HONDO

THIS IS GOD'S COUNTRY

REGULAR CITY COUNCIL MEETING
February 12, 2024 at 6:00 PM
City Council Chambers
1600 Avenue M, Hondo, TX

AGENDA

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held February 12, 2024 at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo. The following items will be discussed, to-wit:

The public may also access the meeting remotely through video/conference from your computer, tablet or smart phone at: https://boxcast.tv/channel/aetaajdf64jalxx20o9a

Persons may submit questions or comments for items on the agenda by email to: Rdolphus@hondo-tx.org. Questions or comments submitted by email must be received by the city at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting

1. Call to order.
2. Quorum check.
3. Invocation by J. Paul Bruhn-Hondo Methodist Church.
4. Pledge of Allegiance.
5. Citizens'/Public Comments: *Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) to on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.*

PRESENTATIONS

6. City Manager's Report.
7. Public Works Report.

CONSENT

8. Discuss and consider approving the minutes from January 22, 2024. (Stephanie Velasquez)

9. Discuss and consider Resolution Number 421-24 of the City of Hondo, Texas providing Notice of General Election for the City Council Members Place 1 and Place 2; to be held jointly with Hondo Independent School District on May 4, 2024. Establishing early voting location and polling place for the election; authorizing the City Manager to enter a contract with Medina County Elections Administrator and making provisions for the conduct of the election. (Stephanie Velasquez)

10. Discuss and Consider authorizing the City Manager to execute a lease amendment with Corrigan Air Center. (Ryan Elder)

11. Discuss and consider approval of the Second Amended Chapter 11 Plan for Endo International PLC at the recommendation of the Official Committee of Opioid Claimants (Chris Hill & John Naron)

12. Discuss and Consider authorizing the City Manager to execute a License Agreement with H5 AG Services, LLC

13. Discuss and Consider making various Appointments to Boards and Commissions. (Mayor McAnelly)

OTHER BUSINESS

14. Discuss and Consider Proposed Splash Pad Development Project. (John Naron)

EXECUTIVE SESSION

15. Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

    Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations);Section 551.086 (Meeting concerning municipally owned utility-competitive matters);

a. Discussion and possible action regarding potential litigation with BG Interpool, Inc.

b. Discussion with City Manager regarding performance review.

c. Discussion with City Attorney regarding the affiliation between EDC and City of Hondo.

d. Discussion with City Attorney regarding legal service matters.

16. Discuss and consider appropriate action on items resulting from Executive Session.

17. Adjourn.

ATTEST:

Rebekah Dolphus
City Secretary

The City Council of the City of Hondo reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS
The City of Hondo City Council Meetings is available to all persons regardless of disability. If you require special assistance, contact the City Secretary forty-eight (48) hours prior to the meeting time at 830-426-3378.

THIS IS GOD'S COUNTRY

City Council Communication

Title: City Manager's Report.	
Date: February 12, 2024	***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:
None

STAFF CONTACTS:

Public Works Department
City Council Update
February 12, 2024

I. WWTP CDBG Clarifier repair update: (180 Day Contract)
   Mr. Gerardo Trevino, Owner
   RGV Industrial Machine Shop and Pumps, LLC.

II. Water Tower Lighting Project:
   Purchase order has been issued for the work to start.
   City will pay for installation of conduit and lights, while
   Hondo ISD will contribute for lockbox and timer.

MINUTES
CITY OF HONDO
REGULAR CITY COUNCIL MEETING
JANUARY 22, 2024 at 6:00 p.m.

1. Call the meeting to order.
   Mayor McAnelly called the meeting to order at 6:00 p.m.

2. Quorum check.
   Mayor John McAnelly, Council Member Brett Williams, Council Member Rachel Ramirez, Council Member John E. Villa, Council Member Bobby Vela, Mayor Pro Tem Jose "Porky" Ytuarte.

   ABSENT: None

   Staff Present: City Manager John Naron, City Attorney Richard Linder, Admin Assistant to City Manager Stephanie Velasquez, Human Resource Manager Michele Thacker, Director of Public Information and Recreation Jamie Kindred, Development Services Manager Uche Echeozo, Wastewater Superintendent Stephen Winters, IT Manager Josh Rodriguez, Chief of Police Justin Soza.

3. Invocation by Pastor Steve Peyton-New Fountain Methodist

4. Pledge of Allegiance.

5. Citizens'/Public Comments: Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) to on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.

   Penny Soliz, a resident of 2106 18th Street, addressed the council regarding her chicken-keeping practices. She acknowledged that while the city ordinance permits a maximum of six chickens, she currently cares for approximately 20-22 birds. Soliz has engaged in discussions with the city manager, emphasizing the high standard of care and appropriate housing she provides for her chickens.
   Furthermore, Soliz highlighted her community contributions, noting that she generously donates eggs to the local food pantry. She also organizes bake sales to raise funds, assisting children who otherwise could not afford to attend church camp. Soliz emphasizes that these acts of kindness are

an integral part of her ministry, allowing her to give back to the community. Her commitment to providing eggs free of charge underlines her dedication to this cause.

Angel Hernandez, who resides at 1116 Ave K, addressed the council with a pressing concern about a local general contractor. She explained that he had previously sent letters to each council member, informing them of a legal judgment passed by Judge Haus against Lupe Salazar, operating as Salazar Cement.

Hernandez detailed the timeline of events, noting that despite giving Salazar a full year to rectify the damages caused, there was no effort made by Salazar to resolve the issue. Consequently, Hernandez was compelled to seek resolution through small claims court. In this legal proceeding, Judge Haus of Medina County Precinct 3 ruled in favor of Hernandez, issuing a $10,000 judgment against Salazar. Although Salazar initially made a partial payment of $400 via money order, there has been no further payment or communication since then.

Hernandez also expressed her astonishment upon discovering that Salazar is currently working on a project at the Medina County Annex building. He raised a significant concern to the council: how is it permissible for an individual with an outstanding legal judgment to be contracted for work on county property? This query reflects Hernandez's desire for accountability and adherence to legal and ethical standards in community dealings.

Florestella Gonzales, residing at 1002 Ave S, approached the council to express her concerns regarding the status of the Animal Advisory Board. She noted her awareness that the board was scheduled to hold meetings quarterly each year. However, Gonzales shared her observation that there seems to have been a lack of any such meetings for almost a year, to her knowledge.

Gonzales pointed out that while the mayor is known to appoint members to various boards, there has been no recent information or updates regarding appointments or activities of the Animal Advisory Board. This lack of communication has led to her concern about the board's current status. She questioned whether the board has been dissolved or is still active.

Gonzales emphasized the importance and value of the Animal Advisory Board, expressing her hope that it continues to function. Her concern reflects a desire for transparency and continuity in the board's operations, which she believes play a vital role in the community.

Presentations

6. City Managers Report. (John Naron)

   City Manager John Naron recently shared an update with the council, reflecting on his engaging experiences and upcoming initiatives in the community.

Naron began by expressing his enthusiasm about participating in the recent leadership luncheon hosted by the chamber. He highlighted the event's focus on collaboration and positivity, emphasizing the importance of working in unison with various entities like the Economic Development Corporation (EDC), the chamber, and Medina County. Naron shared his personal philosophy of maintaining a positive outlook, a trait he encourages among all employees and council members, advocating for a culture that consistently speaks highly of their town.

He also provided an update on his meeting with the EDC, where he discussed the trunk line expansion project. The EDC has committed $1 million to this initiative, which has been met with positive feedback, especially given the significant amount of economic development activity in the area.

Naron then turned to the topic of planning and zoning. He informed the council of an upcoming meeting, the first in a long while, aimed at reviewing the current board members and their willingness to continue serving. This information will be relayed back to the mayor for any necessary arrangements.

Furthermore, Naron mentioned that permits for several businesses, including James Avery, and Boise Cascade, are progressing. He expressed particular excitement about Boise Cascade's upcoming pre-construction meeting, praising their commitment to building a structure that goes beyond the typical warehouse design, reflecting a sense of pride in their project.

Lastly, Naron touched on the positive developments at Hondo, noting the addition of more job opportunities in the community. He concluded by expressing his anticipation and excitement for the ongoing growth and improvements in the area.

7. Public Works Report. (Rene Saenz)

   None.

CONSENT

Council Member Williams motioned to approve consent agenda items 9, 10, and 11; seconded by Council Member Villa. The motion carried by the following vote: AYE: Williams, Vela, Ytuarte, Ramirez, Villa. NAY: None. ABSTAIN: None ABSENT: None

Council Member Vela motioned to approve consent agenda item 8 with corrections; seconded by Council Member Ramirez. The motion carried by vote: AYE: Williams, Vela, Ytuarte, Ramirez, Villa. NAY: None. ABSTAIN: None ABSENT: None

Item Number 12 was pulled from consent agenda.

8. Discuss and consider approving the minutes from January 8, 2024. (Stephanie Velasquez)

9. Discuss and consider Ordinance repealing City of Hondo Ordinance 1196-04-19 Juvenile Curfew. (Chief Soza)

10. Discuss and consider Ordinance of the City of Hondo, Texas amending Appendix A, "Fee Schedule" of the Code of Ordinances of the City of Hondo, Texas by amending pertinent sections to reflect current fees, increased fees, deleted fees, and new fees; providing a repeater clause; providing severability and setting an effective date. (John Naron and Chris Hill)

11. Discuss and consider Resolution No. 420-24, for the Governor Criminal Justice Division grant application 'K-9 Patrol Unit'. (Chief Soza)

12. Discuss and consider 2024/25 Holiday Calendar. (Michele Thacker)

OTHER BUSINESS

13. Discuss and consider the purchase of Animal Control Items. (Chief Soza)

    Chief Soza approached the council to request authorization for the purchase of essential equipment for the Animal Control unit, detailing the funding strategy and the need for these acquisitions.

    Soza proposed the purchase of a custom truck bed from Jones Trailers for $8,825. This specialized unit, unique to Jones Trailers, is intended for integration into the newly acquired Animal Control truck from the previous budget. Additionally, he sought approval to buy a Ford Maverick from Cecil Ford, priced at $25,133 plus fees. This vehicle is earmarked to replace the outdated Animal Control vehicles currently in use.

    The chief explained the logistical plan for these purchases. The existing removable dog box in the current Animal Control truck will be transferred to the new Maverick, negating the need for an additional dog box. This efficient use of resources aligns with the department's goal to maximize functionality while minimizing expenses.

    The funding for these acquisitions, Soza clarified, would come from the tax notes issued in 2022. Initially, $55,000 was allocated for police radios and $23,000 for a speed trailer. However, both items were covered by grants, leaving those funds available. The previous interim city manager, Mr. Herrera, authorized $37,359 for the current Animal Control truck, leaving a balance of $40,641. This remaining amount is sufficient to cover the costs of the Maverick and the custom truck bed.

Chief Soza's presentation underscored the department's commitment to resourceful financial management and the enhancement of the Animal Control unit's capabilities.

City Manager John Naron informed the Council about trying out the Ford Maverick, a smaller and more affordable truck option priced around $25,000. He mentioned that with the rising costs of larger trucks, the Maverick could be a cost-effective alternative for city use, especially since it won’t be needed for heavy hauling tasks.

Council Member Vela motioned to approve item number 13; seconded by Council Member Ytuarte. The motion carried by vote: AYE: Williams, Vela, Ytuarte, Ramirez, Villa. NAY: None. ABSTAIN: None ABSENT: None

14. Discuss and Update on the Fiber Optic Project Progress, Including Incident Damage Requiring City of Hondo’s Assistance.

City Manager John Naron addressed the council with an update on the ongoing Rise Broadband project and its impacts on local utility services. In his presentation, John highlighted that over the last week, the city has experienced a notable increase in utility disturbances, with 20 sewer line hits and 18 water line hits. He pointed out the significance of these figures in the context of the broadband project's progress and its impact on the city's infrastructure.

A particularly noteworthy incident occurred close to John's own residence, at Avenue G and 30th Street, where a six-inch water main was hit. This incident not only underlines the extent of the infrastructure challenges faced but also brings to light the close-to-home impact of such developments. In response to this situation, the Sewer and Water Department showcased exemplary efficiency and teamwork. Their quick and adept handling of the situation led to the rapid repair of the damaged water main, thereby preventing any major service disruptions, especially in residential areas.

Council Member Villa addressed City Manager John with an inquiry regarding the recent utility incidents. He posed a clarifying question, seeking to understand the distribution of responsibility for the 20 reported incidents. Specifically, he asked, "John, out of these 20 incidents, could you clarify how many were attributable to the city's actions, and how many were a result of the company's operations?"

Wastewater Superintendent Stephen Winters provided a detailed response to Council Member Villa's inquiry regarding the utility incidents. He clarified that only about five of the 20 reported incidents were marked hits, indicating clear responsibility. The remaining incidents involved unknown locations, presenting a challenge in determining accountability. Winters explained that when the wastewater crew is dispatched to investigate, they often face difficulty in pinpointing the exact locations of sewer laterals running from each residence. The crew attempts to identify these lines by locating the stack on top, but this is not always a straightforward process. This response highlighted the complexities involved in managing the city's underground utility infrastructure and the efforts made by the water department to address these challenges.

City Manager John Naron addressed the council with an assurance regarding the data on the utility incidents. He acknowledged that the current information on marked and unmarked hits was not complete. However, he committed to providing a comprehensive report shortly. Naron explained that the necessary data needed to be compiled from iWorQ, the city's infrastructure management system. He expressed confidence that once this data was aggregated and analyzed, it would enable them to provide accurate estimates and a clearer understanding of the situation. This commitment from the City Manager highlighted the city's dedication to transparency and thoroughness in addressing the council's inquiries and managing the city's infrastructure challenges.

Councilman Ytuarte directed a question to Wastewater Superintendent Stephen Winters, expressing concern about the recent utility incident data. He referenced a list, noting that out of 19 incidents recorded eight were not marked. His inquiry sought clarification on the reasons behind these unmarked incidents. He posed several possibilities, such as whether these unmarked locations were absent from the city's maps, or if it was due to the inability to visually identify cleanouts or meters. Councilman Ytuarte's question highlighted the need for understanding the specifics of why certain incidents weren't marked, which is crucial for improving the city's infrastructure management and response strategies.

Wastewater Superintendent Stephen Winters responded to Councilman Ytuarte's question with a focus on the wastewater aspect of the utility incidents. He explained that for the incidents identified as 'not marked,' their approach involved examining the stack on the house and searching the ground for a cleanout as part of their investigation process. Despite these efforts, Winters candidly admitted that in some cases, they had to rely on their best guess due to the absence of clear indicators. He acknowledged that, regrettably, the precise location of the sewer lateral was unknown in these instances. This response from Winters highlighted the challenges faced by the wastewater team in accurately identifying and addressing the locations of underground infrastructure, especially when clear markers or indicators were not present.

