of use of prescription opioids—including opioids manufactured by certain of the Debtors—did little to solve these issues. By 2012, Lisa had a noticeable change in her personality, having become increasingly reserved and refusing to leave her home. Lisa's opioid dependence symptoms worsened until her children found her deceased due to an opioid overdose in 2018.

6. ***Alan MacDonald*** was prescribed opioids—including oxycodone manufactured by certain of the Debtors—to treat his pain after suffering an injury. Soon thereafter, his growing dependence on opioids affected his life and his family. Mr. MacDonald lost his job, suffered a divorce from his wife and lost custody of his two daughters. He subsequently pursued rehabilitation seeking the help he needed; however, he needed more time than he had to recover from his dependence on opioids. After struggling with recovery for many years, Mr. MacDonald now attends and hosts AA meetings to help others who have also suffered from opioid addiction.

7. ***Michael Masiowski, M.D.***, is an independent emergency room physician who has provided emergency opioid treatment services to patients who were uninsured, indigent or otherwise eligible for services through programs such as Medicaid. Dr. Masiowski is the putative class representative for a class of emergency room physicians who have been forced to provide an inordinate amount of emergency room services related to the "opioid epidemic," either for no compensation or for compensation substantially below market rates.

In addition to these voting members, Rochester City School District serves as an *ex officio* member of the OCC on behalf of certain public school districts.

On September 8, 2022, the OCC selected Cooley LLP to serve as lead and general bankruptcy counsel and Akin Gump Strauss Hauer & Feld LLP ("Akin") to serve as special counsel. The OCC selected Province, Inc. ("Province") to serve as its financial advisor and Jefferies LLC ("Jefferies") to serve as its investment banker on September 9, 2022. Akin, Province and Jefferies also served as the main legal and financial advisors to the opioid claimants' committees or official committees of unsecured creditors in the bankruptcy cases of *Purdue* and *Mallinckrodt*, and Akin and Province also served as the main legal and financial advisors to the official committee of unsecured creditors in the bankruptcy case of *Insys Therapeutics*.

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2. The Reasons that the OCC Supports the OCC Settlement in the Plan

The opioid epidemic is the single worst man-made public health crisis of our time. Countless lives have been devastated by the opioid crisis, and the number continues to grow. The OCC is sensitive to and focused on the harm suffered by every Opioid Claimant and its sole mandate in the Chapter 11 Cases has been to advocate for Opioid Claimants and to do whatever is possible to further the

efforts of obtaining compensation for victims and abating the opioid crisis resulting from the harm that these particular Debtors have allegedly caused.[6]

The OCC acknowledges that the OCC Resolution included in the Plan (as well as the other settlements that public opioid claimants have reached) is not perfect and that the amount of money being provided to Opioid Claimants by Endo to resolve the OCC's objections and issues in the Chapter 11 Cases (as well as to resolve the issues raised by various public opioid claimants) will never provide enough value to make up for the harm allegedly caused by the Debtors—indeed, that no amount of money would ever remedy such harm. The OCC has had to balance this understanding against the need for Opioid Claimants to receive material cash in a meaningful timeframe. This was particularly challenging in these Chapter 11 Cases given the relatively small size of the Debtors' business, particularly as compared to *Purdue* (and even *Mallinckrodt*), and the significant amount of secured financial debt that the Company had (billions of dollars).

After significant work, the OCC concluded that the OCC Resolution embodied in the Plan—*i.e.*, the payment of $119.7 million over two years to Private Opioid Claimants (or $89.7 million if paid entirely on the Effective Date of the Plan)—was the best way now available to meet the OCC's goals and to ensure that funds reach Opioid Claimants as quickly as possible. The OCC Resolution, along with resolutions reached with public Opioid Claimants both during and before the chapter 11 case, will provide for more than $600 million (net present value)[7] in funding for critical abatement efforts and victim compensation.

One of the factors that led the OCC to this conclusion is the substantial delay in payments to Opioid Claimants that has occurred in other opioid chapter 11 cases. In *Mallinckrodt*, for example, the settlement for opioid claimants in Mallinckrodt's first bankruptcy filing provided for an eight-year payment stream. However, as a result of Mallinckrodt's second bankruptcy filing, only a portion of those payments were ever made, and the remaining payments were heavily discounted, cutting off hundreds of millions of dollars that would have gone to opioid abatement and victim compensation. In *Purdue*, as a result of ongoing appeals brought by the DOJ and the UST, opioid claimants other than the DOJ have not received any money from Purdue or the Sackler family since Purdue filed for bankruptcy in September 2019, despite approval of the Purdue plan of reorganization by the bankruptcy court in the fall of 2021. In light of these cases, the OCC negotiated for a resolution that requires that all payments be made within two years of the Effective Date of the Plan. Private Opioid Claimants who filed proofs of claim, elect or are deemed to give the third party releases[8] and who meet the other relevant criteria for their specific sub-trust can

[6] The OCC also considers its mandate in these opioid cases to include doing what it can to protect public health and safety from the results of Endo's opioid practices. To that end, the OCC was instrumental in negotiating for the appointment of a monitor to oversee Endo's compliance with the voluntary business injunction it negotiated with the States to ensure that its business practices concerning opioids comply with such injunction. The OCC was also pleased that the States negotiated for the funding of a document repository to include tens of thousands of Endo documents to help educate the public about Endo's role in the opioid crisis.

[7] As noted earlier, Endo paid approximately $242 million in settlement payments to public opioid claimants and one NAS claimant prior to chapter 11. If Endo pays the amounts due under the Plan entirely on the Effective Date—which is likely—the net present value of those payments to Opioid Claimants is approximately $370 million.

[8] The third-party releases are discussed in more detail below.

expect to receive payment on their claim as soon after the Effective Date as the trustees for their trusts are able to do so.

Another factor that led the OCC to support this Plan is the desire to distribute money to Private Opioid Claimants without harming the settlement reached by the State Attorneys General on their public side opioid claims. Private Opioid Claimants are not parties to the approximately ***$50 billion*** in settlements negotiated outside of bankruptcy by certain public opioid claimants (including the Federal government, states, political subdivisions and Native American Tribes) with other opioid defendants (*i.e.*, companies not in bankruptcy such as Teva, McKesson and CVS). As a result, private Opioid Claimants have received almost none of the cash distributed to date in connection with those settlements and will receive none in the future. Indeed, to date, private opioid claimants have received only limited distributions in connection with just two bankruptcy cases: *Insys* and *Mallinckrodt*. The Endo Plan, conversely, will deliver $119 million to private opioid claimants in two years (or, if prepaid, approximately $90 million on the Effective Date).

A third important factor is the OCC's determination that the certainty of cash in the near term was more important than the more speculative possibility of value from non-cash and contingent assets, such as the rights to seek recovery from the Debtors' insurance assets or prosecute causes of action against third parties. This determination was based in part on the immediate need faced by Opioid Claimants, but also—and more importantly—on the OCC's work to evaluate these contingent assets and the problems that could be encountered in trying to recover from them. The OCC's advisors conducted extensive diligence regarding the Debtors' insurance assets, including the Debtors' access to products liability insurance coverage for claims related to their manufacture, marketing, and sale of opioid products. Based on this diligence, the OCC considered the strengths and weaknesses of any claims against such insurance, as well as potential estate causes of action against other defendants relating to such insurance and determined that the better option, in light of the OCC's goals set forth above, was to negotiate for payment of cash as soon as possible. The OCC also recognized that even if contingent assets could be more valuable in the longer term, the process of obtaining that value would delay much-needed recoveries for Opioid Claimants and would require funding that could be better used for opioid abatement and victim compensation. By negotiating for cash payment in the near term, the OCC Resolution avoids the significant costs and delays associated with pursuit of these contingent assets.

Fourth, the OCC considered the strength of its legal arguments against the proposed Plan (and prior to that, against the proposed sale), and weighed the strength of those legal arguments and the potential recoveries for opioid claimants if the OCC were successful, against the OCC Resolution and the associated factors discussed in this letter. The OCC included in that analysis the risks, costs, and delay associated with bringing any such litigation. The OCC concluded that the OCC Resolution was preferable.

A final important factor considered by the OCC was the recovery for Private Opioid Claimants (and the allocation *among* them) as compared to the recovery for Public Opioid Claimants. First, the OCC looked at both (i) the proposed allocations between public and private opioid claimants in *Purdue* and *Mallinckrodt* and (ii) the relative size of the resolution reached with the public Opioid Claimants in these Chapter 11 Cases. After engaging in this analysis, the OCC was comfortable that the outcome in this case was comparable to the allocations and total

proposed recoveries agreed to in those cases. Second, the OCC worked with the various private claimant sub-groups (including through a two day mediation session) to ensure that each subgroup of private Opioid Claimants will receive an allocation percentage that is similar (taking into consideration the relative size of these Chapter 11 Cases when compared to *Purdue* and *Mallinckrodt*) to what its respective sub-group of private opioid claimants were allocated in *Purdue* and *Mallinckrodt*. The OCC was satisfied that these considerations also weighed in favor of supporting the OCC Resolution.

For all of these reasons, the OCC determined that it was in the best interests of private Opioid Claimants to support the settlement incorporated in the OCC Resolution and the Plan. **The OCC encourages all holders of private Opioid Claims to vote to accept the Plan and to grant the releases as we explain herein**.

In addition, the OCC is pleased the settlements were reached between Endo, its secured creditors, and certain Public Opioid Claimants. Therefore, and as noted above, the OCC recommends that each State, Public School, Tribe, and Canadian Governmental entity that is subject to the various settlements contained in the Plan for their claimant category vote in favor of the Plan and, to the extent applicable, grants the release.

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3. A Summary of the Chapter 11 Cases

Endo filed for Chapter 11 on August 16, 2022. At that time, it announced, among other things, three important aspects of the framework it intended to use for the Chapter 11 Cases:

> ***First***, that it had entered into a restructuring support agreement with an ad hoc group of its first-lien secured lenders, pursuant to which that group would purchase Endo's assets during the bankruptcy case;
>
> ***Second***, that the ad hoc group of first lien lenders had in turn reached a resolution with the vast majority of State Attorneys General for a payment of roughly $450 million over 10 years to resolve those States' opioid-related claims against Endo; and
>
> ***Third***, that the ad hoc group of first lien lenders would offer to any *private opioid claimant* the chance to participate in its pro rata share of $85 million paid no earlier than *ten years* after the Closing Date (*i.e.*, no earlier than 2033), if and only if such claimants would agree to provide certain releases for the benefit of third parties, including Endo, Endo's directors and officers and the first-lien lenders themselves. This "open offer" had a total net present value of approximately $27.4 million.

The OCC did not support the "open offer" to Private Opioid Claimants and resolved to challenge the proposed sale of Endo's assets, to seek ownership of Endo's insurance assets and causes of action, and to generally increase the value being "offered" to Private Opioid Claimants[9].

[9] At that time, there were no resolutions yet negotiated with the Canadian Provinces nor the Public Schools.

The OCC's advisors concluded that the total value that could be available for distribution to Opioid Claimants would have to come from, among others, the following sources (and would come only after subtracting any amounts that would need to be paid to more senior or secured *valid* creditors): (i) the value of the Company's business operations; (ii) the Debtors' cash balance of approximately $1 billion as of the Petition Date; and (iii) potential claims and causes of action for the benefit of the estate, including claims to recover from the Debtors' insurance policies and claims against fiduciaries and other third parties.

Unlocking portions of this value for Opioid Claimants may have depended on the results of litigation against certain of the Debtors' secured creditors. At the beginning of the Chapter 11 Cases, the OCC's advisors investigated, among other things, claims that could be pursued to bring value into the Debtors' estates and/or make value available for the benefit of Opioid Claimants, as well as other potential sources of value for Opioid Claimants. The OCC coordinated with the Official Committee of Unsecured Creditors (the "UCC") on investigating any such claims and on considering and analyzing the likelihood of success of any such claims and the likely recovery associated with any such claims, as well as the likelihood of collecting on any judgment rendered in favor of such claims.

To that end, in late January 2023, the OCC—together with the UCC—filed a motion seeking standing to bring certain causes of action, and attached four draft complaints, including complaints seeking to invalidate certain liens of the secured creditors, and a complaint seeking to unwind approximately $90 million in bonus payments made to Endo's officers prior to filing for bankruptcy. (Of course, if the OCC had not ultimately reached a settlement, it would have pursued this litigation).

In late January, the Court ordered that certain parties participate in mediation and appointed Judge Shelley C. Chapman (Ret.) as mediator. The mediation parties consisted of, among others, (i) the Debtors, (ii) the Ad Hoc First Lien Group (*i.e.* the secured creditors whose liens the OCC was challenging), (iii) the UCC, (iv) the OCC, and (v) the United States of America (i.e. the DOJ).

Following multiple rounds of contentious negotiations, the OCC eventually entered into an agreement in principle with the Ad Hoc First Lien Group to resolve any and all disputes between the parties, which was subsequently reflected in the *Voluntary Present Private Opioid Claimant Trust Term Sheet*. This term sheet was initially filed in March 2023. The terms of the OCC resolution are more fully explained below. A resolution was also reached with the UCC.

Between March 2023 and August 2023, Endo and the Ad Hoc First Lien Group negotiated resolutions with other parties representing opioid interests, including certain Canadian provinces and certain public school districts. Endo and the Ad Hoc First Lien Group also negotiated a resolution with the court appointed future claimants' representative, which settlement included a resolution of future opioid-related claims. The OCC was not a party to these resolutions, but helped to facilitate them.

Beginning in the summer of 2023 and continuing into the fall, Endo and the Ad Hoc First Lien Group also negotiated with the Department of Justice regarding both civil and criminal opioid and non-opioid claims against Endo. As a result of those negotiations, Endo determined to pursue a plan of reorganization as opposed to a sale of its assets to its first lien secured lenders.

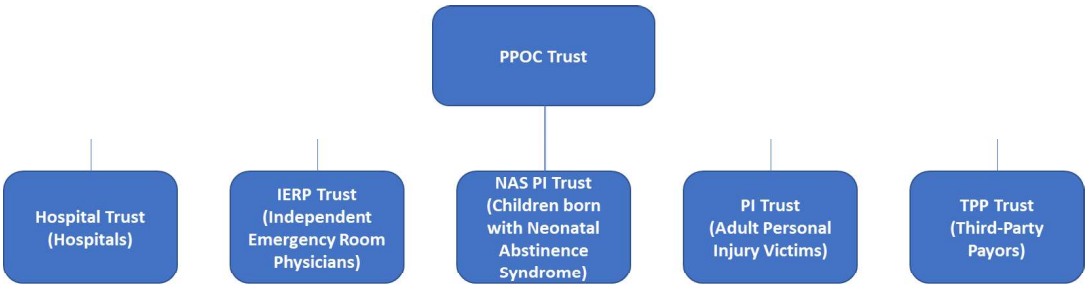
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4. The OCC Settlement/The Plan

The OCC Resolution reflects an agreement between the OCC and the Ad Hoc First Lien Group for the payment of $119.7 million to present private opioid claimants, to be paid within no more than two years of closing (as opposed to one payment in ten years, per the original "open offer"), which may be paid in full in the amount of $89.7 million if paid on the Effective Date. This resolution is in exchange for (i) the OCC's agreement to resolve all of the disputed matters (including those mentioned above) and (ii) present private Opioid Claimants agreeing to provide releases to, among others, the Ad Hoc First Lien Group and certain of Endo's directors and officers. More specifically, the Plan provides that each present private Opioid Claimant will:

(i) Have its opioid claim channeled to a trust (the "PPOC Trust");
(ii) Obtain payment, if any, from such trust in accordance with trust distribution procedures ("TDPs"); and
(iii) Have the opportunity to release third parties from related claims in exchange for a right to a greater recovery (*i.e.*, an additional payment of four times the base amount) under the applicable TDPs.

The Plan contemplates the establishment of the following trusts, for the following groups of present private Opioid Claimants:



The PPOC Trust will be the initial recipient of all assets used to pay present private Opioid Claimants' claims. The PPOC Trust will forward this money, less administrative costs, to the various sub-trusts (the "PPOC Sub-Trusts") created for specific private Opioid Claimant constituencies, in the following allocation:

Trust	Allocation Percentage[10]	Nominal Allocation Assuming:	
		No Prepayment	Prepayment at Emergence
Hospital Trust	17.3%	$20,621,600.00	$15,431,600.00
IERP Trust II	2.2%	$2,622,400.00	$1,962,400.00
NAS PI Trust	7.2%	$9,082,400.00	$6,922,400.00
PI Trust	44.5%	$53,044,000.00	$39,694,000.00
TPP Trust	28.8%	$34,329,600.00	$25,689,600.00
TOTAL:	**100.0%**	**$119,700,000.00**	**$89,700,000.00**

Each of these PPOC Sub-Trusts will distribute their share of the money to the relevant group of claimants in accordance with its applicable TDPs, current drafts of which are available on the Bankruptcy Court docket and at the informational website established by the OCC, (https://cases.ra.kroll.com/EndoOpioidClaimantInfo/). **It is anticipated that updated drafts of these trusts should be available around mid-February**.

Importantly, each Present Private Opioid Claimant (assuming you hold a valid claim under your applicable TDP) will be entitled to receive an ***additional*** *four times* (thus, a total of five times the base amount) distribution if it provides releases to certain third parties (including certain of the Debtors' directors and officers) from claims and causes of action related to their Opioid Claims against Endo. Conversely, present private Opioid Claimants who choose not to grant the releases, but who are otherwise entitled to a distribution from their PPOC Sub-Trust, will only receive 20% of what they would be entitled to receive had they elected to grant the releases. **For this reason, the OCC encourages all holders of present private Opioid Claims to elect to grant the releases.**

For the avoidance of doubt, electing to grant the releases will not release any claims you may have against, among others, McKinsey & Company, Inc., Arnold and Porter, LLP or any of the opioid distributors, manufacturers (other than the Debtors) or pharmacies that have been frequently named as defendants in any of the nationwide opioid litigations. A summary of which parties are and are not being released if you choose to grant the releases is set forth in the following chart. This summary is qualified in its entirety by reference to the Disclosure Statement and the Plan.

Claim Type/Classes	Who Is Getting a Release?	Who is NOT Getting a Release?
Present Private Opioid Claimants ("PPOCs") that opt into, or do not opt out of, the release Classes 7(A), 7(B), 7(C), 7(D), 7(E)	1) The Debtors and their Estates[11] 2) The Non-Debtor Affiliates 3) The Post-Emergence Entities 4) Each Consenting First Lien Creditor and Prepetition Secured Party, solely in their respective capacities as such	1) McKinsey Parties 2) Arnold & Porter Parties 3) Any of the Debtors' current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or

[10] In connection with the overall settlement of allocation of the consideration to be contributed to the PPOC Trust among the PPOC Sub-Trusts, certain third parties agreed to contribute an additional $500,000 to the PPOC Trust, which will be directly reallocated to the NAS PI Trust.

[11] Regardless of whether you choose to grant a release, if the Plan is confirmed any claims you may have against the Debtors and the Post-Emergence Entities will be discharged by the Plan.

Claim Type/Classes	Who Is Getting a Release?	Who is NOT Getting a Release?
	5) The Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members hereof, in each case solely in their respective capacities as such 6) The OCC and each of the members thereof, in each case solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such 7) The UCC and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such 8) The FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such 9) The Endo EC and each of the States that are members thereof and their respective officers and Representatives in each case solely in their respective capacities as such 10) The PPOC Trust, the PPOC Sub-Trusts, the GUC Trust, the Distribution Sub-Trusts, the Future PI trust, the Public Opioid Trust, the Tribal Opioid Trust and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such 11) The First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such 12) The Unsecured Notes Indenture Trustees, solely in their capacities as such 13) With respect to anyone listed in (1) through (12) above, such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such 14) With respect to anyone listed in (1) through (13) above, such Persons' current and former officers, directors (including any Persons in analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such	sale of Opioids or Opioid Products (excluding the Debtors' (i) current and former officers, directors and employees (in each case, solely in their respective capacities as such); and (ii) professionals retained by the Debtors in the Chapter 11 Cases (including any ordinary course professionals) 4) Practice Fusion, Inc. 5) Publicis Health Parties 6) ZS Associates Parties 7) Co-Defendants 8) Any distributor, manufacturer or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids or Opioid Products
Canadian Governments that do not opt out of the release Class 9	Same as the PPOCs	Same as the PPOCs

Claim Type/Classes	Who Is Getting a Release?	Who is NOT Getting a Release?
Public School Districts that do not opt out (or are deemed not to opt out) of the release Class 8	Same as the PPOCs	Same as the PPOCs
State Opioid Claimants Class 6(A)	1) The Debtors and their Estates 2) The Non-Debtor Affiliates 3) The Post-Emergence Entities 4) Each Consenting First Lien Creditor and Prepetition Secured Party, solely in their respective capacities as such 5) The Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members hereof, in each case solely in their respective capacities as such 6) The OCC and each of the members thereof, in each case solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such 7) The UCC and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such 8) The FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such 9) The Endo EC and each of the States that are members thereof and their respective officers and Representatives in each case solely in their respective capacities as such 10) The First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such 11) With respect to anyone listed in (1) through (10) above, such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such 12) With respect to anyone listed in (1) through (11) above, such Persons' current and former officers, directors (including any Persons in analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such	1) McKinsey Parties 2) Arnold & Porter Parties 3) Any of the Debtors' current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids or Opioid Products (excluding the Debtors' (i) current and former officers, directors and employees (in each case, solely in their respective capacities as such); and (ii) professionals retained by the Debtors in the Chapter 11 Cases (including any ordinary course professionals) 4) Practice Fusion, Inc. 5) Publicis Health Parties 6) ZS Associates Parties 7) The PPOC Trust, the PPOC Sub-Trusts, the GUC Trust, the Distribution Sub-Trusts, the Future PI trust, the Public Opioid Trust, the Tribal Opioid Trust and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such and any of their predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, or such Persons'

Claim Type/Classes	Who Is Getting a Release?	Who is NOT Getting a Release?
		current and former officers, directors (including any Persons in analogous roles under applicable law), employees, and Representatives in each case, solely in their respective capacities as such 8) The Unsecured Notes Indenture Trustees, solely in their capacities as such and any predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees or such Persons' current and former officers, directors (including any Persons in analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such
Local Government or Tribal Opioid Claimants that do not opt out of the release Classes 6(B) and 6(C)	Same as the PPOCs	1) McKinsey Parties 2) Arnold & Porter Parties 3) Any of the Debtors' current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids or Opioid Products (excluding the Debtors' (i) current and former officers, directors and employees (in each case, solely in their respective capacities as such); and (ii) professionals retained by the Debtors in the Chapter 11 Cases (including any ordinary course professionals) 4) Practice Fusion, Inc. 5) Publicis Health Parties 6) ZS Associates Parties

*****

5. Important Information About Voting and Granting the Releases:

Please read this section, as it contains important information about voting and how you can ensure that you remain eligible for the enhanced compensation in these cases.

IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO CONSENT TO GRANT THE RELEASES and (i) automatically release such claims in the event the Plan is confirmed and goes effective and (ii) automatically receive an additional payment of **four times** the compensation to which you are entitled under the relevant TDPs. WE ENCOURAGE YOU TO VOTE TO ACCEPT THE PLAN AND GRANT THE RELEASES.

If you do not vote to accept the Plan, then your ability to receive the increased compensation in exchange for "giving" a release depends upon what type of claim you hold:

IF YOU HOLD A PERSONAL INJURY, NAS PERSONAL INJURY OR INDEPENDENT EMERGENCY ROOM PHYSICIAN CLAIM:

If you vote to reject the Plan, to receive the increased compensation, you must specifically elect to grant the releases by checking the "OPT IN" election in the same row on your ballot as your vote to "REJECT."

If you choose to abstain from voting on the Plan, in order to receive the increased compensation, you must specifically elect to grant the releases by checking the "OPT IN" election in the same row on your ballot as your election to "ABSTAIN."

To be clear, if you vote to reject the Plan or elect to abstain from voting on the Plan and you do not make the "OPT IN" election on your ballot, you will receive a greatly reduced distribution from your applicable PPOC Sub-Trust. If you fail to return your ballot by the voting deadline set forth on your ballot, you will be deemed to have elected to not grant the releases, and you will receive a greatly reduced distribution from your applicable PPOC Sub-Trust.

IF YOU HOLD A HOSPITAL OR THIRD PARTY PAYOR CLAIM:

If you vote to reject the Plan, to receive the increased compensation, you must specifically elect to grant the releases by checking the "OPT IN" election in the same row on your ballot as your vote to "REJECT."

If you choose to abstain from voting on the Plan, in order to receive the increased compensation, you should not check the "OPT OUT" election in the same row on your ballot as your election to "ABSTAIN." If you elect to "OPT OUT" of the releases, you will receive a greatly reduced distribution from your applicable PPOC Sub-Trust.

Finally, if you fail to return your ballot by the voting deadline set forth on your ballot, you will be deemed to have elected to grant the releases, which will entitle you to the greater recovery from your applicable PPOC Sub-Trust.

The following chart explains the above:

Type of Claimant	If you Vote Yes/Accept the Plan	If you Don't Vote on the Plan/Abstain	If you Vote No/Reject the Plan
State/DOJ	N/A	N/A	N/A
PI/NAS/IERP	Deemed to grant the Release and will receive the enhanced distribution	You must check a box to "Opt in" to the Release in order to get the enhanced distribution	You must check a box to "Opt in" to the Release in order to get the enhanced distribution
Any Other Opioid Claimant[12]	Deemed to Grant the Release and will receive the enhanced distribution	You should refrain from checking a box to "Opt Out" of the Release in order to get the enhanced distribution	You must check a box to "Opt in" to the Release in order to get the enhanced distribution

To the extent that any Opioid Claimant has any questions about the above (including voting or the release process), the Plan in general or these Chapter 11 Cases, the OCC encourages such claimant to reach out to the OCC's counsel at EndoCreditorInfo@akingump.com.

Very truly yours,

The Official Committee of Opioid Claimants of Endo International plc., et al.

[12] To be clear, the OCC would encourage any claimant that is part of a public opioid claimant group that negotiated its own resolution to discuss the specifics of that resolution and how claimants in that group can receive a distribution. The OCC can provide contact information for each public opioid claimant group upon request. Further, the OCC would note that some opioid claimants may not receive any distribution but are still required to "opt out" of the release in order to avoid granting the release. If you have any questions about the voting or release process, please contact the OCC at the contact information above.

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
Consider a resolution to accept and deposit awarded federal and state asset forfeiture funds.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
Federal law authorizes the Attorney General to share federally forfeited property with participating state and local law enforcement agencies. Through equitable sharing, any state or local law enforcement agency that directly participates in a law enforcement effort that results in a federal forfeiture may either request to put tangible forfeited property into official use or an equitable share of the net proceeds of the forfeiture.

In order to receive an equitable share, an agency must assist in the law enforcement effort resulting in federal forfeiture. If the property is seized as a part of an ongoing federal investigation and the defendants are being prosecuted in federal court, for example, it is federally forfeited. The department has received 4 awards since October. For reference, the below table provides insight into the amount of time it can take for an asset, once seized, before the department receives its share; also sharing is not guaranteed.

Seized Date	Asset Value	Awarded Date	Duncanville Share
09/01/2022	$339,900	09/05/2023	$49,710.38
06/03/2019	$1,108,633.70	11/28/2023	$378,308.97
05/06/2019	$528,540.00	11/28/2023	$180,364.27
05/06/2019	$3,450,146.18	11/28/2023	$1,177,362.39

Additionally, the Police Department has received state-awarded seizure funds. The rules and procedures with state-awarded funds are similar to federal. The department must participate in enforcement activity for state cases to receive shared funds. The department has been awarded $47,017.04, year-to-date in state funds.

The police department is currently working on how best to use the funds. The Department of Justice has specific guidelines for what is and what is not permitted use. As specified in the Equitable Sharing guidelines, funds received can only be accounted for as revenue once expenditures are identified and made. The funds received will be recorded on the balance sheet as deferred revenue until used.

POLICY EXPLANATION:
A budget amendment will be presented to Council at a later date, once expenditure needs are determined.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
NA	NA	NA

ACTION ALTERNATIVES:
1. Approve the resolution, accepting the awarded funds.
2. Do not approve the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution 2024-223 - FY 2024 - Acceptance of awarded Asset Forfeiture - Pdf

RESOLUTION NO. 2024-223

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ACCEPTING AND DEPOSITING AWARDED FEDERAL AND STATE ASSET FORFEITURE FUNDS; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department has been awarded $1,785,746 in federally awarded asset forfeiture funds, $47,017 in state-awarded asset forfeiture funds; and

WHEREAS, The city will request appropriations at a later date once expenditures are determined.

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

SECTION 1. The City Council authorizes the City Manager to accept and deposit the awarded monies into the Asset Forfeiture Fund.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of February 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to 1703 Main Realty, LLC, in an amount not to exceed $209,500.00 for a building located at 1703 S Main Street, Duncanville, Texas, 75137.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Jeremiah Brewer, MPA, Economic Development Coordinator

BACKGROUND/HISTORY:
The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

DCEDC Staff met with representatives from property this year to bring development to Duncanville, specifically targeting the revitalization of the City's retail and shopping centers.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

POLICY EXPLANATION:

The application by 1703 S Main was approved by the DCEDC on December 18, 2023, for incentive grants totaling $209,500.00. The grant requires final approval by the City Council. The application was tabled at the February 6, 2024 City Council Meeting. The payment of these incentive grants is contingent on the submission of a bona fide lease agreement from a "regional" restaurant to operate in the improved property.

FUNDING SOURCE:

ORG and Object Number
12051000 and 708501

Available Budget	**Purchase Amount**	**After Encumber**
$2,262,000.00	$209,500.00	$2,052,500.00

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment A-1703 Main Incentive Application
Attachment B-1703 Main Realty Presentation Slide
Resolution No. - 2024-214 - DCEDC Grant - 1703 Main Realty, LLC -- 1703 South Main Street - Pdf
1703 Main Site Plan
1703 MAIN REALTY Renderings

ATTACHMENT "A"

Incentives & Grants Assistance Application

Property Owner 1703 MAIN REALTY LLC
Mailing Address 100 Timbershade Dr.
City Red Oak State & Zip TX. 75154
Phone (214) 215-2380 Fax ____ Email alrousan6@yahoo.com

Project Representative Ali Assi
Mailing Address 1703 S. main St.
City Duncanville, State & Zip TX. 75137
Phone (214) 680-7828

Business Name ~~190~~ AMA FOOD STORE
Property Address 1703 S. main st Duncanville, Tx. 75137
Will You Lease or Own the Property? own Legal Incorporation (Sole Proprietor, LLC, etc) LLC
Type of Business Gas Station / Years in Business 4 years
Business Plan and Portfolio Available? No (If yes, please attach)

Project Description
Parking lot & Fire lane. storm drain Pipes. dumpster Enclosure
Retrofit fuel Canopy. Paint Exterior. landscaping & light Poles
Replace grease trap & sewer pipe. new water pipe
Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

Fiscal Impact / Financial Background
Current Real Property Value $ ____
Estimated Property Investment (if applicable) $ ____
Current Sales / Gross Receipts / Revenue Generated $ 85,000 / month
Additional Revenue to be Generated from Business Expansion (if applicable) $ 70,000 / month
Sales Growth Expectations: Year One 840,000 Year Two 937,500 Year Three 1,068,750.-
Projected Total Annual Operating Budget of this Facility $ 398,544.00
Business Liabilities $ 500,000.-
What infrastructure construction would be required? Storm drain Culverts & Pipes. Concrete Paving. water line. grease trap & sewer pipe. Land

Interior Investments $ 38000.- ✓ Exterior Investments $ 810,881.91 low

Are you entering into a Loan? No If yes, please answer the following:
Loan Amount $ NA
Down Payment $ ____
Construction Price of Improvements or Buildings $ ____
Lending Institution ____
Lender's Address ____
Lender's Contact Person ____

Employment Impact
Total Number of Jobs 10 Total Annual Payroll $ 234,375.00
Type of Jobs Created Restaurant Managers. Kitchen staff & Front Counter Staff

Percentage of Employees who will be Duncanville Residents 100%
Number of Full-time Employees 8 Number of Part-time Employees 2

ATTACHMENT "A"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☑ **Sales Tax Grant**

Amount Requested $ 8175 / month

Estimated Annual Sales Generated $ 1,860.000.-

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ **Business Retention and Expansion Grant**

Amount Requested $ 12000.-

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☑ **Paint Grant**

Amount Requested $ 22,454.03

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

ATTACHMENT "A"

☑ **Landscape Grant** Amount Requested $ 52,878.13 TW

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☑ **Signage Grant** Amount Requested $ 80,750.00 TW

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant** Amount Requested $ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☑ **Pavement Grant** Amount Requested $ 392,680.65 TW

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☑ **Demo, Redevelopment, Reuse Grant** Amount Requested $ 810,881.91 TW

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

ATTACHMENT "A"

☑ **Infrastructure Grant**

Amount Requested $ 80,480.40

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive** _____ Amount Requested $ _____

Total Grant Amount Requested $ _____

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Ali M. Assi **Date** 10-16-23

Signature Ali M. Assi

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

ATTACHMENT "A"

TLR Construction Management

PROPOSAL

P.0. Box 2146 Euless, TX., 76039
(817)-793-5994
maraqa@sbcglobal.net

Date: 10/12/2023

Expiration Date: 1/12/2024

To:
Mr. Salah Alrousan
AMA Food Store
1703 S. Main St.
Duncanville, TX. 75137

I. General Conditions		**$201,864.76**
City Permit Fees	62,000.00	
ONCOR Charge	12,763.76	
Engineering & Design	28,000.00	
Survey & Staking	5,200.00	
Material Testing	7,481.00	
Misc. Demolition	7,500.00	
Dumpster Service	3,800.00	
Cleaning	2,580.00	
Temporary Water	2,120.00	
Temporary Electric	750.00	
Traffic Control	5,920.00	
Porta Potti	1,250.00	
Supervision	62,500.00	
II. Site		**$167,418.06**
Landscaping	43,364.06	
Utilities	42,800.00	
Dirt Work	71,254.00	
Power Wash, Striping & Signs	10,000.00	
III. Concrete		**$136,375.00**

ATTACHMENT "A"		
IV. Masonry		**$19,750.00**
Dumpster Enclosure Masonry Wall		
V. Metal		**$11,585.00**
Dumpster Gates, Pipe Bollards		
VI. Paint		**$18,414.00**
Misc. Exterior Paint		
VII. Plumbing		**$66,000.00**
Replace Grease Trap		
VIII. Electrical		**$17,500.00**
3- Light Poles		
IX. Fuel Canopy		**$66,221.09**
Retrofit Existing Fuel Canopy		
Subtotal		**$705,127.91**
Contractor Fees		**$105,754.00**
Total		**$810,881.91**

Sincerely,

Mohammed Maraqa

ATTACHMENT "A"

MA DESIGN & CONSTRUCTION

2131 N Collins St. Arlington, TX 76011
817.563.6900/Fax 817.796.1042

11-06-2023

Mr. Salah Al-Rousan
AMA Food Store
1702 S Main St.
Duncanville, TX 75137

Dear Mrs Al-Rousan

MA Design and Construction is pleased to submit our bid for the above referenced project as follows:

General Conditions	$42,200
City Permit Fees	$62,000
Design + Plans	$28,000
Oncor Fees	$12,763
Landscaping & Irrigation	$40,125
Storm Drain System	$58,250
Dirt Work	$45,920
Concrete Paving	$128,500
Concrete Dumpster Footings	$20,500
Light Poles Concrete Bases	$7,500
Dumpster Block Wall	$17,950
Metal Gates + Pipes	$18,070
Paint	$20,085
Repair Existing Canopy	$71,950
Plumbing	$56,117
Electrical	$22,815
Supervision	$82,000

Overhead & Profit	$110,512
	$845,257

We appreciated the opportunity to bid this project. This bid is good for thirty days.
Please let me know if you have any questions.

Thanks

Sincerely

Edward Arshouk, P.E.
Manager.

Initial

MAEC _____
Client _____

ATTACHMENT "A"

SARAH DEVELOPMENT CO
Riyad Areksoussi
2008 Twin Elms Dr.
Arlington, Texas 76012
(817)223-8280

PROPOSAL

Mr. Salah Al-Rousan 11/10/2023

JOP Address:
AMA FOOD STORE
1702 S. MAIN ST.
DUNCANVILE, TEXAS 75137

DESCRIPTION		
General Conditions	$163,764	
City Permit Fee		$62,000
ONCOR Charges		$12,764
Architect & Engineering fees		$28,000
Miscellaneous Expenses		$61,000
Site Work		$175,125
Concrete		$163,820
Dumpster Enclosure		$28,300
Metal Gate & Bollards		$21,060
Paint		$19,700
Plumbing		$63,565
Electrical		$23,264
Fuel Canopy Upgrades		$73,120
Subtotal		$731,718
Overhead & Profit		$146,700
Total		**$878,418**

Thank you for the opportunity to work for you. If you have any questions, please give me a call.

Thank You
Submitted by Riyad Areksoussi
for
Sarah Develpoment Co

ATTACHMENT "A"

PHASE 1

1.	City permits	1500
2.	Dumpster & electric.	6000
3.	Demolition	5000
4.	Framing.	12000
5.	Electric	15000
6.	Plumbing	10000
7.	Sheetrock &bid	6000
8.	Paint	8500
9.	a/c two five tons	15000
10.	store front	12000
11.	tiles floors & walls	12000
12.	drop selling	6000
13.	shelving	10500
14.	equipment's	28000
15.	counters	20000
16.	walking cooler units	15000
17.	three pumps.	80000
18.	signage	4000
19.	contractor fees	43845
20.	parking lot paint and cleaning	4000
21.	roofing	17000 tpo
22.	three solid interior doors	3300
23.	one metal exsit door	1500
24.	land purchase	120000

contractor fees 43845 15%

TOTAL PAID 292300

After contractor and land total 455785

ATTACHMENT "A"

Heaba Inc. by Ali Assi
1703 S. Main Duncanville TX 75137
Ph. 214-680-7828

Dear Sir,

I am pleased to submit my bid as a contractor for the above referenced project as follows:

General Conditions	$25,000
City Permit Fees	$62,000
Design + Plans	$28,000 **(PAID)**
Oncor Fees	$12,500
Landscaping	$15,000
Storm Drain System	$37,000
Dirt Work	$39,000
Concrete Paving	$128,500
Light Poles + Electrical	$30,000
Dumpster Block Wall, Gates, Pipes	$29,000
Parking Lot Striping + Power Wash	$15,000
Plumbing	$56,000
Supervision	$30,000
Total	**$507,000**

I appreciate the opportunity to bid for this project. Please let me know if you have any questions.

Thanks,

Ali Assi

ATTACHMENT "A"

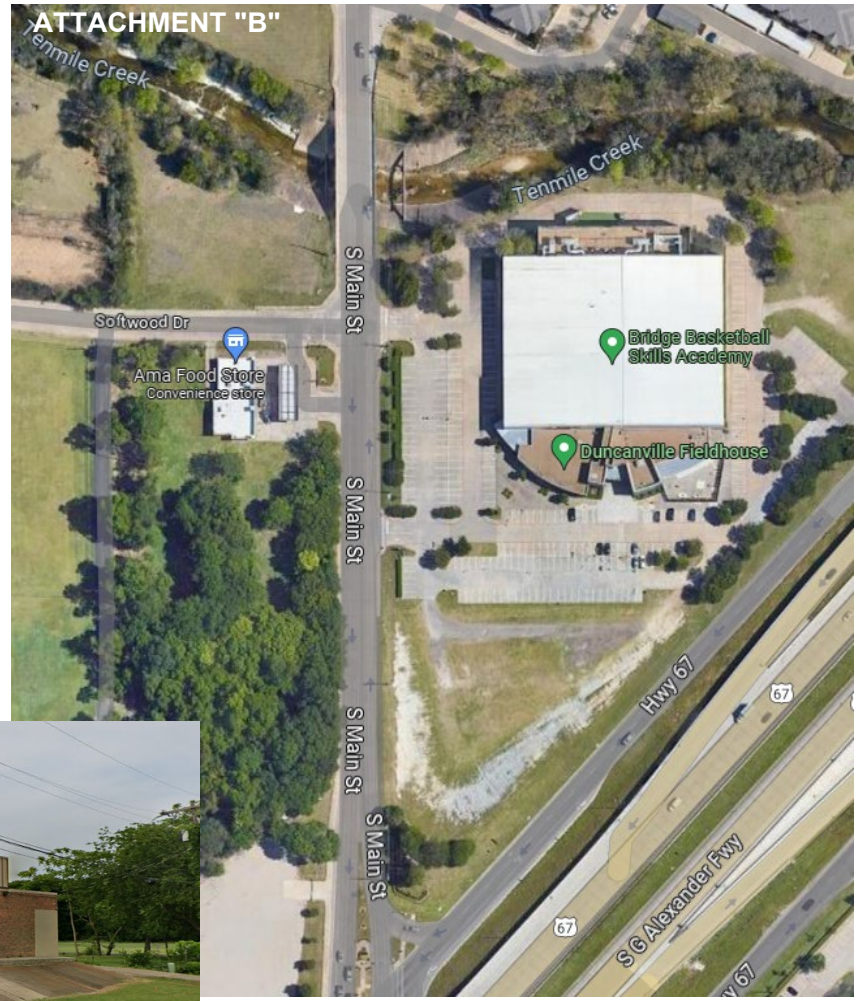
PHASE THREE

1.	Repairing canopy& new image	75000
2.	Demolition	5000
3.	Dumpster	3000
4.	Framing	8000
5.	Store front doors	15000
6.	Tile	8000
7.	Paint	5000
8.	A/c	15000
9.	Electric	5000
10.	Drop selling	8000
11.	Grease trap& plumbing	56000
12.	Counters	8000
13.	Camera system	6000
14.	Equipment's freezers and coolers	25000
15.	Supervision	36300

TOTAL UNPAID 278300

1703 MAIN REALTY

- Proposed improvements to retail and fuel station located at 1703 S Main Street.
- Proposed improvements include engineering, landscaping, paving, dumpster enclosure, paint, plumbing, maintenance to the fuel canopy.
- Incentive grant disbursement is contingent on the submission of a bona fide lease agreement from a national or “regional” restaurant.
- Up to 2,000 of the total 4,230sqft of the building has been allocated to restaurant.





City of Duncanville

Duncanville
City of Champions

RESOLUTION NO. 2024-214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO 1703 MAIN REALTY, LLC, IN AN AMOUNT THAT SHALL NOT EXCEED $209,500.00 FOR A BUILDING LOCATED AT 1703 SOUTH MAIN STREET, DUNCANVILLE, TEXAS 75137; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, 1703 Main Realty, LLC, occupies the building located at 1703 S. Main Street, Duncanville, Texas, 75137; and

WHEREAS, 1703 Main Realty, LLC intends to make improvements to landscaping, concrete paving, storm drain system, and the the installation of a dumpster block wall enclosure; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants for landscaping in an amount not to exceed fifteen thousand ($15,000), concrete paving in an amount not to exceed one-hundred and twenty eight thousand five hundred dollars ($128,500), storm drain system improvements in an amount not to exceed thirty-seven thousand dollars ($37,000), and the installation of a dumpster block wall enclosure in an amount not to exceed twenty-nine thousand dollars ($29,000) for an incentive grant package totaling two-hundred and nine thousand and five-hundred dollars ($209,500). The payment of these incentive grants is contingent on the submission of a bona fide lease agreement from a national or "regional" restaurant to operate in the improved property; and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to 1703 Main Realty, LLC for reimbursement of improvements to landscaping, concrete paving, storm drain system, and the the installation of a dumpster block wall enclosure in an amount totaling two-hundred and nine thousand and five-hundred dollars ($209,500). The payment of these incentive grants is contingent on the submission of a bona fide lease agreement from a national

or "regional" restaurant in the 1703 S. Main Street property. The development agreement will be drafted as to form by the City Attorney upon City Council approval.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of February, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

SOFTWOOD DRIVE

1. REMOVE EXISTING DRIVE
2. INSTALL P/P 12' EAST
3. RELOCATE CTV RISER
4. INSTALL CULVERT ATTACH TO EXISTING UNDERGROUND CULVERT

PROPOSED NEW POWER POLE

CONCRETE

N 89°09'15" E 163.36'

P.O.B.
Fnd. 5/8" S.R.C.
N=6915182.630
E=2458427.887

UNDERGROUND CULVERT

R=15'

95.02'

Fnd. 1/2" S.R.C.

R=25.0'
TC 623.5'

TC 623.0'

L/S

EXISTING CONCRETE

EXISTING OUTDOOR LAMPS

2200 Sq. Ft. Store
ONE STORY BRICK
FF = 625.8'

EXISTING OUTDOOR LAMP

EXISTING ELEC. METER

APPROX. EXISTING DIVIDING WALL

ONE STORY BRICK
FF = 625.8'

EXISTING OUTDOOR LAMP

Zoned "LOR"
Local Office Retail

1800 Sq. Ft. Restaurant

LOT 2R
0.675 Acre

H/C

STEEL AWNING

FUEL PUMPS

INLET

SIGN

SOUTH MAIN STREET

C/O PROPOSED 24' FIRE LANE

FLOODWAY ZONE "AE" AS SCALED FROM FEMA PANEL 48113C0470K EFFECTIVE 7/7/2014

M/H

A/C

TC 624.75'

4.6'

TC 624.25

Fnd 5/8" C.S.R.

R=24'

R=23.5'

TC 625.0'

GREENSPACE

1.6'

TC 625.6'

R=1.25'

TC 625.5'

R=24'

MATCH EXISTING CONCRETE

L/S

TC 623.5'

BC

R=3'

S 11°11'25" E 180.00'

R=48'

PROPOSED 24' FIRE LANE

6' DOORS

TC 624.3'

18.0'

9.2'

DUMPSTER ENCLOSURE

TC 624.5'

TC 624.5'

15 PROPOSED 9'x18' SPACES

TC 624.2'

18.0'

TC 624.0'

5.8' GREENSPACE

Fnd. 1/2" S.R.C.

0.65'

5.0'

L/S

O/T

5' GREENSPACE

L/S

O/T

5.0'

L/S

S 89°11'06" W 163.20'

N 01°14'28" W 179.91'

Owners– LOT 2R:
1703 S. MAIN ST., L.L.C.
1703 S. MAIN ST.
DUNCANVILLE, TEXAS 75137

NOTE: TWO (2) ORNAMENTAL TREES SHALL BE PLACED IN THE GREENSPACE AREA TO THE SOUTH OF THIS PROJECT PER Sec. 4.08.D.3.d OF THE CURRENT COMPREHENSIVE ZONING ORDINANCE THAT HAS BEEN APPROVED BY THE CITY COUNCIL OF DUNCANVILLE, TEXAS.

NOTE: DUMPSTER ENCLOSURE SHALL MEET REQUIREMENTS AS SET FORTH BY CITY OF DUNCANVILLE ZONING ORDINANCE IN ARTICLE 4 OF THE CURRENT COMPREHENSIVE ZONING ORDINANCE THAT WAS APPROVED BY CITY COUNCIL ON MARCH 2, 2021.

N
W E
S
1" = 20'
0 10' 20' 40'

LEGEND

O	– Property Corner Symbol
Fnd.	– Found
S.R.	– Steel Rod
C.S.R.	– Capped Steel Rod
S.P.	– Steel Pipe
U.E.	– Utility Easement
P/P	– Utility Pole
R.O.W.	– Right of Way
P.O.B.	– Point of Beginning
C/L	– Centerline
→	– Drainage Flow
X	– Spot Elevations
B.L.	– Building Line
W/L	– Water Line
W/M	– Water Meter
M/H	– Sewer Manhole
C/O	– Cleanout
F/H	– Fire Hydrant
W/V	– Water Valve
D.U.E.	– Drainage & Utility Esmnt
T/R	– Telephone Riser
E/T	– Electric Transformer
O/T	– Ornamental Tree
L/S	– Light Standard

LEGEND

X	– Wire Fence
V	– Wood Fence
I	– Iron Fence
CL	– Chain Link Fence
	– Railroad Track
C	– Cable TV
GAS	– Gas Line
P	– Petroleum Pipeline
E	– Electric Line
SS	– Sanitary Sewer Line
W	– Water Line
UGT	– Underground Telephone
T	– Telephone

SITE

NORTH

PRELIMINARY SITE PLAN
Lot 2R, Block A
CROSSROADS OF LIFE ASSEMBLY OF GOD

Being a Replat of Lot 1, Block A, Crossroads of Life Assembly of God, addition to the City of Duncanville, Texas, as recorded March 11, 2004, in the Official Public Records, Dallas County, Texas, as Volume 2004048, Page 196, Map Records, Dallas County, Texas, and Lot 1, Softwood Commercial Addition, Vol. 2003194, Pg. 7268, Map Records, Dallas County, Texas, City of Duncanville, Dallas County, Texas.

REVISIONS	BY

Davis & McDill, LLC
SURVEYING – LAND PLANNING – FLOODPLAIN MANAGEMENT
P.O. BOX 1185 DESOTO, TEXAS 75123-1185 PHONE: 972-938-1185
A Texas licensed surveying firm # 10194681

D&M

Date: 3/1/2023
Scale: 1"= 20'
Drawn: D. Hocutt
Job: 221-0201
Sheet 1 of 1 sheets.

1703 MAIN REALTY









City of Duncanville

Duncanville
City of Champions

1

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
Consider an Ordinance of the City of Duncanville, Texas, adopting Chapter IV A Native Landscape Ordinance.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Tyler Agee - Assistant Director of Parks and Recreation, Keep Duncanville Beautiful Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful Board recognizes the potential environmental and community benefits of managed natural landscapes, such as the reduced need for harmful inputs, enhanced stormwater retention, improved water quality and biodiversity, lowered greenhouse emissions, and support for native species habitats. Given these benefits, the Board is keen to initiate discussions about revising the City's policies on Native or Naturalistic Landscaping. Currently, the city restricts the overgrowth of weeds and unsightly vegetation beyond 12 inches. Still, the Board aspires to progress towards a Natural Landscaping Ordinance for Duncanville, transforming these guidelines to foster a more sustainable and aesthetically pleasing environment.

At the February 6, 2024, Council meeting, this item was tabled due to proposed changes to the ordinance being received by Council after the agenda had been posted. The staff report attachments include both the ordinance as it was presented to Council on February 6, and a document that incorporates the proposed changes. Redline changes are included in the second document to highlight the proposed changes.

POLICY EXPLANATION:
The Duncanville Native Pollinator Garden Program outlines guidelines for promoting eco-friendly landscaping in the city. It uses native Texas plants to enhance biodiversity, support wildlife, and improve environmental quality. Key aspects of the policy include:

1. Permit Requirements: Guidelines for obtaining permits for specific landscaping scenarios.

2. Plant Selection: Native or naturalistic vegetation, emphasizing biodiversity and ecological benefits.
3. Maintenance Standards: Participants must maintain landscapes attractively and sustainably, including specific duties like litter removal and plant care.
4. Training and Compliance: Guidelines to help participants manage landscapes.

FUNDING SOURCE:

ORG and Object Number
12011800 - 4B Keep Duncanville Beautiful

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Adopt the ordinance approving Native Landscape on residential and commercial properties
2. Do not adopt the ordinance approving Native Landscape on residential and commercial properties
3. Other actions as directed by Council.

ATTACHMENTS:
Ordinance No. - 2505 - Native Landscape
Ordinance No. 2505 - Native Pollinator Garden Ordinance

ORDINANCE NO. 2505

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 'MISCELLANEOUS OFFENSES AND PROVISIONS", BY ADDING ARTICLE IV-A 'NATIVE LANDSCAPE ORDINANCE'; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED FIFTY DOLLARS ($250.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council Has determined that an ordinance for native and pollinator plants program would be beneficial to determine the viability alternate landscaping; and,

WHEREAS, such program is for residential and commercial zoned property to determine whether or not such program will enhance the beautification of the City; and,

WHEREAS, the program herein would balance the landscape options for residential and commercial landowners.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That the Code of Ordinances of the City of Duncanville, Texas, be and the same is hereby amended by amending Chapter 12, "Miscellaneous Offenses and Provisions", by adding Article IV-A "Native Landscape Ordinance" to read as follows:

"CHAPTER 12 – MISCELLANEOUS OFFENSES AND PROVISIONS

ARTICLE I. – IN GENERAL

. . . . .

ARTICLE IV. A. NATIVE LANDSCAPE ORDINANCE

Sec. 12-63. - Purpose.