Councilman Villa voiced concerns about the cost of the repairs, highlighting the need to avoid unnecessary spending of taxpayer money on issues caused by the company involved. He stressed the importance of financial prudence and accountability in managing these situations.

Councilman Williams echoed Councilman Villa's sentiments, agreeing on the importance of the company taking financial responsibility for the damages caused. He emphasized that regardless of whether the damage was marked or unmarked, the company should bear the cost, especially if it led to property damage. Drawing a personal analogy, he stated that if he were to cause similar damage, he would feel a sense of responsibility to cover the costs incurred. His stance highlighted a strong position on corporate accountability and the ethical responsibility to rectify damages caused by company operations.

City Attorney Richard Lindner intervened in the discussion, addressing the mayor and council members. He suggested that if they wished to explore legal options regarding the utility damage and repair responsibilities, it would be prudent to discuss these matters in an executive session. Lindner's recommendation was aimed at ensuring that any legal considerations, strategies, or sensitive information were discussed in a confidential setting, away from public scrutiny, to maintain the integrity of the legal process and the council's decision-making.

Mayor McAnelly responded thoughtfully to City Attorney Richard Lindner's suggestion, acknowledging the potential need for a legal discussion in the future. She concurred that exploring legal options might be necessary eventually, but emphasized the current focus on gathering more comprehensive reports. Mayor McAnelly highlighted the importance of continuing to receive updates from Mr. Naron and Mr. Winters, particularly regarding the tracking of expenses related to the utility works. She expressed confidence in their ability to keep detailed records of the mounting costs, ensuring that this information would be readily available if and when the council decides to delve into legal considerations. Her response demonstrated a balanced approach, prioritizing thorough information gathering while keeping the option open for future legal discussions.

Callie, representing Rise Broadband, addressed the council with a comprehensive update and offered her assistance regarding the ongoing broadband project. She oversees the project across various towns, including the area extending to Cuero. Callie informed the council that the projected completion date for the project is the end of April, acknowledging this as an ideal target.

She expressed her understanding of the strain the project has placed on both the city's resources and its citizens. Callie emphasized that while they are moving swiftly to complete the work across multiple towns, they are acutely aware of the impact on the community. She stressed that addressing these concerns and making things right is a top priority for the company.

Further, Callie mentioned her recent discussion with the city manager, focusing on how she could help alleviate citizen complaints, a task she has successfully undertaken in other towns. Recognizing the council's role as the voice of the community, she expressed her appreciation for their efforts in listening to and addressing citizens' concerns.

Concluding her address, Callie offered to respond to any questions or concerns the council might have, demonstrating her commitment to open communication and collaboration in resolving any issues arising from the broadband project.

Mayor McAnelly posed a question to Callie from Rise Broadband regarding the next phase of the broadband installation. The Mayor inquired about the method of cabling from the main lines to individual houses, specifically asking whether this part of the project would also involve underground installation. The Mayor expressed a concern about the potential for further disruption, given the challenges already faced with the current phase of the project. This question aimed to clarify the future steps of the project and assess the likelihood of additional impacts on the community and city infrastructure.

Callie responded to Mayor McAnelly's concerns, explaining that the next phase of cabling to individual houses will be significantly less disruptive compared to the current work. She clarified that this stage involves hand trenching, which is much less invasive than the boring and drilling activities they've been conducting so far. Callie emphasized that this approach should minimize the impact on the community and the city's infrastructure.

Additionally, she pointed out that the decision to opt for the service rests entirely with the citizens. While advocating for the service as a valuable asset for community progress, Callie acknowledged the importance of giving residents the choice to decide if they want to avail of it. Her response indicated a commitment to both progressing with the essential infrastructure work and respecting the preferences and concerns of the community.

Councilman Williams acknowledged the benefits of the broadband project, comparing it to the historical significance of bringing power to rural areas. However, he voiced a strong complaint regarding the project's execution, particularly concerning the environmental and community impact during adverse weather conditions.

He pointed out that the continuous work during wet weather had led to ruts being made in the grass and mud being dragged onto the streets, which he identified as a violation of SW3P regulations. Councilman Williams expressed frustration over the lack of immediate cleanup and the visible mess in his neighborhood and around Hondo.

Emphasizing the need for greater respect and consideration for the town, he expressed concern about the damage to grass and landscaping caused by the project's operations. Beyond the issue of hitting utility lines, his main grievance centered on the need for proper restoration of the affected areas.

Concluding his statement, Councilman Williams directly questioned the commitment of Rise Broadband to return and rectify these landscape damages, seeking assurance that the company would take responsibility for the restoration of the community's environment impacted by their work.

In her response, Callie from Rise Broadband acknowledged the concerns raised by Councilman Williams, while also highlighting the positive outcomes of their projects in other towns. She cited Stockdale as a prime example where initial challenges were effectively managed, leading to a satisfactory resolution for the community.

Callie emphasized that in Stockdale, and similar towns, once construction was completed, complaints subsided as everything was restored to its original state. She admitted that there were growing pains initially, but through careful coordination and respect for local resources, they were able to leave the town excited and satisfied with the service.

Reiterating her commitment, Callie assured the council that repairing and restoring any damage caused during the construction process is a top priority for Rise Broadband. She shared a personal connection with the town of Hondo, mentioning that her family resides there, which makes the impact of the project more personal to her.

Callie expressed gratitude towards the Public Utilities director for their responsiveness, despite the challenges and occasional miscommunications. She appreciated the city manager's efforts in facilitating effective communication between the city and the contractors.

Concluding her response, Callie emphasized her commitment to respecting the town and its resources. She expressed willingness to address any feelings of being overwhelmed, either by the council or the town staff, ensuring that moving forward, the focus would be on respectful and efficient progress.

Councilman Ytuarte addressed Callie from Rise Broadband with several critical concerns about the conduct and safety practices of her crews. He emphasized the need for immediate action on these issues.

Firstly, he highlighted a significant safety concern, citing an instance where crews were working without managing traffic or showing concern for safety during a busy time with heavy 18-wheeler and school rush hour traffic. He stressed the lack of consideration for the safety of both the citizens and the crew members themselves.

Secondly, Councilman Ytuarte brought up the issue of the speed of the company's vehicles on city streets. He recounted an incident where a vehicle, moving too fast, missed a turn and reversed into a Dodge Charger, causing damage. He pointed out that this wasn't an isolated incident and expressed concern over the potential for more serious accidents, given that many of the vehicles are transporting large equipment.

Lastly, he addressed the problem of crews dumping slush on private properties, including a specific incident where it was dumped near a funeral home during a service, showing a lack of compassion and respect for the community and its residents.

Councilman Ytuarte stressed that these issues reflect poorly on Rise Broadband and Callie as its representative. He urged her to take these concerns seriously, not just because of the public and televised nature of the meeting but because they are critical to the community's safety and well-being. He called for her to provide answers and solutions to the city manager and to satisfactorily address the community’s inquiries and concerns.

Callie responded with an assurance of her commitment to the community and its well-being. She empathized with the concerns raised, drawing from her own experience of living in a small town. She emphasized that Rise Broadband aims to contribute positively to the community's growth and not to cause any issues, especially regarding safety.

Callie assured the council that she would take personal responsibility to address these issues. She vowed to communicate the council's concerns not only to the executive team at Rise Broadband but also directly to the workers involved. Her response reflected a dedication to ensuring that the company's operations align with the highest standards of safety and community respect.

The mayor and council expressed their gratitude to Callie for attending the meeting and addressing their concerns. The mayor summarized the key takeaways from the discussion, noting the projected end date of the project as the end of April. The mayor also emphasized the expectation that, upon completion, the project should leave the community looking good and restored.

Additionally, the mayor provided clarifications for the benefit of those listening to the meeting. She reiterated the color coding system for utility markings, explaining that green is typically used for sewer lines and orange for communication lines.

Finally, in the absence of the public works director, the mayor reminded citizens to be vigilant about potential sewer problems as work continues in their areas. She advised residents to remove their cleanout caps and to contact the city if they experience any issues. This would allow the creation of a work order and enable the city to respond effectively. This guidance underscored the council's commitment to proactive and responsive management of the utility works and their potential impact on the community.

EXECUTIVE SESSION

15. Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations); Section 551.086 (Meeting concerning municipally owned utility-competitive matters);

    a. Review and Consider Lease Agreement for the Range Project.

    b. Review and Consideration of Payment Request from Withum Consulting.

The City Council and the City of Hondo convened into regular session at 6:44 p.m.

16. Discuss and consider appropriate action on items resulting from Executive Session.

The City Council of the City of Hondo reconvened out of regular session at 7:30 p.m.

No action taken.

17. Adjourn (7:30 p.m.)

Council Member Villa made motion to adjourn: seconded by Council Member Vela. The motion carried by the following vote: AYE: Villa, Ramirez, Williams, Vela, Ytuarte. NAY: None. ABSTAIN: None. ABSENT: None.

PASSED AND APPROVED THIS 12th DAY OF FEBRUARY 2024

____
JOHN McANELLY, JR., MAYOR

ATTEST:

____
Stephanie Velasquez, Acting City Secretary

HONDO

THIS IS GOD'S COUNTRY

City Council Communication

Title: Discuss and consider Resolution Number 421-24 of the City of Hondo, Texas providing Notice of General Election for the City Council Members Place 1 and Place 2; to be held jointly with Hondo Independent School District on May 4, 2024. Establishing early voting location and polling place for the election; authorizing the City Manager to enter a contract with Medina County Elections Administrator and making provisions for the conduct of the election. (Stephanie Velasquez)	
Date: February 12, 2024	***From:*** Stephanie Velasquez, Administrative Assistant to the City Manager

INFORMATION:

This resolution is to call for the May 4, 2024 Election and set the location and polling place for the election. The city of Hondo and Hondo Independent School District contract each year with the Medina County Election Office to hold its elections.

FINANCIAL IMPACT:

The estimated cost of the May 4, 2024 election is $8,093.25. This amount was budgeted for the fiscal year.

STAFF RECOMMENDATION:

Staff recommends the approval of Resolution No. 421-24 a resolution of the City of Hondo, Texas providing General Election for City of Council Members Place 1 and Place 2; to be held jointly with Hondo Independent School District on May 4, 2024. Establishing early voting location and polling place for election; authorizing the City Manager to enter into a contract with Medina County Elections Administrator and making provisions for the election.

MOTION:

Motion to approve Resolution No. 421-24 a resolution of the City of Hondo, Texas providing notice of General Election for City of Council Members Place 1 and Place 2; to be held jointly with Hondo Independent School District on May 4, 2024. Establishing early voting location and polling place for election; authorizing the City Manager to enter into a contract with Medina County Elections Administrator and making provisions for the election.

ATTACHMENTS:

1. RESOLUTION - May 2024 Election Order - Copy
2. City of Hondo - May 4, 2024 Joint City-School General Elections Contract

STAFF CONTACTS:

Mayor McAnelly
Stephanie Velasquez, Assistant to City Manager
svelasquez@hondo-tx.org
Rebekah Dolphus, City Secretary
rdolphus@hondo-tx.org

RESOLUTION NO. 421-24

A RESOLUTION OF THE CITY OF HONDO, TEXAS PROVIDING NOTICE OF GENERAL ELECTION FOR CITY COUNCIL MEMBERS PLACE 1 AND PLACE 2; TO BE HELD JOINTLY WITH HONDO INDEPENDENT SCHOOL DISTRICT ON MAY 4, 2024. ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MEDINA COUNTY ELECTIONS ADMINISTRATOR AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

ORDER AND NOTICE OF GENERAL ELECTION

THE STATE OF TEXAS)(
THE COUNTY OF MEDINA)(
THE CITY OF HONDO)(

WHEREAS, Section 26.042 of the Texas Local Government Code and Section 5.01 of the Hondo City Charter, provide that the governing body of the municipality may set the date of election for municipal officers in accordance with applicable provisions of the Election Code, and

WHEREAS, Section 3.001 of the Election Code requires that the governing body of the municipality issue an order for each general election in the manner prescribed in Chapter 3 of the Election Code (the “Election Order”); and

WHEREAS, Section 3.006 of the Election Code requires that the Election Order establish the election procedures and designate the voting place for the election; and

WHEREAS, the election will be held jointly with Hondo Independent School District pursuant to Section 271.002(a) of the Texas Election Code; and

WHEREAS, Medina County and both entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions;.

ELECTION ORDER

The **CITY COUNCIL** of the City of Hondo, pursuant to Section 3.005 of the Texas Election Code and by Article V of the Hondo City Charter as amended, do hereby order an election to be held in the City of Hondo, Texas on the 4th day of May, 2024, such day being the first Saturday in May, for the purpose of electing the following officers of the City of Hondo, Texas:

CITY COUNCIL MEMBER, PLACE 1, AT LARGE, (THREE-YEAR TERM)

CITY COUNCIL MEMBER, PLACE 2, AT LARGE (THREE-YEAR TERM)

That all independent candidates for the above-mentioned offices file their application to become a candidate with the City Secretary, 1600 Avenue M, Hondo, Texas, not later than 5:00 p.m., Friday, February 16, 2024; and that all of said applications shall contain all of the information prescribed by the Secretary of State.

That the order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing to be conducted by the City Secretary at 2:00 p.m., on Friday, February 23, 2024 at Hondo City Hall Council Chambers, 1600 Avenue M, Hondo, Texas, as provided by Section 52.094 of the Texas Election Code.

That the election be held jointly with Hondo Independent School District on May 4 , 2023, pursuant to Chapter 271 of the Texas Election Code. That the City Council of the City of Hondo and Hondo Independent School District will consolidate Election Day voting to one polling place, being:

That the election be conducted by Medina County and held jointly with Hondo Independent School District on May 4, 2023, pursuant to Chapter 271 of the Texas Election Code. That the City Council of the City of Hondo and Hondo Independent School District will consolidate Election Day voting to one polling place, being:

Joint Election Voting Polling Place

Medina County Elections Office
1300 Avenue M
Hondo, Texas 78861

The polls for said election shall be open from 7:00 a.m. to 7:00 p.m. Direct recording electronic voting machines shall be used for voting at the foregoing election polling place and direct recording electronic voting machines shall be used for counting the direct recording electronic voted ballots at said election in compliance with state and federal laws.

The City Council hereby appoints one Presiding Judge to hold said General City Election and for the Early Voting Ballot Board. The presiding judge is authorized to appoint one alternate judge and two clerks. The alternate judge shall serve as presiding judge in the event that the regularly appointed presiding judge is unable to serve. The alternate judge shall be appointed by the presiding judge to serve as one of the clerks in the event that the election is conducted by the regularly appointed presiding judge. Election judge shall receive the sum of fourteen dollars ($14.00) per hour, the alternate judge shall receive thirteen dollars ($13.00) per hour and clerks shall receive the sum of twelve ($12.00) per hour for services and training necessary to conduct this election.

Early voting by personal appearance shall be conducted in accordance with Election Code Section 85.001at the MEDINA COUNTY ELECTIONS OFFICE, 1300 Avenue M, Hondo, Texas, for at least eight hours each weekday of the early voting period that is not a legal state holiday and during the hours that the City Secretary’s business office is regularly open for business, from 8:00 a.m. until 5:00 p.m. and for at least 12 hours on two weekdays if the early voting period consists of six or more days. Therefore, early voting by personal appearance shall be conducted from Monday, April 22, 2024 through Tuesday, April 30, 2024 for at least eight hours each weekday.

Applications for ballot by mail shall be submitted to:
Mail: Medina County Elections Office
1300 Avenue M

Hondo, Texas 78861
Fax: 830-741-6007
Email: lupe.torres@medinacountytexas.org

Applications must be received no later than 5:00 p.m. Tuesday, April 23, 2024.

The City Secretary is hereby authorized and instructed to procure and furnish all necessary election supplies to conduct said election. The Council appoints the City Secretary as the Custodian of Records ("Custodian") and agent to the Council to perform the duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period ending not earlier than the twenty-second (22nd) month after the Election. The Office of the City Secretary shall perform all duties normally performed in general elections with respect to early voting, giving notice of the election and preparing the official ballots.

The returns of said election shall be made in accordance with the Texas Election Code and may be canvassed by the City Council on May 06, 2024 in accordance with the Texas Election Code.

ELECTION NOTICE

Notice of the Election, stating in substance the contents of this Order, shall be published one time in the English and Spanish languages, in a newspaper published within the City's territory at least 10 days and no more than 30 days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board used by the City to post notices of the City's meetings no later than the 21st day before the Election.

The City Secretary shall serve a duly certified copy of this Election Order and Notice upon the Presiding Judge not later than the seventh day after the signing of this Election Order and Notice of General City Election or the 15th day before the General City Election, whichever is later.

The City Manager is authorized to enter into a contract with Medina County Elections Administrator to conduct the election ordered herein and committing to pay the fee charged by the Medina County Elections Administrator for such services. The City Manager is furthermore authorized to enter into a contract for the conduct of a joint election, if necessary, with Hondo Independent School District.

Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this Order be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this Order, but in all respects said remaining portion shall be and remain in full force and effect.

PASSED AND APPROVED by the City Council of the City of Hondo this 12th day of January, 2024.

JOHN MCANELLY., MAYOR

ATTEST:

City Secretary

Medina County Elections Department
1300 Ave. M, Room 108
Hondo, Texas 78861
830-741-6009

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT, hereinafter referred to as the contract, is made by and between the City of Hondo, hereinafter referred as the City, acting by an through, Rebekah Dolphus/Stephanie Velasquez, City Administrator/City Secretary, and Medina County, hereinafter referred to as the County, acting by and through Lupe C. Torres, acting in the capacity of County Elections Administrator and duly authorized agent of Medina County, Texas, hereinafter referred to as County Elections Administrator, collectively and referred to as the parties, pursuant to the authority of Section 3 1.092 (a) of the Texas Election Code and Chapter 791 of the Texas Government Code, for the conduct and supervision of the City of Hondo 2024 Joint General Election.

THIS CONTRACT is entered into for the purpose of providing efficient use of public resources and for the benefits of the voters of the City, and the County. This contract is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

1. DUTIES AND SERVICES OF THE COUNTY ELECTIONS ADMINISTRATOR

The County Elections Administrator agrees to coordinate, supervise and handle all aspects in administering the City Election outlined in this Contract.

The County Elections Administrator in connection with the holding and supervision of said Election shall assume the following responsibilities:

1.1 Arrange for notifications, including writ of Election, training and compensation for all presiding election judges and alternate judges.

The County Elections Administrator shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks or other election workers authorized to work at each voting location. The County Elections Administrator shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments.

Election Judges and/or the alternate judges shall be responsible for supervising their clerks and the County Elections Administrator shall ensure their training for such supervisory duties.

The County Elections Administrator shall ensure that the election judges are provided with all required training and election supplies and materials at the time and place determined by the County Elections Administrator.

1.2 Arrange for the use and compensation of polling locations as set out in Attachment A.

1.3 Pay cost of election judges and clerks: Each election judge will receive $14.00; Alternate Judge $13.50 and clerk(s) will receive $13.00 per hour plus overtime. Each election judge or designated clerk will receive an additional $25.00 for delivery of election returns and supplies to the County Elections Administrator after the polls close, if the polling place is located anywhere other than the Elections Department. Elections judges and clerks will receive their normal hourly rate for attending the election school operated by the County Elections Administrator.

1.4 Procure, prepare, proof and distribute sample ballots and ballots, including Responsibility for all ballot programming required for an electronic voting equipment, as well as provide all lists, forms, name tags, posture, and signage described in Chapters 51, 61, and 62 and Subchapter B of Chapter 66 of the Texas Election Code.

1.5 Procure, prepare, and distribute election judge kits from any third-party vendor, if applicable.

1.6 Prepare the list of registered voter and any copies to be use in conducting the election at no cost.

1.7 Provide and publish all required legal notices of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.

1.8 Supervise and conduct early voting by mail and personal appearance, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed in Attachment A.

1.9 Receive mail ballot applications on behalf of the City. The County Elections Administrator or designee shall process all applications for mail ballots in accordance with Title 7 of the Texas Election Code. Persons voting by mail will send their marked ballots to the office of the County Elections Administrator. All requests for early voting ballots by mail that are received by the City will be sent by the entity on the day of the receipt to the office of the County Elections Administrator for processing.

1.10 Secure and maintain all Early Voting ballots (those cast by mail and those cast by personally appearance) and deliver to the Early Voting Ballot Board all Early Voting ballots for counting in accordance with Chapter 87 of the Election Code.

1.11 Establish and operate the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code. The County and the City agree that the County Elections Administrator is hereby appointed as the custodian of voted ballots and shall preserve the ballots in accordance with Chapter 66 of the Election Code and other applicable law.

1.12 Supervise the handing and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.

1.13 Prepare the unofficial tabulation report after all precincts that have been counted, and provide a copy of the report to the City agent as soon as possible after all returns have tabulated. The City will be responsible for the official canvass of the election.

1.14 Provide at no cost for the storage of election records as provided by law.

1.15 Provide at no cost, copies of all invoices received by the County Elections Department for payment of services or supplies of which the City is to reimburse the County Elections Department. The County Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting location for the election. The City shall not be liable to any third parties for any default by the county in connection with holding the election, including failure by the County or its County Elections Department to pay for services, supplies and voting locations for this election.

11. DUTIES AND SERVICES OF CITY OF HONDO.

The City, in connection with the holding and supervision of the said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

2.1 Prepare election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.

2.2 Post and publish election notices in accordance with the applicable law. Final notices will be published and posted no later than the 60th day before Election Day.

2.3 Receive and process all candidate applications in accordance with Section 141.031 et seq. of the Texas Election Code. Deliver to the County Election Administrator as soon as possible the official working, as well as translation for City that is to be printed on the ballot with the exact forms, candidate order, wording and spelling that is to be used.

2.4 Payment of all amounts due to the County under the terms and conditions of this Contract. Pay an additional actual costs incurred by the County Elections Department if a recount for the election is required, or the election is contested in any manner.

111. PAYMENT FOR SERVICES

3.1 As required by Texas Election Code Section 31.100, the estimated allocated cost for the services set out herein is attached hereto as Attachment B and incorporated for all purposes herein. After the date of the City election and completion of all duties required by the County Elections Administrator under this contract, the County Elections Administrator shall then compute the final statement for all services rendered, together with administrative fees, and bill the City. The City shall be responsible for paying this net amount within 60 days from the date of the billing.

3.2 It is agreed that pricing for the election will vary from year to year due to the following: dependent upon the positions up for election, projected number of voters, as well as services requested by the City to be performed by the County.

IV. TERMINATION

This contract will terminate after each election, and a new contract with updated information shall be agreed upon prior to each future election.

V. AMENDMENT AND SERVARABILITY

This contract, together with any referenced attachments, constitutes the entire agreement between the City and Medina County, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended supplemented, modified, or cancelled by a duly executed written statement of the undersigned authorities, or the authorized designees, as provided herein.

If any provisions of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provision of this Contract; and, the parties to the Contract shall perform their respective obligations under this Contract in accordance with the intent of the parties as expressed in the terms and conditions of this Contract.

VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION AND POLLING PLACES SET OUT IN ATTACHMENT A AND B

The Estimated Costs of Election attached to this Agreement as Attachment B may be modified as necessary, upon agreement entirely between Medina County and the City. Changes to polling locations, dates and times as set out in Attachment A, may be modified as necessary, upon agreement entirely between the County and the City. Signatures of the County Elections Administrator and the City Administrator of the written statement of agreed modifications to the Attachment A and/or Attachment B shall evidence such modification.

Administrator and the City Administrator of the written statement of agreed modifications to the Attachment A and/or Attachment B shall evidence such modification.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on the date first set forth below.

APPROVED THIS ___________ DAY OF ____________________, 2024.

BY:

____

Lupe C. Torres
Elections Administrator

____

Date

BY:

____

Rebekah Dolphus/Stephanie Velasquez
City of Hondo, City Secretary

____

Date

ATTACHMENT A

VOTING LOCATIONS AND TIME PERIODS

EARLY VOTING

Early Voting is scheduled for Monday April 22, 2024, through April 30, 2024.

TIME PERIOD

Monday, April 22, Tuesday, April 23, Wednesday, April 24, Thursday, April 25, Friday, April 26, 2024, Monday, April 29, and Tuesday, April 30, 2024. Early voting will take place from 8:00 AM — 5:00 PM.

Saturday, April 27, 2024, Early voting from 9:00 AM — 2:00 PM.

LOCATION

Names and addresses of Early Voting polling locations:

Medina County Courthouse Annex
1300 Ave. M, Room 110
Hondo, Texas 78861

Voting By Mail

Name and address of Early Voting Clerk responsible for requests for ballots by mail

Lupe C. Torres
Elections Administrator
1300 Ave. M, Room 108
Hondo, Texas 78861
lupe.torres@medinatx.org

Election Day Voting Locations, Date and Time

LOCATION

Medina County Courthouse Annex
1300 Ave. M, Room 110
Hondo, Texas 78861

DATE & HOURS

May 4, 2024 from 7:00 AM —7:00 PM

The estimated total cost for the City of Hondo will be **$8,093.25**

However, in the event that if Hondo Independent School District, cancels their election, the City of Hondo will be responsible for the total estimated amount of **$16,186.50**

Additionally, if both entities cancels their Election, the cost of the Administrative Fee (10%) will be incurred by both entities.

HONDO

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City Council Communication

Title: Discuss and Consider authorizing the City Manager to execute a lease amendment with Corrigan Air Center. (Ryan Elder)	
Date: February 12, 2024	***From:*** Ryan Elder, Director of Aviation

INFORMATION:

Corrigan Air Center wishes to extend their ground lease on Hangar MR-1 for an additional 17 years in exchange for approximately $425,000 in improvements to include; new roof and wall skin, electrical upgrades (lights & outlets), concrete floor cap, insulation & new hangar doors. Corrigan Air Center will have until April 1st, 2024 to supply Airport and City Staff with their Tenant Improvement Plans for approval, will be required to submit all plans and permits for review and approval, obtain a payment and performance bond for said improvements, and will have 12 months to complete all improvements for the lease amendment to be in full force, as described in the attached Amended Lease Agreement.

FINANCIAL IMPACT:

Fee Schedule attached as Appendix 3 to lease

STAFF RECOMMENDATION:

Staff recommends discussing and authorizing the execution of the lease amendment with Corrigan Air Center

MOTION:

Motion to approve the City Manager to execute Lease Amendment No. 2 with Corrigan Air Center

ATTACHMENTS:

1. Lease_Amendment_No2_Corrigan-Killian_1-11-2024-V2

STAFF CONTACTS:

Ryan Elder

AMENDMENT NO. 2
TO LEASE AGREEMENT
Between
CITY OF HONDO
And
CORRIGAN AIR CENTER, LLC
For
Pad #2 consisting of 0.671 acre of land and aircraft ramp

SOUTH TEXAS REGIONAL AIRPORT AT HONDO
HONDO, TEXAS

This Amendment No. 2 to the Lease Agreement is dated effective the____**day of ____________ 2024**, ("Effective Date") by and between the **CITY OF HONDO**, a Texas Municipal Corporation ("Lessor" or "the City"), as the owner of the South Texas Regional Airport at Hondo ("the Airport"), acting by and through its City Manager, and **CORRIGAN AIR CENTER, LLC** (assignee to Pebble Forrest, Inc.), located at 806 Vandenberg Rd. Hondo, Texas 78861 ("Lessee").

RECITALS

A. City and Lessee are committed to the proper operation, improvement, and continued development of the Airport.

B. City and Hondo Hangars, Inc. executed a lease agreement, dated April 15, 1992, for two aircraft pads totaling 13,736 s.f. at the Airport ("Lease Agreement" or "Master Lease").

C. On or about July 15, 1994, Hondo Hangars, Inc. sold a 90' x 125' hangar that it had developed and located on the property included in the Lease Agreement. Coincident with the sale of the hangar to Pebble Forrest, Inc., Hondo Hangars, Inc. also assigned its leasehold interests under the Lease Agreement to Pebble Forrest, Inc.

D. On or about April 15, 2017, City and Pebble Forrest, Inc. executed Amendment No. 1 to Lease Agreement, thereby extending the Lease Agreement an additional and consecutive 15-year term to April 15, 2032 (the "Option Term").

E. On or about April 25, 2018, Pebble Forrest, Inc. assigned its leasehold interests under the Lease Agreement to Lessee.

F. Lessee now wishes to make additional improvements to the hangar located on the premises and that term of the Lease Agreement be extended for an additional and consecutive 17-year term, and will automatically expire on April 15, 2049.

G. City is agreeable to the 17-year extension of the term of the Lease Agreement provided that Lessee make the proposed improvements to the hangar located on the premises of the Lease.

NOW THEREFORE, for and in consideration of the terms, considerations, and privileges promised herein, City and Lessee covenant and agree as follows:

1. Lessee has proposed to make various improvements to the floors, insulation, roof, siding and hangar doors to the premises and as more particularly described in **Appendix 1** (the "Improvements").

2. Pursuant to Article 6 of the Lease Agreement, Lessee will undertake the Improvements under the terms and conditions of the Tenant Work Letter attached hereto as **Appendix 2** (the "Work Letter").

3. If Lessee completes the Improvement no later than twelve (12) months and in accordance with the terms and conditions of the Work Letter, then Article 1 of the Lease will be amended to provide that the term of the Lease Agreement is extended for an additional and consecutive 17-year term after the expiration of the Option Term (the "Extended Term"). The terms and conditions of the Lease Agreement will apply to the Extended Term, except as expressly amended herein.