There is hereby establish a Native Landscape program to allow a landowner to use native planting vegetation which will reduce irrigation and mowing requirements in the community by removing traditional turf grass lawns and replacing with native, adaptive and pollinator plants which promote water conservation, habitat creation and neighborhood beautification.

Sec. 12-64. - Notwithstanding the provisions of Article IV, a property owner may apply for a Native Garden permit subject to the provisions of this Article.

Sec. 12-65.- A residential or commercial property owner may apply for a Native Landscape permit to be issued by the City Manager or designee to provide for use of native, adaptive and pollinator plants to be established in a dedicated unimproved portion of a residential and commercial zoned lot which is subject to the limitations, obligations and restrictions established in this article.

Sec. 12-66.- A residential or commercial lot owner shall provide a planting schematic plan to establish a portion of the unimproved area of a residential and commercial lot dedicated to the use of plant material provided in this article.

Sec. 12-67.- The Schematic Plan of native landscape material permitted in this ordinance shall not encroach city owned right of ways or utility easements on the unimproved surface of any lot.

Sec. 12-68.- The Schematic Plan shall be limited to use of plant materials that are recognized by the North Central Texas Landscape Certification Program (NLCP), Plant List Spreadsheet, Native Plant Society of Texas (NPSOT) for Dallas/Fort Worth/Denton area, as may be amended. In no event may the native plants include:

Listed as invasive species:

*Giant duckweed**	*alligatorweed**
giant reed	*balloonvine*
hedge bindweed	*Bermuda grass*
*hydrilla**	*Brazilian peppertree*
Itchgrass	*broomrape*
johnson grass	*English ivy*
Japanese climbing fern	*camelthorn*
Japanese dodder	*Chinaberry*
kudzu	*Chinese tallow tree*
*lagarsiphon**	*deep rooted sedge*
purple loosestrife	*distaff thistle*
*Paperbark**	*Eurasian watermilfoil**
*rooted waterhyacinth**	*KR Bluestem*
saltcedar	*St. Augustine (carpet grass)*
*Salvinia**	*serrated tussock*
*torpedograss**	*tropical soda*
*apple water spinach**	*water trumpet*
*waterhyacinth**	*waterlettuce**

*Texas Parks and Wildlife Department Prohibited Exotic Aquatic Plants

Ordinance No. 2505

Refer to: https://www.tiscc.texas.gov/wp-content/uploads/2013/09/Awinash-Bhatkar-Invasive-Plant-List-TISCCA-Meeting-3-12-2013.pdf

Sec. 12-69. – Plant Beds

(a) Plant beds shall be separated and clearly defined from turf and other areas by edging, fence, rock, or similar material or spacing.
(b) The installation of individual shrub species in turf or native seed areas without metal edging, but with hand-dug spade edges may be approved by the city.
(c) Where rock is the chosen mulch treatment and no plant material will be installed, weed barrier fabric shall be used to block weed growth and conserve moisture.
(d) Trees and shrubs shall be mulched by either rock or wood mulch, or a combination of both, at the discretion of the designer. Shredded wood is the preferred mulch treatment around all plant material as it has moisture retention qualities unlike rock mulch that retains and radiates heat around plants.

Sec. 12-70. – Maintenance.

(a) Every property owner or occupant of the residential and commercial property shall keep landscaping in a well-maintained, safe, clean, and attractive condition always. Any plant that dies must be removed or replaced with another living plant, including trees, within 30 days after notification by the city. Such maintenance includes, but is not limited to, the following:
    (1) Prompt removal of all litter, trash, refuse and waste.
    (2) As needed removal of non-approved, noxious, and dead plant material
    (3) Perennials and ornamental grasses must be cut to a maximum height annually between December 15 and February 15 or when above ground vegetation has died.
    (4) Shrub pruning according to accepted practices of landscape professionals to maintain plants in a healthy condition.
    (5) Tree pruning according to tree-pruning guidelines published by the International Society of Arboriculture and the American National Standards (ANSI) A300-Pruning Standards.
    (6) Watering of landscaped areas on a regular basis to maintain good plant health.
    (7) Sprinkler run times set on controllers to water between 6:00 p.m. and 10:00 a.m.

(8) Keeping lawn and garden areas alive, free of non-approved plants, and attractive.

(9) Maintaining proper signage on the property in a location likely to be seen by the public, informing of the approved Native Landscape. The sign is required only if the planting is in an area likely to be seen by the public. This sign must be no smaller than 10 square inches, no larger than one square foot, and no higher than 3 feet tall, and will be provided to approved Native Landscape properties at the city's expense.

Sec. 12-71.- **Fee.**

The City Council shall establish the appropriate permit fee, if any, by resolution of City Council.

SECTION 2. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Fifty

Dollars ($250.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 20th day of February, 2024.

APPROVED:

_____
Barry L. Gordon, MAYOR

ATTEST:

_____
Chiquita Taylor, CITY SECRETARY

APPROVED AS TO FORM:

_____
Robert E. Hager, CITY ATTORNEY

Ordinance No. 2505

ORDINANCE NO. 2505

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 'MISCELLANEOUS OFFENSES AND PROVISIONS", BY ADDING ARTICLE IV-A 'NATIVE ~~POLLINATOR GARDENS~~ LANDSCAPE ORDINANCE'; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS ($~~500~~250.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council ~~as~~ has determined that a ~~pilot~~ ordinance for native and pollinator plants program would be beneficial to determine the viability alternate to traditional landscaping; and,

WHEREAS, such program is for residential and commercial zoned property to determine whether or not such program will enhance the beautification of the City; and,

WHEREAS, the program herein would balance the landscape options for ~~residential~~residential and commercial landowners.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That the Code of Ordinances of the City of Duncanville, Texas, be and the same is hereby amended by amending Chapter 12, "Miscellaneous Offenses and Provisions", by adding Article IV-A "Native ~~Pollinator Gardens~~Landscape Ordinance" to read as follows:

"CHAPTER 12 – MISCELLANEOUS OFFENSES AND PROVISIONS

ARTICLE I. – IN GENERAL

. . . . .

ARTICLE IV. A. NATIVE ~~POLLINATOR GARDENS~~LANDSCAPE ORDINACE

Sec. 12-63. - Purpose.

There is hereby establish a Native ~~Pollinator~~Landscape ~~Garden~~ program to allow a landowner to use native planting vegetation which will reduce irrigation and mowing requirements in the community by removing traditional turf grass lawns and replacing with native, adaptive and pollinator plants which promote water

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conservation, habitat creation and neighborhood beautification.

Sec. 12-64. - Notwithstanding the provisions of Article IV, a property owner may apply for a Native Garden permit subject to the provisions of this Article.

Sec. 12-65.- A residential or commerial property owner may apply for a Native ~~Pollinator~~Landscape permit to be issued by the City Manager or designee to provide for use of native, adaptive and pollinator plants to be establish in a dedicated unimproved portion of a zoned lot which is subject to the limitations, obligations and ~~residential~~re sidential and commercial

restrictions established in this article.

Sec. 12-66.- A residential or commercial lot owner shall provide a planting schematic plan to establish a portion of the unimproved area of a ~~residential~~residential and commercial lot dedicated to the use of plant material provided in this article.

Sec. 12-67.- ~~The Schematic Plan of native landscape material permitted in this ordinance shall not exceed 50% percent of the unimproved surface of any lot; and such plan shall in no case exceed more than 50% percent of the unimproved front yard of any such lot.~~ Where a sidewalk or another right of way exists along a street, the owner or renter may plant and manage natural plant communities between the path and street (median). Vegetation should not impede pedestrian or vehicular traffic. The City reserves the authority to remove existing vegetation in said median for municipal maintenance and improvements such as street signs and water pipes as needed.

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Sec. 12-68.- The Schematic Plan shall be limited to use of plant materials that are recognized by the North Central Texas Landscape Certification Program (NLCP), Plant List Spreadsheet, Native Plant Society of Texas (NPSOT) for Dallas/Fort Worth/Denton area, as may be amended. In no event may the native plants include:

Listed as invasive species:

*Giant duckweed**	*alligatorweed**
giant reed	*balloonvine*
hedge bindweed	*Bermuda grass*
*hydrilla**	*Brazilian peppertree*
Itchgrass	*broomrape*
Japanese climbing fern	*camelthorn*
Japanese dodder	*Chinaberry*
kudzu	*Chinese tallow tree*
*lagarsiphon**	*deep rooted sedge*
purple loosestrife	*distaff thistle*
*Paperbark**	*Eurasian watermilfoil**

*rooted waterhyacinth**	*KR Bluestem*
saltcedar	*St. Augustine (carpet grass)*
*Salvinia**	*serrated tussock*
*torpedograss**	*tropical soda*
*apple water spinach**	*water trumpet*
*waterhyacinth**	*waterlettuce**
Johnson grass	*English ivy*

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*Texas Parks and Wildlife Department Prohibited Exotic Aquatic Plants
Refer to: https://www.tiscc.texas.gov/wp-content/uploads/2013/09/Awinash-Bhatkar-Invasive-Plant-List-TISCCA-Meeting-3-12-2013.pdf

Sec. 12-69. – Plant Beds

(a) Plant beds shall be separated and clearly defined from turf and other areas by edging, fence, rock, or similar material or spacing.

~~(b) All shrubs, ornamental grasses, perennials, and groundcovers shall be located within designated plant beds.~~

~~(c)~~(b) The installation of individual shrub species in turf or native seed areas without metal edging~~, but with hand-dug spade edges, may be approved by the city based on~~ but with hand-dug spade edges may be approved by the city based on ~~likelihood of survival and potential impacts on surrounding vegetation.~~

~~(d)~~(c) Where rock is the chosen mulch treatment and no plant material will be installed, weed barrier fabric shall be used to block weed growth and conserve moisture.

~~(e)~~(d) Trees and shrubs shall be mulched by either rock or wood mulch, or a combination of both, at the discretion of the designer. Shredded wood is the preferred mulch treatment around all plant material as it has moisture retention qualities unlike rock mulch that retains and radiates heat around plants.

~~(f) All plant beds shall be mulched to a minimum depth of three inches. Areas planted with perennials and groundcovers species shall be mulched to a minimum of two inches in depth.~~

~~(g)~~(e) ~~Thorny Plants and Shrubs. Shrubs that have thorns shall not be planted within 8' of public sidewalks. Trees that drop fruits or have thorns shall not be planted within 20 feet of public sidewalks or right of ways.~~

~~(h)~~(f) ~~No plant material, other than trees or shrubs, shall exceed thirty-six (36) inches in height~~.

Sec. 12-70. – Maintenance.

(a) Every property owner or occupants of the ~~residential~~residential and commercial property shall keep landscaping in a well-maintained, safe, clean, and attractive condition always. Any plant that dies must be removed or replaced with another living plant, including trees, within 30 days after notification by the city. Such maintenance includes, but is not limited to, the following:

(1) Prompt removal of all litter, trash, refuse and waste.

(2) As needed removal of non-approved, noxious, and dead plant material

~~(3) Replanting of the area by transplant or seeded by human or mechanical means.~~

~~(4)~~(3) Perennials and ornamental grasses must be cut to a maximum height of ~~10 inches twice per year in March and August.~~annually

between December 15 and February 15 or when above-ground vegetation has died.

~~(5)~~(4) Shrub pruning according to accepted practices of landscape

professionals to maintain plants in a healthy condition.

~~(6)~~(5) Tree pruning according to tree-pruning guidelines published by the International Society of Arboriculture and the American National Standards (ANSI) A300-Pruning Standards.

~~(7)~~(6) Watering of landscaped areas on a regular basis to maintain good plant health.

~~(8)~~(7) Sprinkler run times set on controllers to water between 6:00 p.m. and 10:00 a.m.

~~(9)~~(8) Keeping lawn and garden areas alive, free of non-approved plants, and attractive.

~~(10)~~(9) Maintaining proper signage on the property in a location likely to be seen by the public, informing of the approved Native ~~Residential~~ Landscape. The sign is required only if the planting is in an area likely to be seen by the public. This sign must be no smaller than 10 square inches, no larger than one square foot, and no higher than 3 feet tall and will be provided to approved Native Landcape properties at the cities expense.

Sec. 12-71.- Fee.

The City Council shall establish the appropriate permit fee, if any, by resolution of City Council.

~~**Sec. 12-72.- Sunset.**~~

~~This article shall expire on the third (3rd) anniversary from its passage unless sooner if repealed or re-enacted by the City Council, in the event, that the article expires any permit issued hereunder shall terminate and thereafter void."~~

SECTION 2. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars ($~~500~~250.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 6th day of February, 2024.

APPROVED:

_____
Barry L. Gordon, MAYOR

ATTEST:

_____
Chiquita Taylor, CITY SECRETARY

APPROVED AS TO FORM:

_____
Robert E. Hager, CITY ATTORNEY

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
Receive the Monthly Financial Report as of December 31, 2023.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. Additionally, a listing of current capital improvement projects is included with the report.

POLICY EXPLANATION:
The month of December is the third month of fiscal year 2023-2024. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 25%.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
NA	NA	NA

ACTION ALTERNATIVES:

No City Council action required.

ATTACHMENTS:
December 2023 Financial Report

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2023-2024

YEAR-TO-DATE OPERATIONS

AS OF DECEMBER 31, 2023

OCTOBER 1, 2023 - DECEMBER 31, 2023

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
2/8/2024

FY 2023-2024 FINANCIAL REPORT
as of December 31, 2023

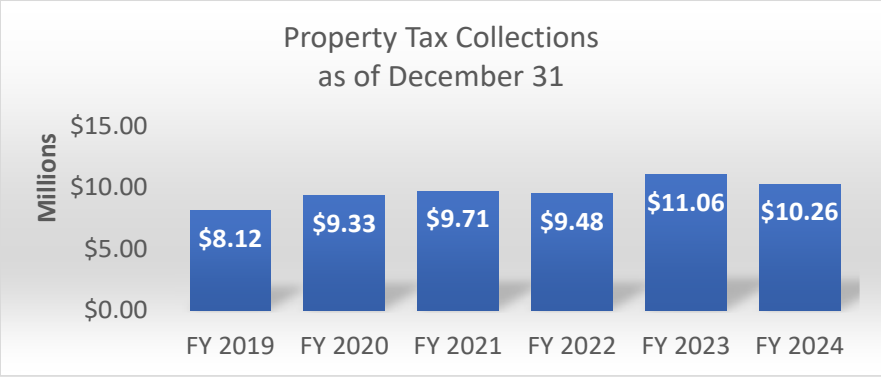
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through December 31, 2023, compared to the budgetary numbers for the fiscal year 2023-2024 and the actual numbers year-to-date for the fiscal year 2022-2023. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

December is the third month of the fiscal year (FY) 2023-2024. The benchmark percentage of funds received and expended is 25.0%, equating to three months out of twelve. However, revenues and expenditures can vary initially based on timing, accruals (backdating to previous year), and payments due at the beginning of the fiscal year. These variations are explained in further detail in this summary. Below are highlights of year-to-date revenues and expenditures through December 31, 2023. Additionally, FY 2022-23 entries continue to be reconciled as the audit process is underway. Therefore, the beginning year balances will continue to be adjusted and smoothed out as the year progresses and the audit is concluded.

The charts throughout the summary compare the revenues and expenditures year-to-date, for the same period, for each fiscal year from FY 2019 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget.

Total Property Taxes collected in the month of December:

- Tax Year 2023: $10,236,546
- Prior Years: $10,410
- Penalties and Interest: $746

FY 2023-2024 FINANCIAL REPORT
as of December 31, 2023

SALES TAX TREND

SALES TAX ALLOCATION HISTORICAL SUMMARIES

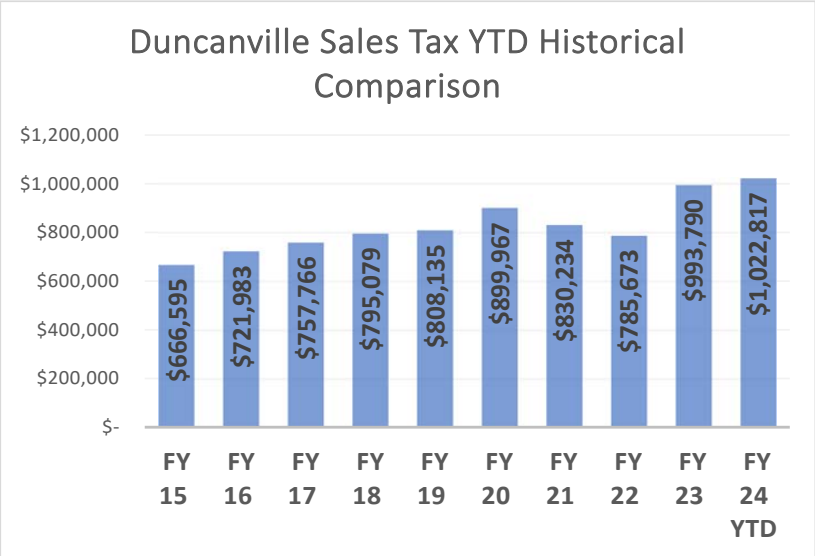
City of Duncanville
Authority Code: 2057084
2 CENT AUTHORIZATION

TOTAL SALES TAXES COLLECTED AND RECEIVED

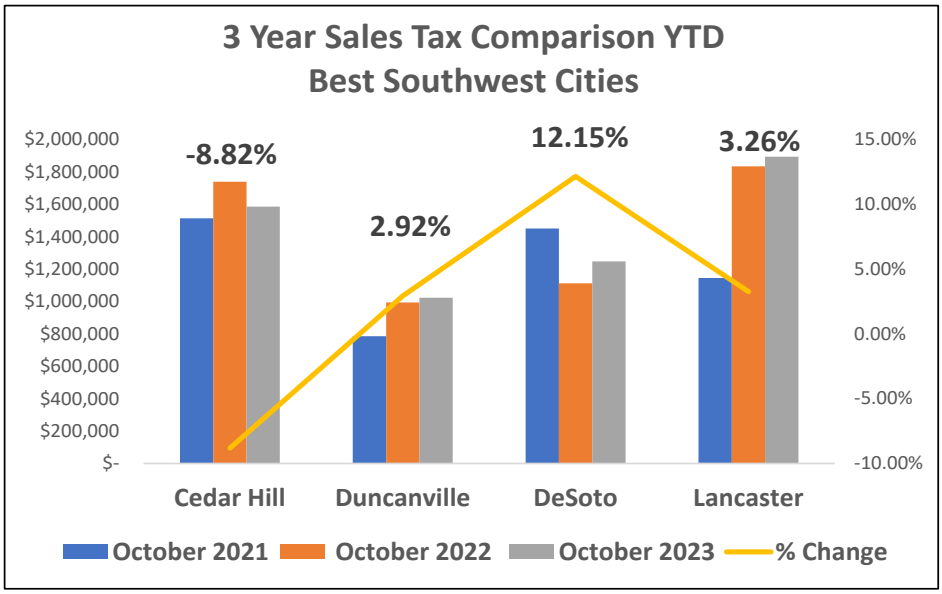
.02 CENT ALLOCATION			FY	FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	% CHANGE PY ACCUMULATIVE	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19
OCT	DEC	2.92%	$ 1,022,816.88	$ 993,789.74	785,673.18	830,234.09	899,967.44	808,134.72
NOV	JAN			$ 971,344.59	970,431.17	802,203.37	799,874.76	761,307.93
DEC	FEB			$ 1,332,694.48	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46
JAN	MAR			$ 931,089.88	915,721.95	798,307.67	692,647.12	751,474.37
FEB	APR			$ 884,085.98	867,075.56	816,989.85	677,611.75	763,496.18
MAR	MAY			$ 1,389,625.43	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79
APRIL	JUN			$ 1,007,903.02	1,053,655.75	1,073,951.31	773,096.95	846,390.05
MAY	JUL			$ 1,023,076.19	1,055,650.56	895,092.16	809,543.87	879,867.74
JUNE	AUG			$ 1,216,715.98	1,274,933.45	1,130,684.16	1,021,135.56	1,018,284.27
JULY	SEP			$ 1,043,855.32	1,039,021.98	1,013,137.28	774,925.04	861,472.41
AUG	OCT			$ 1,011,326.44	972,252.62	917,440.10	806,953.30	885,497.37
SEPT	NOV			$ 1,228,584.78	1,244,441.19	1,169,399.73	1,036,229.49	1,023,608.43
TOTAL			1,022,816.88	13,034,091.83	12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72
Total % Change over Prior Year				2.17%	8.96%	13.96%		
Total % Change over Prior Year - YTD			2.92%	26.49%	-5.37%	-7.75%		

Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or .005 cents goes to Economic Development.

- Sales Tax collections are currently at 2.92% over October 2022 collections.
- Sales Tax is collected two months in arrears. Sales Tax collected in October was paid to the City in December.



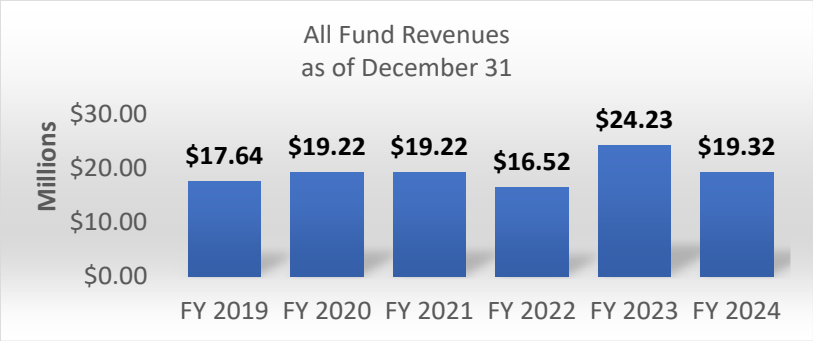
FY 2023-2024 FINANCIAL REPORT
as of December 31, 2023



The chart above shows year-to-date sales tax reported as of October for each Best Southwest city compared to the last two years year-to-date. The purpose of this graph is to recognize the regional economic growth.

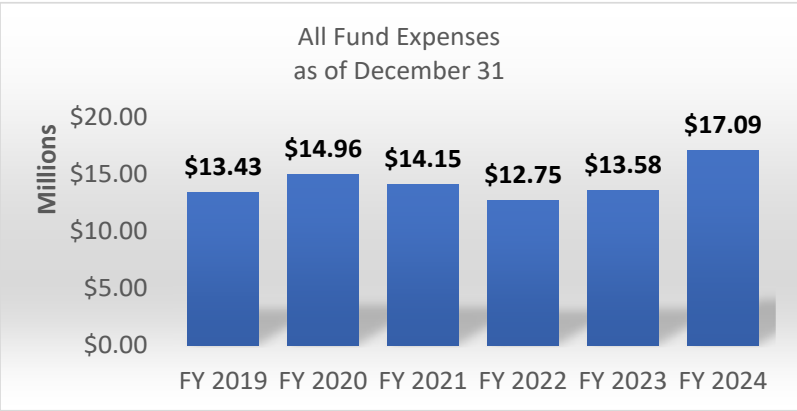
FY 2023-2024 FINANCIAL REPORT
as of December 31, 2023

ALL FUNDS



Total revenue collected as of December 31, 2023, is $19.32 million. This is 23.3% of the total revenue budget for all funds.

- In FY 2023, the second tranche of the ARPA funding in the amount of $4.8 million was received in October of 2022. This amount is an outlier, and the reason FY 2023 is higher than other years, year-to-date.
- Interest earnings on investments city-wide are $980,917 year-to-date. This is 92% greater than FY 2023, year-to-date.

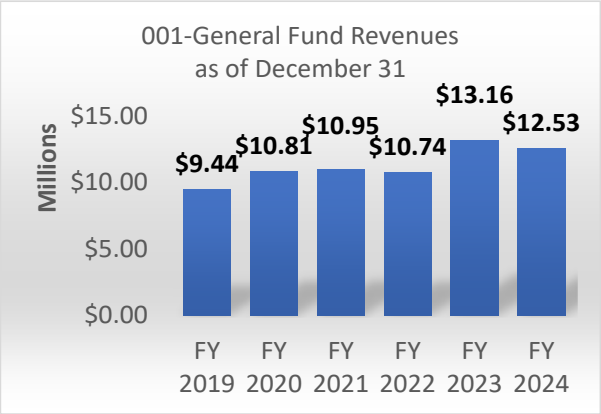


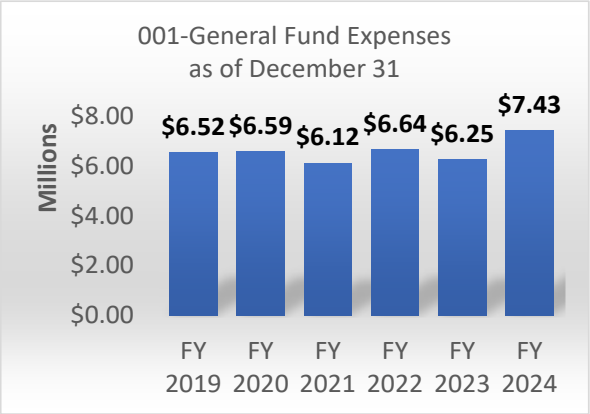
Total expenditures as of December 31, 2023, are $17.09 million. This is 15.8% of the total expenditure budget for all funds. Total payrolls year-to-date are 5.5 out of 26, 21% of the total Salary/Benefit budget.

FY 2023-2024 FINANCIAL REPORT
as of December 31, 2023

GENERAL FUND

The General Fund's unaudited ending fund balance for actuals is approximately $26 million to date. This is due to ongoing adjustments to FY 2023 as the City prepares for FY 2023 audit. Additionally, revenues are higher than expenditures to date but as the year progresses will balance out. The General Fund fiscal year 2024 budget is estimated to have an unaudited ending fund balance of approximately $16.6 million. The FY 2022 external audit report is currently in progress.





General Fund Revenue Highlights:

- Overall, General Fund revenues and service reimbursements are currently at 31.6% of the budget.
- Property Tax receipts are 43% of the budget to date.
- Permits are 32% of the budget to date. Annual rental registration fees are typically due by December 31.
- EMS collections represent 52% of the budget but this is due to accounting adjustments on gross receipts.
- Interest Revenue received to date is $596,367. This is 87% greater than FY 2023.