4. If Lessee does not complete the Improvements by twelve (12) months, then the term of the Lease Agreement will terminate upon the expiration of the Extended Term.

5. This Amendment No. 2 will be effective upon the date indicated in the first paragraph. The rest and remainder of the Master Lease, as revised and appended herein is hereby affirmed and remains in full force and effect.

6. Article 2 of the Lease is revised and appended to reflect the fee schedule for the Option Term and as extended in this AmendmentNo. 2 term are described in **Appendix 3**.

LESSOR: **CITY OF HONDO** ______________________________ John Naron City Manager, City of Hondo	**LESSEE:** **CORRIGAN AIR CENTER, LLC** ______________________________ Michael Corrigan President

ATTEST: ____

CITY SECRETARY

APPENDIX 1
Tenant Improvements

Estimated Total Improvement Costs
$425,000

- **Concrete Floor Cap** – Install a 4”- 5” concrete cap on existing concrete floor with epoxy paint overlay.

- **Insulation** – Install ceiling and wall insulation throughout

- **Roof & Sidewall Sheet Metal** – Remove and replace all Roof and Sidewall sheet metal panels. Sidewall panels will be replaced with “Red” to match existing adjacent Hangars.

- **Lighting & Electrical** – Install sufficient amount of overhead LED bay lighting and appropriate amount of wall electrical outlets.

- **Hangar Door** – Existing manually operated rolling doors will be remove and replaced with electric/hydraulic operated door.

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APPENDIX 2
Tenant Work Letter

1. Tenant will complete and deliver to Landlord all improvements thereto (collectively, the **"Tenant Improvements"**) required under this **Appendix 2** according to the Tenant Improvement Plans (defined below) as agreed to herein and as shown on **Appendix 1** of this Lease. Tenant will bear the entire cost of the Tenant Improvements, including, without limitation, all architectural and engineering fees associated with the preparation of Tenant's plans and any changes thereto, labor, material and equipment costs, permit fees and overhead.

2. The Tenant Improvements (attached to this Lease on **Appendix 1**) have been approved by Landlord and Tenant. On or before April 1st, 2024, Tenant will submit to Landlord construction drawings and specifications (the **"Tenant Improvement Plans"**) for all Tenant Improvements. Within 10 days after Landlord's receipt of the Tenant Improvement Plans, Landlord will submit to Tenant in writing any requested changes, and Tenant and Landlord will work together in good faith to agree upon final Tenant Improvement Plans.

3. At Tenant's sole cost and expense, Tenant shall receive all necessary approvals required prior to the commencement of Tenant Improvements ("Commencement Date"), including but not limited to, Texas Department of Transportation ("TxDOT"), US Federal Aviation Administration ("FAA"), state, and local permits.

4. Tenant will procure payment and performance bonds for all of the construction work to be done on the premises and provide proof of same to Landlord who must be named as a co-obligee prior to commencing construction activities. Tenant must submit and maintain the payment and performance bonds in accordance with applicable state and local laws.

5. The term **"Substantially Completed"** means that a permanent occupancy permit required for lawful occupancy of the Premises has been issued by the City of Hondo and that the Tenant Improvements have been completed except for such minor, insubstantial details of construction, decoration or mechanical adjustments as would not materially interfere with the use of the Building for the Permitted Use and Tenant's right to lawfully use and occupy the Premises for the conduct of its business operations therefrom.

6. At either party's request made within ten (10) days prior to, or within ten (10) days following, the date the Tenant Improvements are Substantially Completed and Tenant has provided written notification of the same to Landlord, representatives of Tenant and Landlord will, within a reasonable time frame, meet at the Premises to confirm that the Tenant Improvements have been completed by Tenant, and to establish a list of mutually agreed upon "punch list" items with respect to such Tenant Improvements which still need to be completed and/or corrected by Tenant. Tenant agrees to complete and/or correct such punch list items within ten (10) days following the creation of the punch list by the parties.

7. In addition to the insurance required under Article 9 of the Lease, Tenant shall require its contractor(s) obtain and keep in force at all times during the construction of the improvements

under this Lease Amendment (a) workers' compensation insurance (with a waiver of subrogation endorsement reasonably acceptable to Landlord); (b) commercial general liability insurance on the most current ISO Form CG 00 01 or equivalent, to cover liability arising from occurrences on or about the premises and acts of Tenant Parties on or about the premises, without modification to the separation of insureds provision, with limits of not less than $1,000,000 per occurrence, plus umbrella coverage of at least $2,000,000 per occurrence; (c) business automobile liability insurance with limits of not less than $1,000,000 per occurrence; and (d) such other insurance as Landlord may reasonably require.

Such policies will (A) name Landlord, Landlord's agents, and their respective affiliates, as additional insureds on a form that does not limit the coverage provided under such policy to any additional insured (i) by reason of such additional insured's negligent acts or omissions (sole or otherwise), (ii) by reason of other insurance available to such additional insured, or (iii) to claims for which a primary insured has agreed to indemnify the additional insured, (B) be issued by an insurance company reasonably acceptable to Landlord, (C) provide that such insurance may not be cancelled unless 30 days prior written notice is first given to Landlord, (D) be delivered to Landlord by Tenant before the commencement of work on the Tenant Improvements, and (E) provide primary and non-contributory coverage to Landlord, Landlord's agents, and their respective Affiliates when any policy issued to such parties (collectively or individually) is similar or duplicate in coverage, in which case such policy will be excess over Tenant's policies. No insurance policy will contain endorsements that restrict, limit, or exclude coverage in a manner that is inconsistent with the foregoing requirements.

8. Notwithstanding any other provision of this Lease, if at any time Tenant fails to obtain or maintain in force the insurance required herein, such failure shall constitute an incurable default permitting Landlord, at its option, to immediately terminate this Lease without giving any prior notice of default, and Landlord shall have all available remedies specified in the Lease Agreement or permitted by applicable law.

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APPENDIX 3
Fee Schedule

Period in Extended Term - (2017-2032)	Rental Payment
Year 1-5	29,250sf at $0.18/sf $5,265/yr
Year 6-10	$5,422.95/yr
Year 11-15	$5,585.64/yr

Period in Amended No.2 Term – (2032-2049)	Rental Payment
Year 16-20	29,250sf at $0.25/sf $7,312.50/yr
Year 21-25	$7,531.88/yr
Year 26-30	$7,757.84/yr
Year 31-32	$7,990.58/yr

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HONDO

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City Council Communication

Title: Discuss and consider approval of the Second Amended Chapter 11 Plan for Endo International PLC at the recommendation of the Official Committee of Opioid Claimants (Chris Hill & John Naron)
Date: February 12, 2024 ***From:*** John Naron, City Manager, Chris Hill, Chief Finance Officer

INFORMATION:

About the Opioid Settlements (texas.gov)

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. ENDO INTERNATIONAL CHAPTER 11 BANKRUPTCY LOCAL GOVT OPIOID CLAIMS

STAFF CONTACTS:

Chirs Hill, CFO
chill@hondo-tx.org
John Naron, City Manager
jnaron@hondo-tx.org

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.

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.

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.

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

(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

Voter ID: 1010947

222254902095849

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:

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

(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: City Of Hondo
(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.

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#: ZVE8-J45R-VVN8-A80Z

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

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.

++Project Mead++ SRF 75795 AddressID: 20672017 PackID: 10-10947
City Of Hondo
Attn: Legal Dept.
1600 Avenue M
Hondo TX 78861-1798

HONDO

THIS IS GOD'S COUNTRY

City Council Communication

Title: Discuss and Consider authorizing the City Manager to execute a License Agreement with H5 AG Services, LLC	
Date: February 12, 2024	***From:*** Ryan Elder, Director of Aviation

INFORMATION:

Adam Hackebeil of H5 AG Services, LLC, approached Airport staff about the potential to mow and bale airport grass. The agreement is a no-money exchange for services. The services from H5 will assist airport staff in maintaining the large amount of acres that require mowing, leaving staff available for other maintenance efforts around the airfield. Attached you will find the License agreement for an initial term of 1 year, but may be terminated by either party with or without cause with a 30-day notice. H5 also has an agreement with the prison adjacent to the airfield for like services.

FINANCIAL IMPACT:

No finainical impact to the Airport budget

STAFF RECOMMENDATION:

Staff recommends authorizing the CIty Manager to execute a License Agreement with H5 AG Services, LLC

MOTION:

Motion to approve the City Manager to execute a License Agreement with H5 AG Services, LLC for the mowing/baling of the Airport Grass

ATTACHMENTS:

1. Hay-Baling_Agreement-V2

STAFF CONTACTS:

Ryan Elder

LICENSE AGEEMENT

THIS License Agreement (the "License") is made effective as of the ____ day of ______________________, 2024, ("Effective Date") and is between **CITY OF HONDO**, a Texas municipal corporation ("Licensor" or "City") and **H5 AG SERVICES, LLC** ("Licensee"), whose address is 169 PR 551, Devine, TX 78016.

R E C I T A L S

A. City is the Owner of the South Texas Regional Airport at Hondo located at 700 Vandenberg Road, Hondo, TX 78861 (the "Airport").

B. Licensee has requested non-exclusive, temporary, and periodic access and use of the grass fields located at the Airport airfield and depicted in **APPENDIX A** (the "Premises") for use by Licensee to mow said grass fields and retention of the hay bales resulting therefrom.

C. City is agreeable to issuing a license for the Premises to Licensee for the Permitted Uses stated herein subject to the terms, covenants and conditions set forth in this License.

A G R E E M E N T

1. **License:** Subject to the terms, covenants and conditions set forth in this License, Licensee will have non-exclusive access to the Premises for the Permitted Uses as defined herein and for no other use or purpose without the prior written consent of the Airport Director.

2. **Term:** This License begins on the Effective Date and will automatically expire on the **ONE (1)** year anniversary of the Effective Date, unless extended in a writing executed by both parties. This license may be terminated by either party at any time, with or without cause, with thirty (30) days written notice.

3. **Permitted Uses**: Licensee will use the Premises only for access to the Airport to mow the airfield grass and for no other use. Licensee agrees to mow the airfield grass as many times as needed during the term of this License as may be mutually agreed to by the parties; provided however, that Licensee agrees to mow the airfield grass as often as necessary to prevent airfield grass from exceeding twelve inches (12").

4. **Notification of Entry on Premises.** Licensee agrees to give twenty-four (24) hours prior notice to the Airport Director of Licensee's intention to access the Premises to mow the airfield grass.

5. **License Fee:** Licensee agrees to mow the Premises as in-kind consideration to Licensor for issuing this License. Upon completion of mowing the airfield grass, Licensee will bale and remove the hay bales resulting from the mowing of the Premises. Licensee may keep any and all proceeds from the sale of the hay bales.

6. **Services**:

a. City agrees to provide the following services to Licensee:

i. Airport property gate codes.

b. Licensee will provide, or cause to be provided, at its sole cost and expense:

i. All equipment necessary to mow the airfield grass,

ii. All employees, personnel and/or staff operating the equipment to mow the airfield grass, and

iii. All operating costs related to mowing of the airfield grass.

7. **Special Terms and Conditions:** The parties agree that the Special Terms and Conditions set forth on **APPENDIX B** attached hereto and made a part hereof shall be adhered to at all times during the term of this License.

8. Licensee will fully insure its equipment and property while on the Premises and Licensee will not seek compensation from City if any of Licensee's property is damaged as a result of a hazard and/or the condition of the Premises.

9. This License is personal to Licensee. It is not assignable and any attempt to assign this License will terminate this License.

10. During the Term of this License, Licensee, at its expense, will maintain in effect a policy of commercial general liability insurance, on an "occurrence basis," covering against all claims on account of death, bodily injury, personal injury and property damage, occurring in connection with Licensee's use or occupancy of the Premises with policy limits of not less than $2 million each for general aggregate limit and products/completed operations aggregate limit; and $1 million each for personal/advertising injury limit and per occurrence limit; $100,000 for fire damage in any one fire and $5,000 medical expense limit for any one person, and Licensee will name City of Hondo as an additional insured.

11. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY OF HONDO, TOGETHER WITH ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND AGENTS, INDIVIDUALLY OR COLLECTIVELY (REFERRED TO HEREIN AS THE "INDEMNITEES"), FROM AND AGAINST ALL SUITS, ACTIONS, LOSSES, DAMAGES, DEMANDS, JUDGMENTS, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEYS' AND EXPERTS' FEES, FOR INJURY OR DEATH TO ANY PERSON, OR LOSS OR DAMAGE TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON, OR PERSONS, OR PROPERTY REFERRED TO HEREIN AS THE "LOSSES"), TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, ACTS OR OMISSIONS OF LICENSEE ARISING OUT OF LICENSEE'S USE OF THE PREMISES, OR ANY BUILDINGS~~,~~ OR FROM THE CONDUCT OF LICENSEE'S BUSINESS, OR FROM ANY ACTIVITY, WORK, OR**

THING DONE, PERMITTED, OR SUFFERED BY LICENSEE, IN OR ABOUT THE PREMISES OR ANY BUILDINGS.

12. City together with its officers, employees and agents, individually and collectively ("City, Et Al") will not be liable in any event for personal injury or loss of Licensee's property caused by fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other similar occurrences. Licensee will give prompt notice to Airport Director of any significant accidents involving injury to persons or property. Furthermore, City, Et Al, will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or designated parking areas, regardless of whether such loss occurs when the area is locked against entry. City, Et Al will not be liable to Licensee or Licensee's employees, customers or invitees for any damages or losses to persons or property caused by any invitees anywhere at Airport, or for any damages or losses caused by theft, burglary, assault, vandalism or other crimes. Licensee will give Airport Director prompt notice of any criminal or suspicious conduct within or about the Premises or Airport and/or personal injury or property damage caused thereby.

13. **Miscellaneous**

- **a. Entire Agreement.** The provisions set forth in this License shall constitute the entire agreement and understanding between the parties with respect to the subject matter contained herein and neither the City or Licensee shall be bound to comply with any covenants, express, implied, or otherwise, not expressly set forth in this License, or provided for in writing and executed by the parties. This License supersedes all prior agreements and understandings between the parties with respect to such subject matter.

- **b. Modification.** The provisions of this License may be modified or altered only by written agreement of all of the parties.

- **c. Severability.** In case any provision of this License shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

- **d. Governing Law.** This Agreement shall be governed, enforced and construed in accordance with the laws of the State of Texas. Venue for this Agreement shall be in Medina County, Texas.

- **e. Notices.** All notices to be given under this agreement shall be hand delivered or sent by registered mail and addressed to the parties at the following addresses:

For City:	For Licensee:
Ryan Elder, Airport Director South Texas Regional Airport at Hondo 700 Vandenberg Road Hondo, TX 78861 (830) 426-3810	Adam Hackebeil H5 AG Services, LLC 169 PR 551 Devine, TX 78016 (210) 862-4754

SIGNED this __________ day of ________________________, 2024.

LICENSEE:

____

LICENSOR:

SOUTH TEXAS REGIONAL AIRPORT

By: ____________________________________
John Naron, City Manager

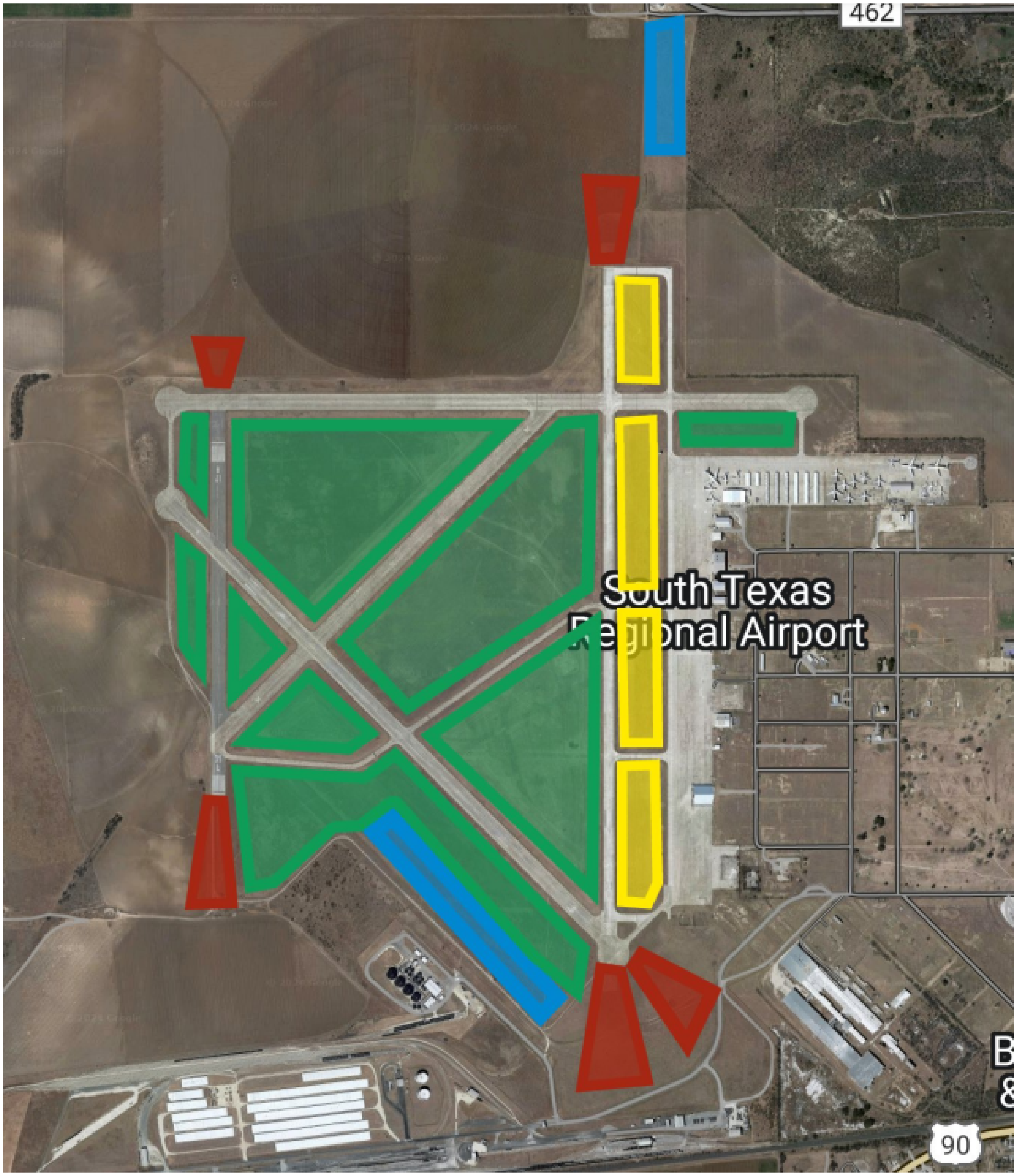
Attest:_______________________________
_______________, City Secretary

DM #259640-vl
7105/2

APPENDIX A

Licensed Premises

The Licensed Premises consists of the adjoining grass fields around the airstrips within the Airport as depicted below:



APPENDIX A

APPENDIX "B"
Special Terms and Conditions

1) Hay Bales must be positioned a minimum of 100 feet from any runway after being rolled, and minimum of 50 feet from any taxiway or pavement surface.

2) Tractor operators on the airfield will be required to go through a safety and airfield familiarization briefing prior to being allowed access.

3) Any tractors or equipment on the airfield will be required to fly an Airfield Vehicle Flag at sole cost of the Lessee.

4) Tractors on the Airfield will be required to obtain a VHF Airband radio to monitor air traffic on Unicom 122.725. Either fixed mounted or portable is acceptable.

5) Any movement on the airfield other than tractors (e.g. trailers to pick up bales, forklifts, personal vehicles, etc.) will be required to check in with airport personnel if transitioning on airfield, and may require escort.

6) Bales of hay shall not remain in any field identified in green for longer than seven (7) days, and may be staged at a location identified in blue on the map, or taken offsite. The bales in areas identified in yellow shall not remain longer than twenty-four (24) hours. The areas identified in red shall not have bales of hay staged here at any time.

7) City reserves the right to mow/shred any grass field it deems necessary to control height and mitigate wildlife incursions.

8) City will provide Licensee with a code to the North & South Airport Access Gates that will allow access to the "staging area". This lock will be specific to Licensee. All gates must be closed after entry.

9) Any Category of a Runway/Taxiway Incursion may terminate this agreement without notice, at City's discretion.

10) Any damage to Airport Property (e.g. Lighting, Navaids, ASOS, Visual Aids, Signage, etc.) shall be repaired/replaced at Licensee's expense. Licensee shall notify Airport staff of any damage immediately, and repairs must be made in a timely manner.

11) Any and all Airport traffic shall have the Right-of-Way at all times.

HONDO
THIS IS GOD'S COUNTRY

City Council Communication

Title: Discuss and Consider making various Appointments to Boards and Commissions. (Mayor McAnelly)	
Date: February 12, 2024	***From:*** Mayor John McAnelly, Mayor

INFORMATION:
The Mayor recommends the appointment of Lee Ann Young to the Cemetary Advisory Board for a two-year term.
The Mayor recommends the re-appointment of William Freeman and Rosemary Mares to the Board of Adjustments for a two-year term.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:
None

STAFF CONTACTS:

THIS IS GOD'S COUNTRY

City Council Communication

Title: Discuss and Consider Proposed Splash Pad Development Project. (John Naron)	
Date: February 12, 2024 ***From:***	

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. city of hondo splashpad (1)
2. STANDARD FORM OF AGREEMENT COH and Advanced Aquatics LLC
3. scan_20240206225130
4. scan_20240206232731

STAFF CONTACTS:

Advanced Aquatics of Texas LLC

City of Hondo

City pool Splash Pad

Hondo, Texas

PROPOSAL

Bid Date: 01/10/2024
Revision Date: 02/05/2024

Submitted By: Anthony George
Phone: 559-719-3487

Email:
anthony@advancedaquaticstx.com

Proposal based on the following plans and specifications: Raindeck plan Estimate 29940

SPLASHPAD PACKAGE TO INCLUDE

City Fees: Includes any permitting and inspection fees associated with the project.

Plumbing Work: Includes installing plumbing per Rain deck Specifications, including schedule 40 PVC above ground and schedule 40 below ground.

Electrical Work: Includes grounding and bonding of toys and wiring of filtration equipment. Proposed Equipment location has 110v Electrical available(PLEASE SEE ATTACHED DRAWING)

Equipment: Splash pad is a recirculating system with mechanical filtration equipment.

Concrete Work: Saw-cut and remove existing wading pool 14.1' x 14.1' 200sq/ft +- Depth 24". Bring in #2 Base and compact to proper grade,place 3/8" rebar 16" on center, Drill into existing deck and epoxy 3/8" dowels into existing deck to stop separation between new and old concrete. Pour and finish 3000PSI concrete a minimum of 5" thick.

Splash Pad Toys: By RainDeck – Includes all designated features in proposal.

Project Timeline: Project Start will be 5 weeks from date of city approval. Pro ect Completion is estimated at 4 weeks rom Start Date. NOTE THERE IS A 6 WEEK LEAD TIME FOR EQUIPMENT DELIVERY . A 50% DEPOSIT IS REQUIRED TO BEGIN PROJECT.

Project is ADA Compliant

PRICING DETAILS

Splashpad Installation Price: **$59,000.00**

STANDARD EXCLUSIONS

Water Meter: No
Impact Fees: No
Mass Grading: No
Soil Mitigation (if required): No
911 Call Box and Knox Box: No
Deck Drainage: No
RPZ Valve: No
Equipment Housekeeping Pads: No
Landscape and Irrigation: No
Haul off Spoils from Site: Yes
Site Furnishings: No
Staking: No
Payment or Performance Bonds: No

Advanced Aquatics Commits to Providing the Following for Your Project:

Closeout Procedures- At the close of the project, all warranties will be submitted to Raindeck, and the workplace will be left clean and free of any debris.
Operation and Maintenance Manuals- Manuals will be provided at the close of the project for the complete operation and maintenance of all systems included in the project.
As-Built Plans- In the event that changes to the construction plans were made during the project, a set of red-lined as-bullt drawings will be prepared and submitted.
Training- Training sessions will be provided to teach desired individuals the operation and maintenance of all applicable systems.

Additional Company Requested Information

Background: Advanced Aquatics of Texas LLC was formed in October 201 , Our main office is located in Houston Texas with branches in San Antonio and Austin. Advanced Aquatics is a full Service Commercial Pool management company with 20 full time employees and over 300 seasonal employees. Our services include Commercial pool management, renovations, lifeguard and pool attendants and complete builds including Splash pads. As a company we manage over 70 commercial pools. Advanced Aquatics has built splash pads in Houston Texas and Castroville Texas. Advanced Aquatics has not received any sanction nor have we been investigated by any governmental body. President is Alan Walker EIN 84-3624923

832-770-SWIM
www.aaoftx.com


Hondo City
Swimming Pool
Mechanical equipment location
existing 110v onsite
Demolition location
Google

REFERENCE

Ashley Wiggins
Devoloper with Taylor Morrison, Houston
Awiggins@taylormorrison.com

Janet Mooneyhan
Senior Manager, CCMC, San Antonio
JMooneyhan@ccmcnet.com

Kelley Wheeler
Crest Management
KellyW@crest-management.com

Proposal Acceptance

Approval and notice to proceed. Your signature below will serve as our indication that you understand and agree to the proposal agreement stated above. In addition, your signature will serve as our formal notice to proceed with proposed project. If you have any questions, please dont hesitate to call. We are ready to proceed with your authorization.

Alan Walker

______________________________ ______________________________________

President
Advanced Aquatics of Texas, LLC

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement ("Agreement") is entered into as of [Effective Date], by and between the City of Hondo, hereinafter referred to as the "Owner," and Advanced Aquatics of Texas LLC, hereinafter referred to as the "Contractor."

ARTICLE 1: WORK TO BE DONE

1.1 Scope of Work: The Contractor agrees to perform all work outlined in the project specifications and drawings attached hereto as Exhibit A, collectively referred to as the "Work."

1.2 Compliance with Laws: The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Work, including but not limited to the Texas Code of Ethics.

ARTICLE 2: CONSULTING ENGINEER

2.1 Appointment: The Owner has appointed [Consulting Engineer's Name] as the Consulting Engineer for the Project.

2.2 Duties: The Consulting Engineer shall review the Contractor's work, make recommendations, and ensure compliance with project specifications.

ARTICLE 3: CONTRACT TIMES

3.1 Commencement: The Contractor shall commence work on [Start Date] and complete the Work within [Contract Duration] days from the commencement date.

3.2 Extensions: Contract times may be extended only through written approval by the Owner for valid reasons such as unforeseen circumstances or force majeure events.

ARTICLE 4: CONTRACT AMOUNT

4.1 Total Contract Amount: The Owner agrees to pay the Contractor the total sum of $59,000 for the completion of the Work.

4.2 Payment Schedule: Payments shall be made according to the schedule outlined in Article 6, subject to adjustments for approved changes.

ARTICLE 5: CHANGES

5.1 Change Orders: Changes to the Work may be made only through written Change Orders signed by both parties.

5.2 Adjustments: Changes to the Contract Amount or Contract Times due to Change Orders shall be mutually agreed upon in writing.

ARTICLE 6: PAYMENT PROCEDURES

6.1 Invoices: The Contractor shall submit detailed invoices to the Owner for work performed, in accordance with the payment schedule outlined in Exhibit B.

6.2 Retainage: The Owner may retain a percentage of the payment as retainage until final completion and acceptance of the Work.

ARTICLE 7: CONTRACTOR'S REPRESENTATIONS

7.1 Compliance: The Contractor represents that it will comply with all applicable government codes, including the Texas Code of Ethics, throughout the duration of the project.

7.2 Ethics: The Contractor shall not engage in any unethical practices, conflicts of interest, or actions that could compromise the integrity of the project.

ARTICLE 8: CONTRACTOR DOCUMENTS

8.1 Required Documents: The following documents are incorporated into and made a part of this Agreement:

- This Agreement
- Contractor's Quote
- Davis Bacon Wage Rates
- Insurance Requirements
- Contractor's Certificate of Insurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

[Owner's Name and Title] [Contractor's Name and Title] City of Hondo Advanced Aquatics of Texas LLC

Date: _________ Date: _________

EXHIBIT A: INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain the following insurance coverage throughout the duration of the project:

1. **Commercial General Liability Insurance:**
    - Coverage not less than $[Amount] per occurrence and $[Amount] aggregate.
    - Including coverage for bodily injury, property damage, products-completed operations, and contractual liability.
2. **Workers' Compensation and Employer's Liability Insurance:**
    - In compliance with applicable state laws.
    - Coverage not less than $[Amount] per accident for Workers' Compensation and $[Amount] for Employer's Liability.
3. **Automobile Liability Insurance:**
    - Coverage not less than $[Amount] per accident for owned, non-owned, and hired vehicles.
4. **Professional Liability Insurance:**
    - If applicable to the Contractor's services.
    - Coverage not less than $[Amount] per claim and $[Amount] aggregate.

The insurance policies shall name the City of Hondo as an additional insured and provide thirty (30) days advance written notice to the Owner in the event of cancellation or material change.