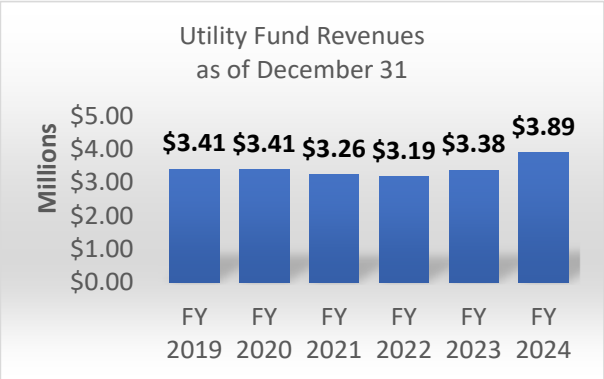
General Fund Expense Highlights:

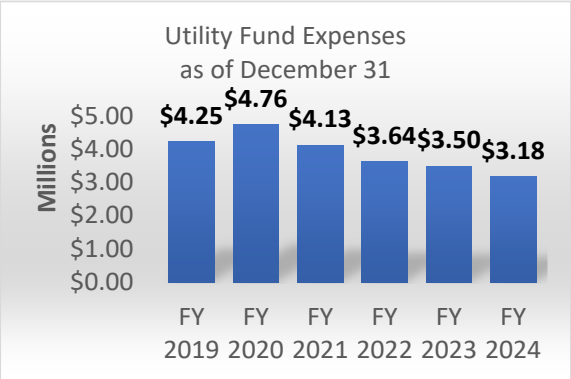
- Operating expenditures are 18.3% of the budget.
- Transfers to other funds are 31% of the budget. An annual amount is transferred to the TIF (Tax Incremental Financing) Fund (Fund 033). The increase in property value in the Tax Incremental Reinvestment Zone (TIRZ) is captured by the Dallas Central Appraisal District, the City calculates the property tax on the increase, and transfers it to the TIF Fund. Ultimately the funds are to be used for redevelopment and improvements within the zone. The amount transferred was $139,137.

FY 2023-2024 FINANCIAL REPORT
as of December 31, 2023

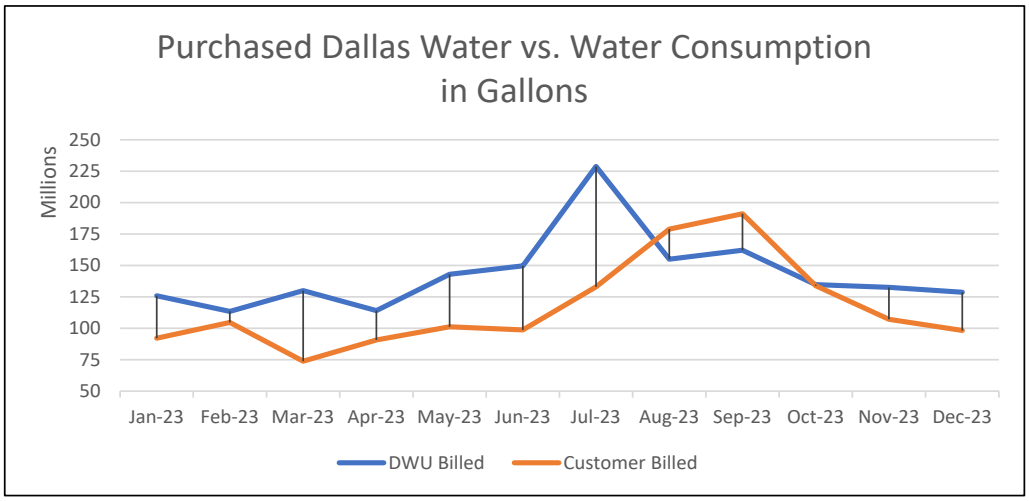
UTILITY FUND

The Utility Operating Fund's unaudited beginning fund balance is $12.5 million, with an actual year-to-date unaudited fund balance of $13.3 million. Revenues exceeded expenditures for December by $715,062.





- Total utility revenues are 18.4 % of the budget.
- Total expenditures are 14.4% of the budget. This amount includes payments to Dallas Water Utilities (water services) and Trinity River Authority (wastewater services).

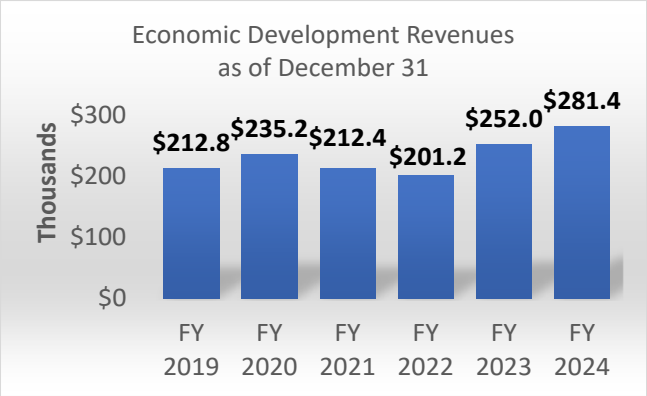


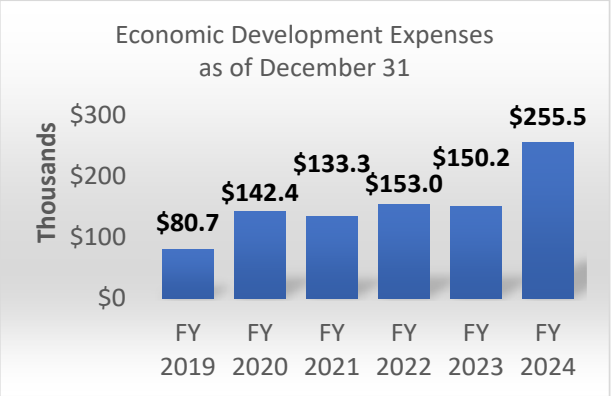
The chart above depicts the gallons supplied by Dallas Water Utilities compared to gallons billed to customers. The difference is unbilled water and a portion of this is unaccounted for water loss. A small portion of lost water is accounted for by the Utility department for routine hydrant flushing, leaks, and repairs for example. The industry standard, per the Texas Water Development Board, is 10%. Anything more should be an indication of low water meter accuracies, water storage facility flow metering equipment calibration needs, unknown leaks, or all the above. The Utility department is required to report annually the water loss percentage.

For the calendar year of 2022 it was reported at 18%. Per the Utility department, all the flow and level transmitters at all storage facilities were calibrated within the last few months and therefore should not be a factor currently. The percentage of unbilled water for the last 12 months is 17.8%. The months of August and September are typically the highest demand months of the year and more gallons billed to customers would indicate dipping into storage to keep up with demand. A full storage recovery would have been made in November. The previous month's data provided used the total gallons pumped per month, which would also include what was pumped from storage. A better depiction of unbilled water is comparing against what was billed by Dallas Water Utilities. The intent of this information is to track loss overtime and the overall health of water infrastructure and the accuracy of meters.

ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is $6.8 million, with an actual year-to-date unaudited fund balance of $6.9 million.





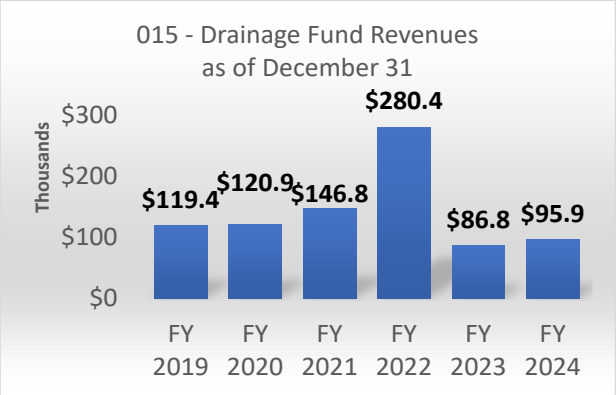
- Total revenues are 8.3 % of the budget. Revenue received in Economic Development is a ½ cent sales tax. Collections for October were paid in December and therefore reflect the first month of sales tax.

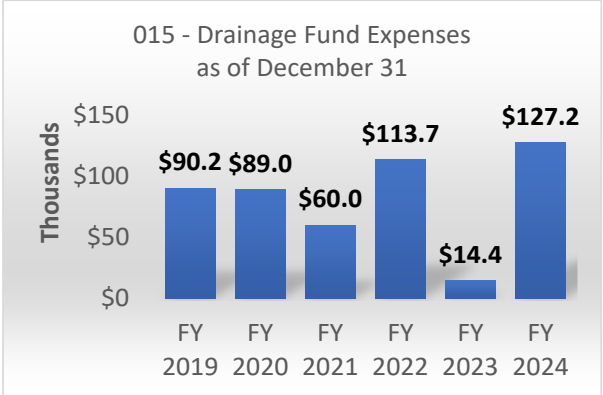
- Total expenditures are 5.7 % of the budget. The "Other Financing Uses" expense category includes incentives and grant line-item accounts; $96,059 in incentives have been paid to date.

FY 2023-2024 FINANCIAL REPORT
as of December 31, 2023

DRAINAGE FUND

The Drainage Fund unaudited beginning fund balance is $2 million, with an actual year-to-date unaudited fund balance of $2 million.



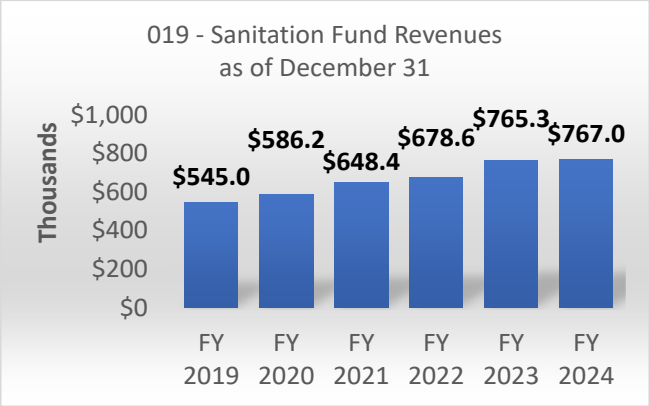


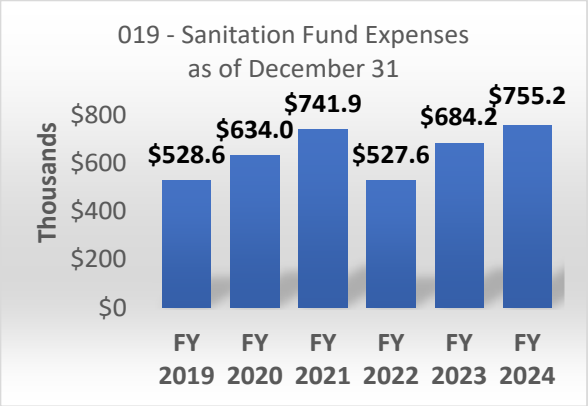
- Total revenues are 12 % of the budget.
- Total expenditures are 5 % of the budget. This fund budgets for 3 FT street positions. However, these positions are vacant. Expenses for December include drainage CIP projects.

FY 2023-2024 FINANCIAL REPORT
as of December 31, 2023

SANITATION FUND

The Sanitation Fund unaudited beginning fund balance is $851,328, with an actual year-to-date unaudited fund balance of $863,146.



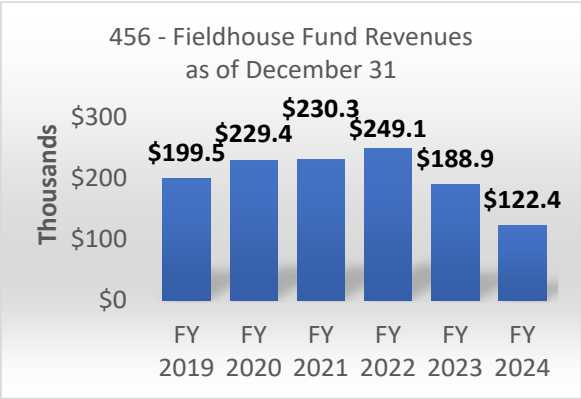


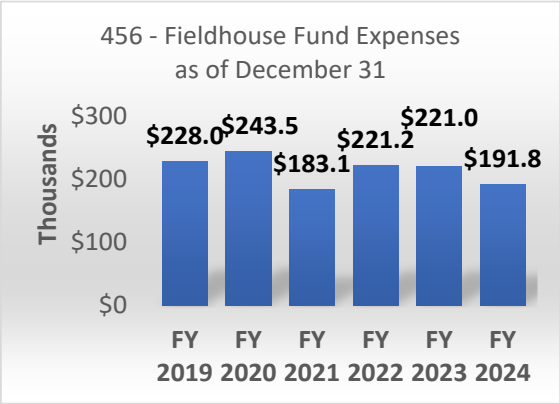
- Total revenues are 16.4 % of the budget.
- Total expenditures are 16.2 % of the budget. Expenses include Garbage Collection Fees to Republic.

FY 2023-2024 FINANCIAL REPORT
as of December 31, 2023

FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -$1.8 million, with an actual year-to-date unaudited fund balance of -$1.9 million.





- Total revenues are 5.9 % of the budget.
- Total expenditures are 9.5 % of the budget.

OTHER FUND HIGHLIGHTS

- **Fund 008** – **Comprehensive Self-Insurance**: Expenses paid in October included the annual Worker's Compensation and Liability Insurance premium. Contributions from the various cost centers will be transferred into the fund monthly to fund the annual premium and claims.

- **Fund 010 – Hotel/Motel:** Total expenses year to date is 33.7%. This includes tax grants in the amount of $252,628 paid year to date.

- **Fund 415 – Fleet Replacement**: Expenses through December include the emergency purchase Ambulance $345,707 and 7 Police Tahoes $543,081. Expenses are 53% of the budget to date.

CAPITAL IMPROVEMENT PROJECT HIGHTLIGHTS

- Fire Station 1 – Construction estimated to be complete in January 2024. $8.9 million spent project to date.
- Danieldale Road Reconstruction – substantially complete. Landscaping remaining. $7.3 million spent project to date. This project includes Utility Funds.
- Armstrong Park and Splashpad – estimated completion March 2024. $1.8 million spent project to date.
- Swan Ridge Street, Utilities, and Drainage improvements – estimated completion March 2024. $2.4 million spent project to date.
- Cherry Street/Center Street Alley and Drainage – estimated completion in Spring 2024. $212,168 spent project to date.

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.

9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In Economic Development fund 012 – grants and development incentives are budgeted in this category.

CITY OF DUNCANVILLE
Property Tax Collections Report
December 01 - 31, 2023

	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	$10,266,220.91	$3,104.07	$6,775.76	$10,276,100.74
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	($3,640.20)	$0.00	$0.00	($3,640.20)
Return Check Items	AC003A	($10,653.52)	($2,224.12)	($845.79)	($13,723.43)
Transfers/Reversals	AC003A	($4,915.87)	($134.09)	($72.28)	($5,122.24)
Total Adjustments to Collections	**AC003A**	**($19,209.59)**	**($2,358.21)**	**($918.07)**	**($22,485.87)**
Maintenance & Operations	AC002A	$9,605,150.26	$734.29	$5,857.69	$9,611,742.24
Interest & Sinking	AC002A	$641,861.06	$11.57	$0.00	$641,872.63
Net Collections	**AC002A**	**$10,247,011.32**	**$745.86**	**$5,857.69**	**$10,253,614.87**
Transferred Refund from Escrow	AC002A	$0.00			$0.00
Rendition Penalty	AC006A	($54.99)			($54.99)
Collections Fee		$0.00			$0.00
Total Miscellaneous Items		**($54.99)**			**($54.99)**
M&O Net Payment to Entity		$9,605,095.27	$734.29		$9,605,829.56
I&S Net Payment to Entity		$641,861.06	$11.57		$641,872.63
Total Net Payment to Entity		**$10,246,956.33**	**$745.86**		**$10,247,702.19**
Net Adjustment to Levy	AR006A	($6,256.38)			
Current Year Collection Percentage Based on Monthly Collections:				**49.11%**	

Total Net Payment to Entity = (Payments Received - Total Adj to Coll - Total Misc. Items)

M&O Net Payment to Entity = (Maintenance & Operations - Total Miscellaneous Items)

Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.

NOTARY PUBLIC STATE OF TEXAS
Destiny Flores
My Commission Expires
06/29/2024
ID No. 132542872

Notary Public, State of Texas

John R. Ames, CTA
Dallas County Tax Assessor/Collector

Sworn and subscribed before me, this 5 day of January, 2024.

ALL FUNDS
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$10,257,193	$23,393,424	43.85%	$13,136,232	$11,055,859	51.04%	($798,666)	-7.22%
51 - SALES & OTHER TAXES	1,216,143	14,528,864	8.37%	13,312,721	1,154,129	8.50%	62,014	5.37%
52 - PERMITS & LICENSES	216,616	647,500	33.45%	430,884	169,796	29.68%	46,820	27.57%
53 - FINES & FEES	74,363	377,600	19.69%	303,237	68,598	16.17%	5,765	8.40%
54 - INTERGOV REVENUES	87,576	1,604,853	5.46%	1,517,277	4,864,580	86.58%	(4,777,004)	-98.20%
55 - INTEREST	980,917	87,000	1127.49%	893,917	510,942	264.33%	469,976	91.98%
56 - FRANCHISE FEE REV	17,742	2,080,000	0.85%	2,062,258	71,465	3.48%	(53,723)	-75.17%
57 - CHARGES FOR SERVICES	5,289,930	28,832,460	18.35%	23,542,530	4,659,449	17.32%	630,481	13.53%
58 - TRANSFER FROM FUNDS	697,226	9,054,530	7.70%	8,357,304	1,125,298	16.47%	(428,071)	-38.04%
59 - OTHER SOURCES	484,937	2,426,961	19.98%	1,942,024	550,305	7.62%	(65,369)	-11.88%
Revenue Total	**$19,322,643**	**$83,033,192**	**23.27%**	**$63,710,549**	**$24,230,420**	**28.49%**	**($4,907,776)**	**-20.25%**
Expense								
60 - SALARY AND BENEFITS	$6,430,401	$30,314,473	21.21%	$23,884,072	$5,480,740	19.49%	$949,661	17.33%
72 - SUPPLIES & MATERIALS	383,363	4,383,310	8.75%	3,999,947	390,818	7.64%	(7,455)	-1.91%
73 - CONTRACT & PROF SVCS	4,112,414	25,024,911	16.43%	20,912,497	3,983,702	16.85%	128,713	3.23%
74 - MAINT & REPAIR SVCS	328,999	2,326,520	14.14%	1,997,521	156,368	8.44%	172,631	110.40%
75 - UTILITIES	176,611	1,251,864	14.11%	1,075,253	94,047	7.73%	82,564	87.79%
76 - CAPITAL OUTLAY	4,373,919	28,255,889	15.48%	23,881,970	1,802,364	6.13%	2,571,555	142.68%
77 - DEBT SERVICES	0	2,020,481	0.00%	2,020,481	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	1,131,286	10,522,920	10.75%	9,391,634	1,468,833	18.39%	(337,547)	-22.98%
79 - OTHER FINANCING USES	148,939	3,803,868	3.92%	3,654,930	201,401	6.99%	(52,463)	-26.05%
Expense Total	**$17,085,932**	**$107,904,236**	**15.83%**	**$90,818,304**	**$13,578,272**	**13.28%**	**$3,507,660**	**25.83%**
Net Income (Loss)	**$2,236,711**	**($24,871,044)**			**$10,652,147**			

001 - GENERAL FUND
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$8,334,992	$9,584,120	$21,909,710	43.74%	$10,619,616	51.04%	($1,035,495)	-9.75%
51 - SALES & OTHER TAXES	775,639	781,106	10,251,648	7.62%	756,027	7.93%	25,078	3.32%
52 - PERMITS & LICENSES	86,930	216,616	647,500	33.45%	169,796	29.68%	46,820	27.57%
53 - FINES & FEES	26,386	67,237	350,100	19.21%	61,677	15.95%	5,560	9.01%
54 - INTERGOV REVENUES	114	590	347,861	0.17%	4,213	1.77%	(3,624)	-86.00%
55 - INTEREST	185,658	596,367	67,700	880.90%	319,432	471.83%	276,935	86.70%
56 - FRANCHISE FEE REV	17,742	17,742	1,755,000	1.01%	18,780	1.08%	(1,038)	-5.53%
57 - CHARGES FOR SERVICES	73,023	533,931	1,147,200	46.54%	441,652	39.42%	92,279	20.89%
58 - TRANSFER FROM FUNDS	232,409	697,226	2,795,905	24.94%	723,823	24.91%	(26,597)	-3.67%
59 - OTHER SOURCES	17,621	38,251	448,250	8.53%	41,183	10.53%	(2,931)	-7.12%
Revenue Total	**$9,604,467**	**$12,533,186**	**$39,720,874**	**31.55%**	**$13,156,200**	**34.84%**	**($623,013)**	**-4.74%**
Expense								
60 - SALARY AND BENEFITS	$1,859,523	$5,664,601	$26,199,314	21.62%	$4,782,370	19.80%	$882,232	18.45%
72 - SUPPLIES & MATERIALS	69,682	168,989	2,139,365	7.90%	182,407	8.99%	(13,418)	-7.36%
73 - CONTRACT & PROF SVCS	311,425	778,537	7,740,312	10.06%	728,329	10.36%	50,208	6.89%
74 - MAINT & REPAIR SVCS	91,882	277,183	1,745,685	15.88%	106,195	7.66%	170,988	161.01%
75 - UTILITIES	9,366	153,986	981,857	15.68%	81,671	8.58%	72,315	88.54%
76 - CAPITAL OUTLAY	7,840	7,840	269,036	2.91%	8,802	5.46%	(962)	-10.93%
78 - TRANSFER TO FUNDS	210,197	352,316	1,141,418	30.87%	242,006	20.68%	110,311	45.58%
79 - OTHER FINANCING USES	8,450	26,738	481,976	5.55%	114,826	22.54%	(88,088)	-76.71%
Expense Total	**$2,568,366**	**$7,430,192**	**$40,698,963**	**18.26%**	**$6,246,606**	**16.71%**	**$1,183,586**	**18.95%**
Net Income (Loss)	**$7,036,101**	**$5,102,995**	**($978,089)**		**$6,909,594**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 21,916,203**	**$ 17,431,689**
ENDING FUND BALANCE	**$ 27,019,198**	**$ 16,453,600**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	40.4%
# of Days Coverage	148
Reserve Requirement $$ (60 Days)	$ 6,690,240
Reserve Requirement %	16.4%
Excess Reserves	**$ 9,763,360**

001 - GENERAL FUND
AS OF DECEMBER 31, 2023

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
50 - PROPERTY TAXES								
501101 - CURRENT TAXES	$8,320,721	$9,522,096	$21,619,710	44.04%	$10,499,685	51.10%	(977,589)	-9.31%
501102 - DELINQUENT TAXES	14,268	61,986	145,000	42.75%	99,114	79.29%	(37,128)	-37.46%
501103 - PENALTIES AND INTEREST	3	39	145,000	0.03%	20,817	15.42%	(20,778)	-99.81%
50 - PROPERTY TAXES Total	**$8,334,992**	**$9,584,120**	**$21,909,710**	**43.74%**	**$10,619,616**	**51.04%**	**($1,035,495)**	**-9.75%**
51 - SALES & OTHER TAXES								
501201 - STATE SALES TAX CITY PORTION	$511,408	$515,053	$6,768,432	7.61%	$504,018	8.00%	11,035	2.19%
501202 - SALES TAX PROPERTY TAX RELIEF	255,704	257,527	3,384,216	7.61%	252,009	8.00%	5,517	2.19%
501204 - ALCOHOLIC BEVERAGE TAX	8,526	8,526	99,000	8.61%	0	0.00%	8,526	0.00%
51 - SALES & OTHER TAXES Total	**$775,639**	**$781,106**	**$10,251,648**	**7.62%**	**$756,027**	**7.93%**	**$25,078**	**3.32%**
52 - PERMITS & LICENSES								
502101 - BUILDING PERMITS	$49,236	$113,524	$350,000	32.44%	$76,839	25.61%	36,684	47.74%
502102 - ELECTRICAL PERMITS	2,025	11,210	27,000	41.52%	9,425	47.13%	1,785	18.94%
502103 - SOLICITOR LICENSES	0	75	500	15.00%	0	0.00%	75	0.00%
502106 - SIGN PERMITS	500	5,300	18,000	29.44%	8,075	53.83%	(2,775)	-34.37%
502108 - HEALTH FOOD INSPECTION FEES	11,600	31,025	75,000	41.37%	28,422	40.60%	2,603	9.16%
502109 - PLUMBING AND AC PERMITS	3,750	15,172	60,000	25.29%	17,975	32.68%	(2,803)	-15.59%
502111 - ZONING & SPEC USE PERMIT	150	1,900	12,000	15.83%	4,050	47.65%	(2,150)	-53.09%
502114 - RENTAL PROPERTY REGISTRATION	14,475	24,650	55,000	44.82%	23,645	47.29%	1,005	4.25%
502120 - ALARM PERMITS	4,944	13,510	45,000	30.02%	1,365	2.73%	12,145	889.77%
502122 - POOL OR SPA INSPECTION FEE	250	250	5,000	5.00%	0	0.00%	250	0.00%
509607 - ANIMAL PERMITS	0	0	0	0.00%	0	0.00%	0	0.00%
52 - PERMITS & LICENSES Total	**$86,930**	**$216,616**	**$647,500**	**33.45%**	**$169,796**	**29.68%**	**$46,820**	**27.57%**
53 - FINES & FEES								
502107 - WRECKER AND STORAGE FEES	$0	$0	$0	0.00%	$0	0.00%	0	0.00%
502112 - EMS SVCS COST SETTLEMENT	0	0	0	0.00%	0	0.00%	0	0.00%
502113 - SMALL CELL/ NETWORK NODE FEES	0	0	0	0.00%	0	0.00%	0	0.00%
503101 - MUNICIPAL COURT FINES	20,919	53,973	275,000	19.63%	50,980	16.99%	2,994	5.87%
503102 - COURT RELATED FEES	5,154	11,599	60,000	19.33%	8,462	13.02%	3,137	37.07%
503103 - SCHOOL CROSSING FEES	125	735	2,500	29.38%	434	12.39%	301	69.43%
503201 - LIBRARY FINES	188	830	5,000	16.59%	1,566	52.21%	(737)	-47.03%
503301 - FALSE ALARM FINES	0	100	7,500	1.33%	235	1.57%	(135)	-57.45%
509609 - RETURN CHECK FEES	0	0	100	0.00%	0	0.00%	0	0.00%
53 - FINES & FEES Total	**$26,386**	**$67,237**	**$350,100**	**19.21%**	**$61,677**	**15.95%**	**$5,560**	**9.01%**