EXHIBIT B: PAYMENT AND PERFORMANCE BOND

Contractor shall furnish to the Owner a Payment and Performance Bond in the amount of [Bond Amount] from a surety company licensed to do business in the state of Texas. The bond shall be provided within [Number of Days] days after the execution of this Agreement and shall guarantee faithful performance and payment of all obligations under this Agreement.

EXHIBIT C: DAVIS BACON WAGE RATES

The Contractor shall comply with the Davis-Bacon Act, and all laborers and mechanics employed on the project shall be paid wages at rates not less than those prevailing in the locality, as determined by the U.S. Department of Labor. The current Davis-Bacon Wage Rates are attached hereto as Exhibit C and are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit A, Exhibit B, and Exhibit C as of the Effective Date first above written.

[Owner's Name and Title] [Contractor's Name and Title] City of Hondo Advanced Aquatics of Texas LLC

Date: __________ Date: __________

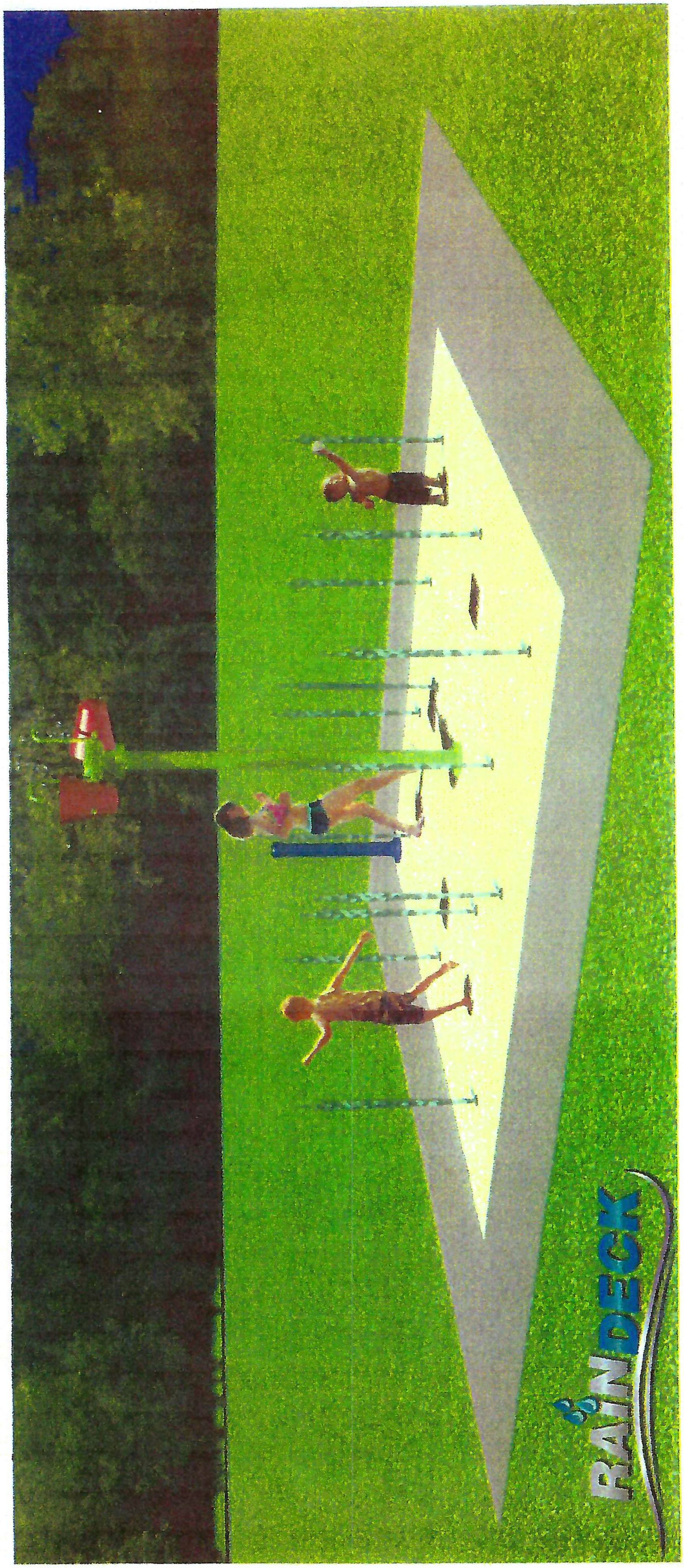
ESTIMATE #29440

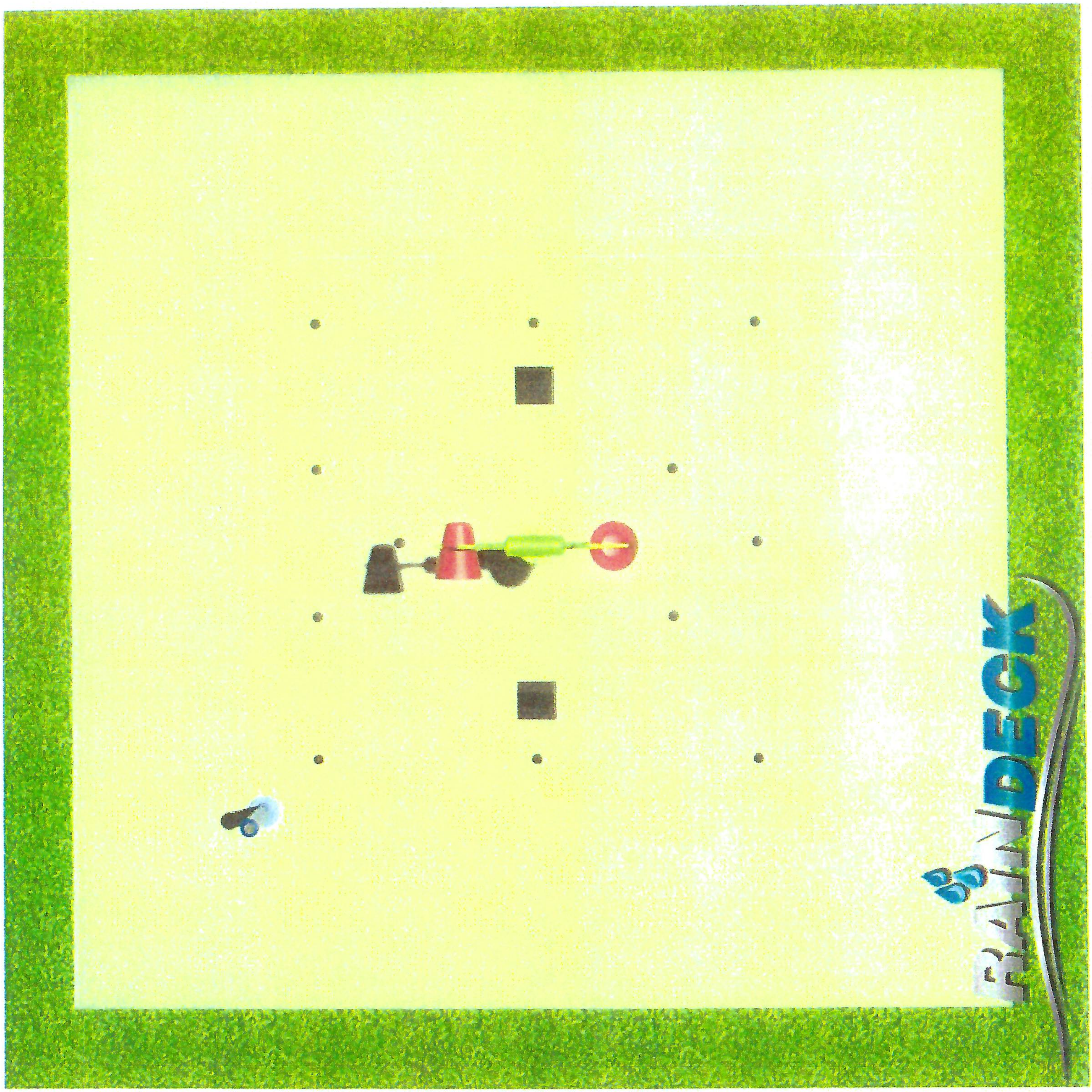
RECIPIENT:

ANTHONY GEORGE
ADVANCED AQUATICS OF TEXAS
231 VISTA DEL LAGO DRIVE
HUFFMAN, TX 77336
ANTHONY@ADVANCEDAQUATICSTX.COM

RESPONDENT:

JENNIFER HEFLIN
OFFICE: (888) 445-7246 EXT. 719
JENNIFER@RAINDECK.COM


RAINDECK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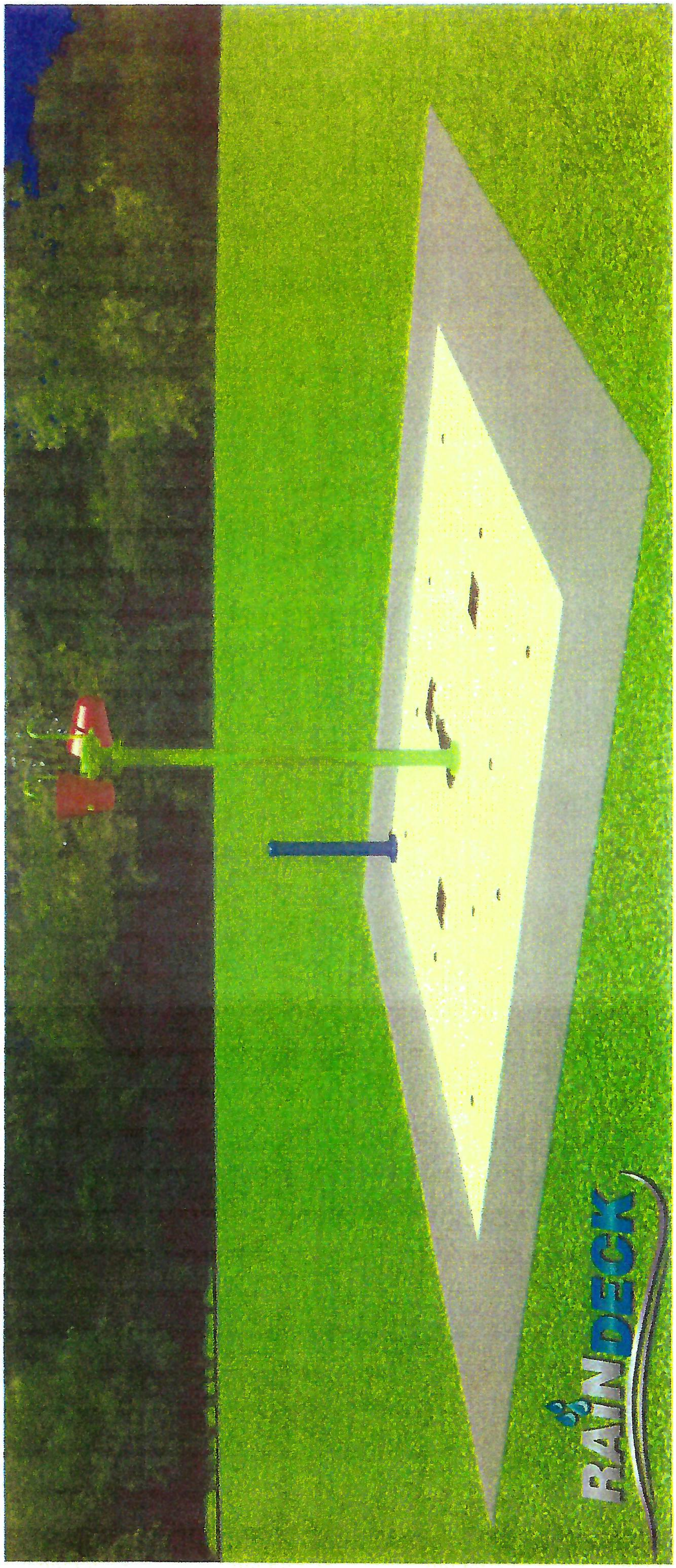
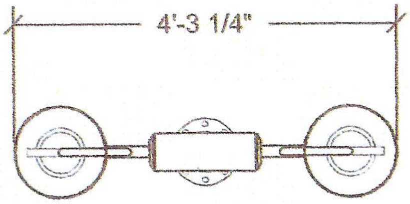
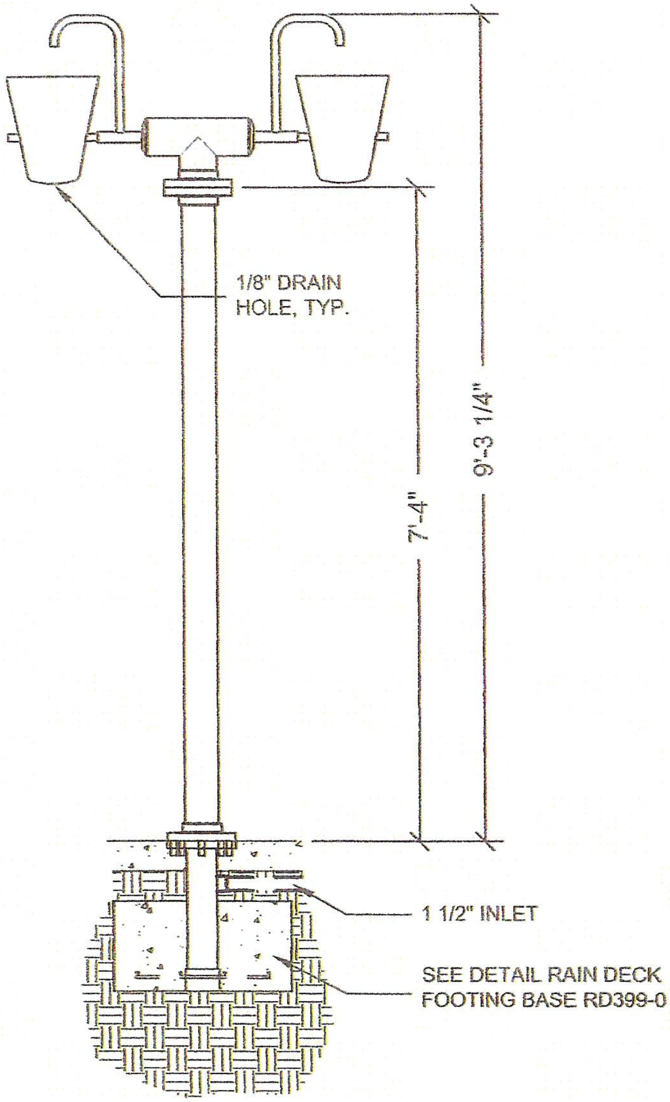

RAINDECK

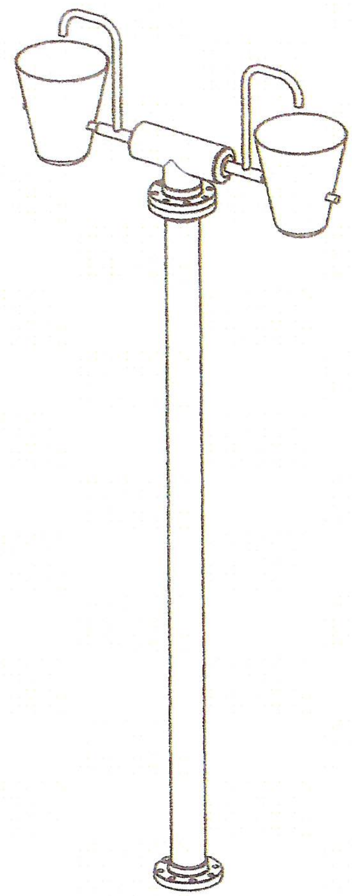
RD313-0
DUMPING BUCKET 2



TOP VIEW



FRONT VIEW



SCALE
N.T.S.