001 - GENERAL FUND
AS OF DECEMBER 31, 2023

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES								
504102 - DISD SCHOOL CROSSING GUARDS	$0	$0	$50,310	0.00%	$0	0.00%	0	0.00%
504103 - DALLAS CNTY CROSSING GUARD REV	0	0	40,000	0.00%	3,838	9.60%	(3,838)	-100.00%
504109 - REIMB FOR REG EMERG MANAGER	0	0	147,551	0.00%	0	0.00%	0	0.00%
507105 - SENIOR MEAL DONATIONS	114	590	0	0.00%	375	0.00%	215	57.20%
508201 - FEDERAL GRANTS	0	0	0	0.00%	0	0.00%	0	0.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	0	0	60,000	0.00%	0	0.00%	0	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	50,000	0.00%	0	0.00%	0	0.00%
508101 - STATE GRANTS	0	0	0	0.00%	0	0.00%	0	0.00%
54 - INTERGOV REVENUES Total	**$114**	**$590**	**$347,861**	**0.17%**	**$4,213**	**1.77%**	**($3,624)**	**-86.00%**
55 - INTEREST								
505101 - INTEREST ON GOVT POOL INVEST	$82,849	$290,576	$1,700	17092.72%	$150,400	8847.08%	140,176	93.20%
505103 - CERT OF DEPOSIT INTEREST	15,259	47,388	36,000	131.63%	15,591	43.31%	31,797	203.94%
505106 - MONEY MARKET INTEREST	87,550	258,402	30,000	861.34%	153,440	511.47%	104,962	68.41%
55 - INTEREST Total	**$185,658**	**$596,367**	**$67,700**	**880.90%**	**$319,432**	**471.83%**	**$104,962**	**86.70%**
56 - FRANCHISE FEE REV						0.00%		
501301 - FRANCHISE FEE ELECTRIC	$0	$0	$1,150,000	0.00%	$0	0.00%	0	0.00%
501302 - FRANCHISE FEE GAS	0	0	390,000	0.00%	0	0.00%	0	0.00%
501303 - FRANCHISE FEE TELEPHONE	17,742	17,742	75,000	23.66%	18,780	22.90%	(1,038)	-5.53%
501304 - FRANCHISE FEE CABLE TV	0	0	140,000	0.00%	0	0.00%	0	0.00%
501306 - FRANCHISE VIDEO SERV	0	0	0	0.00%	0	0.00%	0	0.00%
56 - FRANCHISE FEE REV Total	**$17,742**	**$17,742**	**$1,755,000**	**1.01%**	**$18,780**	**1.08%**	**($1,038)**	**-5.53%**
57 - CHARGES FOR SERVICES								
502105 - EMERGENCY MEDICAL SERVICE	$82,444	$471,090	$900,000	52.34%	$386,546	45.48%	84,544	21.87%
507102 - RECREATION FEES	7,186	48,317	200,000	24.16%	36,192	15.74%	12,126	33.50%
507104 - SENIOR CENTER ANNUAL USER FEE	135	765	2,200	34.77%	810	20.25%	(45)	-5.56%
507106 - RECREATION CENTER CAMPS	0	0	0	0.00%	0	0.00%	0	0.00%
507107 - RECREATION CENTER CLASSES	921	6,213	16,000	38.83%	6,362	43.87%	(148)	-2.33%
507108 - SPECIAL EVENTS	0	1,450	16,000	9.06%	2,925	24.38%	(1,475)	-50.43%
507109 - SENIOR CLASS/TRIPS	280	1,773	3,000	59.10%	1,413	78.50%	360	25.48%
509603 - LIBRARY SERVICE FEES	900	4,323	10,000	43.23%	5,899	73.74%	(1,576)	-26.72%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%	1,506	0.00%	(1,506)	-100.00%
57 - CHARGES FOR SERVICES Total	**$73,023**	**$533,931**	**$1,147,200**	**46.54%**	**$441,652**	**39.42%**	**$92,279**	**20.89%**

001 - GENERAL FUND
AS OF DECEMBER 31, 2023

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
58 - TRANSFER FROM FUNDS								
598002 - PILOT FEE TZ-CITY WWW UTILITY	$128,507	$385,520	$1,542,082	25.00%	$431,160	25.00%	(45,640)	-10.59%
599002 - TRANS FROM UTILITY FUND-002	88,783	266,348	1,065,393	25.00%	266,348	25.00%	0	0.00%
599005 - TRANS FROM DEBT FUND-005	0	0	0	0.00%	0	0.00%	0	0.00%
599010 - TRANS FROM HOTEL FUND-010	2,968	8,904	35,616	25.00%	7,817	25.00%	1,087	13.91%
599012 - TRANS FROM EDC FUND-012	12,151	36,454	145,814	25.00%	18,498	25.00%	17,956	97.07%
599019 - TRANS FROM SANITATION FND-019	0	0	0	0.00%	0	0.00%	0	0.00%
599031 - TRANS FROM TRAFFIC IMP FND-031	0	0	0	0.00%	0	0.00%	0	0.00%
599041 - TRANS FROM 1-TIME PROJ FND-041	0	0	0	0.00%	0	0.00%	0	0.00%
599230 - TRANS FROM JUVENILE FUND-230	0	0	7,000	0.00%	0	0.00%	0	0.00%
599757 - TRANS FROM EMERG MANG FND-757	0	0	0	0.00%	0	0.00%	0	0.00%
58 - TRANSFER FROM FUNDS Total	**$232,409**	**$697,226**	**$2,795,905**	**24.94%**	**$723,823**	**24.91%**	**($26,597)**	**-3.67%**
59 - OTHER SOURCES								
509101 - SALE OF FIXED ASSETS	$0	$0	$0	0.00%	$0	0.00%	0	0.00%
509102 - GAIN/ LOSS ON SALE FIXED ASSET	0	0	0	0.00%	0	0.00%	0	0.00%
509105 - SALE OF MATERIALS	0	0	3,750	0.00%	450	18.00%	(450)	-100.00%
509201 - INSURANCE RECOVERY	0	0	0	0.00%	0	0.00%	0	0.00%
509501 - COLLECTION OF BAD DEBTS	0	0	0	0.00%	0	0.00%	0	0.00%
509502 - MISCELLANEOUS WRITEOFFS	0	35	0	0.00%	0	0.00%	(35)	0.00%
509601 - MISCELLANEOUS REVENUE	2,815	6,883	100,000	6.88%	9,864	9.86%	(16,746)	-30.22%
509602 - CASH OVER AND SHORT	32	517	0	0.00%	514	0.00%	(1,031)	0.65%
509604 - POLICE ACCIDENT REPORTS	798	2,115	3,500	60.42%	877	25.07%	(2,992)	141.06%
509606 - AUCTION PROCEEDS	0	0	0	0.00%	0	0.00%	0	0.00%
509611 - SCRAP METAL SALES	0	0	0	0.00%	0	0.00%	0	0.00%
509612 - CITY SERVICES REIMBURSEMENT	0	1,106	58,000	1.91%	3,017	5.20%	(4,123)	-63.33%
509613 - WORKERS COMP REIMBURSEMENT	0	0	45,000	0.00%	0	0.00%	0	0.00%
509614 - RENTAL OF TOWER	13,210	26,830	225,000	11.92%	26,461	13.64%	(53,291)	1.39%
509617 - LEASE INCOME-EON	0	0	0	0.00%	0	0.00%	0	0.00%
509618 - GAS WELL OIL REVENUE	765	765	13,000	5.89%	0	0.00%	(765)	0.00%
509623 - CLAIM REIMBURSEMENTS	0	0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES Total	**$17,621**	**$38,251**	**$448,250**	**8.53%**	**$41,183**	**10.53%**	**($79,434)**	**-7.12%**
Grand Total	**$9,604,467**	**$12,533,186**	**$39,720,874**	**31.55%**	**$13,156,200**	**34.84%**	**($623,013)**	**-4.74%**

001 - GENERAL FUND
AS OF DECEMBER 31, 2023

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.								
01011000 - MAYOR AND COUNCIL	$4,803	$23,078	$117,582	19.63%	$36,550	25.59%	(13,472)	-36.86%
01011020 - MAYOR	0	83	8,500	0.97%	3,808	44.80%	(3,726)	-97.83%
01011021 - DISTRICT 1	0	45	7,000	0.64%	1,011	14.44%	(966)	-95.55%
01011022 - DISTRICT 2	0	42	7,000	0.61%	1,328	18.97%	(1,286)	-96.81%
01011023 - DISTRICT 3	0	0	7,000	0.00%	2,527	36.11%	(2,527)	-100.00%
01011024 - DISTRICT 4	0	1,097	7,000	15.68%	3,389	48.41%	(2,292)	-67.62%
01011025 - DISTRICT 5	0	157	7,000	2.24%	1,349	19.27%	(1,192)	-88.36%
01011026 - DISTRICT AT LARGE	0	193	7,000	2.76%	1,613	23.05%	(1,420)	-88.04%
01011100 - CITY ADMINISTRATION	58,831	136,934	829,356	16.51%	166,724	18.99%	(29,790)	-17.87%
01011200 - CITY SECRETARY	15,066	42,785	379,408	11.28%	54,620	14.27%	(11,834)	-21.67%
01011300 - HUMAN RESOURCES	38,766	91,725	495,086	18.53%	112,415	23.26%	(20,691)	-18.41%
01011400 - INFO TECHNOLOGY	93,435	362,327	1,563,915	23.17%	154,005	13.71%	208,322	135.27%
01011500 - PUBLIC INFORMATION OFFICE	31,666	81,471	497,264	16.38%	51,944	19.57%	29,527	56.84%
01011600 - PUBLIC LIBRARY	79,296	208,493	1,123,899	18.55%	210,725	19.94%	(2,232)	-1.06%
01011700 - CITY MARSHAL	8,242	20,979	120,107	17.47%	20,277	20.29%	702	3.46%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$330,106**	**$969,409**	**$5,177,117**	**18.72%**	**$822,286**	**18.34%**	**$147,123**	**17.89%**
0102 - FISCAL SERVICES DEPT.								
01022000 - ACCOUNTING & REPORTING	$76,658	$229,778	$922,122	24.92%	$165,154	21.11%	64,625	39.13%
01022300 - MUNICIPAL COURT	31,889	86,667	538,945	16.08%	83,327	16.86%	3,341	4.01%
01022500 - PROCUREMENT OFFICE	16,970	47,149	246,330	19.14%	45,682	20.57%	1,467	3.21%
0102 - FISCAL SERVICES DEPT. Total	**$125,517**	**$363,595**	**$1,707,397**	**21.30%**	**$294,162**	**19.63%**	**$69,433**	**23.60%**
0103 - NEIGHBORHOOD & PLANNING DEPT.								
01036100 - BUILDING INSPECTION	$41,817	$121,001	$575,513	21.02%	$66,415	13.18%	54,585	82.19%
01036401 - PLANNING SERVICES-CURRENT	16,155	39,231	197,080	19.91%	0	0.00%	39,231	0.00%
01036500 - NEIGHBORHOOD SERVICES	50,150	128,268	615,029	20.86%	107,851	17.10%	20,417	18.93%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	6,555	17,898	84,388	21.21%	156	0.00%	17,741	11342.08%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$114,677**	**$306,398**	**$1,472,010**	**20.81%**	**$174,423**	**15.37%**	**$131,975**	**75.66%**
0104 - PARK AND RECREATION DEPT.								
01044000 - PARK & REC ADMINISTRATION	$21,749	$59,763	$290,023	20.61%	$57,697	21.34%	2,066	3.58%
01044100 - REC PROGRAM ADMIN	30,645	81,574	487,898	16.72%	85,461	18.73%	(3,886)	-4.55%
01044101 - RECREATIONAL PROGRAMS	0	0	0	0.00%	0	0.00%	0	0.00%
01044200 - SPECIAL EVENTS ADMIN	16,123	42,888	331,833	12.92%	18,953	7.27%	23,935	126.28%
01044300 - ATHLETIC PROGRAMMING	17,798	60,159	453,123	13.28%	44,107	10.52%	16,052	36.39%
01044500 - HORTICULTURE	13,155	34,681	193,996	17.88%	20,330	11.19%	14,351	70.59%
01044600 - PARK GROUNDS MAINTENANCE	90,932	277,600	1,744,209	15.92%	118,612	8.01%	158,988	134.04%
01044900 - SENIOR CENTER	18,571	51,405	238,739	21.53%	47,498	21.40%	3,907	8.22%
01044901 - SENIOR CENTER CLASSES	0	0	0	0.00%	0	0.00%	0	0.00%
01044911 - SENIOR CENTER TRIPS	0	0	0	0.00%	0	0.00%	0	0.00%
0104 - PARK AND RECREATION DEPT. Total	**$208,972**	**$608,070**	**$3,739,820**	**16.26%**	**$392,658**	**11.93%**	**$215,412**	**54.86%**

001 - GENERAL FUND
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0105 - POLICE SERVICES DEPT.								
01055000 - POLICE ADMINISTRATION	$55,592	$157,208	$2,507,292	6.27%	$351,458	15.60%	(194,250)	-55.27%
01055100 - PATROL	459,366	1,239,846	5,693,004	21.78%	1,033,450	20.14%	206,397	19.97%
01055200 - CRIMINAL INVESTIGATION	105,752	303,073	1,642,102	18.46%	357,697	22.65%	(54,624)	-15.27%
01055300 - ANIMAL CONTROL	7,198	85,834	577,993	14.85%	64,315	11.92%	21,519	33.46%
01055400 - SCHOOL GUARDS	8,251	24,736	100,620	24.58%	28,291	32.06%	(3,555)	-12.57%
01055500 - CRIME PREVENTION	13,268	35,023	168,083	20.84%	35,714	23.09%	(691)	-1.94%
01055600 - SWAT ORG	4,057	8,141	146,049	5.57%	17,330	16.63%	(9,189)	-53.02%
01055700 - RECORDS	26,376	77,841	378,642	20.56%	71,666	20.10%	6,175	8.62%
01055900 - POLICE SPECIAL SERVICES	18,301	53,854	415,254	12.97%	65,938	16.08%	(12,084)	-18.33%
0105 - POLICE SERVICES DEPT. Total	**$698,162**	**$1,985,557**	**$11,629,039**	**17.07%**	**$2,025,860**	**19.08%**	**($40,303)**	**-1.99%**
0106 - PUBLIC WORKS DEPT.								
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$34,885	$100,428	$621,263	16.17%	$98,817	15.91%	1,611	1.63%
01066200 - STREET MAINTENANCE	87,507	280,466	3,452,237	8.12%	260,144	7.35%	20,322	7.81%
01066300 - TRAFFIC OPERATIONS	29,432	82,653	1,110,552	7.44%	100,520	9.35%	(17,866)	-17.77%
01066700 - EQUIPMENT SERVICES	95,869	173,913	1,340,941	12.97%	241,071	19.29%	(67,158)	-27.86%
01066800 - BUILDING MAINTENANCE	60,378	155,861	979,330	15.92%	123,471	13.69%	32,389	26.23%
0106 - PUBLIC WORKS DEPT. Total	**$308,071**	**$793,322**	**$7,504,322**	**10.57%**	**$824,023**	**11.16%**	**($30,701)**	**-3.73%**
0107 - FIRE SERVICES DEPT.								
01077000 - FIRE ADMINISTRATION	$37,915	$118,079	$673,422	17.53%	$120,235	16.80%	(2,157)	-1.79%
01077100 - FIRE PREVENTION	30,409	72,979	355,291	20.54%	45,234	14.98%	27,745	61.34%
01077200 - FIRE SUPPRESSION	448,600	1,183,071	5,132,258	23.05%	1,018,324	22.40%	164,747	16.18%
01077300 - ADVANCED LIFE SUPPORT	118,293	321,450	1,808,383	17.78%	372,566	20.35%	(51,117)	-13.72%
01077500 - EMERGENCY MANAGEMENT ADMIN	11,658	28,398	197,229	14.40%	28,051	20.13%	346	1.23%
0107 - FIRE SERVICES DEPT. Total	**$646,874**	**$1,723,976**	**$8,166,583**	**21.11%**	**$1,584,411**	**21.03%**	**$139,564**	**8.81%**
0108 - NON-DEPARTMENTAL								
01088000 - GENERAL NON DEPARTMENTAL	$135,987	$679,866	$1,152,883	58.97%	$91,592	7.24%	588,275	642.28%
0108 - NON-DEPARTMENTAL Total	**$135,987**	**$679,866**	**$1,152,883**	**58.97%**	**$91,592**	**7.24%**	**$588,275**	**642.28%**
0109 - USE OF FUND BALANCE								
01099000 - USE OF FUND BALANCE	$0	$0	$149,791	0.00%	$0	0.00%	0	0.00%
0109 - USE OF FUND BALANCE Total	**$0**	**$0**	**$149,791**	**0.00%**	**$0**	**0.00%**	**$0**	**0.00%**
Grand Total	**$2,568,366**	**$7,430,192**	**$40,698,963**	**18.26%**	**$6,209,414**	**16.69%**	**$1,220,778**	**19.66%**

002 - WATER/SEWER UTILITY FUND
AS OF DECEMBER 31, 2023

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
53 - FINES & FEES	$105	$1,610	$4,000	40.25%	$1,680	41.99%	($70)	-4.15%
54 - INTERGOV REVENUES	0	0	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	9,672	110,485	17,100	646.11%	47,512	277.85%	62,973	132.54%
57 - CHARGES FOR SERVICES	1,645,445	3,778,677	21,061,642	17.94%	3,292,020	17.21%	486,658	14.78%
59 - OTHER SOURCES	300	3,929	70,777	5.55%	40,270	56.90%	(36,342)	-90.24%
Revenue Total	**$1,655,522**	**$3,894,701**	**$21,154,119**	**18.41%**	**$3,381,482**	**17.59%**	**$513,219**	**15.18%**
Expense								
60 - SALARY AND BENEFITS	$168,780	$453,279	$2,351,735	19.27%	$419,190	18.59%	$34,088	8.13%
72 - SUPPLIES & MATERIALS	27,931	33,420	705,528	4.74%	83,788	12.16%	(50,368)	-60.11%
73 - CONTRACT & PROF SVCS	1,017,257	1,909,235	10,141,222	18.83%	1,955,177	19.99%	(45,943)	-2.35%
74 - MAINT & REPAIR SVCS	24,131	45,872	391,900	11.71%	46,619	13.97%	(747)	-1.60%
75 - UTILITIES	1,136	12,084	124,220	9.73%	440	0.36%	11,643	2643.60%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	241,916	725,749	8,422,998	8.62%	989,720	16.50%	(263,971)	-26.67%
79 - OTHER FINANCING USES	0	0	14,450	0.00%	2,145	10.75%	(2,145)	-100.00%
Expense Total	**$1,481,151**	**$3,179,639**	**$22,152,053**	**14.35%**	**$3,497,081**	**18.21%**	**($317,442)**	**-9.08%**
Net Income (Loss)	**$174,371**	**$715,062**	**$997,934**		**($115,599)**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 12,560,471**	**$ 10,760,534**
ENDING FUND BALANCE	**$ 13,275,533**	**$ 9,762,600**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	44.1%
# of Days Coverage	161
Reserve Requirement $$ (60 Days)	$ 3,641,433
Reserve Requirement %	16.4%
Excess Reserves	**$ 6,121,166**

UTILITY CIP FUNDS
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$5,149,340	0.00%	$0	0.00%	$0	0.00%
Expense	$575,174	$7,817,577	7.36%	$573,885	9.30%	$1,289	0.22%
Net Income (Loss)	**$575,174**	**$2,668,237**		**($573,885)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,893,768**
ENDING FUND BALANCE	**$ 2,318,594**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$500,000	0.00%	$250,000	25.00%	($250,000)	-100.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**$500,000**		**$250,000**			

UNAUDITED BEGINNING FUND BALANCE	**$ 1,000,000**
ENDING FUND BALANCE	**$ 1,000,000**

010 - HOTEL TAX FUND
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES	$161,904	$177,511	$893,000	19.88%	$146,092	16.40%	31,419	-21.51%
55 - INTEREST	0	0	500	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$161,904**	**$177,511**	**$893,500**	**19.87%**	**$146,092**	**16.39%**	**$31,419**	**-21.51%**
Expense								
60 - SALARY AND BENEFITS	$7,098	$19,517	$93,654	20.84%	$829	0.99%	18,689	2255.62%
72 - SUPPLIES & MATERIALS	0	0	5,150	0.00%	0	0.00%	0	0.00%
73 - CONTRACT & PROF SVCS	124,400	253,628	700,264	36.22%	136,825	19.44%	116,803	-85.37%
78 - TRANSFER TO FUNDS	2,968	8,904	35,616	25.00%	7,817	25.00%	1,087	13.91%
79 - OTHER FINANCING USES	0	0	3,795	0.00%	0	0.00%	0	0.00%
Expense Total	**$134,466**	**$282,050**	**$838,479**	**33.64%**	**$145,471**	**17.57%**	**$136,579**	**93.89%**
Net Income (Loss)	**$27,438**	**($104,539)**	**$55,021**		**($622)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 3,969,486**
ENDING FUND BALANCE	**$ 3,864,947**

012 - ECONOMIC DEVELOPMENT
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES	$255,704	$257,527	$3,384,216	7.61%	$252,009	8.00%	5,517	100.00%
55 - INTEREST	6,238	23,875	0	0.00%	29	0.00%	23,846	82826.85%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$261,942**	**$281,401**	**$3,384,216**	**8.32%**	**$252,038**	**8.00%**	**$29,363**	**11.65%**
Expense								
60 - SALARY AND BENEFITS	$37,904	$99,251	$562,735	17.64%	$82,458	18.14%	16,793	20.37%
72 - SUPPLIES & MATERIALS	2,024	3,269	81,609	4.01%	33,677	45.68%	(30,408)	-90.29%
73 - CONTRACT & PROF SVCS	353	8,225	550,201	1.49%	10,258	3.41%	(2,032)	-19.81%
74 - MAINT & REPAIR SVCS	543	3,669	85,600	4.29%	37	0.05%	3,633	9952.60%
75 - UTILITIES	1,126	6,035	23,200	26.01%	1,873	8.88%	4,162	222.19%
76 - CAPITAL OUTLAY	0	0	100,000	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	12,972	38,915	694,283	5.60%	19,755	3.22%	19,160	96.99%
79 - OTHER FINANCING USES	89,928	96,168	2,388,770	4.03%	2,142	0.09%	94,027	4390.42%
Expense Total	**$144,849**	**$255,532**	**$4,486,398**	**5.70%**	**$150,199**	**3.97%**	**$105,333**	**70.13%**
Net Income (Loss)	**$117,094**	**$25,869**	**($1,102,182)**		**$101,839**			

UNAUDITED BEGINNING FUND BALANCE	$	**6,871,575**
ENDING FUND BALANCE	$	**6,897,444**

015 - DRAINAGE FUND
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	**CY Month Actual**	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue								
55 - INTEREST	$0	$0	$200	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	40,164	95,886	780,000	12.29%	86,808	11.13%	9,078	10.46%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$40,164**	**$95,886**	**$780,200**	**12.29%**	**$86,808**	**11.13%**	**$9,078**	**10.46%**
Expense								
60 - SALARY AND BENEFITS	$0	$1,726	$146,942	1.17%	$2,099	1.57%	(374)	-17.79%
72 - SUPPLIES & MATERIALS	644	913	20,415	4.47%	0	0.00%	913	0.00%
73 - CONTRACT & PROF SVCS	80	121	388,653	0.03%	12,322	8.89%	(12,202)	-99.02%
74 - MAINT & REPAIR SVCS	0	0	8,000	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	18	52	168	30.70%	14	8.33%	38	268.43%
76 - CAPITAL OUTLAY	40,256	124,365	1,918,985	6.48%	0	0.00%	124,365	0.00%
78 - TRANSFER TO FUNDS	0	0	0	0.00%	0	0.00%	0	0.00%
79 - OTHER FINANCING USES	0	0	6,760	0.00%	0	0.00%	0	0.00%
Expense Total	**$40,998**	**$127,175**	**$2,489,923**	**5.11%**	**$14,436**	**0.83%**	**$112,740**	**780.98%**
Net Income (Loss)	**($835)**	**($31,289)**	**($1,709,723)**		**$72,372**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,006,065**
ENDING FUND BALANCE	**$ 1,974,776**

019 - SANITATION FUND
AS OF DECEMBER 31, 2023

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
55 - INTEREST	$0	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	0	0	230,000	0.00%	52,685	23.95%	(52,685)	-100.00%
57 - CHARGES FOR SERVICES	340,266	767,019	4,456,118	17.21%	712,616	15.81%	54,404	7.63%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$340,266**	**$767,019**	**$4,686,618**	**16.37%**	**$765,301**	**16.19%**	**$1,719**	**0.22%**
Expense						0.00%		0.00%
60 - SALARY AND BENEFITS	$24,776	$69,584	$312,081	22.30%	$59,424	20.93%	10,160	17.10%
72 - SUPPLIES & MATERIALS	667	1,338	17,573	7.61%	382	2.38%	955	249.79%
73 - CONTRACT & PROF SVCS	319,769	679,762	4,092,557	16.61%	620,701	14.67%	59,061	9.52%
74 - MAINT & REPAIR SVCS	0	0	10,000	0.00%	594	9.89%	(594)	-100.00%
75 - UTILITIES	30	91	356	25.62%	78	21.99%	13	16.49%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	1,475	4,426	217,705	2.03%	2,656	1.65%	1,771	66.67%
79 - OTHER FINANCING USES	0	0	600	0.00%	367	25.34%	(367)	-100.00%
Expense Total	**$346,717**	**$755,201**	**$4,650,872**	**16.24%**	**$684,202**	**14.56%**	**$70,999**	**10.38%**
Net Income (Loss)	**$6,451**	**$11,818**	**$35,746**		**$81,098**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 851,328**	**$ 635,552**
ENDING FUND BALANCE	**$ 863,146**	**$ 671,297**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	14.4%
# of Days Coverage	53
Reserve Requirement $$ (60 Days)	$ 764,527
Reserve Requirement %	16.4%
Excess Reserves	**$ (93,230)**

456 - FIELDHOUSE
AS OF DECEMBER 31, 2023

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
53 - FINES & FEES	$0	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	27,192	114,416	1,387,500	8.25%	126,353	9.25%	(11,937)	-9.45%
58 - TRANSFER FROM FUNDS	0	0	538,625	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	1,190	7,950	170,500	4.66%	62,525	47.10%	(54,575)	-87.29%
Revenue Total	**$28,381**	**$122,366**	**$2,096,625**	**5.84%**	**$188,878**	**9.30%**	**($66,512)**	**-35.21%**
Expense								
60 - SALARY AND BENEFITS	$39,899	$112,507	$573,012	19.63%	$107,328	19.10%	5,179	4.83%
72 - SUPPLIES & MATERIALS	12,935	28,262	292,354	9.67%	56,379	20.91%	(28,117)	-49.87%
73 - CONTRACT & PROF SVCS	16,964	43,349	445,774	9.72%	43,321	10.47%	28	0.06%
74 - MAINT & REPAIR SVCS	667	2,275	44,754	5.08%	2,924	5.65%	(649)	-22.19%
75 - UTILITIES	710	4,363	118,564	3.68%	9,970	8.49%	(5,607)	-56.24%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	539,125	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	325	975	3,900	25.00%	975	25.00%	0	0.00%
79 - OTHER FINANCING USES	34	70	2,450	2.84%	66	2.64%	4	5.54%
Expense Total	**$71,535**	**$191,801**	**$2,019,933**	**9.50%**	**$220,963**	**11.28%**	**$4**	**-13.20%**
Net Income (Loss)	**($43,153)**	**($69,436)**	**$76,692**		**($32,085)**			

UNAUDITED BEGINNING FUND BALANCE	**$ (1,840,206)**
ENDING FUND BALANCE	**$ (1,909,642)**

SPECIAL REVENUE FUNDS
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
008 - COMPREHENSIVE SELF INSURANCE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$139,885	$560,525	24.96%	$117,012	25.00%	$22,873	19.55%
Expense	$437,049	$585,000	74.71%	$492,332	69.23%	($55,284)	-11.23%
Net Income (Loss)	**($297,164)**	**($24,475)**		**($375,320)**			
UNAUDITED BEGINNING FUND BALANCE	$	**584,909**					
ENDING FUND BALANCE	$	**287,745**					

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
013 - GRANTS AND DONATIONS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$37,785	$413,865	9.13%	$39,502	19.75%	($1,717)	-4.35%
Expense	$12,445	$493,294	2.52%	$5,404	2.45%	$7,041	130.31%
Net Income (Loss)	**$25,340**	**($79,429)**		**$34,098**			
UNAUDITED BEGINNING FUND BALANCE	$	**206,482**					
ENDING FUND BALANCE	$	**231,822**					

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$139,137	$96,958	143.50%	$0	0.00%	$139,137	0.00%
Expense	$0	$82,250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$139,137**	**$14,708**		**$0**			
UNAUDITED BEGINNING FUND BALANCE	$	**509,934**					
ENDING FUND BALANCE	$	**649,071**					

SPECIAL REVENUE FUNDS
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
041 - ONE TIME PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$190,375	$1,001,826	19.00%	$649,209	33.97%	($458,834)	-70.68%
Net Income (Loss)	**$190,375**	**$1,001,826**		**$649,209**			
UNAUDITED BEGINNING FUND BALANCE	**$ 1,068,452**						
ENDING FUND BALANCE	**$ 878,077**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
050 - ASSET FORFEITURE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$49,710	$36,800	135.08%	$162,009	0.00%	($112,299)	-69.32%
Expense	$25,963	$820,036	3.17%	$230,723	151.52%	($204,760)	-88.75%
Net Income (Loss)	**$23,747**	**($783,236)**		**($68,713)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 864,078**						
ENDING FUND BALANCE	**$ 887,825**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$50,464	$0	0.00%	$4,830,891	0.00%	($4,780,427)	-98.96%
Expense	$612,902	$3,791,825	16.16%	$78,620	1.98%	$534,283	679.58%
Net Income (Loss)	**($562,439)**	**($3,791,825)**		**$4,752,271**			
UNAUDITED BEGINNING FUND BALANCE	**$ 4,224,481**						
ENDING FUND BALANCE	**$ 3,662,043**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$679,585	$1,484,215	45.79%	$436,243	50.88%	$243,342	55.78%
Expense	$0	$1,481,356	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$679,585**	**$2,858**		**$436,243**			

UNAUDITED BEGINNING FUND BALANCE	**$ 665,355**
ENDING FUND BALANCE	**$ 1,344,940**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$190,000	0.00%	$0	0.00%	$0	0.00%
Expense	$614,837	$1,364,685	45.05%	$7,609	1.21%	$607,229	7980.59%
Net Income (Loss)	**$614,837**	**($1,174,685)**		**($7,609)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 1,174,685**
ENDING FUND BALANCE	**$ 559,848**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$750,000	0.00%	$0	0.00%	$0	0.00%
Expense	$1,240,056	$6,084,053	23.25%	$0	0.00%	$1,240,056	0.00%
Net Income (Loss)	**$1,240,056**	**($5,334,053)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	**$ 5,334,053**
ENDING FUND BALANCE	**$ 4,093,997**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$200,000	0.00%	$0	0.00%	$0	0.00%
Expense	$74,981	$405,294	18.50%	$0	0.00%	$74,981	0.00%
Net Income (Loss)	**$74,981**	**($205,294)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	**$ 432,631**
ENDING FUND BALANCE	**$ 357,650**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$193,215	$0	0.00%	$123,544	123.54%	$0	0.00%
Expense	$961	$4,090,069	0.02%	$565,464	5.87%	($564,503)	-99.83%
Net Income (Loss)	**$192,254**	**($4,090,069)**		**$441,920**			

UNAUDITED BEGINNING FUND BALANCE	**$ 7,489,841**
ENDING FUND BALANCE	**$ 7,682,095**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$40,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$69,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($29,000)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	**$ 57,571**
ENDING FUND BALANCE	**$ 57,571**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF DECEMBER 31, 2023

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
410 - IT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$39,302	$154,929	25.37%	$38,123	25.00%	$0	0.00%
Expense	$0	$352,700	0.00%	$15,547	10.86%	($15,547)	-100.00%
Net Income (Loss)	**$39,302**	**($197,771)**		**$22,576**			
UNAUDITED BEGINNING FUND BALANCE	**$ 211,972**						
ENDING FUND BALANCE	**$ 251,274**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
415 - FLEET REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$255,620	$1,022,480	25.00%	$250,982	24.98%	$0	0.00%
Expense	$1,079,599	$2,023,884	53.34%	$0	0.00%	$1,079,599	100.00%
Net Income (Loss)	**($823,979)**	**($1,001,404)**		**$250,982**			
UNAUDITED BEGINNING FUND BALANCE	**$ 2,858,187**						
ENDING FUND BALANCE	**$ 2,034,207**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
420 - SWAT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$75,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$75,322	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**($0)**	**($322)**		**$0**			
UNAUDITED BEGINNING FUND BALANCE	**$ -**						
ENDING FUND BALANCE	**$ -**						

CAPITAL BOND PROJECTS - CONSOLIDATED AS OF DECEMBER 31, 2023

Project Information		Revenue Sources							Project Budget				Actuals				
	DESCRIPTION	Bond Allocation	Utility CIP (017)	One-Time Project (041)	ARPA (758)	General Fund (001)	Grant / Cost Share	Total Revenue Sources	Design	Construction	Other Amounts	Total Project Budget	PYs Actual	FY2024 YTD	Project to Date Actuals	Total Remaining Balance	Status
1	Fire Station 1	$6,000,000	$0	$1,034,736	$3,878,448	$52,000	$0	$10,965,184	$722,630	$7,857,835	$2,685,906	$11,266,371	$8,393,040	$544,343	$8,937,383	$2,027,801	End of January 2024 estimated construction completion
2	Service Center Renovation	$2,400,000						$2,400,000	$208,000		$9,200	$217,200	$202,800		$202,800	$2,197,200	Design Complete. Project on hold. Revisit after Facility Assessment.
3	Danieldale Road Reconstruction	$3,100,000	$4,679,887				$167,420	$7,947,307	$493,460	$7,207,574	$66,000	$7,767,034	$7,299,358	$961	$7,300,319	$646,988	Substantially complete - landscaping remaining
4	Cedar Ridge Road Reconstruction	$2,000,000	$3,300,000					$5,300,000	$458,050	$4,771,000	$43,000	$5,272,050	$184,617		$184,617	$5,115,383	30% Design Complete
5	Main Street - $1,500,000 allocated	$1,500,000						$1,500,000				$0			$0		Reallocate funds to Cedar Ridge? Revisit project ideas?
6	Rotary Park Parking Lot (COMPLETE)	$50,000						$50,000		$17,405		$17,405	$17,405		$17,405	$0	COMPLETE
7	Lakeside Park Pavillion (COMPLETE)	$400,000						$400,000		$392,931		$392,931	$392,931		$392,931	$0	COMPLETE
8	Armstrong Park/Splashpad	$2,250,000					$750,000	$3,000,000	$236,800	$2,810,713	$8,400	$3,055,913	$615,917	$1,240,056	$1,855,973	$1,144,027	Estimated Completion - March 2024
9	Harrington Park - including Pavilion and Waterview bridge (Trails)	$2,900,000						$2,900,000	$317,560	$5,670,000		$5,987,560	$194,948		$194,948	$2,705,052	Design Complete. Awaiting direction on funds. Can be broken into 3 phases. There are enough funds for Phase 1 (Concessions and Restrooms); Phase 2 is parking lot/pavillion; Phase 3 is bridge connecting Waterview Park and Harrington
10	City-wide Trails	$1,000,000						$1,000,000		$1,000,000		$1,000,000	$67,278		$67,278	$932,723	Project options given. Awaiting Council/Community direction.
	TOTAL PROJECTS BUDGET	**$21,600,000**						**$35,462,491**	**$2,436,500**	**$29,727,457**	**$2,812,506**	**$34,976,464**	**$17,368,294**	**$1,785,360**	**$19,153,653**	**$14,769,174**	

DRAINAGE PROJECTS (FUND 015) AT DECEMBER 31, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Ten Mile Creek - Erosion/Drainage	B&N (3220011)	15050000-708102-TENMC	165,060	1,567,842		$1,732,902	106,044	-	106,044	1,626,858	Construction Phase - Awarded 11/21/23 Meeting
2	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067)	PWAL00003-15050000-708102	5,000	95,128		$100,128	2,340	84,108	86,448	13,680	In Construction - On Hold for Oncor to make Powerline improvements
3	Swan Ridge - Birdwood	SYB Const (3230195)	DR2301-15050000-708102		264,260		$264,260	195,682	40,256	235,938	28,322	Estimated March 2024 completion - on
4	Lakeside Park - Culvert	IEA (3230194)	PWDR00004-15050000-708102	45,190			$45,190	39,430	-	39,430	5,760	Design Complete - Construction estimated FY 2025
5	Drainage Assessment - Master Plan/Study	unassigned	unassigned				$250,000				250,000	Not Started
6	Drainage Improvements - Bridges	unassigned	unassigned				$120,000				120,000	Not Started
	TOTALS			**215,250**	**1,927,230**	**0**	**$2,512,480**	**$343,496**	**$124,365**	**$467,861**	**$2,044,619**	

UTILITY CIP PROJECTS (FUND 017) AT DECEMBER 31, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Swan Ridge (W/ Drainage + Streets)	Burgess/Niple (3210043) SYB Construction (3230182)	PWWR00016-171000000-708102 PWWW00015-17400000-708102	55,485	1,540,773	47,139	$1,643,397	886,493	441,602	$ 1,328,095	$ 315,302	In Construction - estimated March 2024 completion
2	Wren and Oriole Avenue Aerial	Dunaway (3210098) Texas Standard Const.	PWWR00019-1710000-708102	70,035	1,209,137		$1,279,172	58,518	-	$ 58,518	$ 1,220,655	Construction awarded 11-21-23
3	Danieldale Road Reconstruction (UT Portion)	Dunaway (3200023) Pavecon (3210057) Teams Consultants (2300161)	PWWR00011	297,564	4,245,132	137,195	$4,679,891	4,645,268	-	$ 4,645,268	$ 34,623	Substantially Complete - Landscaping
4	Cedar Ridge Road Reconstruction (UT Portion)	Dunaway (3210094)	26010000-708102-RIDGE	157,367	1,000,000		$1,157,367	87,707	-	$ 87,707	$ 1,069,661	In Design - 30% complete
5	Summit Pump House - Rehab - Generator	Dunaway (3210099) Texan Electric Co. (3230221)	1710000-700883-GRGEN; PWWR00012	75,538	579,469		$655,007	68,138	-	$ 68,138	$ 586,869	Construction Awarded 10-17-23
6	FY 22 Pipebursting	Vortex (3220025)	17400000-708102-PBU22		999,996		$999,996	948,786		$ 948,786	$ 51,210	Ongoing
7	Danieldale Ground Storage	RJN (3200037) Nova (3210059)	PWWR00002	312,386	2,260,137		$2,572,523	2,365,945	128,515	$ 2,494,461	$ 78,062	Complete - Awaiting Final Invoice
8	North Main Pump - Chlorine Injector/Mixer	Dunaway (3210029)	PWWR00018 - 1710000-708102	48,624	208,116		$256,740	40,814		$ 40,814	$ 215,926	Construction - Deferrred to FY25
9	SCADA Replacement	Prime Controls (3230218)	PW-2024001 - 1710000-708102		480,000		$480,000	-		$ -	$ 480,000	Started - Estimated 12-2024 Completion
10	FY 23 Pipebursting	Vortex Turnkey (#2300478)	PW-2023002-17100000-708102		448,265		$448,265	434,384		$ 434,384	$ 13,881	Ongoing
11	Softwood Sewer Aerial	Dunaway (3230100)	17100000-708102-WS326	84,800	**1,339,121**		$1,423,921	67,520	5,057	$ 72,577	$ 1,351,344	Design Complete - out for bid
12	Harrington Aerial - Stewart Branch	Dunaway (unassigned)	PW-2024002-17100000-708102	76,560	200,000		$276,560			$ -	$ 276,560	In Design

UTILITY CIP PROJECTS (FUND 017) AT DECEMBER 31, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
13	Lead Service Line Replacements Inventory		PW-2024003-1710000-700450			905,400	$905,400			$ -	$ 905,400	Reviewing RFQs
14	Beaver Creek - Pipebursting		PW-2024004-17100000-708102		675,000		$675,000			$ -	$ 675,000	Not Started
15	Loopline @ Fire Station		PW-2024005-17100000-708102	50,000			$50,000	-		$ -	$ -	Moved to FY2025
16	Hill City - Steger	Burgess/Niple (3210095)	17100000-708102-STEGE	35,700			$35,700	27,800		$ 27,800	$7,900	Moved to FY2025
17	Pressue Plan Valves		PW-2024006-17100000-708102		120,000		$120,000	-		$ -	$ 120,000	Not Started
18	Cockrell Hill Rd.	Criado & Associates (3210032)	PWWR00009-1710000-708102	128,468			$128,468	114,394		$ 114,394	$14,074	Moved to FY2025
19	Siphon @ Wheatland		PW-2024007-17100000-708102		250,000		$250,000	-		$ -	$ 250,000	Not Started
	TOTALS			**1,392,527**	**15,555,146**	**1,089,734**	**$18,037,406**	**$9,745,766**	**$575,174**	**$10,320,940**	**$7,666,466**	

STREET AND SIDEWALK PROJECTS (FUND 020) AT DECEMBER 31, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	US 67 - Landscape + Monument Signage	Westwood Professionals (3200044, 3200161, 3210060) Team Consultants (PO# 2300150, 2220060)	PWST00014-2010000-708102 PWST00011-2010000-708102 OTPW00004 (Closed) PWST00002	269,045	172,546	12,740	$454,331	274,013	-	$274,013	$180,318	Complete - Awaiting Cedar Hill to invoice
2	Swan Ridge Reconstruction (w/Utilities)	Burgess & Niples (3210043) SYB Construction (3230182)	PWST00009-2010000-708102	46,685	842,847		$889,532	243,629	590,065	833,694	$55,839	In Construction - March 2024 estimated completion
3	Sidewalks Oriole Blvd. - includes CDBG Grant	Dunaway Associates (3210106)	PWST00013-2010000-708102	11,500	650,000		$11,500	11,500	-	$11,500	$650,000	Going out for Bid
4	BNSF Main/Davis Sidewalks	IEA (3210079) BNSF Railway (3220119)	2010000-708102-ST325 PWST00012-DESIGN	26,825	60,885		$87,710	62,937	24,773	87,710	$0	COMPLETE
	TOTALS						**$1,443,073**	**$592,079**	**$614,837**	**$1,206,916**	**$886,156**	

ALLEY PROJECTS (FUND 025) AT DECEMBER 31, 2023

	Project and Vendor Information			Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067) CCGMG (3230195)	PWAL00003-25100000-708102/708103	64,817	339,369		$404,186	50,739	74,981	125,720	278,466	In Construction
2	Cherry Street/Center Phase 2 - Reconstruction w/ Drainage	IEA (3230106)	PW-2023004 -25100000-708102	94,582			$94,582	64,216		64,216	30,366	In Design
	TOTALS						**$498,768**	**$114,955**	**$74,981**	**$189,935**	**$308,833**	

ONE-TIME PROJECTS (FUND 041) AT DECEMBER 31, 2023

	DESCRIPTION	PROJECT CODE	DEPT	TOTAL PROJECT BUDGET	PY ACTUAL	FY 2024 YTD	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	FY20 RESERVED FOR P-25 COMPLIANT RADIOS	PDOTP-P25	POL/FIRE	2,188,003	1,720,111	34,438	1,754,550	433,453	Project completed in May 2023. One more payment due to Motorola. Any remaining funds go toward spare radios and Fire Station 1 alert speakers
2	FIRE STATION CONSTRUCTION - Funds from prev 1x project remaining balance	PWBD00005-PROJ	FIRE	1,007,736	473,802	155,936	629,739	377,997	Fire Station 1 Construction and IT
	TOTAL ONE TIME PROJECT BUDGET			**$3,195,739**	**2,193,913**	**190,375**	**$1,754,550**	**$811,451**	

ARPA PROJECTS (FUND 758) AT DECEMBER 31, 2023

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	PROJECT CODE	DEPT	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	Employee Premium Pay	Employee Premium Pay	Provide premium pay for city employees worked during the pandemic	75800001-600101:600120	ALL		1,231,136		1,231,136		COMPLETE
2	New Ambulance	Revenue Loss - Public Safety	Ambulance due for replacement.	75800001-700885-ARPA2	FIRE		370,476		370,476		COMPLETE
3	Air Purification - Fire Apparatus	Revenue Loss - Public Safety	Install air purfication equipment in Fire response vehicles to assist in mitigating spread of Covid-19	75800001-700230-ARPA4	FIRE		20,690		20,690		COMPLETE
4	Adverse Weather Equipment	Revenue Loss - Public Safety	Equipment such as batteries, small generator, etc for backup option to generator in an event of adverse weather, power outages.	75800001-700230-ARPA4	FIRE		4,685		4,685		COMPLETE
5	ESRI License	Revenue Loss - Public Safety	Update licensing for Fire Dept. Allows department mapping of Covid-19 hot spots in order for responders to be aware and better prepared when responding.	75800001-700441-ARPA4	FIRE		2,500		2,500		COMPLETE
6	SCBA Face Cleaners	Revenue Loss - Public Safety	Provide a cleaning system at each station. Ensures effective cleaning to remove carcinogens, dirt, and other residue on the face masks.	75800001-700230-ARPA4	FIRE		11,380		11,380		COMPLETE
7	Bunker Gear	Revenue Loss - Public Safety	To provide each firefighter a second set of gear in accordinance with NFPA 1971. Providing a second set of gear allows a firefighter to change into a clean set after a fire while the initial set is being cleaned of carcinogens.	75800001-700230-ARPA4	FIRE		141,362		141,362		COMPLETE
8	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.	75800001-700450-ARPA4	FIRE		20,829		20,829		COMPLETE
9	SCBA Gear	Revenue Loss - Public Safety	New gear for responders.	75800001-700884-APRA4	FIRE		276,022		276,022		COMPLETE
10	Library Carrals	Revenue Loss	Replace remaining Carrels. Library started replacing carrels with Cares Act funds in order to support distance learning for the community.	75800001-700230-ARPA4	LIBRARY		18,620		18,620		COMPLETE
11	Axon Body Worn Cameras/Vest	Revenue Loss - Public Safety	Provide body worn cameras/vest to neighborhood, health inspections, marshal, and fire marshal. These positions either did not have one or used extras PD might have had. This enables staff to have protection and record of interactions with the community.	75800001-700450-ARPA4	NSO		70,869		70,869		COMPLETE
12	JAMAR Traffic Devices	Revenue Loss - Public Safety	Equipment to gather and analyze speeding and traffic data	75800001-700230-ARPA4	PD		8,808		8,808		COMPLETE
13	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.	75800001-700450-ARPA4	PD		36,300		36,300		COMPLETE
14	Radar Trailers	Revenue Loss - Public Safety	Speed trailer to prompt speeding drivers to slow down.	75800001-700884-ARPA4	PD		16,078		16,078		COMPLETE
15	Body Worn Cameras & System	Revenue Loss - Public Safety	Allows for a direct link to county DA to transfer evidence and case information electronically versus the burning DVDs and having to hand deliver to DA office. This will add great efficiency to the CID function as well as the Property and Evidence Tech time. The Michael Morton Act (MMA) of 2014 and now the Richard Miles Act forces the hand of police departments to quickly gather all sources of digital media and evidence in a case. What can be submited through this portal must be done. The current vendor Watchguard has not been able to get this done so again the CID function has had to burn all of their data to DVDs for storage and disclosure.	75800001-700884-ARPA4	PD		580,975		580,975		COMPLETE
16	Cellular Pump Stations	Water/Sewer Infrastructure	Replace 12 routers at pump stations for reliable communication back to SCADA system at Service Center	75800001-700232-ARPA4	UTILITIES		13,945		13,945		COMPLETE
17	AED Replacements	Revenue Loss - Public Safety	Replace AED (Automated External Defibrillator) units around city facilities.	75800001-700230-ARPA4	ALL		26,620		26,620		COMPLETE

ARPA PROJECTS (FUND 758) AT DECEMBER 31, 2023

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	PROJECT CODE	DEPT	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
18	Fitness Room Expansion	Revenue Loss	Expand the fitness room at the Recreation Center. It includes combining the fitness room with the room next door allowing for additional space and updated equipment to meet the needs of members and attract new members to the center.	75800001-700230-ARPA4	PARKS	205,000	-		-	-	Reallocate Funds to Fire Station
19	Dog Park	Revenue Loss	Install a dog park at Rotary Park. Also includes parking.	75800001-700450-ARPA4	PARKS	100,000	-		-	100,000	Request for proposals for design
20	Flock Cameras	Revenue Loss - Public Safety	Leveraging technology for Police staff. Helps police investigate crimes with capturing license plates and vehicle characteristics.	75800001-700230-ARPA4	PD	16,750	9,600		9,600	7,500	
21	Softwood Sewer Aerial Line Replacement	Water/Sewer Infrastructure	Replace sewer aerial line.	75800001-708102-ARPA4	UTILITIES	500,000	-		-	500,000	Partial funding with Utilities
22	IT equipment, cameras, network, backbone, VDI, Traffic Service Upgrades	Revenue Loss - Public Safety	Upgrade and relocate traffic operations servers to Service Center. Replace network fiber. Project cost to replace servers and network backbone, replace outdated network infrastructure, and virtual desktops started with Cares Act funds.	75800001-700232-ARPA4	IT	490,701	36,425	147,171	183,596	307,104	In Progress
23	IT ERP Re-implementations/Upgrades	Revenue Loss	Projected cost to implement remaining MUNIS applications, Energov (Inspections & Code) and EAM (Asset Management) for inventory and asset management. Cost includes training with MUNIS staff. Additionally once implemented it will reduce general fund expenditures paying for two systems. Projected cost for upgrade and training for MUNIS Financials and Human Capital (Personnel) modules	75800001-700232-ARPA4	IT	485,000	-		-	485,000	Reimplementation of Energov and Purchase of Court System approved - Purchase Order issued.
24	Library Programs	Digital Literacy	Digital Literacy and other library programs - instructor and projected advertisement and supply cost.	75800001-700442-ARPA3	LIBRARY	70,000	-		-	70,000	Library finalizing details
25	City Hall Lobby - Customer Service area	Revenue Loss	Convert City Hall lobby to a Customer Service front desk. Includes displays, desk, IT infrastructure to operate computer at the desk, and sun blocking panels.	75800001-700450-ARPA4	GG	50,000	36,718		36,718	44,126	Sun panels remaining, customer service lobby area
26	Fire Truck Blocking Apparatus	Revenue Loss - Public Safety	Duncanville share with Cedar Hill for blocking apparatus equipment. To be used for events and incidents requiring an apparatus to block traffic so other fire apparatuses can continued to be used.	75800001-700450-ARPA4	FIRE		-	88,651	88,651	-	COMPLETE
27	Emergency Generators/HVAC Replacements	Economic Response and Public Safety	HVAC replacements at Fieldhouse and 103 E. Wheatland Rd. Backup generators for City facilities. Replacement estimate for Fieldhouse HVAC is $800,000.	75800001-700884-ARPA2	PW	409,686	2,082	125,907	127,989	281,697	Fire Station Generator, 103 E. Wheatland Roof + HVAC replacement.
28	Outdoor Fitness Equipment	Revenue Loss	Outdoor fitness equipment at Armstrong Park and Quail Run	75800001-700884-ARPA4	PARKS	350,000	249,388		249,388	100,612	Earmarked for Quail Run Park
29	Fire Station 1 - Construction and IT	Revenue Loss - Public Safety	Complete construction of new Fire Station, with timing of Covid-19, supply shortages, escalated cost of construction and materials, cost to complete nearly doubled.	75800001-708102-ARPA4	FIRE	3,752,541	1,905,947	251,173	2,157,120	1,595,421	Construction estimated to be complete January 2024
30	EDC - Business Grants	Economic Response	Grants for eligible Duncanville businesses for expenses incurred and revenue loss during the COVID-19 pandemic. Businesse must apply and maximum grant per applicant is $15,000.	75800001-708503-ARPA1	EDC	700,000	421,287		421,287	-	Reallocated Remaining Funds to Fire Station
	TOTAL ONE TIME PROJECT BUDGET					**$7,129,678**	**5,512,742**	**612,902**	**$6,125,644**	**$3,491,460**	
										9,617,104	**Balance + Actual to Date**

STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
Present the Police Department's Quarterly Report.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Matt Stogner, Interim Chief of Police

BACKGROUND/HISTORY:
Police quarterly report.

POLICY EXPLANATION:
Police quarterly report.

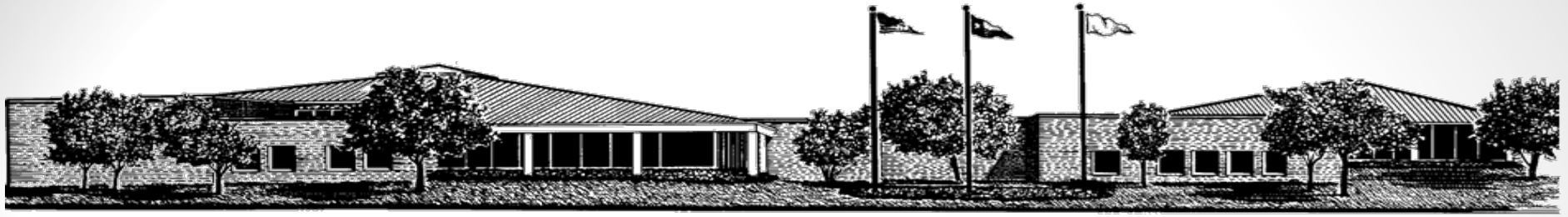
FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Receive quarterly report.
2. Do not receive quarterly report.
3. Other actions as directed by Council.

ATTACHMENTS:
Quarterly Report 2024



City of Duncanville

QUARTERLY REPORT
OCTOBER – DECEMBER 2023

FEBRUARY 20, 2024

MATTHEW STOGNER

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Staffing/Personnel

- Officers Ashley Garcia and Rocio Vazquez are in their 3rd Phase of Field Training. They are expected to complete their Training in January and will be assigned to a patrol shift.
- Officers Nathan Crosby and Alfredo Gomez are in their 2nd Phase of Field Training. They are expected to complete their Training in March and will be assigned to a patrol shift.
- A Civil Service Test was held on February 10, 2024. There are currently 9 vacant Police Officer Positions.





City of Duncanville

Staff Development

- During Quarterly Defensive Tactics Training, all Officers were introduced to a new Jiu-Jitsu-based system. This system was selected due to the de-escalation culture, sound decision-making, and the specific tactics deployed during an active assault.
- Detectives attended the annual TAVTI Conference, which enables them to stay abreast with the ever-changing dynamics associated with vehicle theft and related financial loss.
- The department held its annual firearms qualification. All officers successfully passed the qualifications.





City of Duncanville

Regional CARE Team Quarterly Activity

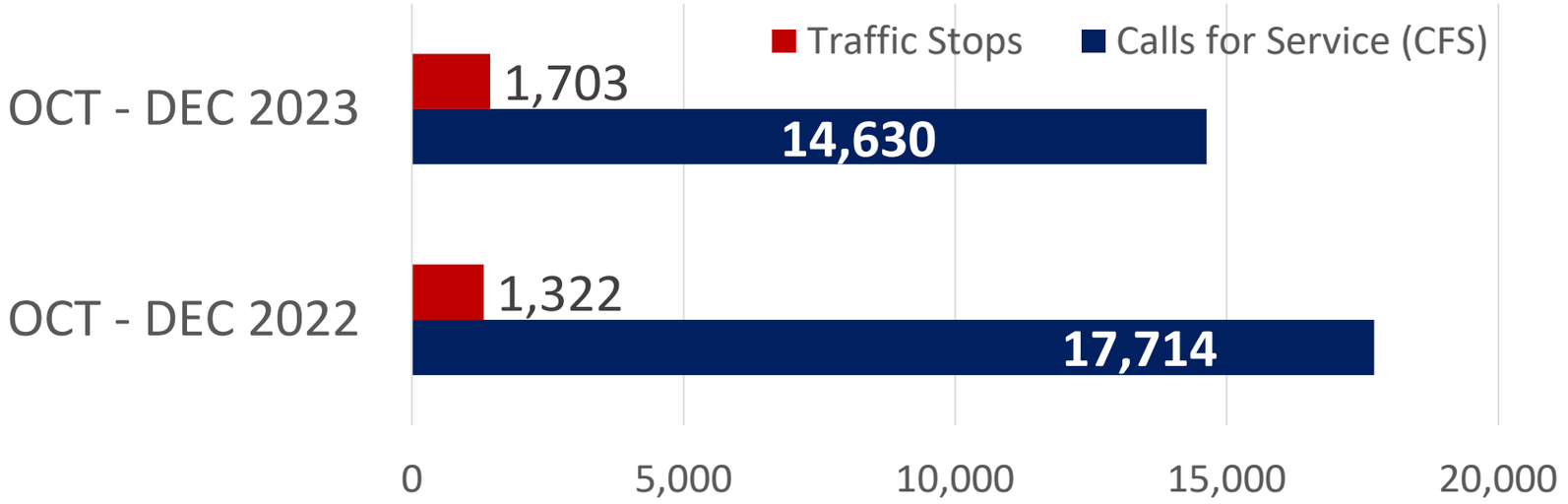
- Duncanville Officer Ambrosio Hernandez was selected for the Regional CARE Team in May 2022.
  - The CARE team is a regional response group that engages with individuals and their families experiencing behavioral health needs by providing prevention and follow-up support, education, and self-advocacy.
- October-December
  - 39 new clients
  - 6 voluntary assessments completed for Duncanville clients by social workers
  - 23 actively engaged clients
  - Partnered with The Living Room, a placement resource for individuals who have a mental health diagnosis. They have housed 4 individuals from Duncanville this quarter.

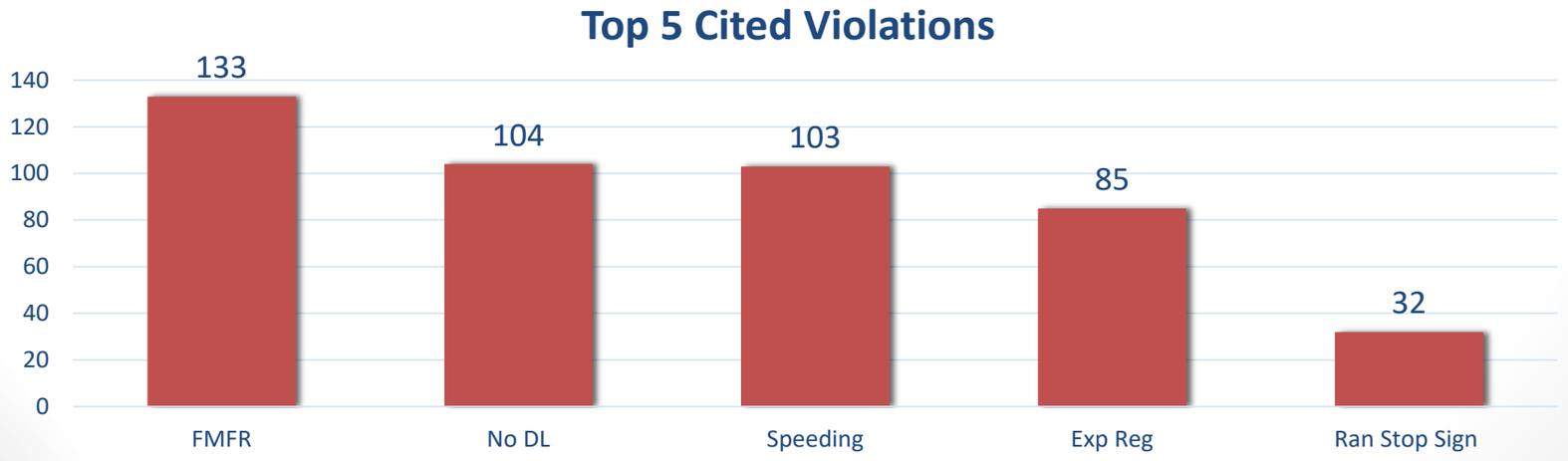


REGIONAL CARE TEAM

City of Duncanville

Patrol activity comparison at a glance



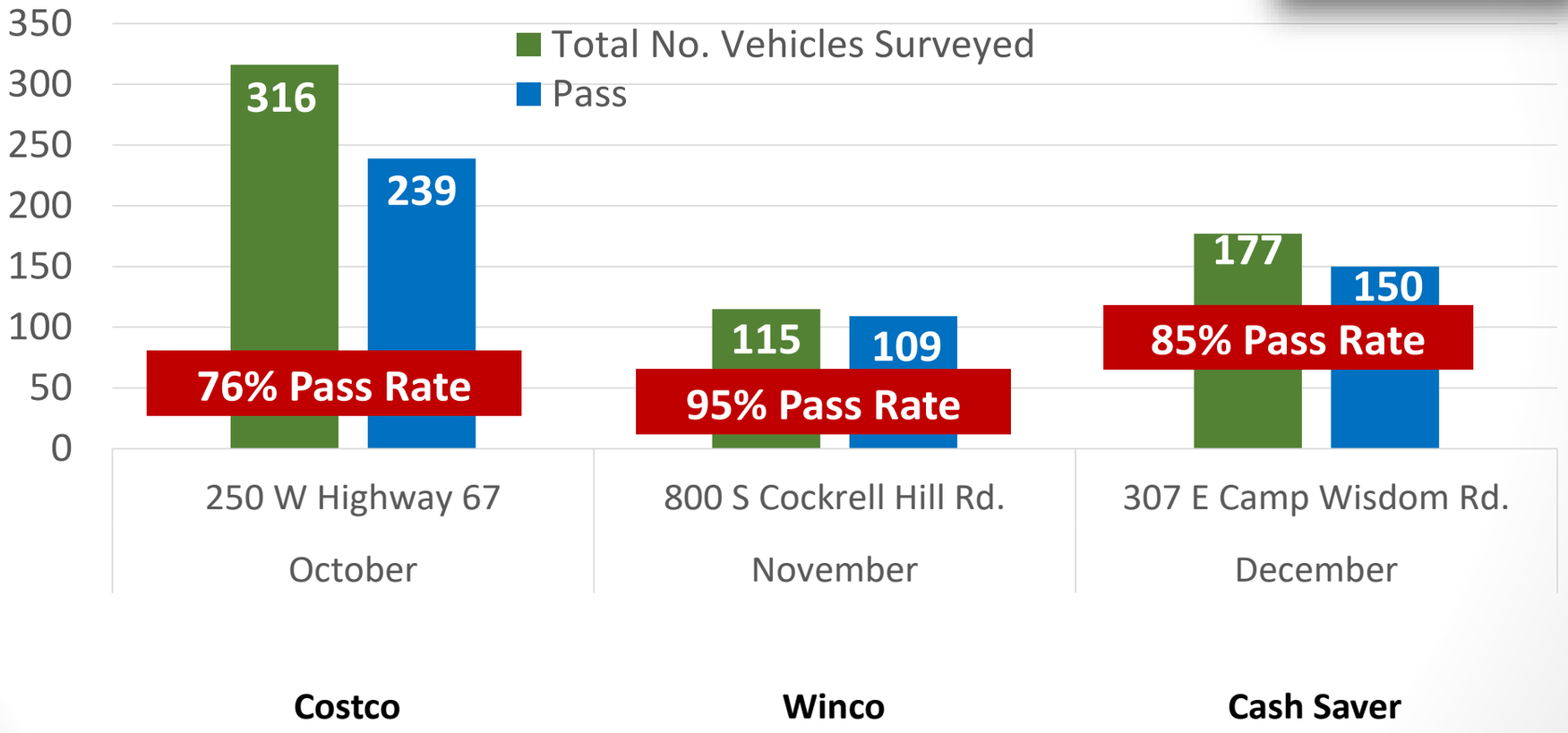


City of Duncanville

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Citizens on Patrol (COPs) BMV Report Card Surveys





City of Duncanville

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Department Activity

Number of Use of Force Incidents: 8

- 4 – Found to be lawful and within departmental policy
- 4 – Administrative review pending

Number of Vehicle Pursuits: 0

Number of Complaints: 4

- 1 – External complaint for Criminal Trespass, complaint was sustained
- 1 – External complaint for Failure to Investigate, open investigation
- 1 – External complaint for violating TCIC/NCIC policy, complaint was sustained
- 1 – Internal complaint for FMLA/Work Violation, complaint was sustained

Community Engagement

October 2023 – 15 Meetings with 3,071 Partnerships
November 2023 – 10 Meetings with 420 Partnerships
December 2023 – 11 Meetings with 2,562 Partnerships













City of Duncanville

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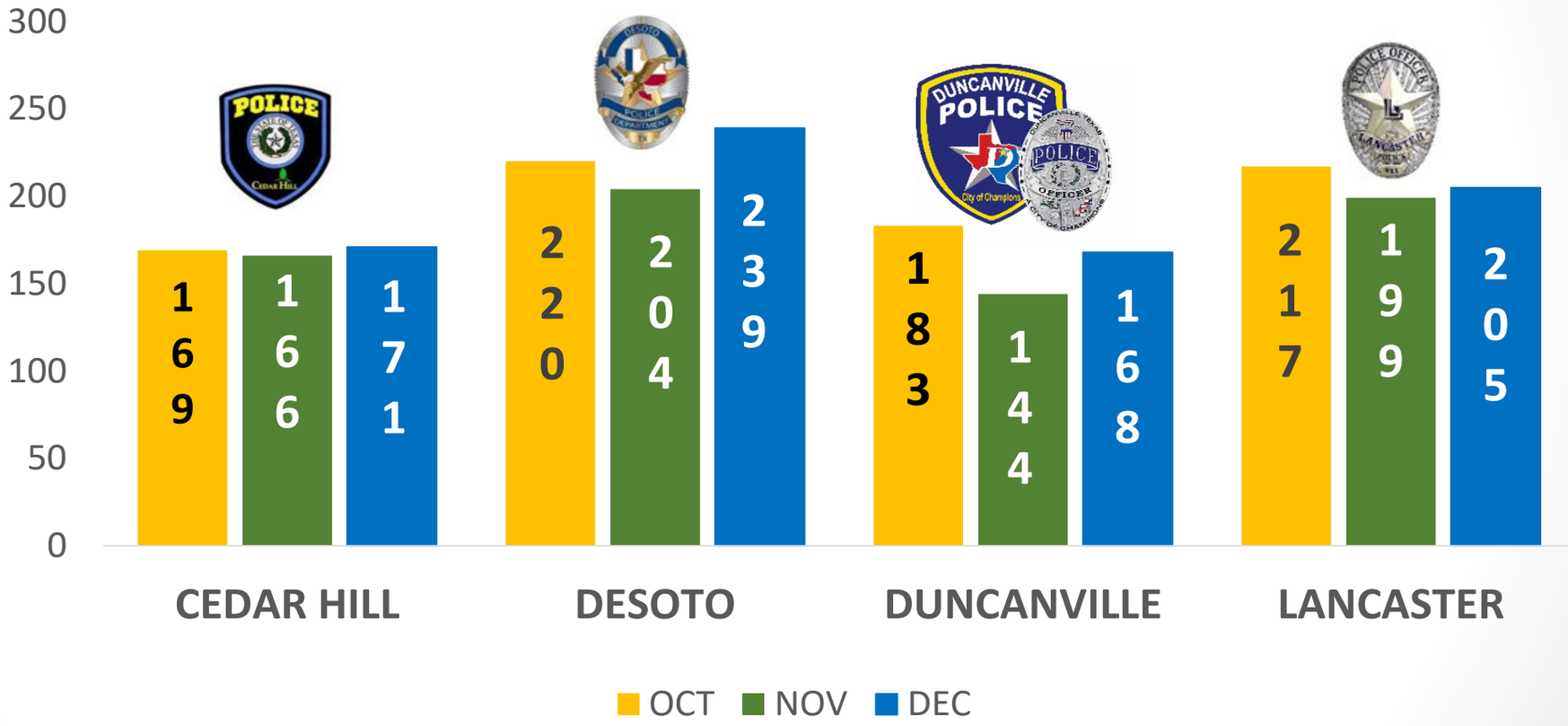
NIBRS Group A Offenses: Oct – Dec 2023

	Occurred	Unfounded	Actual	Cleared
09 - Homicide Offenses			0	
100 - Kidnapping/Abduction	1		1	1
11 - Sex Offenses	5		5	1
36 - Sex Offenses, Non-Forcible			0	
120 - Robbery	11		11	3
13A - Aggravated Assault	16		16	8
13B - Simple Assault	84		84	71
13C - Intimidation	6		6	3
200 - Arson			0	
210 - Extortion/Blackmail			0	
220 - Burglary/Breaking and Entering	25		25	2
23A - Pocket-picking	1		1	
23B - Purse-snatching	0		0	
23C - Shoplifting	30		30	11
23D - Theft From Building	14		14	
23E - Theft From Coin-Operated Machine or Device	1		1	
23F - Theft From Motor Vehicle	65		65	1
23G - Theft from Motor Vehicle Parts/Acccessories	11		11	
23H - All Other Larceny	25	1	24	4
240 - Motor Vehicle Theft	78	3	75	3
250 - Counterfeiting/Forgery	7		7	
26 - Fraud Offenses	22		22	4
270 - Embezzlement	6		6	
280 - Stolen Property Offenses			0	
290 - Destruction/Damage/Vandalism of Property	46	1	45	3
35 - Drug/Narcotic Offenses	36		36	27
370 - Pornography/Obscene Material			0	
39 - Gambling Offenses			0	
40 - Prostitution Offenses			0	
510 - Bribery			0	
520 - Weapon Laws Violations	17		17	10
64 - Human Trafficking			0	
720 - Animal Cruelty			0	
GRAND TOTAL	507	5	502	152

Crime statistics as of 01/05/2024

City of Duncanville

NIBRS Group A Offense Count Comparison



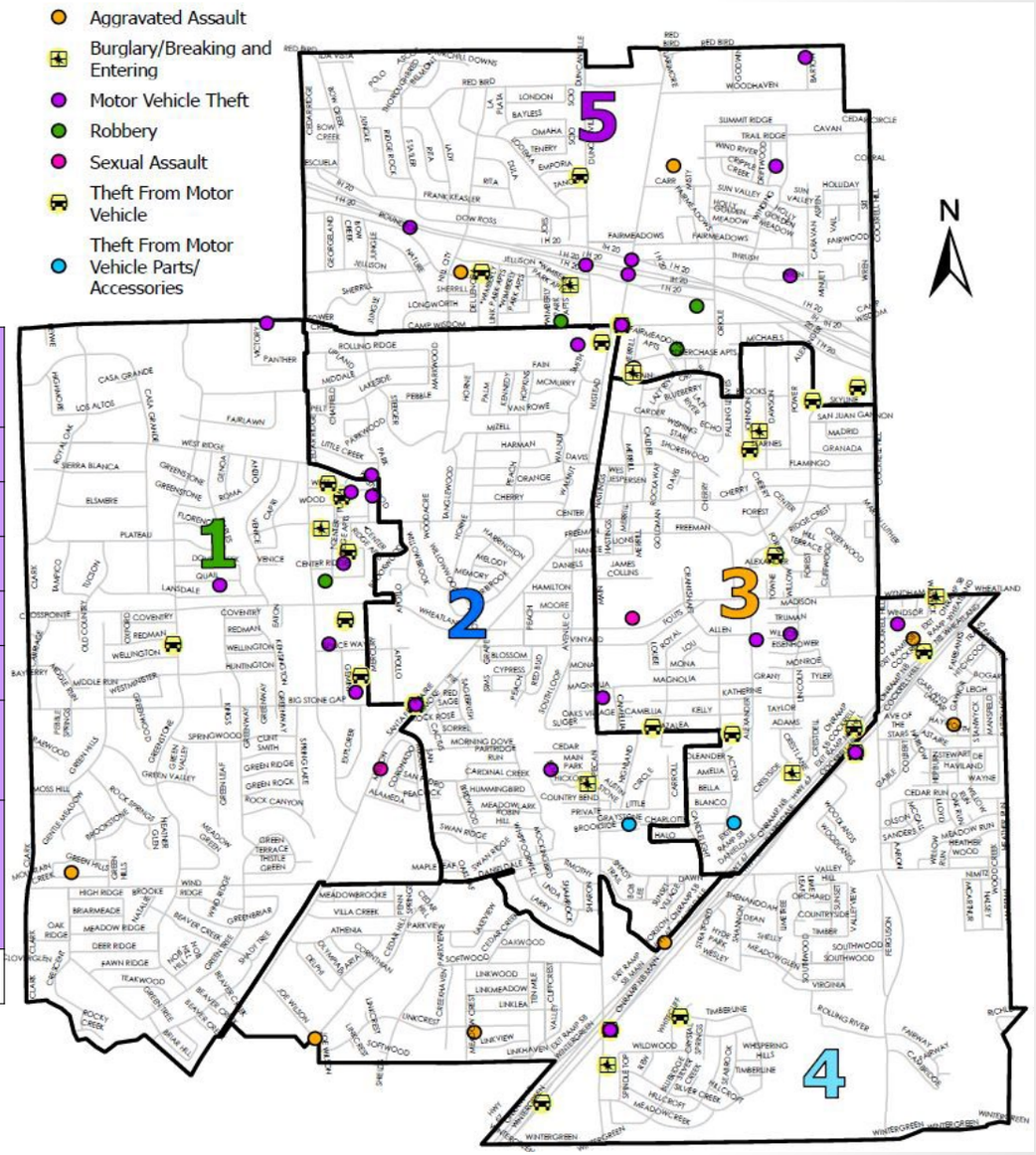
Data obtained from Texas DPS at https://txucr.nibrs.com/Report/CrimesIndex (January 24, 2024)

City of Duncanville

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October 2023 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	1	0	0	5	2
Burglary	1	1	2	2	2
Motor Vehicle Theft	7	5	3	4	11
Robbery	1	0	0	0	3
Sexual Assault	1	0	1	0	0
Theft from Motor Vehicle	6	3	6	5	7
Theft from Motor Vehicle Parts and Accessories	0	1	1	0	0
Total	**17**	**10**	**13**	**16**	**25**

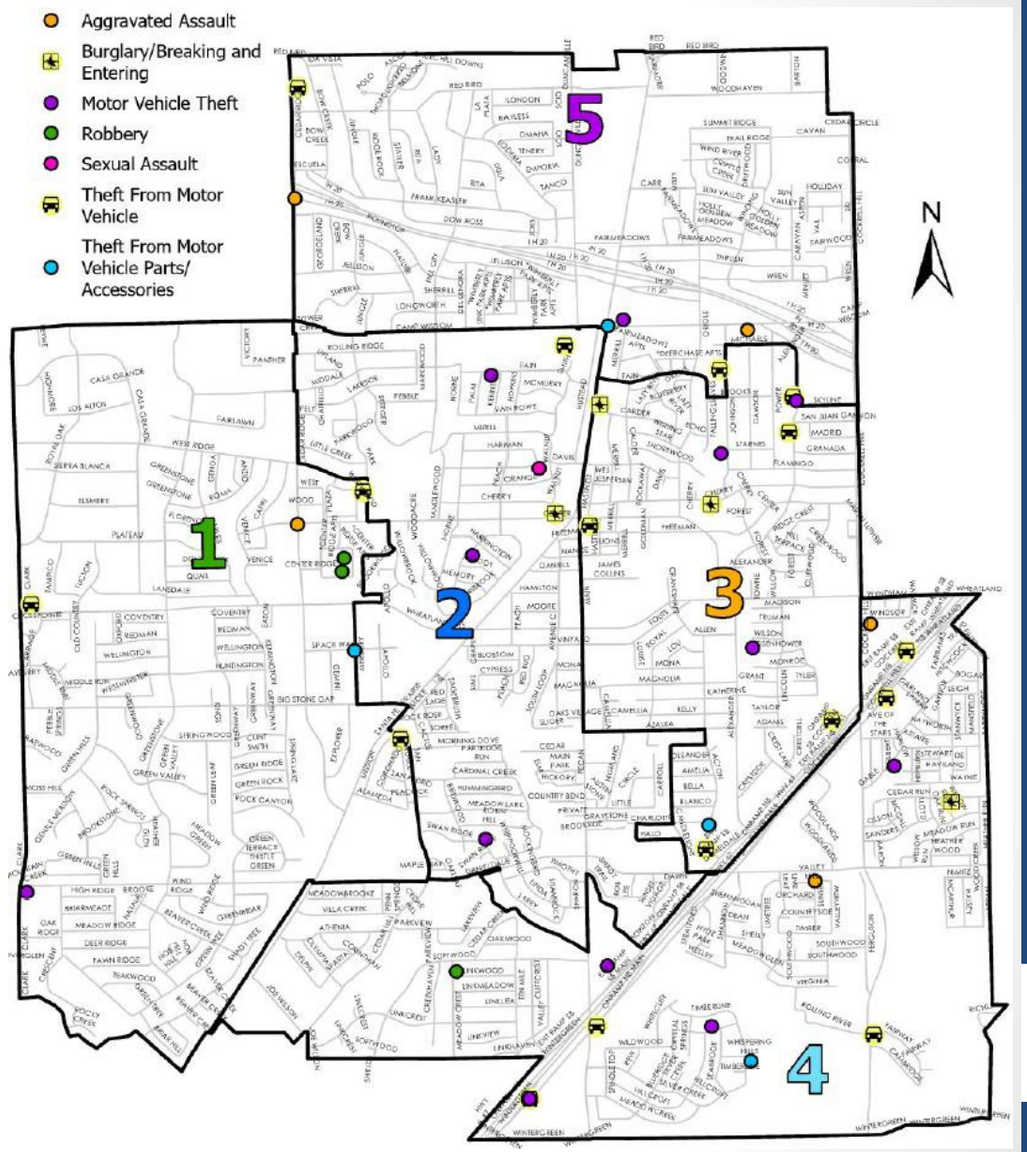


City of Duncanville

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November 2023 Major Crimes

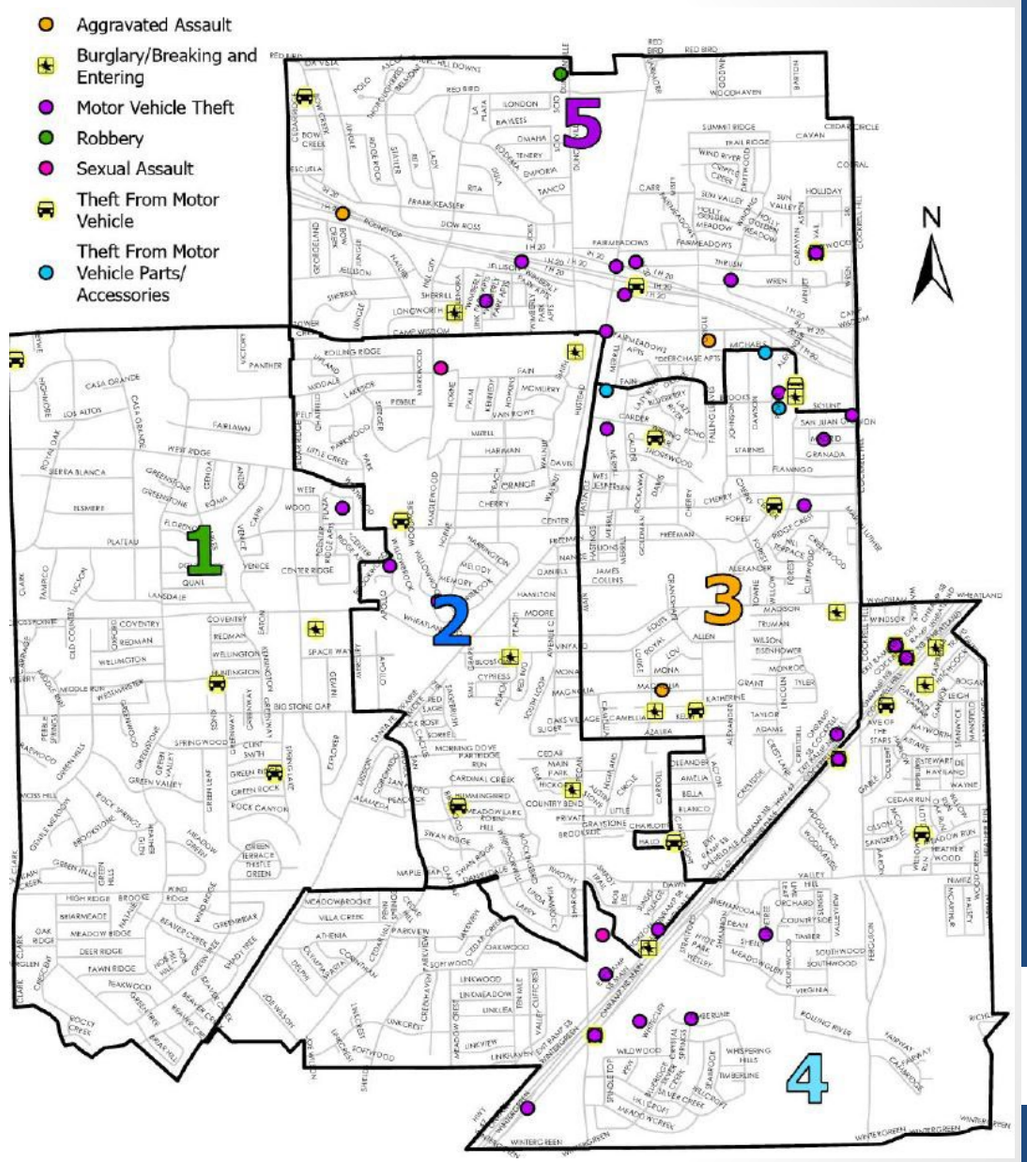
	District 1	District 2	District 3	District 4	District 5
Agg. Assault	1	0	0	2	2
Burglary	0	1	2	1	0
Motor Vehicle Theft	1	3	4	6	1
Robbery	2	0	0	1	0
Sexual Assault	0	1	0	0	0
Theft from Motor Vehicle	3	1	5	6	2
Theft from Motor Vehicle Parts and Accessories	1	0	1	2	1
Total	**8**	**6**	**12**	**18**	**6**



City of Duncanville

December 2023 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	0	0	1	0	2
Burglary	1	4	3	4	1
Motor Vehicle Theft	1	3	7	10	9
Robbery	2	0	0	0	2
Sexual Assault	0	1	0	1	0
Theft from Motor Vehicle	3	2	5	8	3
Theft from Motor Vehicle Parts and Accessories	0	0	2	0	2
Total	7	10	18	23	19



City of Duncanville

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Thank you

Any questions?



STAFF REPORT

MEETING: City Council - 20 Feb 2024

TITLE:
Receive the Fiscal Year 2023-2024 First Quarter Investment Report as of December 31, 2023.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Richard Jackson, Fiscal Services Managing Director
Denise Hickman, Controller

BACKGROUND/HISTORY:
The investment balance on September 30, 2023, was $76,712,612, with an ending balance in December 31, 2023 of $79,921,386. The portfolio increased by $3,208,774.

The LOGIC government investment pool's yield grew by 2 basis points (from 5.52% to 5.54%) during the period. As a reminder, 100 basis points equates to 1%. The interest rates are rising and creating opportunities to invest at higher rates. The LOGIC pool rates, as demonstrated on page 3 of the attached investment report, are higher than our earnings credit rate applied to the City's Wells Fargo account and the CD interest rates earned with a yield average of 5.66%.

The City's average rate of return increased to 5.26% during this period. All CDs and Money Market investments are fully secured at a minimum of 100% of principal by pledged collateral. Letters of Credit held by the Federal Home Loan Bank and FDIC insurance are currently at $250,000 per institution. Overall, Duncanville's investment interest earnings totaled $968,614 for the quarter ended December 31, 2023. Strategies to diversify and ladder the portfolio continue to be utilized as interest rates rise in the marketplace.

POLICY EXPLANATION:
PFIA (Public Funds Investment Act) recommends quarterly investment reports are provided to the governing body. This report will cover the Fiscal Year 2024's first quarter investment activity and

interest earnings. The City of Duncanville Investment Report will cover beginning and ending investment balances and summarize investment activity from October 2023 through December 2023. All investments must comply with the PFIA requirements and guidelines.

FUNDING SOURCE:

ORG and Object Number
n/a

Available Budget	**Purchase Amount**	**After Encumber**
n/a	n/a	n/a

ACTION ALTERNATIVES:
There is no City Council action required.

ATTACHMENTS:
FY2024 Q1 Investment Report

Duncanville
City of Champions

City of Duncanville, Texas

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

December 31, 2023

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Duncanville is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Agustin (Gus) Garcia, Managing Director of Development Services

Denise HIckman, Controller

Disclaimer: These reports were compiled using information provided by the City of Duncanville. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	September 30, 2023 Book Value	September 30, 2023 Market Value	December 31, 2023 Book Value	December 31, 2023 Market Value	Ave. Yield
DDA	$ 32,831	$ 32,831	$ 121,133	$ 121,133	0.00%
MMA/MMF/LGIPs	57,623,694	57,623,694	60,516,645	60,516,645	5.14%
CDs	19,056,087	19,056,087	19,283,609	19,283,609	5.66%
Totals	**$ 76,712,612**	**$ 76,712,612**	**$ 79,921,386**	**$ 79,921,386**	5.26%

Current Quarter Weighted Average Yield (1)	
Total Portfolio	5.26%
Rolling Three Month Treasury	5.53%
Rolling Six Month Treasury	5.49%
TexPool	5.37%

Fiscal Year-to-Date Weighted Average Yield (2)	
Total Portfolio	5.26%
Rolling Three Month Treasury	5.53%
Rolling Six Month Treasury	5.49%
Average Monthly TexPool	5.37%

Interest Earnings (Approximate)	
Quarterly Interest Income	$ 968,614
Year-to-date Interest Income	$ 968,614

(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees. The yield for the reporting month is used for bank and money market balances.

(2) **Fiscal Year-to-Date Weighted Average Yield -** calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Investment Holdings

December 31, 2023

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank DDA (3)		0.00%	01/01/24	12/31/23	$ 121,133	$ 121,133	1.00	$ 121,133	1	0.00%
Allspring Gov't MMF-WF Sweep Acc't (4)	AAA/Aaa	5.23%	01/01/24	12/31/23	25,733,872	25,733,872	1.00	25,733,872	1	5.23%
Origin Bank MMA		4.70%	01/01/24	12/31/23	1,045,405	1,045,405	1.00	1,045,405	1	4.70%
NexBank IntraFi MMA		5.60%	01/01/24	12/31/23	25,154,252	25,154,252	1.00	25,154,252	1	5.60%
Prosperity Bank MMA		3.04%	01/01/24	12/31/23	6,737,175	6,737,175	1.00	6,737,175	1	3.04%
TexPool	AAAm	5.37%	01/01/24	12/31/23	5,378	5,378	1.00	5,378	1	5.37%
LOGIC LGIP	AAAm	5.54%	01/01/24	12/31/23	1,840,562	1,840,562	1.00	1,840,562	1	5.54%
East West Bank CD		5.80%	01/02/24	10/02/23	5,122,404	5,122,404	100.00	5,122,404	2	5.97%
East West Bank CD		5.86%	01/16/24	10/13/23	1,052,596	1,052,596	100.00	1,052,596	16	6.03%
Texas Capital Bank CD		4.85%	01/17/24	01/13/23	1,568,066	1,568,066	100.00	1,568,066	17	4.85%
East West Bank CD		5.73%	03/28/24	09/28/23	5,281,173	5,281,173	100.00	5,281,173	88	5.90%
Harmony Bank CD		3.94%	04/07/24	04/07/23	511,457	511,457	100.00	511,457	98	3.94%
East West Bank CD		4.96%	04/15/24	04/13/23	524,231	524,231	100.00	524,231	106	5.08%
Texas Capital Bank CD		4.87%	04/17/24	01/13/23	2,091,137	2,091,137	100.00	2,091,137	108	4.87%
East West Bank CD		5.77%	04/18/24	10/18/23	1,011,926	1,011,926	100.00	1,011,926	109	5.94%
East West Bank CD		5.74%	05/06/24	11/06/23	2,120,617	2,120,617	100.00	2,120,617	127	5.90%
					$ 79,921,386	**$ 79,921,386**		**$ 79,921,386**	**16**	**5.26%**
									(1)	**(2)**

(1) Weighted average life - For purposes of calculating weighted average life, bank accounts and money market funds are assumed to have an one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts and money market funds.

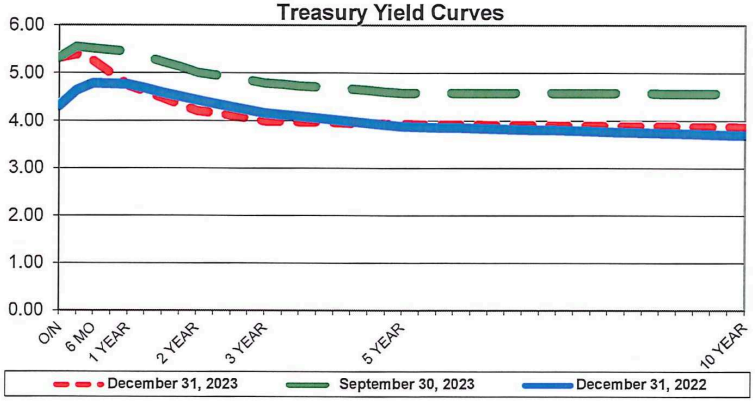
(3) Earnings Credit Rate - Wells Fargo balances are used to to offset bank fees generating an estimated Earnings Credit Rate.

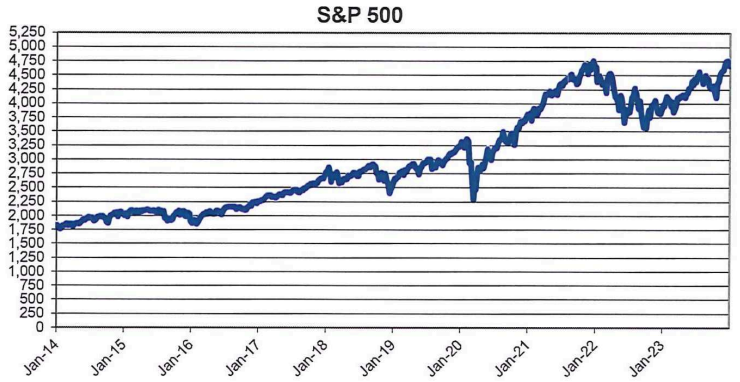
(4) Sweep MMF - Utilizes a SEC registered Allspring Global Money Market Mutual Fund focused on preserving capital and maintaining a high level of liquidity by actively managing a diversified portfolio of short-term U.S. government debt and repurchase agreements and seeks to maintain a stable net share value of $1.000.

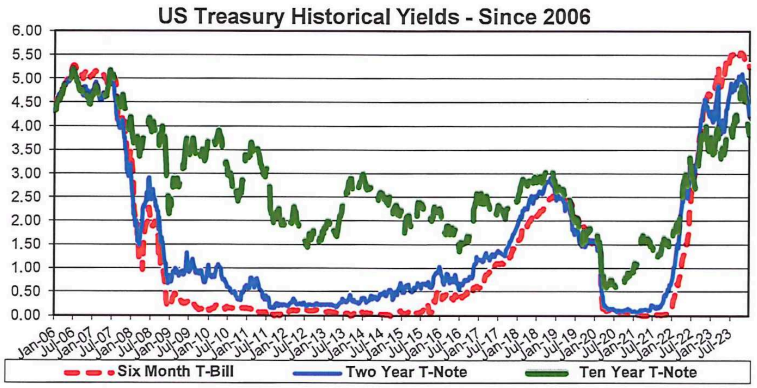
Economic Overview

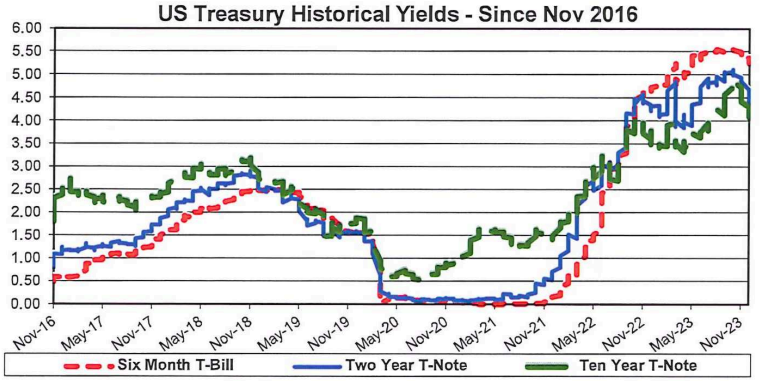
12/31/2023

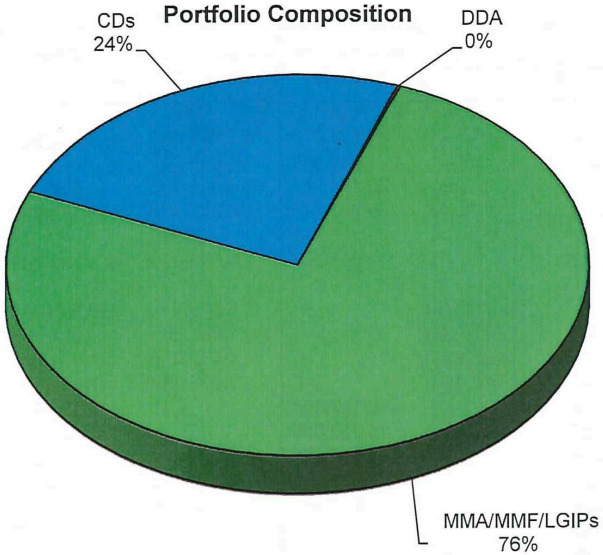
The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). Any additional actions, up or down, will be data-dependent. Final Third Quarter 2023 GDP revised downward to 4.9%, but still robust growth. December Non-Farm Payroll posted 216k new jobs (above the estimated 170k). The Three Month Rolling Average declined to 165k. The S&P 500 Stock Index reached a new peak trading over 4,770 (exceeding 4,766 in Dec 2021). The yield curve shifted lower anticipating future FOMC target reductions. Crude Oil stabilized at +/-$73 per barrel. Inflation continued to decline but still remained above the FOMC 2% target (Core PCE +/-3.2% and Core CPI +/-4.0%). Reduced global economic outlooks and ongoing/expanding military conflicts increase uncertainty.

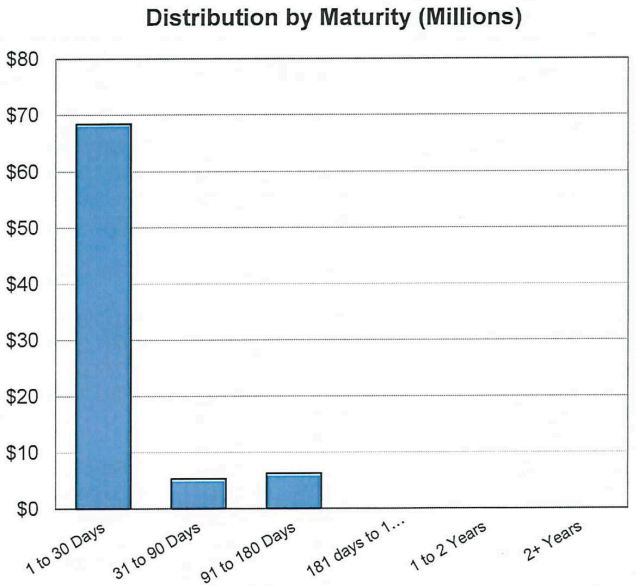


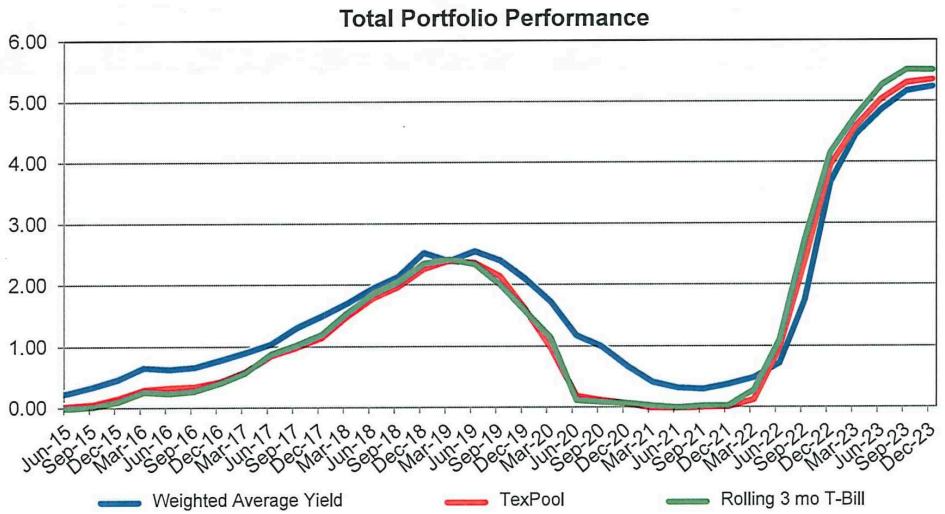







Portfolio Composition
CDs
24%
DDA
0%
MMA/MMF/LGIPs
76%


Distribution by Maturity (Millions)
$80
$70
$60
$50
$40
$30
$20
$10
$0
1 to 30 Days
31 to 90 Days
91 to 180 Days
181 days to 1...
1 to 2 Years
2+ Years


Total Portfolio Performance
6.00
5.00
4.00
3.00
2.00
1.00
0.00
Jun-15
Sep-15
Dec-15
Mar-16
Jun-16
Sep-16
Dec-16
Mar-17
Jun-17
Sep-17
Dec-17
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Mar-21
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Sep-21
Dec-21
Mar-22
Jun-22
Sep-22
Dec-22
Mar-23
Jun-23
Sep-23
Dec-23
Weighted Average Yield
TexPool
Rolling 3 mo T-Bill

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/23	Increases	Decreases	Book Value 12/31/23	Market Value 09/30/23	Change in Market Value	Market Value 12/31/23
Wells Fargo Bank DDA	0.00%	01/01/24	$ 32,831	$ 88,302	$ –	$ 121,133	$ 32,831	$ 88,302	$ 121,133
Allspring Gov't MMF-WF Sweep Acc't	5.23%	01/01/24	23,281,366	2,452,507	–	25,733,872	23,281,366	2,452,507	25,733,872
Origin Bank MMA	4.70%	01/01/24	1,033,377	12,028	–	1,045,405	1,033,377	12,028	1,045,405
NexBank IntraFi MMA	5.60%	01/01/24	24,802,095	352,157	–	25,154,252	24,802,095	352,157	25,154,252
Prosperity Bank MMA	3.04%	01/01/24	6,686,487	50,688	–	6,737,175	6,686,487	50,688	6,737,175
TexPool	5.37%	01/01/24	5,306	72	–	5,378	5,306	72	5,378
LOGIC LGIP	5.54%	01/01/24	1,815,064	25,499	–	1,840,562	1,815,064	25,499	1,840,562
East West Bank CD	5.85%	10/02/23	5,049,344	–	(5,049,344)	–	5,049,344	(5,049,344)	–
East West Bank CD	5.91%	10/13/23	1,037,205	–	(1,037,205)	–	1,037,205	(1,037,205)	–
Texas Capital Bank CD	4.83%	10/17/23	1,032,676	–	(1,032,676)	–	1,032,676	(1,032,676)	–
East West Bank CD	5.74%	11/06/23	2,092,139	–	(2,092,139)	–	2,092,139	(2,092,139)	–
East West Bank CD	5.97%	01/02/24	–	5,122,404	–	5,122,404	–	5,122,404	5,122,404
East West Bank CD	6.03%	01/16/24	–	1,052,596	–	1,052,596	–	1,052,596	1,052,596
Texas Capital Bank CD	4.85%	01/17/24	1,549,221	18,845	–	1,568,066	1,549,221	18,845	1,568,066
East West Bank CD	5.90%	03/28/24	5,205,453	75,721	–	5,281,173	5,205,453	75,721	5,281,173
Harmony Bank CD	3.94%	04/07/24	506,428	5,029	–	511,457	506,428	5,029	511,457
East West Bank CD	5.08%	04/15/24	517,719	6,513	–	524,231	517,719	6,513	524,231
Texas Capital Bank CD	4.87%	04/17/24	2,065,903	25,235	–	2,091,137	2,065,903	25,235	2,091,137
East West Bank CD	5.94%	04/18/24	–	1,011,926	–	1,011,926	–	1,011,926	1,011,926
East West Bank CD	5.90%	05/06/24	–	2,120,617	–	2,120,617	–	2,120,617	2,120,617
TOTAL/AVERAGE	**5.26%**		**$ 76,712,612**	**$ 12,420,139**	**$ (9,211,364)**	**$ 79,921,386**	**$ 76,712,612**	**$ 3,208,775**	**$ 79,921,386**

Allocation
December 31, 2023

Book & Market Value

	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	$ 121,133	$ 121,133	$ –	$ –	$ –	$ –	$ –	$ –
Allspring Gov't MMF-WF Sweep Acc't	25,733,872	25,733,872	–	–	–	–	–	–
Origin Bank MMA	1,045,405	1,045,405	–	–	–	–	–	–
NexBank IntraFi MMA	25,154,252	16,761,736	–	–	–	–	–	8,392,516
Prosperity Bank MMA	6,737,175	1,556,638	4,661,660	518,877	–	–	–	–
TexPool LGIP	5,378	–	–	–	–	5,378	–	–
LOGIC LGIP	1,840,562	1,840,562	–	–	–	–	–	–
01/02/24–East West Bank CD	5,122,404	–	–	5,122,404	–	–	–	–
01/16/24–East West Bank CD	1,052,596	–	1,052,596	–	–	–	–	–
01/17/24–Texas Capital Bank CD	1,568,066	–	–	–	–	–	1,568,066	–
03/28/24–East West Bank CD	5,281,173	–	–	–	–	–	–	5,281,173
04/07/24–Harmony Bank CD	511,457	–	–	–	–	–	511,457	–
04/15/24–East West Bank CD	524,231	–	–	–	524,231	–	–	–
04/17/24–Texas Capital Bank CD	2,091,137	–	–	2,091,137	–	–	–	–
04/18/24–East West Bank CD	1,011,926	1,011,926	–	–	–	–	–	–
05/06/24–East West Bank CD	2,120,617	2,120,617	–	–	–	–	–	–
Total	**$ 79,921,386**	**$50,191,889**	**$ 5,714,256**	**$ 7,732,419**	**$ 524,231**	**$ 5,378**	**$ 2,079,523**	**$ 13,673,689**

Allocation
September 30, 2023

Book & Market Value

	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	$ 32,831	$ 32,831	$ –	$ –	$ –	$ –	$ –	$ –
Allspring Gov't MMF-WF Sweep Acc't	23,281,366	23,281,366	–	–	–	–	–	–
Origin Bank MMA	1,033,377	1,033,377	–	–	–	–	–	–
NexBank IntraFi MMA	24,802,095	16,527,073	–	–	–	–	–	8,275,021
Prosperity Bank MMA	6,686,487	1,544,926	4,626,587	514,973	–	–	–	–
TexPool LGIP	5,306	–	–	–	–	5,306	–	–
LOGIC LGIP	1,815,064	1,815,064	–	–	–	–	–	–
10/02/23–East West Bank CD	5,049,344	–	–	5,049,344	–	–	–	–
10/13/23–East West Bank CD	1,037,205	–	1,037,205	–	–	–	–	–
10/17/23–Texas Capital Bank CD	1,032,676	–	–	–	–	1,032,676	–	–
11/06/23–East West Bank CD	2,092,139	2,092,139	–	–	–	–	–	–
01/17/24–Texas Capital Bank CD	1,549,221	–	–	–	–	–	1,549,221	–
03/28/24–East West Bank CD	5,205,453	–	–	–	–	–	–	5,205,453
04/07/24–Harmony Bank CD	506,428	–	–	–	–	–	506,428	–
04/15/24–East West Bank CD	517,719	–	–	–	517,719	–	–	–
04/17/24–Texas Capital Bank CD	2,065,903	–	–	2,065,903	–	–	–	–
Total	**$ 76,712,612**	**$46,326,776**	**$ 5,663,793**	**$ 7,630,219**	**$ 517,719**	**$ 1,037,983**	**$ 2,055,649**	**$ 13,480,474**