SPECIFICATIONS:

- MATERIALS: PVC, ALUMINUM & FIBERGLASS
- SURFACE FINISH: UV RESISTANT AUTOMOTIVE PAINT
- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 10-15 GPM

DUMPING BUCKET 2
RD313-0

SCALE
1/2"=1'-0"

RAINDECK
Ph. 888.445.RAIN
Fax. 866.869.3942
info@raindeck.com

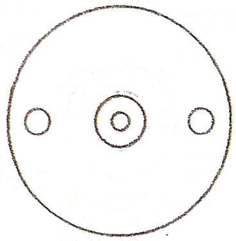
REV.	DATE	BY	DESCRIPTION
△			
△			
△			
△			
△			

RAIN DECK
DUMPING BUCKET 2

SEAL

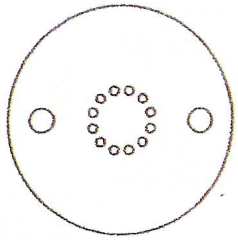
DATE

DRAWN BY	REVIEWED BY
RS	RV
DATE APRIL 2014	
SHEET	
MFR# RD313-0	



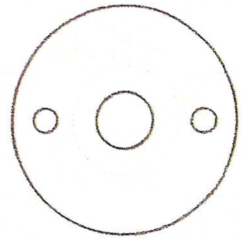
ADJUSTABLE NOZZLE
RD103-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 1.5 GPM TYP (1.0 MIN / 2.0 MAX)
- EFFECTIVE RANGE: MAX 10' DIRECTIONAL



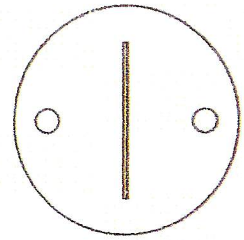
SHOWER NOZZLE
RD104-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 4.5 GPM TYP (3.5 MIN / 5.0 MAX)
- EFFECTIVE RANGE: MAX 10' DIAMETER



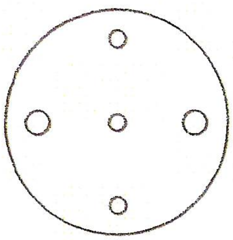
BUBBLER NOZZLE
RD105-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 3.2 GPM TYP (2.5 MIN / 6.0 MAX)
- EFFECTIVE RANGE: MAX 5' DIAMETER



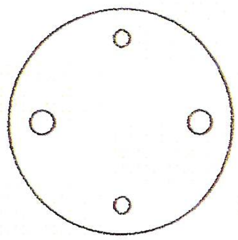
FAN NOZZLE
RD106-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 3.2 GPM TYP (2.5 MIN / 6.0 MAX)
- EFFECTIVE RANGE: MAX 12' LONG x 5' WIDE



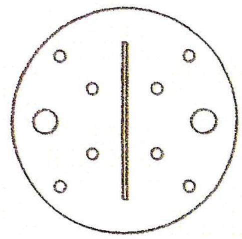
TRIPLE SHOOTER NOZZLE
RD110-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 5.0 GPM TYP (4.5 MIN / 6.0 MAX)
- EFFECTIVE RANGE: MAX 8' DIAMETER



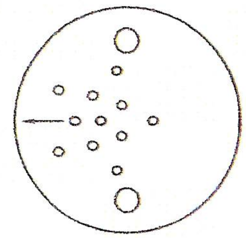
DUEL NOZZLE
RD112-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 3.5 GPM TYP (2.5 MIN / 5.5 MAX)
- EFFECTIVE RANGE: MAX 8' DIAMETER



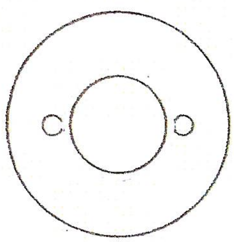
"X" FACTOR NOZZLE
RD113-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 6.5 GPM TYP (5.5 MIN / 7.5 MAX)
- EFFECTIVE RANGE: MAX 8' DIAMETER



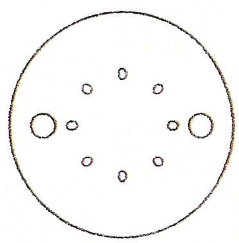
ROOSTER TAIL NOZZLE
RD114-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 5.0 GPM TYP (3.0 MIN / 7.0 MAX)
- EFFECTIVE RANGE: MAX 14' LONG x 5' WIDE



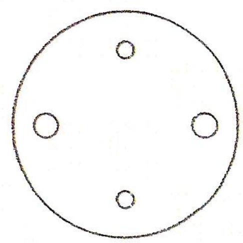
TULIP NOZZLE
RD115-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 8.0 GPM TYP (6.5 MIN / 12.0 MAX)
- EFFECTIVE RANGE: MAX. 8' DIAMETER



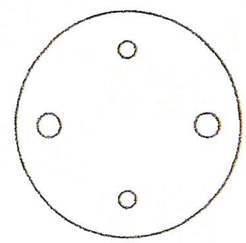
SPIDER NOZZLE
RD116-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 4.6 GPM TYP (2.5 MIN / 7.0 MAX)
- EFFECTIVE RANGE: MAX 10' DIAMETER



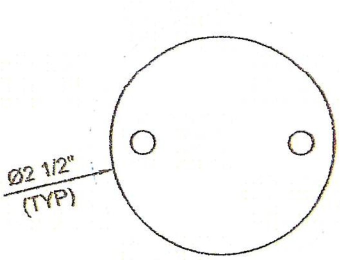
VIPER NOZZLE
RD117-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 3.5 GPM TYP (2.5 MIN / 5.5 MAX)
- EFFECTIVE RANGE: MAX 8' LONG x 6' WIDE

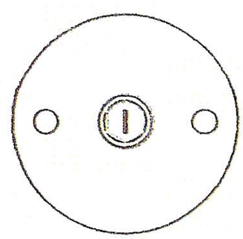


SPLITTER NOZZLE
RD118-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 3.5 GPM TYP (2.5 MIN / 5.5 MAX)
- EFFECTIVE RANGE: MAX 8' LONG x 6' WIDE

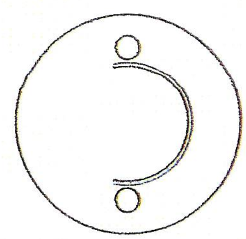


TOP VIEW



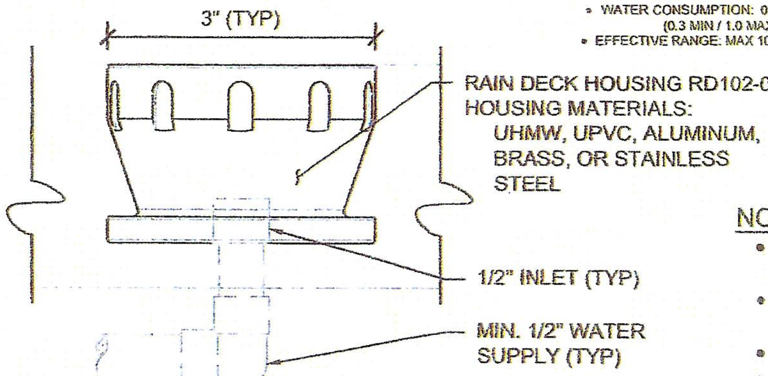
MISTY NOZZLE
RD119-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 0.6 GPM TYP (0.3 MIN / 1.0 MAX)
- EFFECTIVE RANGE: MAX 10' DIAMETER



WAVE NOZZLE
RD120-0

- WATER PRESSURE: 3 - 5 PSI
- WATER CONSUMPTION: 4.0 GPM TYP (4.3 MIN / 6.5 MAX)
- EFFECTIVE RANGE: MAX 8' x 5' x 2'



FRONT VIEW

NOZZLE SPECIFICATIONS:

- MATERIALS: DELRIN, ALUMINUM, BRASS, OR STAINLESS STEEL
- SS AND BRASS: 3/4" THREADED INLET
- WATER PRESSURE: AS NOTED
- WATER CONSUMPTION: AS NOTED
- EFFECTIVE RANGE: AS NOTED

7319 S. ATWOOD, STE 130 - MESA, AZ 85212
Ph. 888.445.RAIN Fax. 866.869.3942
info@raindeck.com

REV.	DATE	BY	DESCRIPTION

RAINDECK
RD102-0 HOUSING AND NOZZLES

SEAL

DATE

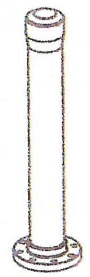
DRAWN BY	REVIEWED BY
AJM	LB
DATE 02-26-2020	

RD102-0

SCALE 1/2" = 1'-0

RD550-0
SOF-TOUCH ACTIVATOR POST

TOP VIEW



SCALE
N.T.S.

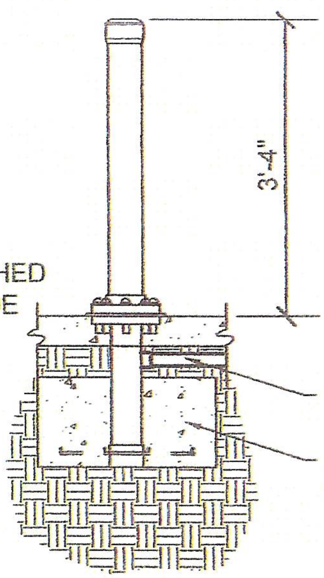
INCLUDES:

- SOF-TOUCH POST MOUNTED ACTIVATOR
- PROXIMITY SENSOR
- RAIN DECK FOOTING BASE w/ CAP
- STAINLESS STEEL BOLTS AND GASKET

SPECIFICATIONS:

- MATERIAL: RE-ENFORCED SCH 40 PVC w/ DELRIN ACTIVATOR
- SURFACE FINISH: UV RESISTANT AUTOMOTIVE PAINT
- WIDTH: 4" O.D. SCH 40 PIPE
- HEIGHT: 40" (FROM FINISHED GRADE - CUSTOM SIZES AVAILABLE)

SOF-TOUCH ACTIVATOR
RD550-0



SCALE
1/2"=1'-0"

FRONT VIEW

RAINDECK
Ph. 888.445.RAIN
Fax. 866.869.3942
info@raindeck.com

REV.	DATE	BY	DESCRIPTION
△			
△			
△			
△			
△			

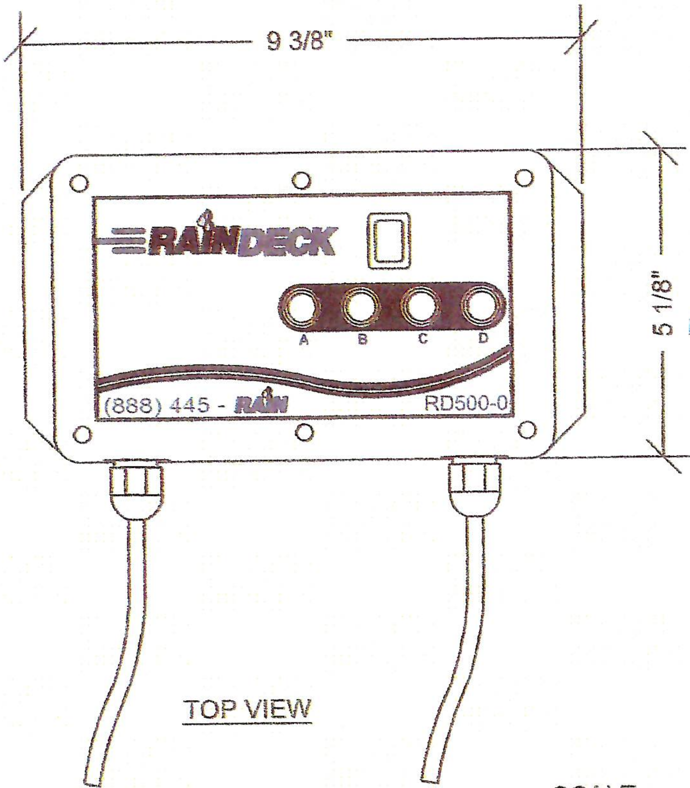
RAIN DECK
SOF-TOUCH ACTIVATOR POST

SEAL

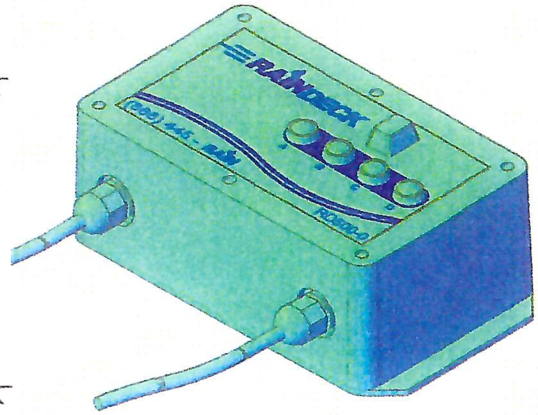
DATE

DRAWN BY	REVIEWED BY
RS	RV
DATE: JULY 2015	
SHEET	
MFR#: RD550-0	

RD500-0
RAIN DECK CONTROLLER



TOP VIEW



SCALE
N.T.S.

THE RAIN DECK PROPRIETARY ELECTRONIC CONTROLLER SETS THE INDUSTRY STANDARD FOR SPLASH PAD CONTROL SYSTEMS. THE RAIN DECK CONTROLLER PROVIDES THE USER WITH 4 PROGRAM SELECTIONS AND THE ABILITY TO USE WITH A FRESH WATER OR RECIRCULATION SYSTEM. THE CONTROLLER IS POWERED BY A STANDARD 100V POWER SUPPLY WITH CONNECTIONS FOR STANDARD 24VAC SOLENOID VALVES.

PROGRAMS:

A. ONE ZONE RANDOM
B. ONE ZONE SEQUENTIAL
C. MULTIPLE ZONE RANDOM
D. ALL ON

*NUMBER OF ZONES AND SPEED CYCLES CAN BE ADJUSTED ON-SITE. FOR ANY OTHER PROGRAMING QUESTIONS, PLEASE CONTACT RAIN DECK.

RAIN DECK CONTROLLER
RD500-0

RAINDECK
Ph. 888.445.RAIN
Fax. 866.869.3942
info@raindeck.com

REV.	DATE	BY	DESCRIPTION
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RAIN DECK
RAIN DECK CONTROLLER

SEAL

DATE

DRAWN BY	REVIEWED BY
RS	RV
DATE MARCH 2014	
SHEET	
MFR# RD500-0	

PENTAIR

SUPERFLO® & WHISPERFLO® High Performance Single-Speed Pumps

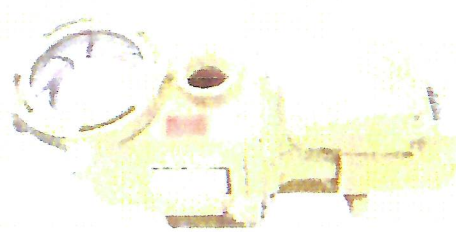
For smaller pools and pumped water features.

Department of Energy (DOE) compliance with strong performance and staying power.

Under new Department of Energy regulations, most single-speed pumps will fall out of compliance with low performance, greater wear and tear, and constant cleanliness worries. But for some small pools, pumped water features, and other situations, single speed pumps still make sense. So Pentair has adjusted, by making our single-speed pumps the first and only to use NEMA Premium® Efficient* motors for pool applications—to save the most electricity possible and optimize hydraulic horsepower without sacrificing performance. Which means you can offer your customers a single-speed solution that fits their needs and keeps them compliant.

KEY FEATURES

- **Proprietary TEFC**
  Motor High-quality proprietary Totally Enclosed Fan-Cooled (TEFC) motor for a long, worry-free life.
- **Maximum Circulation**
  Enhanced design and balanced flow enable greater efficiency and reduced operating cost.
- **Innovative Materials**
  Improved design drives high innovation in materials, for a total package that stands up to demanding installations and conditions.
- **Legacy of Performance**
  These pumps are the result of our 40 years delivering superior performance and earning the industry's critical acclaim.



WhisperFlo High Performance Pump

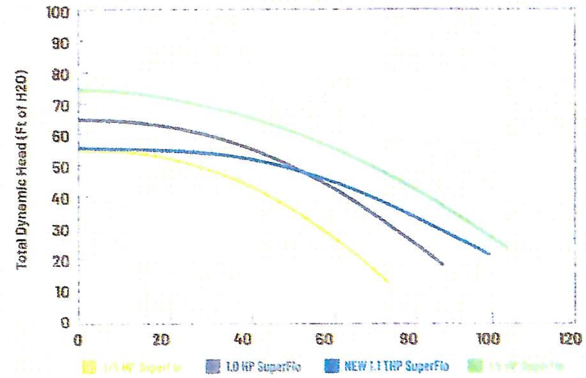
SuperFlo High Performance Pump

*First single-speed, single-phase, Permanent Split Capacitor motor.

SuperFlo High Performance Pump

- 1.5" internal slip (2" external slip) and quick-disconnect plumbing union for faster disassembly, making it a summer breeze to service.
- Cam and Ramp™ Lid permits easy inspection of the strainer basket, and locks in place with a quarter turn for cleaning that is fast and easy.
- SuperFlo pumps are a high-performing drop-in replacement for the Hayward® Super Pump®.
- Meets DOE minimum efficiency requirements.

SuperFlo Pool Pump Performance Curves



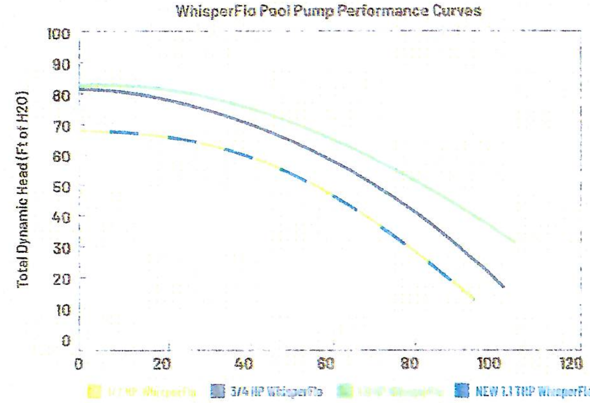
Volumetric Flow Rate (GPM)

Note: The 3/4 HP SuperFlo, 1.0 HP SuperFlo, and 1.5 HP SuperFlo pumps represented here are non-compliant products included strictly for comparsion. The new 1.1 THP SuperFlo (PN: 348190) is the only pump available for order.

WhisperFlo High Performance Pump

- 2" NPT suction and discharge ports.
- Heavy-duty/durable construction is designed for long life.
- Cam and Ramp™ Lid permits easy inspection of the strainer basket, and locks in place with a quarter turn for cleaning that is fast and easy.
- Meets DOE minimum efficiency requirements.

WhisperFlo Pool Pump Performance Curves



Volumetric Flow Rate (GPM)

Note: The 1/2 HP WhisperFlo, 3/4 HP WhisperFlo, and 1.0 HP WhisperFlo pumps represented here are full-rated, non-compliant products included strictly for comparsion. The new 1.1 THP WhisperFlo (PN: 015583) is the only pump available for order.

SuperFlo High Performance Pump

WhisperFlo High Performance Pump

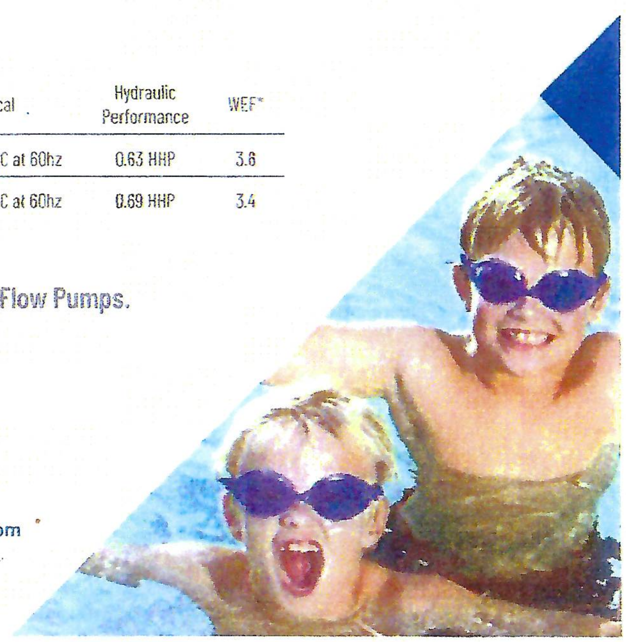
Product Specifications

Part No.	Description	Motor	Electrical	Hydraulic Performance	WEF*
348190	SuperFlo High Performance Pump	1.1 THP NEMA Premium Efficient TEFC	115/208-230VAC at 60hz	0.63 HHP	3.6
015583	WhisperFlo High Performance Pump	1.1 THP NEMA Premium Efficient TEFC	115/208-230VAC at 60hz	0.69 HHP	3.4

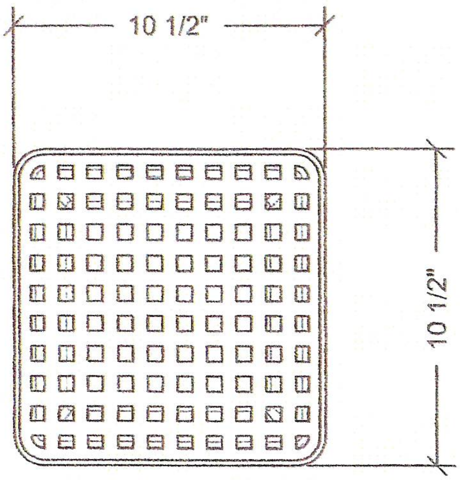
For bigger pools and pool-pad upgrades, check out our Variable Speed and Flow Pumps.

PENTAIR

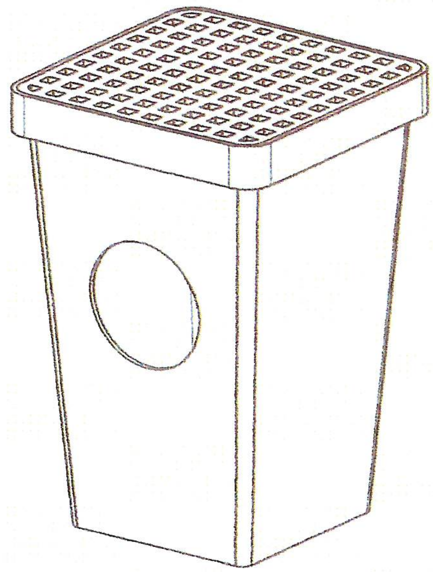
400 Regency Forest Dr | Cary, NC 27518 | United States | 800.831.7133 | pentair.com



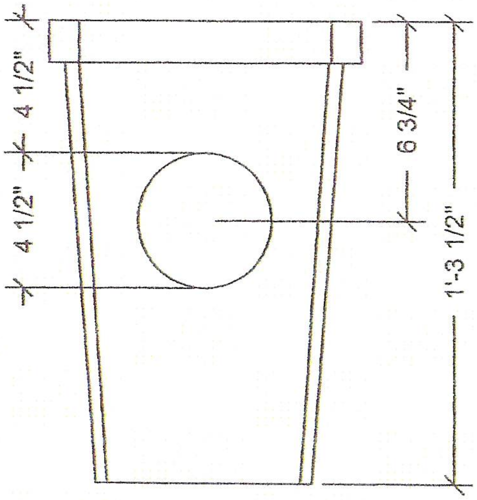
11" BOX DRAIN



TOP VIEW



SCALE
N.T.S.



FRONT VIEW

SPECIFICATIONS:

- MATERIALS: MOLDED HIGH-DENISITY POLYETHYLENE
- ADA COMPLIANT
- AVAILABLE WITH 2, 3, OR 4-HOLE DRAIN SUMP

11" BOX DRAIN

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REV.	DATE	BY	DESCRIPTION
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RAIN DECK
11" BOX DRAIN

SEAL

DATE

DRAWN BY	REVIEWED BY
RS	RV
DATE APRIL 2014	
SHEET	
MFR# ##	

WARRANTY AND CUSTOMER SUPPORT

At Rain Deck, we take pride in offering unparalleled customer support throughout every stage of your splash pad project. Whether you require assistance with installation, winterizing, spring start-up, or any other aspect, we are here to help. We are pleased to provide these support services at no additional cost to any of our valued clients.

WARRANTY COVERAGE

25-YEAR WARRANTY: We stand behind the durability of our products. Rain Deck offers a 25-year warranty on all commercial stainless steel above-ground feature pipes and welds, as well as stainless-steel footing base tubing and welds.

2-YEAR WARRANTY: Our commitment to quality extends to the aesthetics of our products. Rain Deck provides a 2-year warranty against peeling or fading on all finish coatings. Please note that Rain Deck will not warranty any painted or powder-coated surfaces that are submerged in water.

POWDER COATED OR PAINTED FEATURES: For powder-coated or painted features, Rain Deck, at its discretion, may provide touch-up paint instead of replacing the feature.

ELECTRONIC EQUIPMENT: All electronic equipment, including but not limited to control panels, timers, and sensors, is covered by a 1-year warranty from the date of purchase.

LIFETIME WARRANTY: Rain Deck ensures the longevity of your investment. We offer a lifetime warranty on all Rain Deck UHMW, PVC, or Delrin spray jet housings and nozzles.

5-YEAR WARRANTY: For added peace of mind, we provide a 5-year warranty on all brass, stainless steel, and aluminum housings and nozzles.

UNDERGROUND TANKS: When properly installed following the original manufacturer's instructions, our underground tanks are warranted against defective materials and workmanship for a full three (3) years from the date of manufacture. If a defect arises within this period, Rain Deck will supply a new equivalent tank as a replacement. Please note that this warranty covers the tank itself and excludes installation/removal costs and consequential damages.

RUBBER SURFACING: Our rubber surfacing granules and binder carry a warranty on the product only. In the event of defects within one year of receiving the product, please contact Rain Deck. We do not warranty the installation of the rubber surfacing and offer no warranty after the rubber granules have been mixed with the binder.

GENERAL WARRANTY TERMS: Unless otherwise specified above, Rain Deck warrants all products for a period of one year from the date of product shipment.

CONTACT US

Although we believe our products are built to last well beyond their warranty periods, should you encounter any warranty issues, please do not hesitate to contact Rain Deck. Our dedicated team is available at 888-445-RAIN or via email at info@raindeck.com.

BID OPENING

CITY OF HONDO
RECREATION DEPARTMENT
200 SQUARE FT. SPLASH PAD DESIGN PROJECT

DECEMBER 7, 2023 @ 8:00AM

NAME	ORGANIZATION	PHONE NUMBER	EMAIL ADDRESS
Jamie Kindred	City of Hondo	830-741-8348	jkindred@hondo-tx.org
Stephanie Velasquez	City of Hondo	830-426-3380	svelasquez@hondo-tx.org.
Mindi Gilliam.	City of Hondo		MGilliam@hondo-tx.org.

HONDO

THIS IS GOD'S COUNTRY

City Council Communication

Title: Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: *Section* 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations);Section 551.086 (Meeting concerning municipally owned utility-competitive matters);	
Date: February 12, 2024	***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:

THIS IS GOD'S COUNTRY

City Council Communication

Title: Discussion and possible action regarding potential litigation with BG Interpool, Inc.	
Date: February 12, 2024	***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 2023-05-07 invoice City Of Hondo 4684
2. City of Hondo pool lights
3. Mail - Lora Socarras - Outlook-5-16-23-EmailThread
4. Interpool - Recap of meeting and items in question list
5. Hondo Pool Overall Drainage Exhibit
6. IMG_7060
7. IMG_7111
8. IMG_7261
9. Attachment
10. 70502003678__4C0DC26A-A774-44DF-8A49-2BE76DA8D553
11. IMG_6740
12. IMG_6742
13. IMG_6804
14. IMG_6805

STAFF CONTACTS:

THIS IS GOD'S COUNTRY

City Council Communication

Title: Discussion with City Manager regarding performance review.	
Date: February 12, 2024	***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:
None

STAFF CONTACTS:

THIS IS GOD'S COUNTRY

City Council Communication

Title: Discussion with City Attorney regarding the affiliation between EDC and City of Hondo.	
Date: February 12, 2024	***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:
None

STAFF CONTACTS:

HONDO

THIS IS GOD'S COUNTRY

City Council Communication

Title: Discussion with City Attorney regarding legal service matters.
Date: February 12, 2024 ***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

None

STAFF CONTACTS:

THIS IS GOD'S COUNTRY

City Council Communication

Title: Discuss and consider appropriate action on items resulting from Executive Session.	
Date: February 12, 2024	***From:***

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:
None

STAFF CONTACTS: