

Holly Gray, Mayor Pro-Tem
Bryan Moyers, Councilmember
David Brundage, Councilmember



Carl E. Gierisch, Jr., Mayor

Brian Darby, Councilmember
Hogan Page, Councilmember
David Thompson, Councilmember

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

**JANUARY 23, 2024
7:00 PM
500 S. OAK STREET
ROANOKE, TEXAS 76262**

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

This item is available for citizens to address the City Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda. In order to provide the highest quality audio, all speakers need to speak at the podium.

D. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed and considered separately.

1. Consider approval of the minutes from the regular City Council meeting held on January 9, 2024.
2. Consider approval of Resolution No. 2024-100R authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the Steering Committee



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OF THE ROANOKE CITY COUNCIL**

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to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

3. Consider approval of a contract between the City of Roanoke and Ring Central to implement a new phone system.

E. OLD BUSINESS

1. Consideration and action to appoint two (2) members to the Roanoke Economic and Industrial Development Corporation Type A, for a term expiring January 2026.

F. NEW BUSINESS

1. Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Retail (R) to Retail – Specific Use Permit (R-SUP) to allow the sale of alcoholic beverages at Lot 2R, Block B of the Hawkins Shell Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 704 Byron Nelson. (Ordinance No. 2023-134 / SUP-2023-04)
2. Consideration and action on approval of Ordinance No. 2023-134 an ordinance of the city of Roanoke, Texas, amending the comprehensive zoning ordinance and as heretofore amended, by granting a change in zoning from Retail to Retail - Specific Use Permit (SUP 2023-04) to allow the sale of alcoholic beverages on block B lot 2R in the Hawkins Shell Addition, an addition to the City of Roanoke, Denton County, Texas, and having a street address of 704 E Byron Nelson. The property is generally located at the intersection of E Byron Nelson and Hwy 114.
3. Consideration and action on approval of Ordinance No. 2024-100 ordering a General Election to be held on the 4th day of May, 2024, for the purpose of electing the Mayor and three (3) city council members, one (1) per ward, all for three (3) year terms.

G. EXECUTIVE SESSION

The City Council will hold a closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

Section 551.087

To deliberate commercial or financial information the City has received



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from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551 of the Texas Government Code, to take any action necessary regarding:

Section 551.087

To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

The City Council reserves the right to adjourn into Executive Session during the course of this meeting to discuss any item on the posted agenda as authorized by Chapter 551 of the Texas Government Code.

H. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, January 18, 2024, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary

*Any person planning to attend this meeting that may require auxiliary aids or services should request accommodations two (2) days prior to the meeting by calling (817) 491-8152. **BRaille IS NOT AVAILABLE.**

A public wireless network is now available in the Council Chambers for use during meetings. It is available from 7am to 11pm Monday thru Friday. The name of the network is: COR-Guests



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 01/09/2024 CC Minutes

MEETING DATE: January 23, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on January 9, 2024.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 01-09-2024

Bryan Moyers, Council Member
David Brundage, Council Member
Holly Gray, Mayor Pro-Tem



Carl E. Gierisch, Jr., Mayor

Brian Darby, Council Member
Hogan Page, Council Member
David Thompson, Council Member

**MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
JANUARY 9, 2024
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr.; Mayor Pro Tem Holly Gray; Council Members: Brian Darby, Hogan Page, David Thompson, and Bryan Moyers; City Manager Cody Petree, City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager/Chief of Police Jeriahme Miller, Fire Chief Chris Addington, Public Works Director Shawn Wilkinson, Parks and Recreation Director Ray McDonald, Library Director Kelly Holt, Executive Assistant Jeannie Homer, and Human Resources Manager Jamie Seil.

ABSENT: Council member David Brundage.

A. CALL CITY COUNCIL TO ORDER

City Council called to order at 7:00 p.m.
Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

There were no announcements.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION

1. Mayor Gierisch and City Manager Cody Petree presented the 2023 recognition of the City of Roanoke "Core Value Keepers: and "Employee of the Year".

Core Values

Empower - Su Britton
Creativity - Collin Knight
Dedication - Rebecca Tambunga



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Connection - Tracy LeSage
Service - Edwin Ortiz

Employee of the Year

Clint Harmon
Lenny Rose

E. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed and considered separately.

1. Consider approval of the minutes from the regular City Council meeting held on December 12, 2023.
2. Consider approval to authorize staff to utilize Logic and TexSTAR local government investment pools as investment options.
3. Consider the adoption of the City of Roanoke, TX Investment Policy.
4. Consider approval of a contract between the City of Roanoke and Cima Solutions Group for Google Workspace pricing.
5. Consider approval of the contract renewal with Axon Enterprise, Inc. for upgraded software, services, and equipment.

Motion made by Holly Gray second by David Thompson to approve Consent Agenda Items 1 through 5.

Motion carried unanimously.

F. NEW BUSINESS

1. Discussion and action concerning Board members' attendance at City Board and Commission meetings.

Mayor Pro Tem Holly Gray stated that working through last year, there were a lot of absences resulting in multiple boards not having a quorum. Mayor Pro Tem Gray suggested tightening up the bylaws of the boards and commissions, and make potential members aware of set meeting dates.

Council member David Thompson stated that he would like to see continued updates on attendance reports. Council member Thompson further stated current board and commission members may not be aware of the importance and responsibility of serving. Council member Thompson suggested more training and awareness be provided to the members.



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Mayor Gierisch stated he likes set dates for meetings, because it makes it easier to plan your calendar.

City Manager Cody Petree stated most boards and commissions currently have set meeting dates, with a couple of boards meeting "as needed". Mr. Petree further explained that sometimes there are special meetings called out of necessity. Mr. Petree concluded that the biggest issue with absences, is the lack of notifying city staff of their absence with plenty of notice.

Mayor Gierisch stated there are measures in place to remove a member with excessive absences, however, it has not been utilized.

Mayor Pro Tem Gray stated the measure is listed in the city charter, but it is not being utilized, and it needs to be.

Council member Bryan Moyers stated the current application is generic and should be more specific to each board and commission, with the meeting days, times, and location being placed on the application so the applicant is more aware of it. By signing the application, they are acknowledging they are aware of the commitment.

City Attorney Jeff Moore explained the Board of Adjustment is different in terms of removal of members and requires notice and a public hearing before the City Council.

Mr. Petree clarified that Board of Adjustment members terms expired every two (2) years and City Council can elect to not reappoint a member, at that time, without a notice and public hearing.

Mayor Pro Tem Gray stated that she would like to have an idea and conclusion of what the City Council would like to do, before the end of the meeting.

Mayor Gierisch restated the City Council's suggestions in regard to moving forward with boards and commission applications:

- Attendance reports for City Council
- Specific applications for each board/commission that include the meeting days and time
- Place Section 8.01(5) of the Home Rule Charter on all applications
- Applicant orientation, conducted by Mayor and/or City Council

G. EXECUTIVE SESSION

The City Council will hold a closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:



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CITY COUNCIL DID NOT CONVENE INTO CLOSED SESSION

Section 551.087

To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

H. ADJOURNMENT

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 7:19 p.m.

Motion carried unanimously.

Carl E. "Scooter" Gierisch, Jr., Mayor

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO. 2024-100R OCSC Assessment & Invoice (Oncor)

MEETING DATE: January 23, 2024

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of Resolution No. 2024-100R authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

INFORMATION:

Purpose of the Resolution

The City of Roanoke is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita



AGENDA ITEM

assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of “Be It Resolved” Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires payment of the 2024 assessment be made and a copy of the resolution be sent to the Steering Committee.

STAFF RECOMMENDATION:

Approve Resolution No. 2024-100R

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2024-100R - Oncor 2024 OCSC Assessment & Invoice
2. OCSC 2023 Year in Review
3. OCSC Master List of Members - July 2023
4. 2024 OCSC Invoice-Roanoke
5. Memo to Steering Committee Re 2024 OCSC Membership Assessment Invoice

RESOLUTION NO. 2024-100R

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

- WHEREAS, the City of Roanoke is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS, the City is a member of the Steering Committee; and
- WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS, the Steering Committee at its December 2023 meeting set a budget for 2024 that compels an assessment of ten cents (\$0.10) per capita; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Roanoke and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 23rd day of January, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Roanoke, Texas.

Carl E. Gierisch, Jr.
Mayor

ATTEST:

April S. Hill
City Secretary

APPROVED AS TO FORM:

Jeff Moore
City Attorney

2023 OCSC Newsletter

Steering Committee of
Cities Served by
Oncor

2023 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2023 events and looks ahead to 2024.



2023 RATE CASE NEWS

Oncor Rate Request Cut by Quarter Billion Dollars ***OCSC Represents Consumer Interests in Rate Case***

An order cutting Oncor's annual revenues by \$13 million — or .2 percent — received final Public Utility Commission authorization on August 24, 2023.

In a rate case filed in May 2022, the Dallas-based utility initially sought a \$251 million revenue increase, or 4.5 percent over its 2021 test year revenues of \$5,560,081,218. The administrative law judge hearing the case rejected that proposal with an initial Proposal for Decision ("PFD") adopted on April 6 and then the Commission reversed several findings in its Order on Rehearing adopted on June 30. In an August 24 vote, the Commission declined to extend the timeline for further consideration of the case.

As a result of the PUC's decision, Oncor has had its initial rate request slashed by more than a quarter-billion dollars. The PUC's decision will also lead to smaller bill increases for customers than they otherwise would have experienced under the company's initial proposal. The Steering Committee of Cities Served by Oncor ("OCSC") participated in the rate case on behalf of the cities in its coalition and their citizens.

Details

Oncor in a May 13, 2022, rate-case filing initially

sought a \$5,810,772,332 revenue requirement based on a 7.05 percent overall rate of return. The administrative law judge's PFD from April 6 would have decreased the utility's revenues by \$247 million, or by 4.4 percent.

However, the PUC's June 30 Order on Rehearing modifies that earlier PFD and will award the company a 6.65 percent rate of return on a \$5,547,515,324 revenue requirement. The approved revenue requirement represents a .2 percent reduction from the company's 2021 test year revenues of \$5,560,081,218.

Despite the utility's revenues remaining nearly unchanged under the order, residential customers nonetheless will see a bill increase because of the approved class cost-allocation methodology.

More specifically, an average residential customer would have experienced a \$7.22 monthly increase under the company's filed rate case, and Oncor would have benefited from an 11.2 percent increase in residential class revenues. Under the adopted Order on Rehearing, an average residential customer will experience a \$3.10 increase in monthly bills, and the company will benefit from a 6.1 percent increase in residential class revenues, according to an analysis by OCSC.

The Commission in its June 30 Order also agreed with an earlier recommendation by an administrative law judge that disallowed the utility's requested recovery of \$23.5 million from rate base. The PUC likewise agreed with the administrative law judge disallowing Oncor's requested annual amortization of \$851,000 for costs associated with an acquisition adjustment.

However, the PUC reversed an administrative law judge's determination that Oncor should not recover any costs associated with its investments in temporary emergency electric energy facilities. The administrative law judge previously concluded that Oncor did not comply with the competitive bidding requirements and that its use of mobile-generation units exceeded the limited purposes permitted under law. The PUC disagreed with both conclusions.

Oncor provides transmission and distribution services to approximately 13 million customers and interconnects approximately 3.8 million homes and businesses in Texas. Its service area covers more than 54,000 square miles, extending from the Red River to just north of Austin, and includes much of east Texas, west Texas, and parts of the Panhandle. Oncor owns, operates, and maintains more than 140,000 circuit miles of transmission and distribution lines and more than 1,100 substations and switching stations.

More information concerning this rate case can be found on the PUC website, under Docket No. 53601. Oncor's previous base-rate case was filed on March 17, 2017, in Docket No. 46957.

Other 2023 Oncor Rate Filings and Regulatory News

Energy Efficient Cost Recovery Factor Filing (55074)

On May 31, 2023, Oncor filed an application to establish its Energy Efficiency Cost Recovery Factor (EECRF) for the upcoming 2024 year. OCSC intervened in the case and identified aspects of the requested increase that were unreasonable based on Oncor's previous use of its EECRF budget.

In its original filing, Oncor sought a 2024 EECRF of \$72,399,769. After settlement negotiations, Oncor agreed to reduce its request by \$125,000.

The PUC approved the settlement on Sept. 14, 2023. More information can be found on the PUC website under Docket No. 55074.

Oncor Files Two 2023 DCRFs; PUC Rejects Hearings (55190, 55525)

On June 29, 2023, Oncor Electric Delivery Company filed a Distribution Cost Recovery Factor ("DCRF") application to increase its distribution revenues by \$152,777,465. The PUC approved the application on November 3, but with \$268,528 transmission expenses removed. With that modification, Oncor's authorized DCRF application will allow the utility to recover an additional \$152,508,937 from customers on an annual basis. The DCRF charge on residential bills associated with this DCRF filing will be .002847 per kilowatt hour, or about \$3.70 monthly for a customer using 1,300 kilowatt hours. More information can be found about the DCRF in PUC Docket 55190.

On September 15, Oncor submitted a second DCRF application for 2023. Under it, the utility seeks to increase its distribution revenues by another \$56,536,428. However, under a settlement agreement with the Oncor Cities Steering Committee and others, the utility agreed to reduce its recovery by \$3 million. The DCRF charge on residential bills under the revised agreement will be .002491 per kilowatt hour, or about \$3.24 monthly for a customer using 1,300 kWh monthly.

On Dec. 14, 2023, the PUC approved the settlement in the second DCRF, which can be found under PUC Docket 55525. The combined new DCRF charge (with changes from both 55190 and 55525) will be .005338, or about \$6.94 for a customer using 1,300 kWh monthly.

PUC Commissioner: No Right to Hearings in DCRF Cases

In a discussion of the second DCRF on Nov. 30, PUC commissioners agreed unanimously that parties have no right to hearings in DCRF proceedings. Chair Kathleen Jackson said she came to this conclusion because of the Legislature's adoption of Senate Bill 1015 in 2023 that includes a 60-day deadline for consideration of DCRF cases. Jackson further explained that since DCRF proceedings are interim rate adjustments, the opportunity for a hearing will occur in the next base rate proceeding. More information can be found in Docket 55525.

Oncor to Pay Penalty for Reliability Violations (55804)

Oncor will pay \$322,000 in penalties for repeated service and quality violations, under a 2023 settlement agreement.

The agreement, which Public Utility Commission staff posted on November 30, still requires approval by agency commissioners. Under it, Oncor agrees that it committed multiple violations of the PUC's service and quality standards during 2020 and 2021. Each of the violations pertained to the agency's System Average Interruption Duration and System Average Interruption Frequency Indexes, or "SAIDI" and "SAIFI," respectively.

By way of background, SAIFI measures the average number of service interruptions per customer — a figure calculated by summing the number of customers interrupted for each event and dividing that figure by the total number of customers. SAIDI, meanwhile, measures the average interruption time on a per-customer basis, and is expressed in minutes. All else equal, lower SAIDI and lower SAIFI scores represent better reliability.

However, according to the Nov. 30 proposed settlement agreement, Oncor exceeded average SAIDI and SAIFI scores by more than 300 percent on multiple occasions and on multiple feeders. Oncor gave varied reasons for the violations — on some occasions, the company blamed high-wind events and lightning strikes. On others, the company cited incidents involving public vehicles, such as trucks striking overhead lines.

Meanwhile, PUC staff, said that "Oncor's failure to maintain reliable electric distribution service presents a hazard to the health and safety of its customers.

"The most immediate health and safety risk is borne by customers who rely on electricity-dependent medical equipment, such as breathing machines and battery-powered mobility devices," the staff continued in its Nov. 30 PUC filing. "However, extended service interruptions during periods of extreme temperatures pose a risk to the health of all customers, especially those who may be elderly, sick, or otherwise vulnerable to prolonged exposure to hot or cold temperatures."

More information can be found on the PUC website, under Docket No. 55804.

2023 ERCOT NEWS

ERCOT Approves Fee Increase

ERCOT's budget will grow 40 percent in 2024 — adding nearly \$119 million to its current \$287 million budget, under newly authorized spending projections.

Much of the increase will come from a 13.5 percent increase in the System Administration Fee on wholesale energy — or from 55 cents per megawatt hour to 63 cents. The PUC approved the change on Nov. 2 on a 4-0 vote, after two hours of deliberation.

The grid operator initially sought a 71-cent fee, and then revised its request downward to 69 cents per mWh. But even that revised request received pushback from commissioners. "I asked (ERCOT) the question, 'Is there anything on your wish list that you didn't put in here?' And the answer was no... That tells me there's not a lot of budget scrutiny," Commissioner Jimmy Glotfelty said at the Nov. 2 meeting.

ERCOT will begin collecting the higher fee in January, and it will remain in effect through at least 2025. ERCOT CEO Pablo Vegas has said the organization likely will not seek another increase prior to 2028.

ERCOT, also known as the Electric Reliability Council of Texas, does not charge the System Administration Fee directly to end-user bills, but to middlemen in the

wholesale electricity market. Even still, a typical residential customer could expect to pay about \$1.20 per month downstream because of the ERCOT charge and the proposed increase.

The System Administration Fee finances most ERCOT operations, and, with the adoption of proposed adjustments, will account for \$330 million of the organization's \$424 million in 2024 revenue, according to

ERCOT Board Members Pay Nearly Doubles

ERCOT board members had their pay nearly doubled under a PUC order that becomes effective in July 2023.

Approved by the PUC during the previous month, the change increased base compensation for ERCOT board members from \$87,000 per year to \$160,000. In addition, the PUC approved increases in supplementary compensation for the board chair, board vice chair and for ERCOT committee chairs. Under the changes, the board chair's supplementary pay goes from \$12,800 to \$35,000; the vice chairs' supplemental pay goes from \$7,500 to \$15,000; and the supplemental pay for ERCOT committee chairs goes from \$5,600 to \$25,000.

ERCOT, in requesting the increases, said that compensation levels for board members have remained unchanged for almost 11 years.

Heat Wave Prompts Record Demand on ERCOT Grid

Power demand hit record highs inside ERCOT on at least a dozen occasions during the summer of 2023, with residential consumers and businesses cranking up their air conditioners for hours on end.

However, ERCOT, also known as the Electric Reliability Council of Texas, maintained sufficient resources to meet demand. ERCOT manages the electricity grid for about 90 percent of the state's power load.

In descending order, some of the peak usage records broken include the 85,435 megawatts consumed on August 10; the 83,961 MW consumed on August 9; the 82,539 megawatts consumed on July 18; the 81,911 megawatts on July 17; the 81,406 megawatts on July 13; and the 81,351 megawatts on July 12. One megawatt can power around 200 U.S. homes on a hot summer day.

Last summer, ERCOT consumers set 11 peak demand records.



Texas Gets Federal Money for ERCOT Grid

In 2023, the federal government allocated \$60.6 million to be directed to electric utilities in Texas to strengthen power grid infrastructure.

The U.S. Department of Energy announced the grant awards on July 6, explaining that the funding is intended to help the state's power grid withstand extreme weather events.

"These grants will help modernize the electric grid to reduce impacts of extreme weather and natural disasters while enhancing power sector reliability," U.S. Secretary of Energy Jennifer Granholm said in a statement.

State emergency officials will develop parameters for how to use the money, according to media reports. *The Texas Tribune* reports that the funding could go toward programs such as trimming trees around power lines or improving how equipment functions in extreme heat or cold.

Texas policymakers have focused various legislative and regulatory initiatives on grid dependability ever since the winter outages of 2021 that led to several hundred deaths.

PUC Commissioner, ERCOT Market Monitor Resign

Two key figures overseeing the state's power grid — Public Utility Commissioner Will McAdams and ERCOT Independent Market Monitor Carrie Bivens — submitted their resignations in 2023.

McAdams was first appointed to the PUC after Winter Storm Uri that left millions without power. He resigned from the commission effective in December.

The PUC on Nov. 9 also confirmed that Carrie Bivens, the independent market monitor for the Texas grid,

would be resigning. Her departure came shortly after she raised questions about the potential billion-dollar-plus cost of a new ancillary service — the ERCOT Contingency Reserve Service — approved by the Public Utility Commission.

Ms. Bivens is an employee of Virginia-based Potomac Economics, which currently holds the Independent Market Monitor contract for Texas. However, that contract is set to expire soon, and the PUC recently has issued a Request for Proposal for a new contract term.

88th Texas Legislature Recap: Electric Legislation

Before adjourning *sine die* on May 29, 2023, lawmakers of the 88th Regular Session of the Texas Legislature considered hundreds of bills that relate to electric and gas issues — including many filed in response to the devastating winter storm of 2021. Below we describe the final outcomes of some of the major bills relating to electricity issues, with descriptions of bills that passed and those that didn't.

Adopted Legislation

Bills relating to significant electricity issues that **received approval** during the 88th Regular Session include:

- **HB 1500**, by Rep. Justin Holland and Sen. Charles Schwertner, is the PUC, OPUC and ERCOT "Sunset" bill. **Many recommendations submitted by city groups such as the Steering Committee of Cities Served by Oncor ("OCSC") in advance of this year's session and prior ones were included in the final, adopted version of HB 1500.** These include requirements for a more deliberative process by the PUC for issuing directives to ERCOT; the creation of a cost cap on the expensive and unproven Performance Credit Mechanism market overhaul endorsed by the PUC; protections against the potential misuse by generators of Voluntary Mitigation Plans; and an increased penalty cap for market manipulation violations. The contents of several Senate bills that otherwise failed during the 88th Texas Legislature likewise made it into the final, adopted version of HB 1500. This included language from Senate Bill 1287, by Sen. Phil King, to cap ERCOT system interconnection costs,

with costs over the cap borne by the interconnecting generator and not ratepayers; and language from SB 7, by Sen. Charles Schwertner, that (among other things) establishes a new Ancillary Service for dispatchable generation resources that can remain operational for at least four hours.

- **SB 2627**, by Sen. Schwertner and Rep. Carol Alvarado, will allocate \$5 billion in tax dollars to create a low-interest loan program to incentivize building new generation facilities. The legislation likewise finances construction completion bonuses for and provides funding for system hardening in non-ERCOT areas.
- **SB 1015**, by Sen. Phil King and Rep. David Spiller, allows electric utilities to make Distribution Cost Recovery Factor (DCRF) filings twice per year (as opposed to current law that limits filings to once a year). **At the urging OCSC and the Texas Coalition for Affordable Power (“TCAP”), a separate city group, lawmakers removed a provision that would have limited city regulatory oversight over DCRF proceedings and made other improvements to this legislation.**
- **SB 1016**, by Sen. King and Rep. Jay Dean, creates a presumption in a utility rate proceeding that employee salaries and benefits are reasonable if based on a compensation study no more than three years old.
- **SB 2011**, by Sen. Schwertner and Rep. Shelby Slawson, raises the cap on enforcement penalties on ERCOT market manipulation violations from \$25,000 per violation per day to \$1 million per violation per day. It also requires more frequent updating of voluntary mitigation plans.

Failed Legislation

Bills relating to significant electricity issues from the 88th Regular Session that failed to become law include:

- **HB 3042**, by Rep. David Spiller, and **SB 1889**, by Drew Springer, relate “to the consideration of the proportion of long-term debt and equity capitalization in establishing the rates of electric utilities.” These companion bills would have modified rules for the calculation of debt and equity ratios for electricity ratemaking purposes — but to the detriment of ratepayers. **TCAP, OCSC and another city group, the Atmos Cities Steering Committee (“ACSC”), opposed this legislation.**
- **SB 1291**, by Sen. King, would have undermined the ability of municipalities to receive reimbursement for participating in electric utility rate cases. **TCAP, OCSC and ACSC opposed this legislation.**
- **SB 6**, by Sen. Schwertner, called for the creation of a multi-billion-dollar taxpayer-funded program to finance the construction of backup generation. A similar bill, **SB 1377** by Sen. Tan Parker, also failed to win approval.
- **SB 2010**, by Sens. Charles Schwertner and Phil King, related “to required reporting by the wholesale electric market monitor for the ERCOT region.” The Legislature adopted it on May 18. The governor vetoed it a month later. Had SB 2010 taken effect, it would have required the PUC to submit to the Legislature an annual report describing incidences of ERCOT market abuse during the previous 12 months. According to media reports, the bill was among dozens that the governor axed as part of his strategy to break an impasse over property tax legislation.

2024 OCSC Meetings

March 5
June 6—Virtual
September 12
December 12—Virtual

OCSC Officers

Chair—Paige Mims
Vice Chair—Don Knight
Secretary—Lupe Orozco
Treasurer—David Johnson

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com

OCSC Master List of Members (169 Total)

1. Addison	49. Edgecliff Village	97. Lamesa	145. Snyder
2. Allen	50. Ennis	98. Lancaster	146. Southlake
3. Alvarado	51. Eules	99. Lavon	147. Springtown
4. Andrews	52. Everman	100. Lewisville	148. Stephenville
5. Anna	53. Fairview	101. Lindale	149. Sulphur Springs
6. Archer City	54. Farmers Branch	102. Lindsay	150. Sunnyvale
7. Argyle	55. Fate	103. Little River Academy	151. Sweetwater
8. Arlington	56. Flower Mound	104. Malakoff	152. Temple
9. Azle	57. Forest Hill	105. Mansfield	153. Terrell
10. Bedford	58. Forney	106. McKinney	154. The Colony
11. Bellmead	59. Fort Worth	107. Mesquite	155. Trophy Club
12. Belton	60. Frisco	108. Midland	156. Tyler
13. Benbrook	61. Frost	109. Midlothian	157. University Park
14. Beverly Hills	62. Gainesville	110. Murchison	158. Venus
15. Big Spring	63. Garland	111. Murphy	159. Waco
16. Breckenridge	64. Garrett	112. New Chapel Hill	160. Watauga
17. Bridgeport	65. Glenn Heights	113. North Richland Hills	161. Waxahachie
18. Brownwood	66. Grand Prairie	114. Northlake	162. Westover Hills
19. Buffalo	67. Granger	115. O'Donnell	163. Westworth Village
20. Burkburnett	68. Grapevine	116. Oak Leaf	164. White Settlement
21. Burleson	69. Gunter	117. Oak Point	165. Wichita Falls
22. Caddo Mills	70. Haltom City	118. Odessa	166. Willow Park
23. Cameron	71. Harker Heights	119. Ovilla	167. Wilmer
24. Canton	72. Haslet	120. Palestine	168. Woodway
25. Carrollton	73. Henrietta	121. Pantego	169. Wylie
26. Cedar Hill	74. Hewitt	122. Paris	
27. Celina	75. Highland Park	123. Parker	
28. Centerville	76. Honey Grove	124. Plano	
29. Cleburne	77. Howe	125. Pottsboro	
30. Coahoma	78. Hudson Oaks	126. Prosper	
31. Colleyville	79. Hurst	127. Ranger	
32. Collinsville	80. Hutchins	128. Red Oak	
33. Colorado City	81. Hutto	129. Rhome	
34. Comanche	82. Iowa Park	130. Richardson	
35. Commerce	83. Irving	131. Richland Hills	
36. Coppell	84. Jolly	132. River Oaks	
37. Copperas Cove	85. Josephine	133. Roanoke	
38. Corinth	86. Justin	134. Robinson	
39. Cross Roads	87. Kaufman	135. Rockwall	
40. Crowley	88. Keene	136. Rosser	
41. Dallas	89. Keller	137. Rowlett	
42. Dalworthington Gardens	90. Kemp	138. Royse City	
43. De Soto	91. Kennedale	139. Sachse	
44. DeLeon	92. Kerens	140. Saginaw	
45. Denison	93. Killeen	141. Sansom Park	
46. Duncanville	94. Krum	142. Seagoville	
47. Early	95. Lake Worth	143. Seymour	
48. Eastland	96. Lakeside	144. Sherman	

City of Arlington, c/o Oncor Cities
Steering Committee
Attn: Brandi Stigler
101 S. Mesquite St., Ste. 300
MS # 63-0300
Arlington, TX 76010

Invoice

Date	Invoice #
1/9/2024	24-122

Bill To
City of Roanoke

Item	Population	Per Capita	Amount
2024 Membership Assessment	10,628	0.10	1,062.80
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010		Total	\$1,062.80

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor
FROM: Molly Shortall, Chair
DATE: January 8, 2024
RE: **Action Needed – 2024 Membership Assessment Invoice**

Enclosed please find the 2024 Steering Committee of Cities Served by Oncor (“Steering Committee”) membership assessment invoice and draft resolution. These items are discussed below. We ask that your city please take action on the membership assessment as soon as possible.

Although the Steering Committee does not require that your city take action by resolution to approve the assessment, some members have requested a resolution authorizing payment of the 2024 membership assessment. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the Steering Committee participation agreement.

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*. If you have any questions, please feel free to contact me at (817-459-6878) or Thomas Brocato (tbrocato@lglawfirm.com, (512/914-5061)).

Membership Assessment Invoice and Resolution

The Steering Committee is the most active consumer group advocating the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution (*i.e.*, wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC (“Oncor”).

The work undertaken by the Steering Committee has saved cities and ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice before the Public Utility Commission of Texas (“Commission” or “PUC”), ERCOT, the Legislature, and in the courts, the Steering Committee must have your support. The membership assessment is deposited in an account which funds Steering Committee activities.

Currently, the Steering Committee is involved in numerous rulemakings and projects at the PUC. The Steering Committee expects to participate in Oncor’s Rate Case and Energy Efficiency Cost Recovery Factor (“EECRF”) proceedings later this year.

On December 7, 2023, the Steering Committee approved the 2024 assessment for Steering Committee membership. Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2024 is a per capita fee of \$0.10 based upon the population figures for each city shown in the latest TML Directory of City Officials. The enclosed invoice represents your city’s assessment amount.

To assist you in the assessment process, we have attached several documents to this memorandum for your use:

- OCSC 2023 Year in Review
- Model resolution approving the 2024 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Steering Committee members
- 2024 Assessment invoice
- 2023 Assessment invoice and statement (only if not yet paid)
- Blank member contact form to update distribution lists



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Phone System Project

MEETING DATE: January 23, 2024

DEPARTMENT: Administration

ITEM SUMMARY:

Consider approval of a contract between the City of Roanoke and Ring Central to implement a new phone system.

INFORMATION:

This project includes costs for moving the entire City to a new cloud-based phone system as well as one-time implementation services. The new phone system will include many more features than the current system.

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The implementation services are a one time cost of \$13,950. The cost for the phones and service subscription is \$3,642.38 monthly. This is approximately \$1,000 less per month than what we are currently paying with our current phone provider. This project was budgeted and approved for fiscal year 2024.

ATTACHMENTS:

1. RC Agreement (City of Roanoke) - Implementation Services SOW 4.12.23 (1) (1) (4)
2. City of Roanoke (Roanoke, US)_United States_01-17-2024_RingCentral_[Commercial MSA]

RingCentral Professional Services Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("**RingCentral**"), and City of Roanoke (Roanoke, US) (the "**Customer**") on this _____, ____ (the "**SOW**"). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the "MSA"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer:	City of Roanoke (Roanoke, US)
Quote/SOW Number:	U2023-02845884
Labor Cost:	\$13,950.00 USD

SOW Expiration: This SOW, and all applicable pricing related to it, shall expire if the SOW is not fully executed by both Parties by 1/31/2024. Stated rates are only applicable for this offer and subject to change upon expiration.

Multiphase Project – Per Milestone

Milestones will be jointly agreed during the project plan creation.

Phase Name	SOW Detail	Phase Total (USD) Excluding taxes & fees
Core Migration Remote 1 NRA	136 Users 1 Admin Basics Training 1 User Basics Training	\$13,950.00 Users that deploy in a given month will be invoiced on a monthly basis. Any users listed in this SOW that are not deployed will be invoiced at the stated implementation rate upon Project Completion. \$13,950.00

If applicable, the following activities shall be performed at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

Version: 2-27-23

1. **General**

1.1. Assignment of a designated Project Manager (“PM”) – For a period of up to 12 weeks the RingCentral PM will act as Single Point of Contact for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- i. Internal and external kickoff session hosted by RingCentral
- ii. Creation and management of project governance, to include
 - a. Project plan and Schedule
 - b. Communication plan, resource plan, escalation plan, change plan, test plan
 - c. Action and risk register
- iii. Completing resource assignment and scheduling in alignment with project schedule
- iv. Set up of project documentation and timelines in collaboration with designated Customer Single Point of Contact
- v. Identifying, communicating, and mitigating project risks and issues
- vi. Alignment of scope of services with customer expectations during kickoff
- vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs
- viii. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable
- ix. Completing scoped migration and go live support; and
- x. Performing closure procedures at the conclusion of project activities

2. **RingCentral Office Planning and Design**

2.1. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”)

RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer at the beginning of the project and will consist of structured planning activities to support locations and users identified in the table below:

Scope	Counts
Remote/On-site Project Duration in Months	Up to 3
Network Assessments	Up to 1
Users	Up to 136
Sites / User Groups with Duplicated Call flows (*)	Up to 3
Sites / User Groups with Unique Call flows (**)	Up to 3

- i. RingCentral has included up to two (2) Planning and Design session(s) with this project delivery. Customer will provide required data over the period defined in Section 1, commencing with a single data collection session, and contribute to the universal design documentation across all lines of business / business units. Additional data collections are available to the

- customer for further breakout via change request at an additional expense if data collection needs to take place for additional locations.
- ii. Additional data collections are available to the customer for further breakout via change request at an additional expense if data collection needs to take place by country or user group
 - iii. Details within the data collection include:
 - a. Customer Site Information
 - b. User Upload
 - c. Data collection for End-User and Administrator Training
 - d. Porting data
 - e. Unique call flow(s)
 - a. Configuration of one (1) main number
 - b. Up to 5 custom rules per main number
 - c. Up to 2 menus (IVR) per main number
 - d. A combination of up to eight (8) call queues & ring groups per main number
 - f. Duplicate Call flow(s)
 - a. Consists of a replica of a unique call flow with the exception of phone numbers, extensions, and users within call queues & ring groups
 - g. Roles and Permissions
 - h. Delivery Overview
 - i. BRD completion
 - iv. The fully reviewed BRD is signed off by Customer's Project Manager and RingCentral's Project Manager prior to moving to deployment.
 - a. Material changes to the BRD made after mutual execution are available to the customer via change request
 - v. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

2.2. Network Readiness Assessment

- i. RingCentral will provide the Customer with one (1) assessment of the Customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the Customer's firewall (edge).
- ii. RingCentral's Network Engineer will provide the following:
 - a. RingCentral Network Requirements Documentation
 - b. Satellite installation guide
 - c. Assistance with satellite installation
 - d. Document and share results of network assessment for Customer reference
- iii. Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project.
- iv. Additional network assessments or consultations are available to the Customer via an executed Change Order and will result in additional fees
 - a. This may include additional ISP links or sites.

3. RingCentral Office Build

3.1. RingCentral User Interface (“UI”) Single Phased Build Out

- i. RingCentral will remotely configure the following parameters in the system (“UI Build Out”) based on the specifications agreed to between the parties in the BRD.
 - a. Up to 136 users
 - b. Up to 3 locations
 - c. Setup to support required Call Flows by site or user groups
 - d. Setup a maximum of ten (10) Call Queue or Ring Groups
[Including up to ten (10) users for standard Report access, if applicable]
- ii. Customization is available to the customer at an additional cost via executed Change Order
- iii. Substitute Caller ID (Spoofing) configuration is not included. It is available at an additional cost via executed Change Order.

4. RingCentral Delivery Services

4.1. Remote Delivery and Go Live Services

- i. RingCentral will provide remote go live services to complete the following:
 - a. Delivery resource during remote Go Live as defined in Appendix B
 - b. Document open issues in action log
 - c. Transition into support services
 - d. Perform closure procedures at the conclusion of project activities
- ii. Customer responsibilities:
 - a. Customer is responsible for handset placement at locations listed in Appendix B
 - RingCentral to provide instructions and best practices for handset placement, test, and endpoint registration
 - b. Customer is responsible for decommission and disposal of any legacy equipment

5. RingCentral Training Services

5.1. RingCentral Online Product Training

- i. The following training resources are available to the customer for learning the RingCentral MVP product
- ii. Standard RingCentral product training includes:
 - a. Get Started videos and quick guides, available at <https://support.ringcentral.com/get-started.html>.
 - b. Online training for users and administrators, available at RingCentral University – university.ringcentral.com.
 - c. Free Webinars, live and on-demand, available at go.ringcentral.com/ringcentral-university-webinars.html.
- iii. For a list of paid instructor-led training courses offered, and detailed course descriptions, review the Live Training Catalog at university.ringcentral.com
- iv. For information on how to purchase additional training (Remote and On-site Instructor-led Courses), please contact your account representative or your client partner

5.2. Admin Training – RingCentral Professional Services will provide resources to complete the following:

- i. A single session of up to two (2) hours of remote admin training to be provided by a RingCentral University Training Specialist
- ii. Sessions cover the following:
 - a. Building, activating, disabling, and deleting users
 - b. Managing user settings with role, templates, and User groups (if applicable)
 - c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance
 - d. Managing phones and numbers including assisted provisioning
 - e. Call flow management
 - f. Reports and call logs; and
 - g. Familiarization with Support/Training/Help resources
- iii. Session recordings included at no additional cost
- iv. Online, self-service end user training at RingCentral University included at no additional cost
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- v. Custom end user training, documentation, and videos available at an additional cost via change request
- vi. Additional end user sessions are available to the customer via Change Request at an additional charge
- vii. Customer agrees that cancellation of confirmed training, in writing, within 24 hours of the training date/time will release RingCentral's obligation to deliver the training
 - a. Rescheduling of the cancelled training will be at RingCentral's discretion and shall not delay execution of the Professional Services Project Completion Form
- viii. Customer will have up to 90 days from time of SOW completion to complete training

5.3. End User Training - RingCentral Professional Services will provide resources to complete the following:

- i. Any combination of the following one (1) hour remote end user training sessions for a total of up to number (1) session(s) to be provided by RingCentral University Training Specialist:
 - a. Standard End User
 - b. Train the Trainer (Standard End User)
 - c. Exec Assistant/Front Desk
- ii. Session recordings included at no additional cost
- iii. Online, self-service end user training at RingCentral University included at no additional cost
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- iv. Custom end user training, documentation, and videos available at an additional cost via change request
- v. Additional end user sessions are available to the customer via Change Request at an additional charge
- vi. Customer agrees that cancellation of confirmed training, in writing, within 24 hours of the training date/time will release RingCentral's obligation to deliver the training
 - a. Rescheduling of the cancelled training will be at RingCentral's discretion and shall not delay execution of the Professional Services Project Completion Form
- vii. Customer will have up to 90 days from time of SOW completion to complete training

6. Testing

6.1. Quality Assurance Testing

- i. RingCentral will perform quality assurance following final configuration prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)

6.2. UAT Assumptions

- i. During UAT, the Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed design documentation
- ii. Customer will define the UAT scenarios or stories by phase and the mutually agreed criteria is recorded as an Appendix in the design documentation prior to mutual execution as the document of record
 - a. If UAT scenarios are not specified by the Customer, then work is deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing
- iii. Customer resources participating in UAT must complete all pre-recorded online training sessions for agent, supervisor, and/or admin related to their job role prior to starting UAT
 - a. RingCentral Implementation Engineer may provide up to one (1) hour of additional guided training to UAT participants, as requested by the Customer, specific to the test criteria
- iv. The outcome of all UAT scenarios are documented by the Customer in a written format and provided to RingCentral at completion of testing
 - a. Any variation in expected results (errors, flaws, failures, adjustments) are provided in writing to the RingCentral Project Manager for review and resolution
 - b. RingCentral will provide an expected variation resolution date and submit back to the Customer for additional testing
- v. Upon completion of all UAT scenarios, the Customer will submit final written completion of testing to RingCentral prior to scheduling go live
 - a. RingCentral will append the design document output to include completed UAT criteria in the final published output document

6.3. UAT Requirements

- i. Customer and RingCentral will enact a mutual software / code freeze prior to start of QA and UAT
- ii. Customer shall perform UAT within seven (7) calendar days of application handoff from RingCentral for any Deliverables, unless otherwise mutually agreed by the parties considering the nature or scope of the Deliverable in writing prior to start of testing
- iii. Any Customer changes in software or code following written UAT completion resulting in new application behaviors may result in additional charges to the Customer via Change Request for troubleshooting and issue resolution
- iv. Additional days of UAT support are available to the Customer via Change Request at an additional charge

7. **Optional Services** – During the course of the project, additional services may be ordered by Customer via the Change Order process as described in Section 17, as per the rates outlines in Appendix E.

8. Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

- i. The customers LAN/WAN infrastructure
- ii. Network minimum requirements for RingCentral as a Service model
 - a. Quality of Service (QoS) configuration
 - b. Firewall or Access Control List (ACL) configuration
 - c. Power over Ethernet (POE) port activation / configuration
- iii. SMS Campaign Registration (TCR) <https://www.ringcentral.com/tcr>
- iv. Configuration and software installation on customer PCs
- v. Decommission and disposal of any legacy equipment
- vi. Customizations on individual User endpoints, or phone settings (as defined in section 3.1.v)
- vii. Provide work space for RingCentral on-site personnel (as scoped)
- viii. Overhead paging
- ix. Postage Machines
- x. Credit Card or Point of Sale (POS) Machines
- xi. Door buzzer or Automatic Door Controller
- xii. Third party SIP phones
- xiii. Headsets
- xiv. Analog Devices such as fax machines
- xv. Third party Applications
- xvi. Input Registered E911 Address and location information to Service Web
 - a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate
 - b. For more information, please refer to Appendix D

9. Hours of Operation - Standard Service Hours

- i. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local time, Monday-Friday, excluding holidays (“Standard Service Hours”)
- ii. Work requested and performed outside Standard Services Hours will be subject to overtime charges via executed Change Order

10. Customer’s Telephone Number Porting

- i. The Customer is responsible for authorizing the telephone number porting by RingCentral
- ii. RingCentral shall provide guidance on porting data collection and shall assist with submission of porting request(s)
- iii. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers
- iv. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each site or migration / go live event:

- a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmission per location or ninety (90) days from submission, whichever occurs first
 - Any additional port rejections will be the responsibility of the Customer
 - Customer shall provide RingCentral all appropriate Letters of Authorization (“LOA”s), billing information, and authorized signer for each location
 - Porting submissions will include numbers mapped to correct route as “company” numbers or Direct Dial phone numbers
- b. The RingCentral Project Manager shall assist the Customer with submitting porting requests up to ten (10) business days following the final migration / go live event, unless otherwise mutually agreed between the parties
 - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
 - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
 - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
 - Any additional support required after the ten (10) day period can be obtained via a change order
- c. Porting outside of project follows RingCentral Numbering Policy
 - <https://www.ringcentral.com/legal/policies/numbering-policy.html>

11. Professional Services Completion - This SOW identifies the specific criteria required for the completion of each Project Phase (“Completion Criteria”). Upon RingCentral’s completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW and the Master Services Agreement.

12. Payment

- i. Invoicing and Payment of Professional Services fees. All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each Project Phase identified in the Project Phasing Table. Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears.
- ii. Service Expenses. Customer agrees to reimburse RingCentral for its reasonable fixed travel, meal, and lodging expenses incurred in connection with any Site Visit (“Service Expenses”). Travel, meal, and lodging expenses will be invoiced upon completion of each Project Phase. Upon written request, RingCentral will provide sufficient supporting information for any Service Expenses invoiced.

13. Termination

- i. Termination. Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.
- ii. Effect of Termination. If this SOW, or a Project Phase, is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:
 - a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
 - b. all applicable Service Expenses incurred; and
 - c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.

14. Delays and Changes

- i. Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**,") per the sample attached in Appendix C, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties
- ii. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees
- iii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees

15. Project Phasing

- i. The Professional Services may be delivered in one or more phases as set forth in this SOW
- ii. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases")
- iii. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase
- iv. Each Project Phase will be billed upon notification of phase completion, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable

IN WITNESS WHEREOF, the Parties have executed this Statement of Work below through their duly authorized representatives.

Customer

City of Roanoke (Roanoke, US)

By: _____

Name: _____

Title: _____

Date: _____

RingCentral

RingCentral, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Appendix A
Planning and Design Location

Planning and Design Location Address(s):	Up to # of Users
Remote	170

Appendix B

Site	Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days On-Site	Rate per Site
3	TBD	170	Remote	N/A	N/A	N/A

Appendix C Change Order Form for Implementation Services

This Change Order is subject to the SOW by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget.

Effective Date of SOW:			
Project Name:	Request Date:	PO Number:	Quote Number:
Customer Name:	Requested By:	Requestor Phone:	Requestor email:

Customer Address:

Specific Details Explaining the Change:

Change 1

Quantity:	Description:	Professional Services Cost:
Change Order Total:		

Impact on Project Timeline and Scheduled Delivery Date:

Impact on SOW Pricing:

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the “**Effective Date**”).

Customer

RingCentral

By:
Signed: __SAMPLE ONLY__
Title: _____
Date: _____

By:
Signed: __SAMPLE ONLY__
Title: _____
Date: _____

Appendix D

Registration of Address and Notification Information – Emergency Dialing.

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

- I. **Registered Address.** It is Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.
- II. **Emergency Notifications.** For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, [click here](#)). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.
- III. **Customer's Representation and Warranty.** Customer represents and warrants that the registered addresses and emergency notification location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.

RingCentral Professional Services
Statement of Work for Professional Services
Appendix E
Optional Services

Additional Network Assessments	Additional P&D Sessions	Admin Training	User Training	Go Live Support (Onsite)	Training Support (Onsite)
\$1,000	\$1,800 per day / per resource	\$800 per Two-Hour session	\$400 per One-Hour session	\$1,800 per day / resource	\$1,800 per day / resource



INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”) and **City of Roanoke (Roanoke, US)** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral Office is now RingCentral MVP. All references to “RingCentral Office”, whether in terms of service, advertising or product descriptions, mean “RingCentral MVP”.

Customer

City of Roanoke (Roanoke, US)

500 South Oak Street
Roanoke, TX 76262
United States

Blake Gore
8174916097
bgore@roanoketexas.com

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: January 23, 2024

Initial Term: 36 Months

Renewal Term: 36 Months

Payment Schedule: Monthly

RingCentral MVP Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	100	\$21.00	\$2,100.00
DigitalLine Unlimited Advanced		\$16.50	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
DigitalLine Basic	40	\$17.00	\$680.00
DigitalLine Basic		\$12.50	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
Polycom VVX 450 Business IP Phone with 1 Expansion Module - Rental	8	\$12.00	\$96.00
Yealink W79P Cordless Phone with 1 Handset - Rental	1	\$12.00	\$12.00
Polycom VVX350 Business IP Phone - DaaS	135	\$5.50	\$742.50
Additional Local Number	12	\$0.99	\$11.88
Monthly Recurring Services*			\$3,642.38

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer agrees to provide RingCentral upon request, with a case study, press release/activity, blog post, written recommendation, video testimonial, public speaking opportunity or other similar public marketing activity which RingCentral is free to use in its reasonable discretion for marketing purposes.

Free Services Amount

Customer will receive 11,492.34 US Dollars (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. The Customer will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Add-on Services. RingCentral offers add-on services (where available), which are described at <https://www.ringcentral.com/legal/add-on-services.html>.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

City of Roanoke (Roanoke, US)

RingCentral

RingCentral, Inc.



By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Jonathan Leaf

Title: SVP Small Business

Date: _____



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with its Attachments, the “**Agreement**”) is made by and between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, (“**RingCentral**”), and City of Roanoke (Roanoke, US) located at the address set forth in the Order Form (“**Customer**”). RingCentral and Customer may be individually referred to as a “**Party**” or collectively as the “**Parties**.” This Agreement is effective as of the last date of signature below (“**Effective Date**”).

1. Provision of the Service

A. General Terms

The purchase, provision, and use of the Services is subject to the terms contained in this Agreement, the Order Forms, the Online Terms of Services, included at <https://www.ringcentral.com/legal/eulatos.html> (the “**Online Terms of Service**”), and the Service Attachments applicable to Customer’s Services. All these documents are hereby incorporated into and form a part of this Agreement. RingCentral may update the Online Terms of Services from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

Capitalized terms not defined in this Agreement have the meaning given to them in the Online Terms of Service.

2. Ordering and Term

A. Ordering Services

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Term of this Agreement

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

C. Services Term

The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the Initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

D. Service Attachments

In addition to the Service Attachments referenced in the Online Terms of Services, the Parties may agree to add additional Service Attachments to this Agreement.

Attachment A – RingCentral MVP Services

3. Invoicing and Payment

A. Prices and Charges

All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.

Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days’ written notice.

Outbound calling rates will be applied based on the rate then in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment

Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges.

Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date.

Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

4. Termination

A. Termination for Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. Effect of Termination

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 4(A), Customer will not owe any fees or charges for the Services in respect of any period subsequent to the date of such written notice (except those arising from continued usage before the cancelled Services are disconnected) and will be entitled to a pro-rata refund of any prepaid and unused fees for the cancelled Services being terminated.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 4(A), the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

C. Trial Period

Customer may terminate this Agreement with written notice to RingCentral at any time within sixty (60) days of the Effective Date. In the event of a timely termination, Customer shall not owe any fees or charges for the Services being provided in respect of any period subsequent to the date of such written notice (except those arising from continued Usage) and shall be entitled to a pro-rata refund of any prepaid and unused fees for the Services subject to the cancellation. All purchases are final after sixty (60) days.

5. Miscellaneous

A. Entire Agreement

The Agreement, together with any exhibits, Order Forms, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

B. Order of Precedence

In the event of a conflict between these documents, the following shall have precedence in interpretation: (a) the applicable Order Form; (b) any applicable Service Attachments; (c) this Master Services Agreement; and (d) the Online Terms of Service.

C. Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf

has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

D. Counterparts

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

IN WITNESS WHEREOF, the Parties have executed this Agreement below through their duly authorized representatives.

Customer

City of Roanoke (Roanoke, US)

RingCentral

RingCentral, Inc.



By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Jonathan Leaf

Title: SVP Small Business

Date: _____

ATTACHMENT A
SERVICE ATTACHMENT - RINGCENTRAL MVP SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral MVP Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingCentral MVP Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory

("Listing Information"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.
- B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. **RingCentral Global MVP or RingCentral Global Office.** RingCentral Global MVP (which is also known as RingCentral Global Office and references in the Service Description to Global MVP shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global MVP is available. Additional information related to Global MVP Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral's Global MVP for customers that subscribe to it.

- A. **Emergency Service Limitations for Global MVP.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global MVP is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global MVP countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
- B. **Global MVP Provided Only in Connection with Home Country Service.** RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global MVP Service in English; additional language support may be provided at RingCentral's sole discretion.
- C. **Primary Place of Use of Global MVP Service.** Customer represents and warrants that the primary place of use of the Global MVP Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. **Relationships with Local Providers.** In connection with the provision of RingCentral Global MVP Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer's Global MVP telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global MVP countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
- A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 2024- REIDC Type A Board Appointments

MEETING DATE: January 23, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint two (2) members to the Roanoke Economic and Industrial Development Corporation Type A, for a term expiring January 2026.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2024 - REIDC Type A Application - Lewis Rice
2. 2024 - REIDC Type A Application - Donald Glacy
3. REIDC Type A Application - Ernie Adams

DEC 04 2023

Eligible: Yes

BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: REIDC Type A BoardName: Lewis Rice Phone Number: _____

Address: _____

Employer: Self E-Mail Address: _____How long have you lived in Roanoke? 35 Years _____ MonthsAre you currently registered to vote in Roanoke? Yes ☒ No ☐

Please list any current or previous Board, Commission or Committee experience in the City of Roanoke or any other City:

2000 - Present: Charter member REIDC Type A Board2008 - Present: Roanoke Zoning Board of Adjustment

What qualifications and/or experience do you possess that would assist you in serving the City of Roanoke in this position?

City Council Ward 1 2007-2008, Planning & Zoning Commission1997-2007 Roanoke Home Rule Review Commission 2021, BlockCaptain Roanoke Roundup 2023

What do you think are the most important issues or problems facing the City of Roanoke?

Continued improvement to our streets and highways along
with upgrades to our parks & recreational facilities.

Why do you want to serve on this Board, Commission or Committee?

To utilize my accumulated experience for improvements
to our community

Please provide any additional information or comments that you feel may help the City Council make a better decision in selecting you to serve on this Board, Commission or Committee:

"If we have the attitude that it's going to be a great day
it usually is."Catherine PulsifierSignature: Lewis Rice Date: 11/20/23



RECEIVED

DEC 06 2023

Eligible: yes

BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: REIDC Type A boardName: Donald J. Glacy Phone Number: _____

Address: _____

Employer: Self E-Mail Address: _____How long have you lived in Roanoke? 12 Years 8 MonthsAre you currently registered to vote in Roanoke? Yes ☒ No ☐

Please list any current or previous Board, Commission or Committee experience in the City of Roanoke or any other City:

P&Z & REIDC Type A

What qualifications and/or experience do you possess that would assist you in serving the City of Roanoke in this position?

I am a patriot, husband, father, and Christian business owner. I have a vested interest in seeing our town continue to flourish. I have served on boards of for profit and non-profits locally and nationally. I've built 5 businesses, 2 in and around Roanoke.

What do you think are the most important issues or problems facing the City of Roanoke?

The most important to me is "keeping the main thing, the main thing"; that is, to keep Roanoke a family and business friendly community focused on conservative values, service to its residents, and stewarding the city in a way that glorifies God. More specifically, we need to continue to improve the development of the town for the benefit of its residents that have invested their lives here.

Why do you want to serve on this Board, Commission or Committee?

I am striving to be of value to my neighbors and my city using my god-given talents and time. I feel that I have been blessed by this town and wish to give-back through service to it and its citizens.

Please provide any additional information or comments that you feel may help the City Council make a better decision in selecting you to serve on this Board, Commission or Committee:

My experience can be found her: <https://www.linkedin.com/in/donglacy/>

Signature: _____

Date: 12.5.2023

8/31/12

DEC 13 2023

Eligible: yes

BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: REIDC Type AName: Ernie Adams Phone Number: Address: Employer: Southwest Construction Services E-Mail Address: How long have you lived in Roanoke? 6 Years 6 MonthsAre you currently registered to vote in Roanoke? Yes ☒ No ☐

Please list any current or previous Board, Commission or Committee experience in the City of Roanoke or any other City:

None

What qualifications and/or experience do you possess that would assist you in serving the City of Roanoke in this position?

Over 25 years in commercial construction industry. Working with and for General contractors,
Municipalities, Architects and Engineers. Involved in city permits, variances, code requirements.
Interned for 2 years for the city of Lubbock planning and engineering dept. Father was Director of

What do you think are the most important issues or problems facing the City of Roanoke?

Keeping up with the demand of growth while still maintaining small town charm. Balancing the residents
desire to have public services (streets, drainage, building appeals) while being fiscally responsible.

Why do you want to serve on this Board, Commission or Committee?

I'd like to be involved in Roanoke's growth (development) into a town that can keep the small town feel
yet still have all the flexibility to provide citizens with top quality services.

Please provide any additional information or comments that you feel may help the City Council make a better decision in selecting you to serve on this Board, Commission or Committee:

Moved here with my family in 2017. My wife is director of cheer for Bobcat youth organization.Daughters are involved in Trophy Club Country Club Golf. We have made Roanoke our homeI'd like to be involved in something that I find interesting, like my family has done.Signature: E D AdamsDigitally signed by E D Adams
Date: 2023.12.13 11:05:13 -06'00'Date: 12/13/2023



CITY COUNCIL AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: PH Notice - 704 Byron Nelson Blvd. - SUP-2023-04

MEETING DATE: January 23, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Retail (R) to Retail – Specific Use Permit (R-SUP) to allow the sale of alcoholic beverages at Lot 2R, Block B of the Hawkins Shell Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 704 Byron Nelson. (Ordinance No. 2023-134 / SUP-2023-04)

INFORMATION:

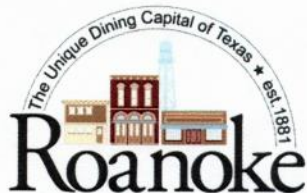
STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2023-134 - SUP-2023-04 alcohol - Lot 2R Block B - 704 Byron Nelson - jlm draft - 103023 Republish



City of Roanoke Notice of Public Hearing Zoning Amendment

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

Roanoke Planning and Zoning Commission SUP 2023-04

THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, JANUARY 8, 2024, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A CHANGE IN ZONING FROM RETAIL (R) TO RETAIL – SPECIFIC USE PERMIT (R-SUP) TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES AT LOT 2R, BLOCK B OF THE HAWKINS SHELL ADDITION, AN ADDITION LOCATED WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND HAVING A STREET ADDRESS OF 704 BYRON NELSON, ROANOKE, TEXAS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S. OAK STREET, ROANOKE, TEXAS.

Roanoke City Council SUP 2023-04

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, JANUARY 23, 2024, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A CHANGE IN ZONING FROM RETAIL (R) TO RETAIL – SPECIFIC USE PERMIT (R-SUP) TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES AT LOT 2R, BLOCK B OF THE HAWKINS SHELL ADDITION, AN ADDITION LOCATED WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND HAVING A STREET ADDRESS OF 704 BYRON NELSON, ROANOKE, TEXAS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S. OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Wednesday, December 20, 2023, 2023 by 5:00 p.m.

April S. Hill, City Secretary

*Any person planning to attend this meeting that may require auxiliary aids or services should request accommodations two (2) days prior to the meeting by calling (817) 491-8152. **BRAILLE IS NOT AVAILABLE.**

📶 A public wireless network is now available in the Council Chambers for use during meetings. It is available from 7am to 11pm Monday thru Friday. The name of the network is: City Hall Guests



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Specific Use Permit (SUP 2023-04) Sale of Alcoholic Beverages 704 E Byron Nelson

MEETING DATE: January 23, 2024

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2023-134 an ordinance of the city of Roanoke, Texas, amending the comprehensive zoning ordinance and as heretofore amended, by granting a change in zoning from Retail to Retail - Specific Use Permit (SUP 2023-04) to allow the sale of alcoholic beverages on block B lot 2R in the Hawkins Shell Addition, an addition to the City of Roanoke, Denton County, Texas, and having a street address of 704 E Byron Nelson. The property is generally located at the intersection of E Byron Nelson and Hwy 114.

INFORMATION:

A convenience store with a gas station, and a restaurant are within the existing building. The applicant is planning to expand the building, adding a liquor store as well as additional lease space. This liquor store shows that it will be less than 1,000 feet from a lot containing a bar, The Brass Tap, and is greater than three-hundred (300) feet from Freedom Fellowship Baptist Church, as measured in accordance with section 4.420(c). The concept plan includes an increase in parking, landscape and repairing damaged areas in the parking lot.

This concept plan and all site plan development requirements will be verified on a detailed site plan if the SUP is approved.

Sec. 12.492. - Schedule of Uses. Any use with on- and off-premise alcohol sales as more than 50% of its gross sales revenue requires a Specific Use Permit (SUP).

Ordinance 2010-108 was approved by City Council requiring a SUP for the operation of any Bar or Liquor Store in the City of Roanoke meeting the following criteria.

Sec. 12.649. - Bars and Liquor Stores.

(a) An SUP is required for the use of a bar or liquor store, subject to review and approval of City Council.

(b) A lot containing a bar or liquor store should be located at least one thousand (1,000) feet from



CITY COUNCIL AGENDA ITEM

any lot containing another like use, as measured in a straight line between the nearest points of one (1) lot to the other lot.

(c) Prior to the issuance of a certificate of occupancy, the business shall provide the City with a copy of its state permit to operate as a bar or liquor store.

(d) All alcohol related activities must meet all standards found in [Chapter 4, Article 4.400](#) of the Code of Ordinances of the City of Roanoke, Texas.
(Ord. No. 2010-108, § 2, adopted 7/27/2010)

Sec. 4.420. - Sale of Alcoholic Beverages Prohibited Near Public Schools, Private Schools, Churches, or Hospitals.

(A) It shall be unlawful for any dealer to sell alcoholic beverages from or at a place of business within this city within three hundred (300) feet of a church, public or private school, or public hospital.

(C) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.

PLANNING AND ZONING COMMISSION:

The board recommended approval on January 8, 2024, with the following conditions.

- The liquor sales area be limited to no more than 1800 square feet.
- The drive-thru window and associated signage be removed.
- Adequate trash removal be included in the final site plan with appropriate screening for trash.
- Adequate lighting is provided on all four (4) sides for customers and employees.

STAFF RECOMMENDATION:

Recommend approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2023-134 - SUP-2023-04 - Alcohol - Lot 2R Block B - Hawkins Shell Addition - 704 Byron Nelson
2. SUP-2023-04 - Application 704 Byron Nelson - Lovely Food Mart Alcohol Sales
3. SITE PLAN
4. LANDSCAPE EXHIBIT
5. EAST ELEVATION



CITY COUNCIL AGENDA ITEM

6. NORTH ELEVATION
7. WEST ELEVATION
8. Survey - 704 E Byron Nelson (1)
9. Plat Exhibit-Hawkins Shell Addition Lot 2R Block B 704 E Byron Nelson (1)
10. Vicinity Map

ORDINANCE No. 2023-134

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROANOKE, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM RETAIL TO RETAIL-SUP TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES ON LOT 2R, BLOCK B OF THE HAWKINS SHELL ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT "A," WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 12.124(b) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, "[f]or requests involving proposed changes to the text of the Zoning Ordinance, notice of the Planning and Zoning Commission hearing shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the City before the fifteenth (15th) calendar day prior to the date of the public hearing. Changes in the Ordinance text which do not change zoning district boundaries do not require written notification to individual property owners;" and

WHEREAS, Section 12.127(c) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, "[n]otice of the City Council public hearing for a zoning, rezoning or Zoning Ordinance text amendment request shall be given in the same manner as that for the public hearing before the Planning and Zoning Commission as required in Section 12.124;" and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Roanoke, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of Roanoke, Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Roanoke, Texas, is of the opinion and finds that said changes should be granted and that the Zoning Ordinance should be amended; and

WHEREAS, pursuant to Sections 109.31 and 109.32 of the Texas Alcoholic Beverage Code and Section 11.06 of the Home-Rule Charter of the City of Roanoke, Texas, the sale of liquor and beer is prohibited within all residential sections or areas of the City; and

WHEREAS, Section 12.649 of the Code of Ordinances of the City of Roanoke, Texas, provides that bars and liquor stores should be at least 1,000 feet apart; and

WHEREAS, the City Council of the City of Roanoke, Texas, has determined that the following regulation is necessary in order to protect public health, safety, and welfare.

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

Section 1. FINDINGS INCORPORATED

That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2.

That the Comprehensive Zoning Ordinance and Map of the City of Roanoke, Texas, duly passed by the governing body of the City of Roanoke, Texas, as heretofore amended, be and the same is hereby amended to grant a change in zoning from Retail (R) to Retail – SUP (R-SUP) to allow the sale of alcoholic beverages on Lot 2R, Block B of the Hawkins Shell Addition, an addition located within the City of Roanoke, Denton County, Texas, and being more particularly described and or depicted in **Exhibit A**, which is attached hereto and incorporated herein.

Section 3. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 4. SEVERABILITY CLAUSE

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

Section 5. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 23rd day of January, 2024.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Legal Description and/or Depiction
of the
Property





CITY OF ROANOKE
500 S. OAK STREET
ROANOKE, TEXAS 76262
(817) 491-2411

SPECIFIC USE PERMIT APPLICATION

Name of Applicant/Agent BENJAMIN K. SAMM	Address, City, State, Zip 2222 MEDICAL DISTRICT DRIVE, #1207 DALLAS, TEXAS 75235	Phone Number and email 214-245-8024
Type of permit requested SPECIAL USE PERMIT TO EXPAND EXISTING CONVENIENCE STORE	Name of Business DESIGN 3 AND ASSOCIATES LLC	Email and Website-if applicable d3architecture@ yahoo.com
Property Owner(s) LOVELY FOOD MART MOHINDER MASHIANA	Address, City, State, Zip 704 BYRON NELSON BOULEVARD ROANOKE, TEXAS 75262	Phone Number and email 214-284-6462
Legal Description – Lot/Block/Subdivision LOT 2R BLOCK B HAWKINS SHELL ADDITION	Property Address 704 BYRON NELSON BOULEVARD ROANOKE, TEXAS 75262	Present Zoning COMMERCIAL RETAIL

Are there deed restrictions that would prevent this property from being used in the manner herein proposed? N/A

Justification for request for Special Use Permit: EXISTING PROPERTY HAS ADEQUATE SPACE FOR THE ADDITION OF
NEW PARKING AND NEW BUSINESSES BY EXTENDING THE EXISTING BUILDING.

Authorization:

I/ We MOHINDER MASHIANA/ LOVELY FOOD MART owner(s) of the above described property do here by authorize
BENJAMIN SAMM to act on my/our behalf in making and representing this Specific Use permit application.


Owner(s) Signature
10/20/23
Date

Owner(s) Signature

Date

Include the following:

Specific Use Permit application fee of \$200.00**. A copy of a survey map of the property and a concept plan or site plan in a pdf format.


Applicants Signature

10/20/2023
Date

**Fees are subject to change as amended by Ordinance.

FOR OFFICE USE ONLY

Application Fee 200.00 10/24/2023 rec#707644 AS	P&Z Meeting <u>12/04/2023</u>	CC Meeting <u>12/12/2023</u>	File for Record SUP- <u>2023 04</u>
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07/20/2023

PROPOSED ELEVATIONS FOR LOVELY FOOD MART
CONVENIENCE STORE EXPANSION
704 EAST BYRON NELSON BLVD.
ROANOKE, TEXAS 76262

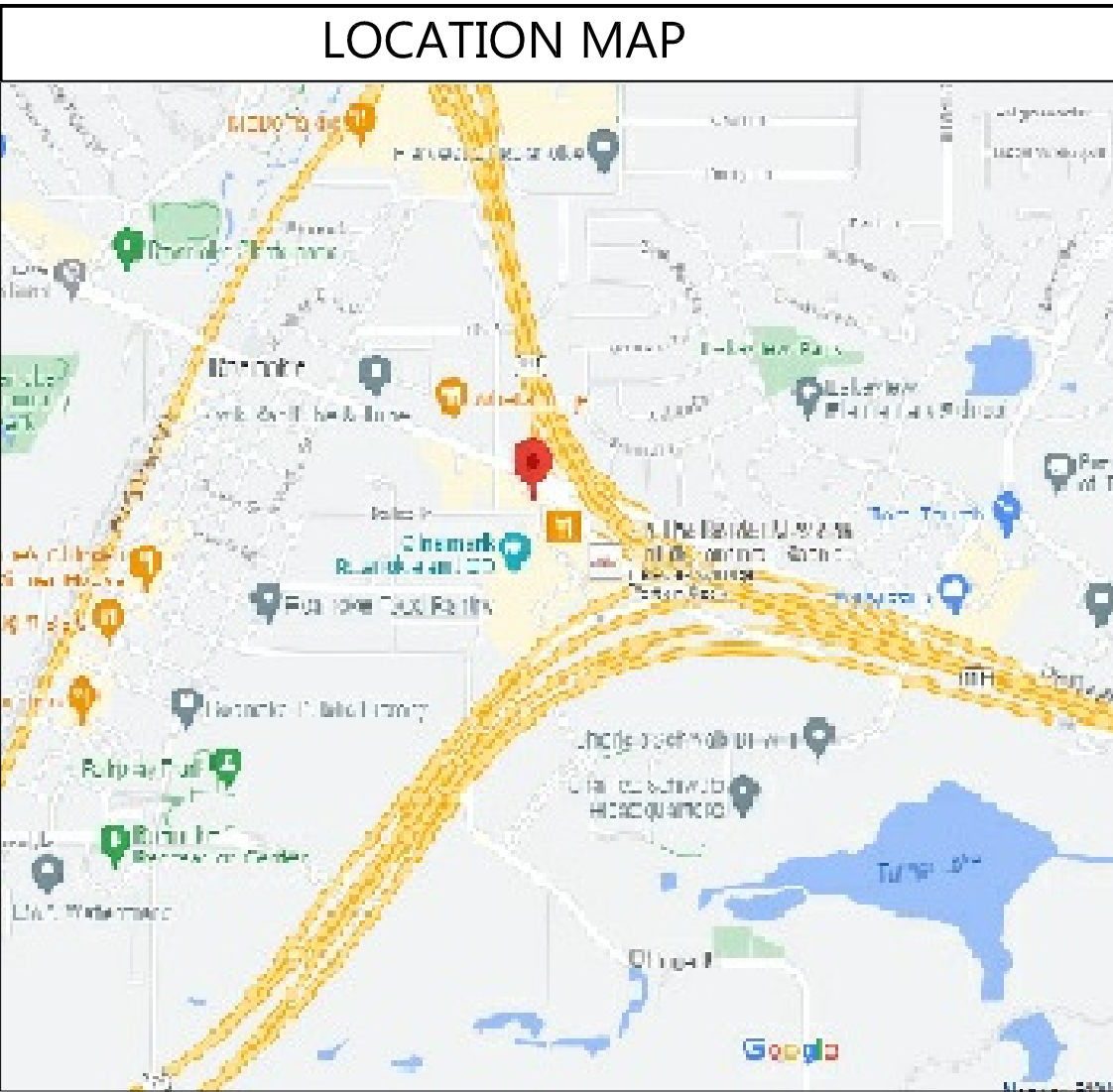
REVISION	
ISSUE DATE	10-07-20
PROJECT NUMBER	2023.0504.006
SHEET TITLE	PROPOSED SITE PLAN
SHEET	OF X
SP-1	

CODE ANALYSIS	
GOVERNING MUNICIPALITY.....	THE CITY OF ROANOKE, TX
CODE.....	IBC 2018
CONSTRUCTION TYPE.....	TYPE IIB
TOTAL BUILDING AREA SQ. FT.	8,929.00 SQ. FT.
EXISTING BUILDING.....	4,924.00 SQ. FT.
BUILDING ADDITION (LIQUOR STORE).....	1,946.00 SQ. FT.
BUILDING ADDITION (RETAIL SPACE).....	2,059.00 SQ. FT.
TOTAL DEVELOPED LOT SIZE SQ. FT. (ACRE)	67,773 SQ. FT. (1.464)
OCCUPANCY CLASSIFICATIONS	
M.....	MERCANTILE (CONVENIENCE STORE)
SPRINKLED.....	NO, SPRINKLERS TO BE ADDED
EAB#	
CITY OF ROANOKE PERMIT CASE NUMBER.....	

PARKING CALCULATIONS	
R - RETAIL DISTRICT.....	CONVENIENCE STORE W/ MPD's
SERVICE STATION FLOOR AREA.....	1 SPACE PER 200 SQ.FT. OF FLOOR AREA
	1,200.00 FA
	1,200/200= 6.00 SPACES REQ'D
	6 PARKING SPACES
RETAIL STORES (LIQUOR STORE).....	1 SPACE PER 400 SQ.FT. OF FLOOR AREA
	1,284.00 FA
	1,000/400= 3.21 SPACES REQ'D
	3 PARKING SPACES
RETAIL STORES (TENANT).....	1 SPACE PER 400 SQ.FT. OF FLOOR AREA
	2,059.00 FA
	2,059/400= 5.15 SPACES REQ'D
	5 PARKING SPACES
EATING OR DRINKING PLACE.....	1 SPACE PER 100 SQ.FT. OF FLOOR AREA
	765.00 FA
	765/100= 7.65 SPACES REQ'D
	12 PARKING SPACES (CODE)
TAS ACCESSIBLE PARKING REQ'D.....	(1-25) 3 SPACES REQ'D
	3 H.C. SPACES PROVIDED
REQUIRED PARKING TOTAL.....	26 PARKING SPACES REQUIRED
	32 PARKING SPACES PROVIDED
	2 BICYCLE SPACES PROVIDED

SITE DESCRIPTION	
LANDSCAPING.....	20% OF ENTIRE DEVELOPED LOT
DEVELOPED LOT.....	63,773 SQ. FT. (1.464 ACRES)
	63,773.0 X .20 = 12,754.00 SQ.FT.
REQUIRED LANDSCAPING.....	12,754.00 SQ. FT. TOTAL
LANDSCAPING PROVIDED.....	SEE LANDSCAPE DRAWINGS
CITY WASTE PROVIDED.....	(2) 8-C.Y. DUMPSTER W/ENCLOSURE

SCHEDULE OF HOURS	
LIQUOR STORE.....	
CONVENIENCE STORE.....	
MEXICAN RESTAURANT.....	
RETAIL SPACES.....	

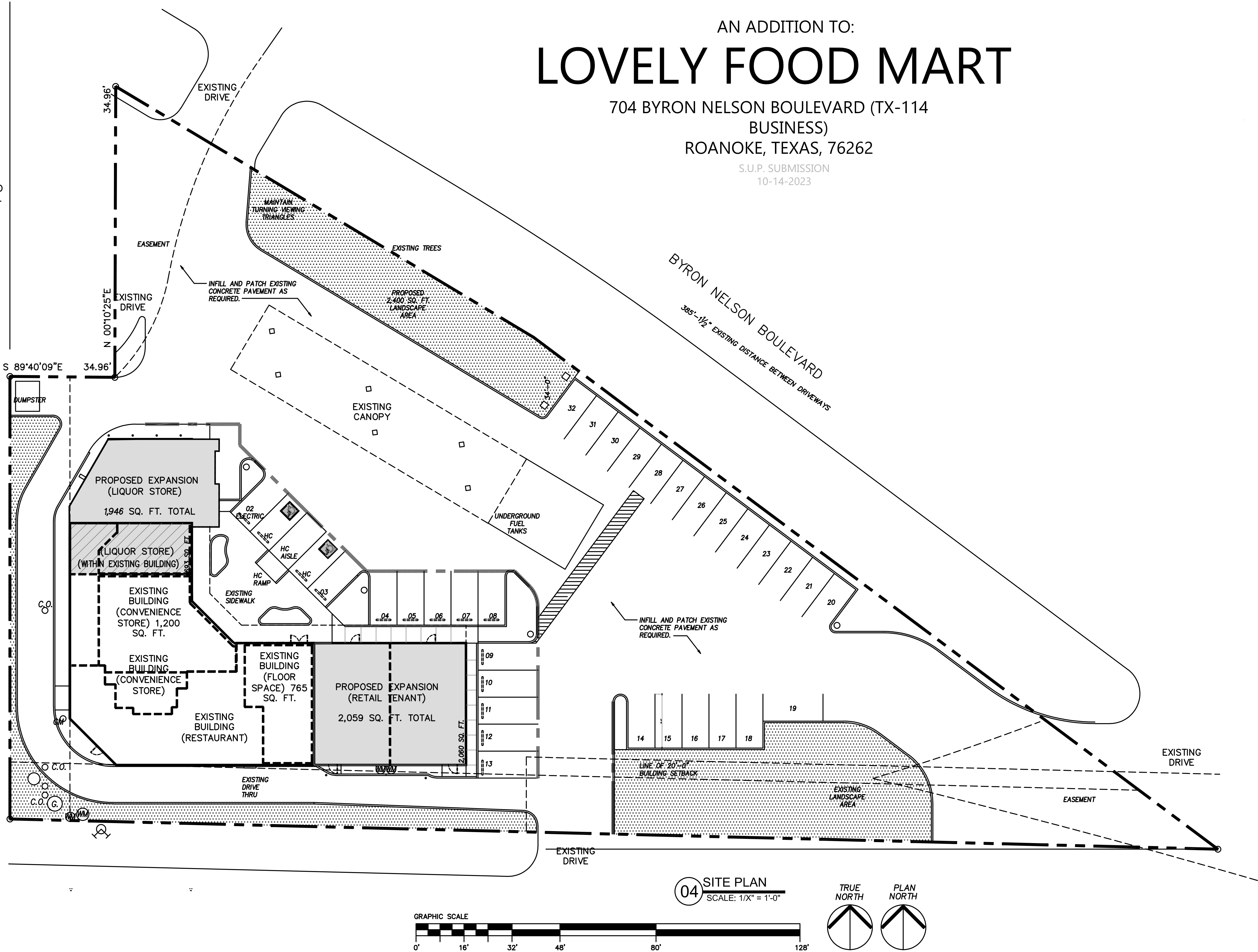


00	LINE TYPE LEGEND
	EPFD FIRE LANE (SHOWN FOR REFERENCE)
	FIRE HYDRANT LINE (SHOWN FOR REFERENCE)
	PUBLIC ACCESS PATH (SHOWN FOR REFERENCE)
	PROPERTY LINE
	UTILITY EASEMENT (SHOWN FOR REFERENCE)

AN ADDITION TO:
LOVELY FOOD MART

704 BYRON NELSON BOULEVARD (TX-114 BUSINESS)
ROANOKE, TEXAS, 76262

S.U.P. SUBMISSION
10-14-2023



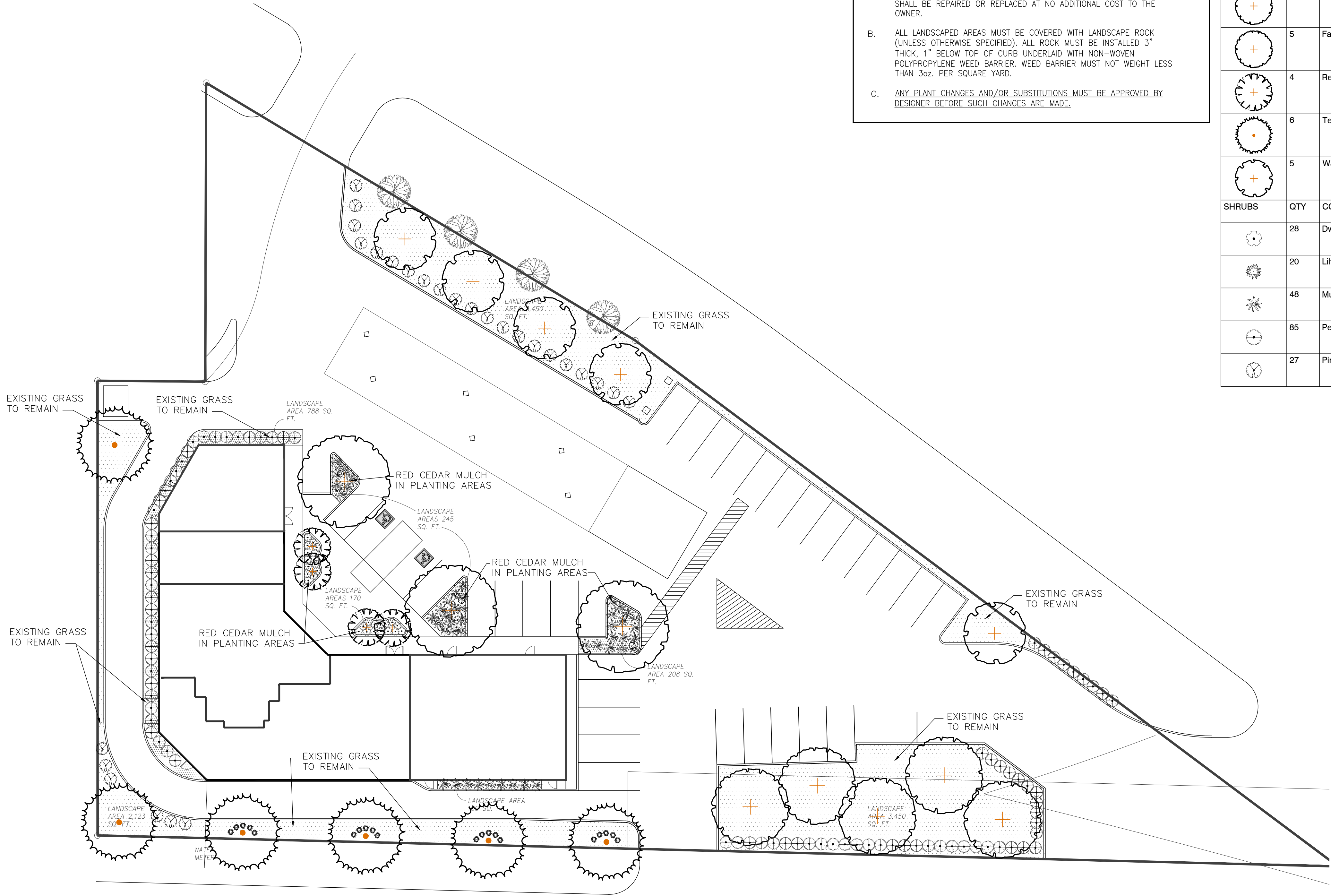
GENERAL NOTES

A. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING AND PROPOSED UTILITIES AND ALL SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

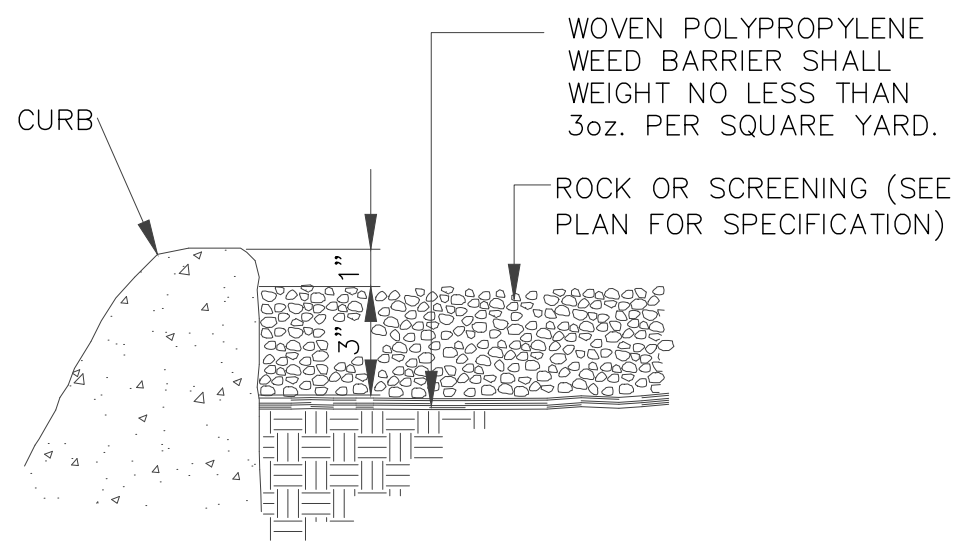
B. ALL LANDSCAPED AREAS MUST BE COVERED WITH LANDSCAPE ROCK (UNLESS OTHERWISE SPECIFIED). ALL ROCK MUST BE INSTALLED 3" THICK, 1" BELOW TOP OF CURB UNDERLAID WITH NON-WOVEN POLYPROPYLENE WEED BARRIER. WEED BARRIER MUST NOT WEIGHT LESS THAN 3oz. PER SQUARE YARD.

C. ANY PLANT CHANGES AND/OR SUBSTITUTIONS MUST BE APPROVED BY DESIGNER BEFORE SUCH CHANGES ARE MADE.

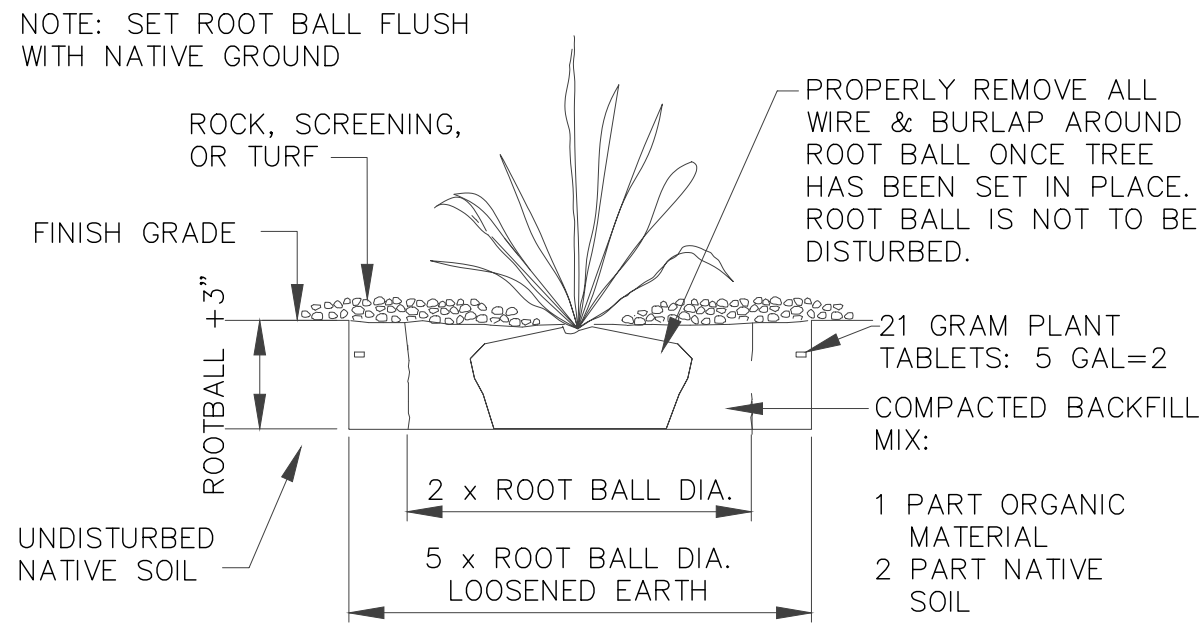
PLANT SCHEDULE				
TREES	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER
	3	Chinese Pistache / Pistacia chinensis	2" Cal, 10'-12" H	B&B
	5	Fan-West Ash / Fraxinus x 'Fan-West'	B & B	2" CAL, 10'-12" H.
	4	Red Crape Myrtle / Lagerstroemia x 'Cheyenne'	B & B	2"Cal
	6	Texas Red Oak / Quercus texana	B & B	2"Cal
	5	Watermelon Red Crape Myrtle Multi-Trunk / Lagerstroemia indica 'Watermelon Red'	B & B	2"Cal
SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER
	28	Dwarf Indian Hawthorn / Rhamphiolepis indica 'Olivia'	18"-24" H	5 Gal
	20	Lilyturf / Liriope muscari	5 gal	18"-24"H
	48	Muhly / Muhlenbergia capillaris 'Regal Mist' TM	18"-24" H	5 Gal
	85	Petite Pink Oleander / Nerium oleander 'Petite Pink'	5 gal	18"-24"H
	27	Pink Lady Indian Hawthorn / Rhamphiolepis indica 'Pink Lady'	5 gal	18"-24"H



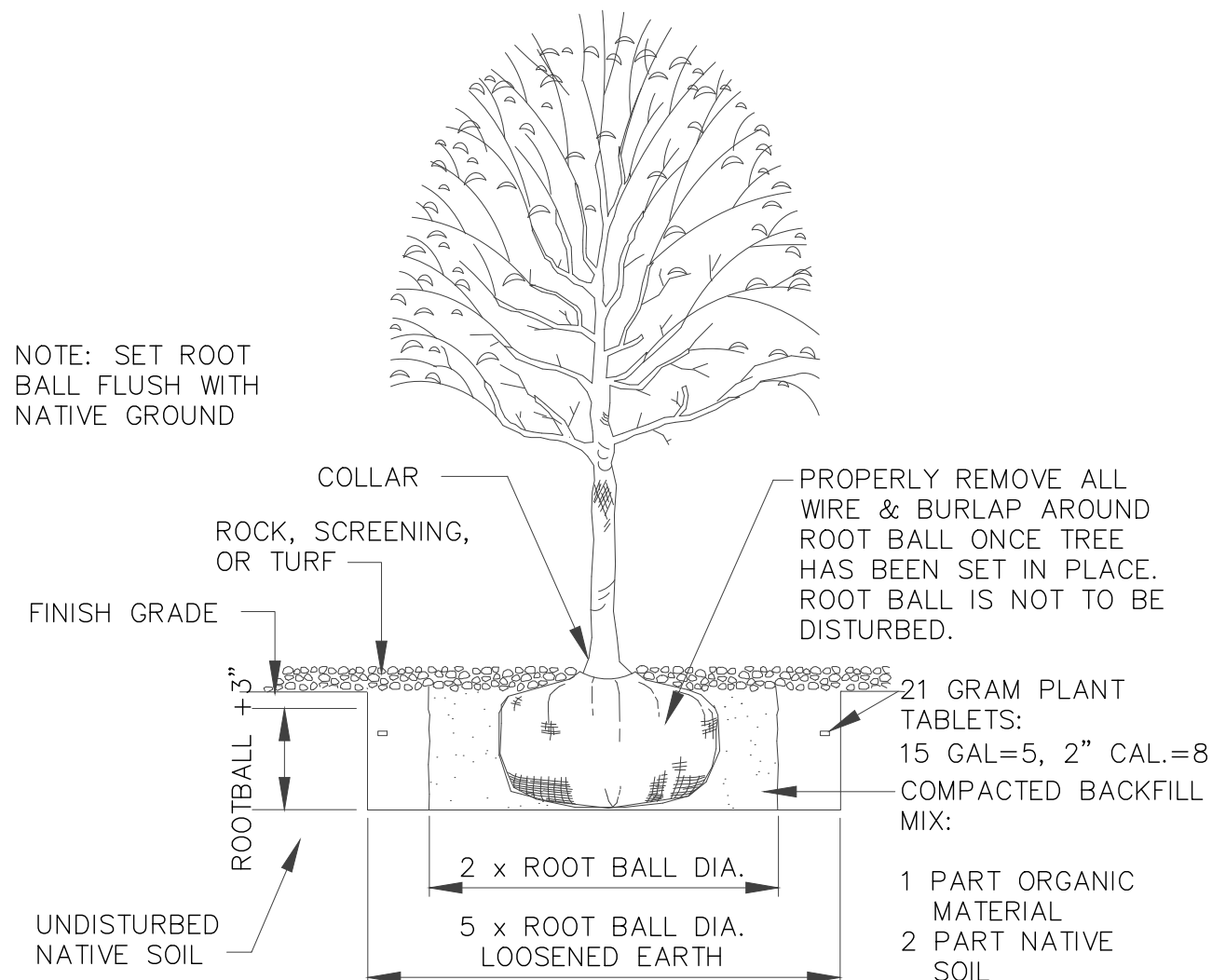
LANDSCAPE PLAN
SCALE 1" = 20'-0"



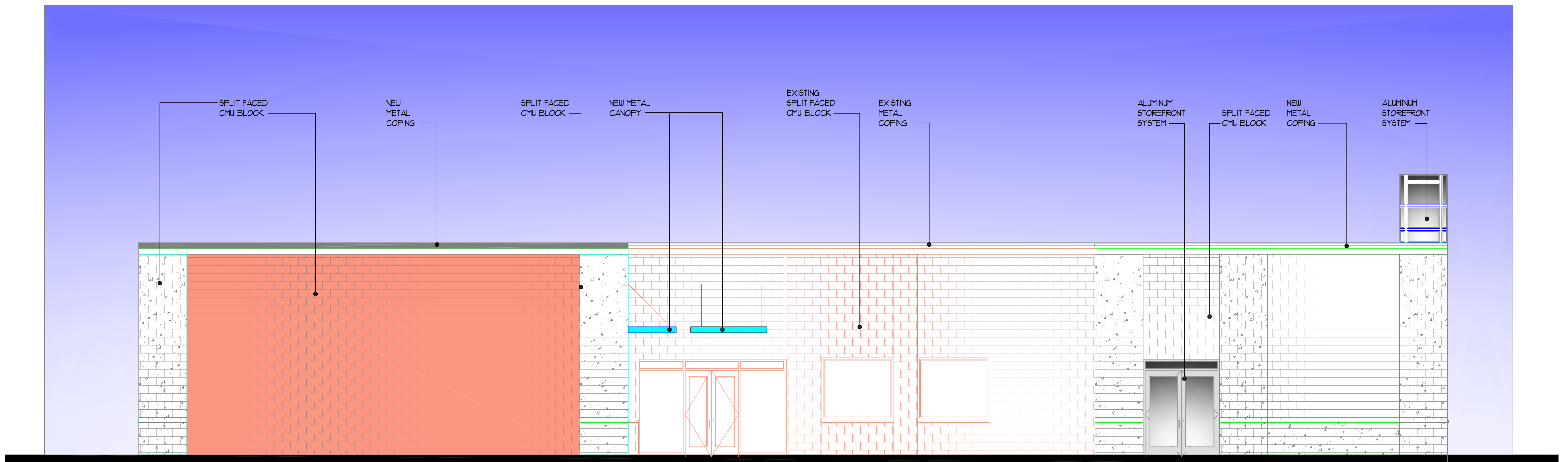
ROCK/SCREENING DETAIL
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE

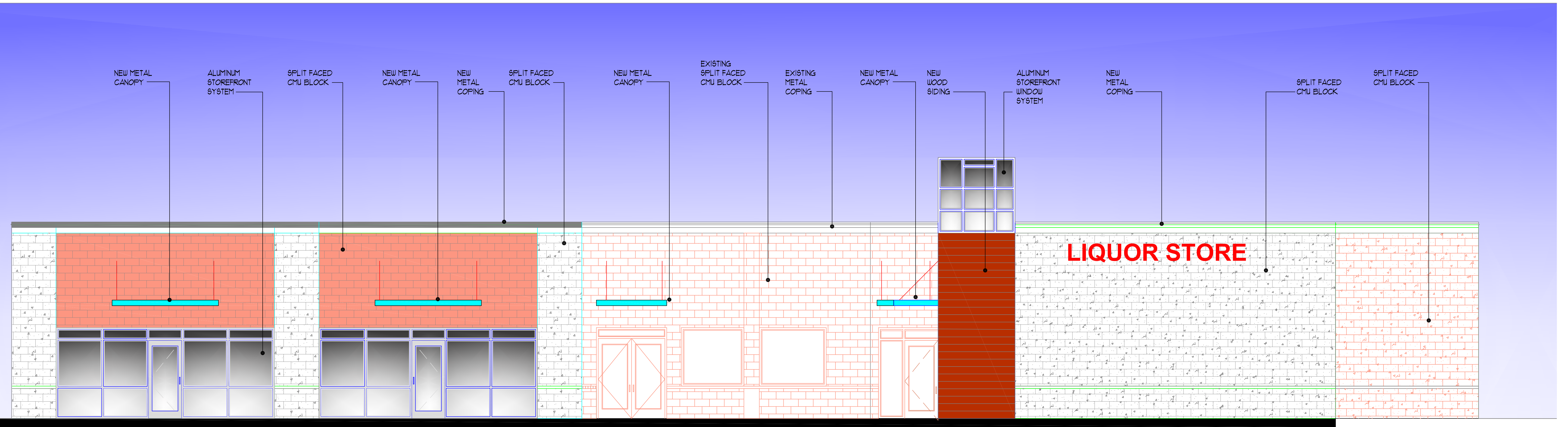


TREE PLANTING DETAIL
NOT TO SCALE



02 EAST ELEVATION
SCALE: 1/4" = 1'-0"

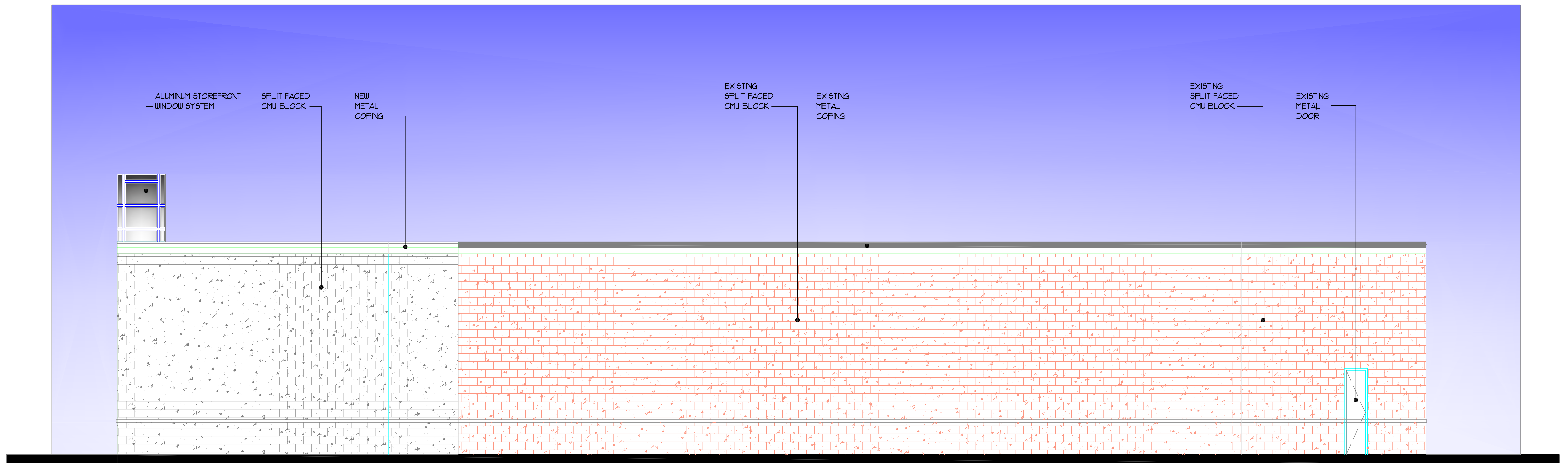
PROPOSED ELEVATIONS FOR LOVELY FOOD MART
CONVENIENCE STORE EXPANSION
704 EAST BYRON NELSON BLVD.
ROANOKE, TEXAS 76262



01 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

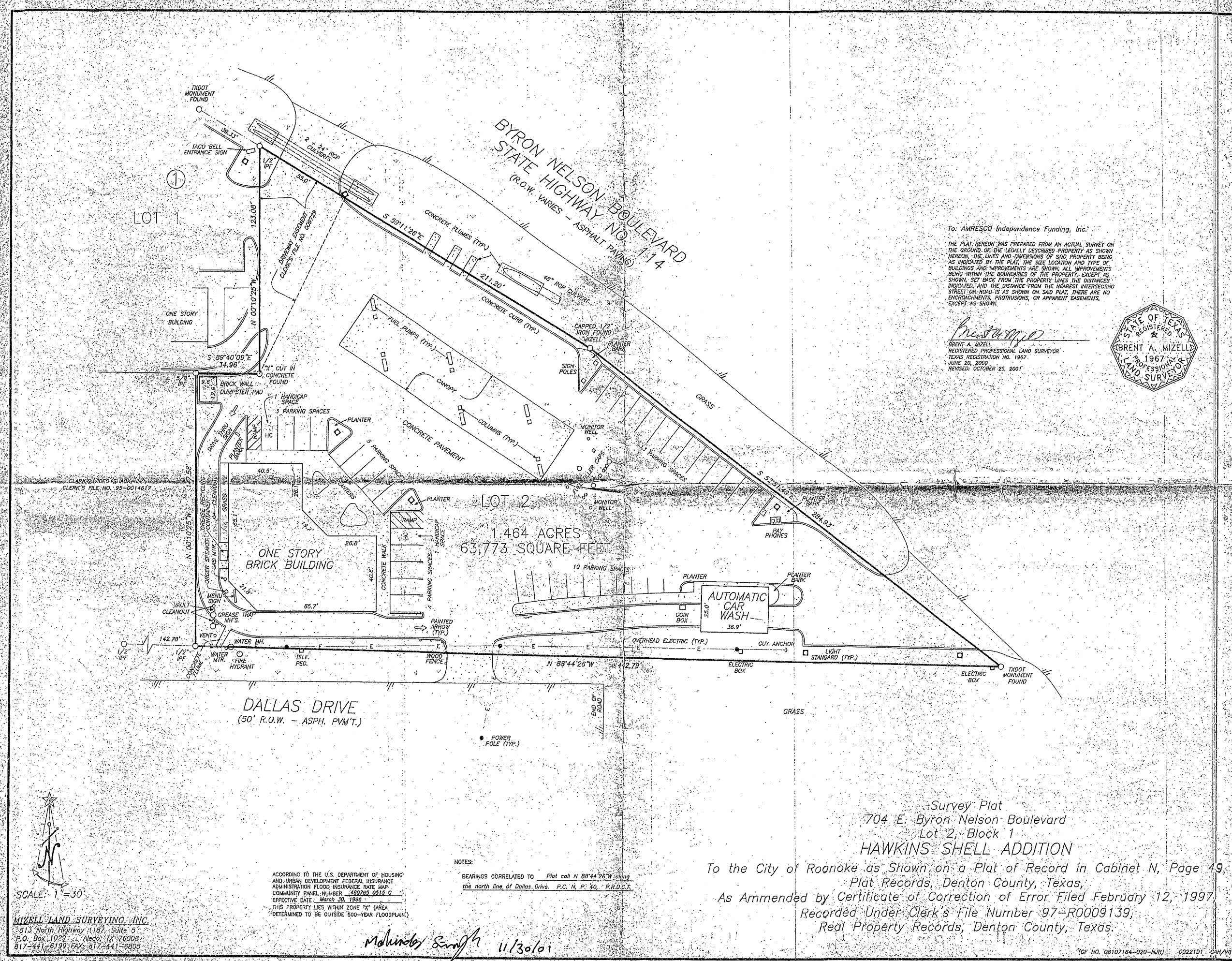
PROPOSED ELEVATIONS FOR LOVELY FOOD MART
CONVENIENCE STORE EXPANSION
704 EAST BYRON NELSON BLVD.
ROANOKE, TEXAS 76262





04 WEST ELEVATION
SCALE: 1/4" = 1'-0"

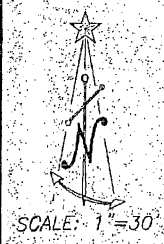
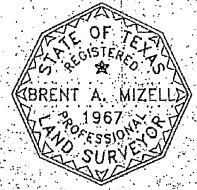
PROPOSED ELEVATIONS FOR LOVELY FOOD MART
CONVENIENCE STORE EXPANSION
704 EAST BYRON NELSON BLVD.
ROANOKE, TEXAS 76262



To: AMRESO Independence Funding, Inc.

THE PLAT HEREON WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND OF THE LEGALLY DESCRIBED PROPERTY AS SHOWN HEREON. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT. THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE SHOWN. ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, EXCEPT AS SHOWN. SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED, AND THE DISTANCE FROM THE NEAREST INTERSECTING STREET OR ROAD IS AS SHOWN ON SAID PLAT. THERE ARE NO ENCROACHMENTS, PROTRUSIONS, OR APPARENT EASEMENTS, EXCEPT AS SHOWN.

Brent A. Mizell
BRENT A. MIZELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 1987
JUNE 20, 2000
REVISED: OCTOBER 25, 2001



SCALE: 1"=30'

MIZELL LAND SURVEYING, INC.
513 North Highway 1187, Suite 5
P.O. Box 1029 Alamo, TX 78008
817-441-6199 FAX: 817-441-6805

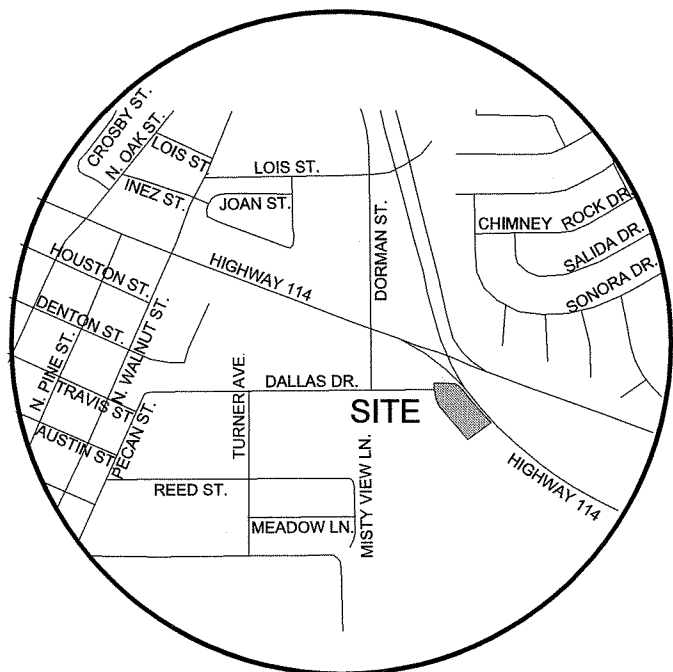
ACCORDING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 480202 0215 C, EFFECTIVE DATE: March 30, 1992, THIS PROPERTY LIES WITHIN ZONE "X" (AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN).

NOTES:
BEARINGS CORRELATED TO Plot call N 88°44'26"W along the north line of Dallas Drive. P.C. N, P. 40, P.R.D.C.T.

Melinda Smith 11/30/01

Survey Plat
704 E. Byron Nelson Boulevard
Lot 2, Block 1
HAWKINS SHELL ADDITION
To the City of Roanoke as Shown on a Plat of Record in Cabinet N, Page 49,
Plat Records, Denton County, Texas,
As Ammended by Certificate of Correction of Error Filed February 12, 1997,
Recorded Under Clerk's File Number 97-R0009139,
Real Property Records, Denton County, Texas.

TCF No. 08107164-020-N(R) 0022101 CH/VB

[illegible]

JESSE EADS SURVEY, ABSTRACT NO. 392 AND THE
RICHARD EADS SURVEY, ABSTRACT NO. 393
CITY OF ROANOK, DENTON COUNTY, TEXAS

MQ DEVELOPMENT
14801 QUORUM DRIVE, SUITE 160
DALLAS, TEXAS 75254

SHEET	
1	OF
2	
Date : 03.03.15	
Scale : 1" = 30'	
File : 34240-PPLT-2R	
Project No. : 34240.0A	

G:\342\40\0A\SURVEY\Plats\34240-PPLT-2R.dwg

Filed for Record
in the official records of:
Denton County

On: Am 05/2015 at 02:51P
As a
Plat Records
HAWKINS SHELLE ADDITION
Doc Number: 2015- 222
No of Pages: 2
Amount 100.00

Receipt Number - 1297435
By,
Sunny Parr

Page 66 of

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, Mashiana Corporation, is the owner of all that certain tract of land situated in the JESSE EADS SURVEY, ABSTRACT NO. 392 and the RICHARD EADS SURVEY, ABSTRACT No. 393, in the City of Roanoke, Denton County, Texas, and being part of Lot 2, Block 1, Hawkins Shell Addition, an addition to the City of Roanoke, Denton County, Texas, according to the Plat thereof recorded in Cabinet N, Page 48, Official Public Records, Denton County, Texas, and being more particularly described as follows;

BEGINNING at 1/2-inch iron rod found for corner on the Southwesterly right-of-way of State Highway 114, a variable width right-of-way, said point being the most Northerly corner of said Lot 2 and the Northeast corner of Lot 1, Block 1, of said Hawkins Shell Addition;

THENCE South 59 deg 09 min 19 sec East, along the Southwesterly right-of-way of said State Highway 114 and the Northeast line of said Lot 2, a distance of 211.20 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

THENCE South 52 deg 49 min 42 sec East, continuing along the Southwesterly right-of-way of said State Highway 114 and the Northeast line of said Lot 2, a distance of 230.39 feet to an "X" cut in concrete set for corner;

THENCE North 88 deg 41 min 57 sec West, departing the Southwesterly right-of-way of said State Highway 114, over and across said Lot 2, a distance of 219.66 feet to an "X" cut in concrete set for corner;

THENCE South 00 deg 08 min 18 sec East, continuing over and across said Lot 2, a distance of 32.00 feet to an "X" cut in concrete set for corner on the South line of said Lot 2 and the North line of Dallas Drive abandonment as recorded in County Clerk's Instrument No. 2015-5745, Official Public Records, Denton County, Texas (Ordinance No. 2014-132);

THENCE North 88 deg 42 min 20 sec West, along the South line of said Lot 2, Block 1, and the North right-of-way of Dallas Drive, a variable width right-of-way, a distance of 179.73 feet to a 1/2-inch iron rod found for the Southwest corner of said Lot 2, Block 1, and the Southeast corner of Lot 1, Block 1, of Clark's Video Shack Addition, an addition to the City of Roanoke, Denton County, Texas, according to the Plat thereof recorded in Cabinet N, Page 109, Official Public Records, Denton County, Texas;

THENCE North 00 deg 08 min 18 sec West, departing the North right-of-way of said Dallas Drive, along the West line of said Lot 2, Block 1, and the East line of said Lot 1, Block 1, of Clark's Video Shack Addition, a distance of 147.58 feet to a 1/2-inch iron rod found for corner on the South line of Lot 1, Block 1, of said Hawkins Shell Addition, said point being the Northeast corner of said Lot 1, Block 1, of Clark's Video Shack Addition;

THENCE South 89 deg 38 min 02 sec East, along the South line of Lot 1, Block 1, of said Hawkins Shell Addition, a distance of 34.95 feet to an "X" cut in concrete found for the Southeast corner of said Lot 1, Block 1, of Hawkins Shell Addition;

THENCE North 00 deg 08 min 18 sec West, along the East line of Lot 1, Block 1, of Hawkins Shell Addition, and the Westerly line of said Lot 2, Block 1, a distance of 123.08 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds is 1.287 acres or 56,056 square feet of land, more or less. Bearings shown hereon are based on the northerly line of a tract land described in a deed to Roanoke Gateway, LLC recorded in County Clerk's Instrument No. 2010-71003, Official Public Records, Denton County, Texas.

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

I (we), the undersigned, owner(s) of the land shown on this plat, and designated herein as the **HAWKINS SHELL ADDITION** to the City of Roanoke, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys & rights-of-way are hereby dedicated in fee simple to the City of Roanoke for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Except for paving which is permitted with the permits. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements, except for paving which is permitted with the easements, or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Roanoke.

WITNESS, my hand at Roanoke, Texas, this the 18 day of May, 2015.

Mashiana Corporation

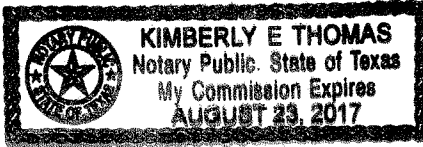
By: M.S. Mashiana
M.S. Mashiana, President

STATE OF TEXAS §
COUNTY OF DALLAS §
Denton

Before me, the undersigned authority, on this day personally appeared M.S. Mashiana, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein stated.

Given under my hand and seal of office this 18 day of May, 2015.

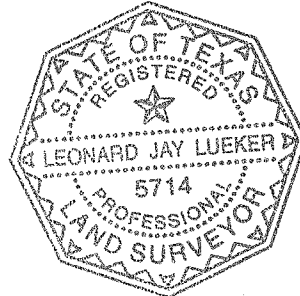
Kimberly E. Thomas
Notary Public in and for State of Texas



SURVEYOR'S CERTIFICATE

I, LEONARD J. LUEKER, do hereby certify that this subdivision plat was prepared from an actual survey made on the ground under my direction and supervision, that lot corners angle points, and points of curvature shall be properly monumented, and that this plat represents the survey made of this property.

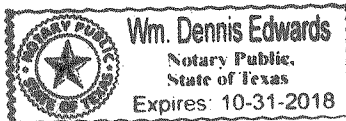
Leonard J. Lueker
Registered Professional Land Surveyor
Texas Registration No. 5714
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 325
Dallas, Texas 75230
(972) 490-7090

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared LEONARD J. LUEKER, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of May, 2015.

Wm. Dennis Edwards
Notary Public in and for the State of Texas



My Commission Expires: 10-31-2016

APPROVAL OF THE CITY OF ROANOKE, TEXAS

This minor plat or amending plat was submitted to and considered by the City of Roanoke, Texas, and is hereby approved pursuant to Section 212.0065 and 212.016 of the Texas Local Government Code, as amended.
Dated this 18th day of June, 2015.

By: Scott Campbell
Scott Campbell, City Manager

ATTEST:
April S. Hill
April S. Hill, City Secretary



REVISION	APPROVAL
No.	No.
DATE	DATE

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA, DRVE, SUITE 325
DALLAS, TEXAS 75230
Texas Engineers Registration No. 99 (972) 490-7090 FAX
Copyright © 2015 Winkelmann & Associates, Inc.

JESSE EADS SURVEY, ABSTRACT NO. 392 AND THE
RICHARD EADS SURVEY, ABSTRACT NO. 393
CITY OF ROANOKE, DENTON COUNTY, TEXAS

MO DEVELOPMENT
14801 QUORUM DRIVE, SUITE 160
DALLAS, TEXAS 75254

AMENDING PLAT
HAWKINS SHELL ADDITION
LOT 2R, BLOCK B

Date: 03.03.15
Scale: N/A
File: 34240-PPLT-2R
Project No.: 34240.0A

SHEET
2
OF
2

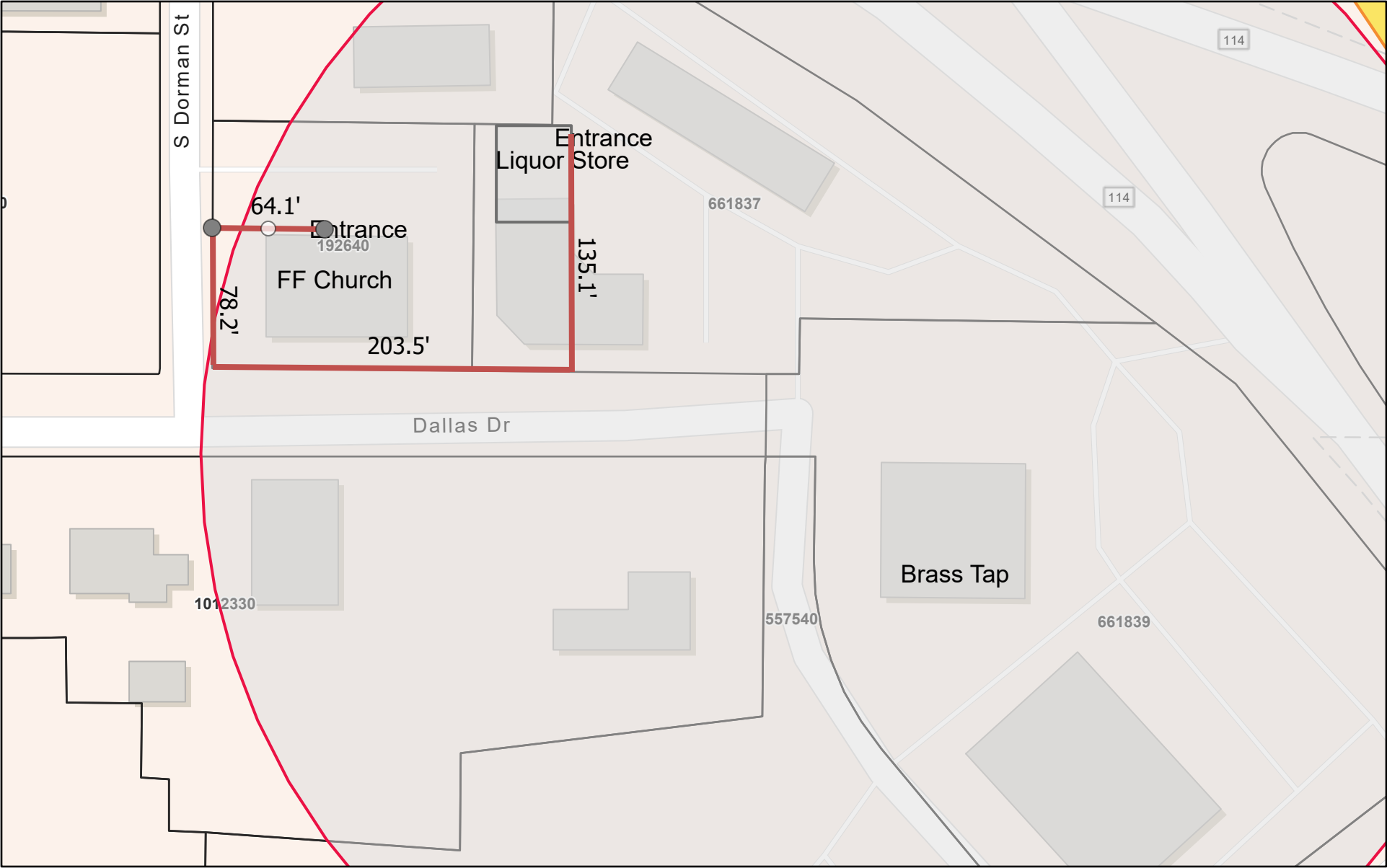
AMENDING PLAT
HAWKINS SHELL ADDITION
LOT 2R, BLOCK B
OUT OF THE JESSE EADS SURVEY, ABSTRACT NO. 392 AND THE
RICHARD EADS SURVEY, ABSTRACT NO. 393,
CITY OF ROANOKE, DENTON COUNTY, TEXAS

OWNER:
MASHIANA CORPORATION
704 E. STATE HIGHWAY 114
ROANOKE, TEXAS 76262

SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 325
Dallas, Texas 75230
ph# 214-490-7090

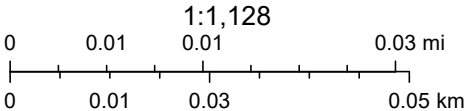
G:\34240\04\SURVEY\Plats\34240-PPLT-2R.dwg

Denton CAD Web Map



11/30/2023, 9:25:45 AM

 Parcels



Esri Community Maps Contributors, City of Fort Worth, Town of Flower Mound, Town of Westlake, Texas Parks & Wildlife, © OpenStreetMap,

Denton County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2024-100 - Ordering May 4, 2024 General Election

MEETING DATE: January 23, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2024-100 ordering a General Election to be held on the 4th day of May, 2024, for the purpose of electing the Mayor and three (3) city council members, one (1) per ward, all for three (3) year terms.

INFORMATION:

City of Roanoke Charter - Article III - City Council - Section 3.01 Composition

(4) There shall be held in the City on the uniform election day in the month of May 2009, and every three (3) years thereafter, or on such other date or dates as may be prescribed by the laws of the State of Texas, as amended, a City election for the election of the Mayor, and one Council member to City Council from Wards 1, 2, and 3. The City Council members elected upon and after the May 2009, election shall serve a three-year term.

STAFF RECOMMENDATION:

Approve Ordinance No. 2024-100

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Election costs have been budgeted.

ATTACHMENTS:

1. ORD NO 2024-100 - Ordering General Election - English
2. ORD NO 2024-100 - Ordering General Election - Spanish
3. ORD NO 2024-100 - Ordering General Election - Vietnamese

ORDINANCE NO. 2024-100

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2024, FOR THE PURPOSE OF ELECTING THE MAYOR AND THREE (3) CITY COUNCIL MEMBERS, ONE (1) PER WARD, ALL FOR THREE (3) YEAR TERMS; PROVIDING FOR ELECTION OFFICERS; DESIGNATING THE PLACE AND MANNER OF HOLDING SAID ELECTION; DESIGNATING THE EARLY VOTING POLLING PLACE; DESIGNATING THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 41.001(a) of the Texas Election Code establishes Saturday, May 4, 2024, as a uniform election date for the City of Roanoke, Texas; and

WHEREAS, Section 3.005(a) of the Texas Election Code requires the City of Roanoke, Texas, to order the election at least seventy-eight (78) days before the uniform election date by Friday, February 16, 2024; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Section 551.043 of the Texas Government Code.

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

Section 1. Election Order, Election Date and Purpose of Election.

That a General Election shall be held on Saturday, May 4, 2024, between the hours of seven o'clock a.m. (7:00 a.m.) and seven o'clock p.m. (7:00 p.m.), at the Roanoke Public Library, 308 S. Walnut, Roanoke, Texas, for the following purposes:

- (a) A General Election shall be held to elect the Mayor at-large, for a three (3) year term of office, as prescribed by the Home-Rule Charter. The candidate for Mayor receiving a majority number of votes of the City shall be deemed elected as Mayor to a three-year term of office.
- (b) A General Election shall be held to elect a City Council Member for Ward 1, a City Council Member for Ward 2, and a City Council Member for Ward 3, for three (3) year terms of office, as prescribed by the Home-Rule Charter. The candidate for Council Member for the applicable Ward receiving a majority number of votes from the applicable Ward shall be deemed elected as Council Member from said Ward to a three-year term of office.

Section 2. Candidate Filing Deadline.

That candidates for Mayor and the City Council member positions may file with the City Secretary of the City of Roanoke, Texas, for Mayor, or one of the three (3) Council member places beginning on Wednesday, January 17, 2024, and until 5:00 p.m. on Friday, February 16, 2024. Last day for a write-in candidate shall be 5:00 p.m. on February 20, 2024.

Section 3. Voting System.

That the voting on the date of the Election, and early voting therefore, shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the Election shall conform to the Texas Election Code, as amended, so as to permit the qualified voters from each Ward to elect the Mayor and one (1) City Council Member from said Ward. Said ballots shall have printed therein such provisions, markings, and language as may be required by law, and the Candidates shall be set forth on said ballots in substantially the following form and language:

**GENERAL ELECTION
City of Roanoke, Texas
May 4, 2024**

OFFICIAL BALLOT

In Ward 1:

**Mayor
Council Member, Ward # 1**

In Ward 2:

**Mayor
Council Member, Ward # 2**

In Ward 3:

**Mayor
Council Member, Ward # 3**

Section 4. Election Precincts; Polling Place.

That the City of Roanoke hereby designates one (1) Election Day polling location for the voters of the City of Roanoke. The Election Day polling place and election officials shall be as administered by the Denton County and Tarrant County Elections Administrators:

Polling Place

Denton County Elections
701 Kimberly Drive, Suite A101
Denton, Texas 76208

Tarrant County Elections
2700 Premier Street
Fort Worth, Texas 76111

Officials

Denton County Elections Administrator
701 Kimberly Drive, Suite A101
Denton, Texas 76208
_____ - Judge

Tarrant County Elections Administrator
2700 Premier Street
Fort Worth, Texas 76111
_____ - Judge

The Election Judge may appoint such other clerks as needed to serve and assist in the conduct of the election. The Election Judge and Alternate Judge for the general election shall also serve

as the Presiding Judge and Alternate Judge of the Early Voting Ballot Board, and are hereby directed to perform the duties required by the Texas Election Code, as amended.

Section 5. Early Voting; Early Voting Polling Place.

That early voting shall commence on Monday, April 22, 2024, and shall close on Tuesday, April 30, 2024. During the lawful early voting by personal appearance period (April 22, 2024, through April 30, 2024), the City Secretary shall keep such place for early voting open for early voting on the dates and times as depicted in ***Exhibit A***, which is attached hereto and incorporated herein for all purposes.

Section 6. Election Compliance.

That this election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all City elections, the Mayor, City Secretary, or City Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this Ordinance.

Section 7. Voting Qualification; Voting Materials.

That all registered, qualified voters of the City shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended, shall be printed in English and Spanish for use at the polling places and for early voting for the Election.

Section 8. Compensation for Services.

That the Election Judges shall be paid the sum of fifteen dollars (\$15.00) per hour for services provided in conducting the election. That the Alternate Election Judges shall be paid the sum of fourteen dollars (\$14.00) per hour for services provided in conducting the election. The Election Clerks shall be paid the sum of thirteen dollars (\$13.00) per hour for services provided in conducting the election.

Section 9. Notices.

That the City Secretary is hereby ordered and directed to give notice of the election by:

- (a) Publishing the notice of the election at least once, not more than thirty (30) days nor less than ten (10) days before the election in the official newspaper of the City, or between April 4, 2024 and April 24, 2024;
- (b) Filing with the City Secretary, a copy of the notice of the election;
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the City Council at least twenty-one (21) days before the election, by April 13, 2024; and
- (d) Delivering notice of the election to the Denton and Tarrant County clerks not later than the 60th day before election day, or March 5, 2024.

The City Secretary shall file with the City Secretary a copy of the Publisher's Affidavit, which complies with the Texas Election Code, as amended, that the notice was published, with the name of the newspaper and the dates of publication.

Section 10. Run-Off Election.

If a run-off election becomes necessary, the Denton and Tarrant County Election Administrator's offices will conduct the run-off election. Should any candidate for any one of said offices fail to

receive a majority of all votes cast for such office, a run-off election is hereby ordered as provided for by the Texas Election Code.

Section 11. Severability Clause.

That if any word, section, article, phrase, paragraph, sentence, clause, or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force and effect.

Section 12. Effective Date.

That this Ordinance shall take effect from and after its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas on this the **23rd** day of **January, 2024**.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

[Early Voting Times and Locations]

ORDENANZA NO. 2024-100

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE ROANOKE, TEXAS, QUE ORDENA REALIZAR ELECCIÓN GENERAL EL DÍA 4 DE MAYO DE 2024, CON EL PROPÓSITO DE ELEGIR AL ALCALDE Y TRES (3) MIEMBROS DEL CONCEJO MUNICIPAL, UNO (1) POR DISTRITO ELECTORAL, TODOS POR PERÍODOS DE TRES (3) AÑOS; PROVEER FUNCIONARIOS ELECTORALES; DESIGNAR EL LUGAR Y FORMA DE REALIZAR DICHA ELECCIÓN; DESIGNAR EL LUGAR DE VOTACIÓN ANTICIPADA; DESIGNAR AL SECRETARIO DE VOTACIÓN ANTICIPADA; PROVEER LA PUBLICACIÓN DEL AVISO; PROVEER UNA CLÁUSULA DE DIVISIBILIDAD; Y ESTABLECER UNA FECHA DE VIGENCIA INMEDIATA.

CONSIDERANDO que la Sección 41.001(a) del Código Electoral de Texas establece el sábado 4 de mayo de 2024 como fecha electoral uniforme para la ciudad de Roanoke, Texas; y

CONSIDERANDO que la Sección 3.005(a) del Código Electoral de Texas requiere que la Ciudad de Roanoke, Texas, ordene la elección al menos setenta y ocho (78) días antes de la fecha electoral uniforme, a más tardar el viernes 16 de febrero de 2024; y

CONSIDERANDO que la reunión en la que se considera esta Ordenanza está abierta al público según lo exige la ley, y se dio aviso público de la hora, lugar y propósito de dicha reunión según lo exige la Sección 551.043 del Código de Gobierno de Texas.

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE ROANOKE, TEXAS ORDENA:

Sección 1. Orden de elección, fecha de elección y propósito de la elección.

Que se llevará a cabo una Elección General el sábado 4 de mayo de 2024, entre las siete de la mañana (7:00 a.m.) y las siete de la noche (7:00 p.m.), en la Biblioteca Pública de Roanoke, 308 S. Walnut, Roanoke, Texas, para los siguientes propósitos:

- (a) Se llevará a cabo una Elección General para elegir al Alcalde en general, por un período de tres (3) años, según lo prescrito en la Carta Autónoma. El candidato a Alcalde que reciba la mayoría de votos de la Ciudad se considerará elegido Alcalde por un período de tres años en el cargo.
- (b) Se llevará a cabo una Elección General para elegir un Miembro del Concejo Municipal para el Distrito 1, un Miembro del Concejo Municipal para el Distrito 2 y un Miembro del Concejo Municipal para el Distrito 3, por períodos de tres (3) años en el cargo, según lo prescrito por la Carta Autónoma. El candidato a Miembro del Consejo para el Distrito correspondiente que reciba la mayoría de votos del Distrito correspondiente se considerará elegido Miembro del Consejo de dicho Distrito por un periodo de tres años en el cargo.

Sección 2. Fecha límite para la presentación de candidatos.

Que los candidatos a los cargos de Alcalde y miembros del Concejo Municipal podrán inscribirse ante el Secretario Municipal de la Ciudad de Roanoke, Texas, para Alcalde, o uno de los tres (3) lugares de miembros del Concejo, a partir del miércoles 17 de enero de 2024 y hasta las 5:00 p.m. el viernes 16 de febrero de 2024. El último día para la inscripción de un candidato será las 5:00 p.m. del 20 de febrero de 2024.

Sección 3. Sistema de votación.

Que la votación en la fecha de la Elección, y por tanto la votación anticipada, se realizará mediante el uso de un sistema de votación legalmente aprobado. La preparación del equipo de votación que se utilizará en relación con dicho sistema de votación y las boletas electorales oficiales para la Elección se ajustarán al Código Electoral de Texas, según enmienda, para permitir que los votantes calificados de cada Distrito elijan al Alcalde y a uno (1) Miembro del Concejo Municipal de dicho Distrito. Dichas boletas electorales deberán tener impresas las disposiciones, marcas y lenguaje que requiera la ley, y los Candidatos se expresarán en dichas boletas sustancialmente en la forma y el lenguaje siguientes:

**ELECCION GENERAL
Ciudad de Roanoke, Texas
4 de mayo de 2024**

BOLETA ELECTORAL OFICIAL

En el Distrito 1:

**Alcalde
Miembro del Consejo, Distrito # 1**

En el Distrito 2:

**Alcalde
Miembro del Consejo, Distrito # 2**

En el Distrito 3:

**Alcalde
Miembro del Consejo, Distrito # 3**

Sección 4. Recintos electorales; Lugar de votación

Que la Ciudad de Roanoke por la presente designa un (1) lugar de votación el Día de las Elecciones para los votantes de la Ciudad de Roanoke. El lugar de votación el Día de las Elecciones y los funcionarios electorales del día de las elecciones serán administrados por los Administradores de Elecciones de los condados de Denton y Tarrant:

Lugar de Votación

Funcionarios

Elecciones del Condado de Denton
701 Kimberly Drive, Suite A101
Denton, Texas 76208

Administrador de las Elecciones del
Condado de Denton
701 Kimberly Drive, Suite A101
Denton, Texas 76208

_____ - Juez

Elecciones del Condado de Tarrant
2700 Premier Street
Fort Worth, Texas 76111

Administrador de las Elecciones del
Condado de Tarrant
2700 Premier Street
Fort Worth, Texas 76111

_____ - Juez

El Juez Electoral podrá nombrar a otros secretarios según sea necesario para servir y ayudar en la realización de la elección. El Juez Electoral y el Juez Suplente de las elecciones generales también

actuarán como Juez Presidente y Juez Suplente de la Junta de Votación Anticipada, y por la presente se les ordena que realicen las funciones requeridas por el Código Electoral de Texas, según enmienda.

Sección 5. Votación Anticipada; Lugar de votación anticipada.

Que la votación anticipada comenzará el lunes 22 de abril de 2024 y cerrará el martes 30 de abril de 2024. Durante el período legal de votación anticipada en persona (del 22 de abril de 2024 al 30 de abril de 2024), el Secretario Municipal deberá mantener dicho lugar de votación anticipada abierto para la votación anticipada en las fechas y horas que se muestran en el **Anexo A**, que se adjunta al presente y se incorpora al mismo para todos los propósitos.

Sección 6. Cumplimiento electoral.

Que esta elección se llevará a cabo de acuerdo con las leyes electorales del Estado de Texas y se registrará por ellas. En todas las elecciones de la Ciudad, el Alcalde, el Secretario Municipal o el Concejo Municipal realizarán cada acto según sea necesario, en relación con la celebración y consumación de dicha elección, y para dar efecto a la intención de esta Ordenanza.

Sección 7. Calificación para votar; Materiales de votación.

Que a todos los votantes registrados y calificados de la Ciudad se les permitirá votar en la elección. Además, los materiales electorales enumerados en el Código Electoral de Texas, según enmienda, se imprimirán en inglés y español para su uso en los lugares de votación y para la votación anticipada de la Elección.

Sección 8. Compensación por servicios.

Que a los Jueces Electorales se les pagará la suma de quince dólares (\$15.00) por hora por los servicios prestados en la realización de la elección. Que a los Jueces Suplentes de Elecciones se les pagará la suma de catorce dólares (\$14.00) por hora por los servicios prestados en la realización de la elección. Los Secretarios Electorales recibirán la suma de trece dólares (\$13.00) por hora por los servicios prestados en la realización de la elección.

Sección 9. Avisos.

Que por la presente se ordena al Secretario Municipal que dé aviso de la elección mediante:

- (a) Publicar el aviso de elección por lo menos una vez, no más de treinta (30) días ni menos de diez (10) días antes de la elección en el periódico oficial de la Ciudad, o entre el 4 de abril de 2024 y el 24 de abril de 2024;
- (b) Presentar ante el Secretario Municipal una copia del aviso de elección;
- (c) Publicar una copia del aviso en el boletín de anuncios utilizado para publicar avisos de las reuniones del Concejo Municipal al menos veintiún (21) días antes de la elección, a más tardar el 13 de abril de 2024; y
- (d) Entregar el aviso de la elección a los secretarios de los condados de Denton y Tarrant a más tardar el día 60 antes del día de las elecciones, o el 5 de marzo de 2024.

El Secretario Municipal deberá presentar ante el Secretario Municipal una copia de la Declaración Jurada del Editor, que cumpla con el Código Electoral de Texas, según enmienda, de que se publicó el aviso, con el nombre del periódico y las fechas de publicación.

Sección 10. Elección de segunda vuelta.

Si es necesaria una segunda vuelta, las oficinas del Administrador Electoral de los condados de Denton y Tarrant llevarán a cabo la segunda vuelta. Si algún candidato para cualquiera de dichos cargos no recibe

la mayoría de todos los votos emitidos para dicho cargo, por la presente se ordena una segunda vuelta según lo dispuesto por el Código Electoral de Texas.

Sección 11. Cláusula de Divisibilidad.

Que si cualquier palabra, sección, artículo, frase, párrafo, oración, cláusula o parte de esta ordenanza o aplicación de la misma a cualquier persona o circunstancia es considerada inválida o inconstitucional por un tribunal de jurisdicción competente, dicha decisión no afectará la validez de la parte restante de esta ordenanza; y el Concejo Municipal por la presente declara que habría aprobado las partes restantes de esta ordenanza a pesar de dicha invalidez, cuyas partes restantes permanecerán en pleno vigor y efecto.

Sección 12. Fecha de vigencia.

Que esta Ordenanza entrará en vigor a partir de su aprobación.

VALIDADO, APROBADO Y ADOPTADO por el Concejo Municipal de la Ciudad de Roanoke, Texas, el día **23 de enero de 2024**.

APROBADO:

Carl E. Gierisch, Jr., Alcalde

DAN FE:

April S. Hill, Secretaria Municipal

APROBADO EN CUANTO A FORMA:

Jeff Moore, Fiscal Municipal

Anexo A

[Horarios y lugares de votación anticipada]

SẮC LỆNH SỐ 2024-100

SẮC LỆNH CỦA HỘI ĐỒNG THÀNH PHỐ ROANOKE, TEXAS, RA LỆNH TỔ CHỨC TỔNG TUYỂN CỬ VÀO NGÀY 4 THÁNG 5 NĂM 2024, NHẪM MỤC ĐÍCH BẦU THỊ TRƯỞNG VÀ BA (3) ỦY VIÊN HỘI ĐỒNG THÀNH PHỐ, MỘT (1) CHO MỖI ĐỊA HẠT, TẤT CẢ ĐẢM NHẬN NHIỆM KỲ BA (3) NĂM; QUY ĐỊNH CHO NHÂN VIÊN BẦU CỬ; CHỈ ĐỊNH NƠI VÀ CÁCH THỨC TỔ CHỨC BẦU CỬ; CHỈ ĐỊNH ĐỊA ĐIỂM BỎ PHIẾU SỚM; CHỈ ĐỊNH THƯ KÝ BẦU CỬ SỚM; QUY ĐỊNH VỀ VIỆC ĐĂNG VÀ CÔNG BỐ THÔNG BÁO; QUY ĐỊNH ĐIỀU KHOẢN VỀ TÍNH HIỆU LỰC TỪNG PHẦN; VÀ QUY ĐỊNH NGÀY CÓ HIỆU LỰC NGAY LẬP TỨC.

XÉT THẤY RẰNG, Mục 41.001(a) của Bộ luật Bầu cử Texas quy định Thứ Bảy, ngày 4 tháng 5 năm 2024 là ngày bầu cử thống nhất cho Thành phố Roanoke, Texas; và

XÉT THẤY RẰNG, Mục 3.005(a) của Bộ luật Bầu cử Texas yêu cầu Thành phố Roanoke, Texas ra lệnh bầu cử ít nhất bảy mươi tám (78) ngày trước ngày bầu cử thống nhất là Thứ Sáu, ngày 16 tháng 2 năm 2024; và

XÉT THẤY RẰNG, cuộc họp mà Sắc lệnh này được xem xét được mở cửa cho công chúng theo yêu cầu của pháp luật và thông báo công khai về thời gian, địa điểm và mục đích của cuộc họp nói trên đã được đưa ra theo yêu cầu của Mục 551.043 của Bộ luật Chính phủ Texas.

VÌ VẬY, BÂY GIỜ, HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ ROANOKE, TEXAS LỆNH:

Phần 1. Lệnh bầu cử, Ngày bầu cử và Mục đích bầu cử.

Một cuộc Tổng Tuyển Cử sẽ được tổ chức vào Thứ Bảy, ngày 4 tháng 5 năm 2024, trong khoảng thời gian từ bảy giờ sáng (7:00 sáng) đến bảy giờ tối (7:00 tối), tại Thư viện công cộng Roanoke, 308 S. Walnut, Roanoke, Texas, nhằm mục đích sau:

- (a) Cuộc Tổng Tuyển Cử sẽ được tổ chức để bầu ra Thị trưởng, với nhiệm kỳ ba (3) năm, theo quy định của Điều lệ Nội quy. Ứng cử viên cho chức Thị trưởng nhận được đa số phiếu bầu của Thành phố sẽ được coi là được bầu làm Thị trưởng với nhiệm kỳ ba năm.
- (b) Tổng Tuyển Cử sẽ được tổ chức để bầu ra Ủy viên Hội đồng Thành phố cho Địa hạt số 1, Ủy viên Hội đồng Thành phố cho Địa hạt số 2 và Ủy viên Hội đồng Thành phố cho Địa hạt số 3, với nhiệm kỳ ba (3) năm, theo quy định của Điều lệ Nội quy. Ứng cử viên cho chức vụ Ủy viên Hội đồng cho Địa hạt hiện hành nhận được đa số phiếu bầu từ Địa hạt hiện hành sẽ được coi là được bầu làm Ủy viên Hội đồng từ Địa hạt nói trên với nhiệm kỳ ba năm.

Phần 2. Hạn chót nộp hồ sơ của ứng cử viên.

Các ứng cử viên cho chức vụ Thị trưởng và Ủy viên Hội đồng Thành phố có thể nộp hồ sơ lên Thư ký Thành phố Thành phố Roanoke, Texas cho vị trí Thị trưởng hoặc một trong ba (3) vị trí Ủy viên Hội đồng bắt đầu từ Thứ Tư, ngày 17 tháng 1 năm 2024 và cho đến 5:00 chiều thứ Sáu, ngày 16 tháng 2 năm 2024. Ngày cuối cùng để điền thêm ứng cử viên vào danh sách sẽ là 5:00 chiều ngày 20 tháng 2 năm 2024.

Phần 3. Hệ thống bỏ phiếu.

Việc bỏ phiếu vào ngày Bầu cử và do đó bỏ phiếu sớm sẽ được thực hiện bằng cách sử dụng hệ thống bỏ phiếu được phê duyệt hợp pháp. Việc chuẩn bị thiết bị bỏ phiếu được sử dụng cùng với hệ thống bỏ phiếu đó và các lá phiếu chính thức cho Cuộc bầu cử phải tuân theo Bộ luật Bầu cử Texas, đã được sửa đổi, để cho phép các cử tri đủ điều kiện từ mỗi Địa hạt bầu ra Thị trưởng và một (1) Ủy viên Hội đồng Thành phố từ Địa hạt nói trên. Các lá phiếu nói trên phải in trong đó các điều khoản, đánh dấu và ngôn ngữ theo yêu cầu của pháp luật và các Ứng cử viên sẽ được ghi tên trong các lá phiếu nói trên về cơ bản theo hình thức và ngôn ngữ sau:

TỔNG TUYỂN CỬ Thành phố Roanoke, Texas Ngày 4 tháng 5 năm 2024

LÁ PHIẾU CHÍNH THỨC

Ở Địa hạt số 1:

**Thị trưởng
Ủy viên Hội đồng, Địa hạt số 1**

Ở Địa hạt số 2:

**Thị trưởng
Ủy viên Hội đồng, Địa hạt số 2**

Ở Địa hạt số 3:

**Thị trưởng
Ủy viên Hội đồng, Địa hạt số 3**

Phần 4. Khu bầu cử; Địa điểm bỏ phiếu.

Thành phố Roanoke chỉ định một (1) địa điểm bỏ phiếu trong Ngày bầu cử cho cử tri của Thành phố Roanoke. Địa điểm bỏ phiếu trong Ngày bầu cử và các viên chức bầu cử sẽ được quản lý bởi Quản trị viên Bầu cử Quận Denton và Quận Tarrant:

Địa điểm bỏ phiếu

Denton County Elections
701 Kimberly Drive, Suite A101
Denton, Texas 76208

Tarrant County Elections
2700 Premier Street
Fort Worth, Texas 76111

Viên chức

Quản trị viên Bầu cử Quận Denton
701 Kimberly Drive, Suite A101
Denton, Texas 76208

_____ - Thẩm phán

Quản trị viên Bầu cử Quận Tarrant
2700 Premier Street
Fort Worth, Texas 76111

_____ - Thẩm phán

Thẩm phán Bầu cử có thể bổ nhiệm những thư ký khác nếu cần thiết để phục vụ và hỗ trợ việc tiến hành cuộc bầu cử. Thẩm phán bầu cử và Thẩm phán thay thế cho cuộc tổng tuyển cử cũng

sẽ giữ vai trò là Thẩm phán chủ tọa và Thẩm phán thay thế của Hội đồng Bỏ phiếu sớm, và theo đây được chỉ đạo thực hiện các nhiệm vụ theo yêu cầu của Bộ luật Bầu cử Texas, như đã sửa đổi.

Phần 5. Bỏ phiếu sớm; Địa điểm Bỏ phiếu sớm.

Bỏ phiếu sớm sẽ bắt đầu vào Thứ Hai, ngày 22 tháng 4 năm 2024 và sẽ kết thúc vào Thứ Ba, ngày 30 tháng 4 năm 2024. Trong thời gian đích thân đến bỏ phiếu sớm hợp pháp (ngày 22 tháng 4 năm 2024 đến ngày 30 tháng 4 năm 2024), Thư ký Thành phố sẽ duy trì địa điểm bỏ phiếu sớm đó để bỏ phiếu sớm vào ngày và giờ như được mô tả trong ***Đệ trình A***, được đính kèm ở đây và được đưa vào đây cho tất cả các mục đích.

Phần 6. Tuân thủ Bầu cử.

Cuộc bầu cử này sẽ được tổ chức phù hợp và chịu sự điều chỉnh của luật bầu cử của Tiểu Bang Texas. Trong tất cả các cuộc bầu cử của Thành phố, Thị trưởng, Thư ký Thành phố hoặc Hội đồng Thành phố sẽ thực hiện từng hành động theo yêu cầu, liên quan đến việc tổ chức và hoàn thành cuộc bầu cử đó và để thực hiện mục đích của Sắc lệnh này.

Phần 7. Tư cách bầu cử; Tài liệu bầu cử.

Tất cả các cử tri đủ điều kiện và đã đăng ký của Thành phố sẽ được phép bỏ phiếu tại cuộc bầu cử. Ngoài ra, các tài liệu bầu cử được liệt kê trong Bộ luật Bầu cử Texas, như được sửa đổi, sẽ được in bằng tiếng Anh và tiếng Tây Ban Nha để sử dụng tại các địa điểm bỏ phiếu và bỏ phiếu sớm cho Cuộc bầu cử.

Phần 8. Thù lao cho việc phục vụ.

Các Thẩm phán Bầu cử sẽ được trả số tiền thù lao là mười lăm đô la (15 USD) mỗi giờ khi làm việc tại cuộc bầu cử. Các Thẩm phán Bầu cử thay thế sẽ được trả số tiền mười bốn đô la (14 USD) mỗi giờ khi làm việc tại cuộc bầu cử. Thư ký Bầu cử sẽ được trả số tiền mười ba đô la (13 USD) mỗi giờ khi làm việc tại cuộc bầu cử.

Phần 9. Thông báo.

Thư ký Thành phố được lệnh và chỉ đạo đưa ra thông báo về cuộc bầu cử bằng cách:

- (a) Công bố thông báo bầu cử ít nhất một lần, không quá ba mươi (30) ngày và không ít hơn mười (10) ngày trước cuộc bầu cử trên tờ báo chính thức của Thành phố, hoặc trong khoảng thời gian từ ngày 4 tháng 4 năm 2024 đến ngày 24 tháng 4, 2024;
- (b) Nộp cho Thư ký Thành phố một bản sao thông báo bầu cử;
- (c) Đăng bản sao thông báo trên bảng tin dùng để đăng thông báo về các cuộc họp của Hội đồng Thành phố ít nhất hai mươi mốt (21) ngày trước cuộc bầu cử, trước ngày 13 tháng 4 năm 2024; và
- (d) Gửi thông báo về cuộc bầu cử cho các thư ký Quận Denton và Tarrant không muộn hơn ngày thứ 60 trước ngày bầu cử, hoặc ngày 5 tháng 3 năm 2024.

Thư ký Thành phố sẽ nộp cho Thư ký Thành phố một bản sao Tuyên thệ của Nhà xuất bản, tuân thủ Bộ luật Bầu cử Texas, đã được sửa đổi, rằng thông báo đã được xuất bản, cùng với tên của tờ báo và ngày xuất bản.

Phần 10. Bầu cử vòng hai.

Nếu cần phải có một cuộc bầu cử vòng hai, văn phòng Quản trị viên Bầu cử Quận Denton và

Tarrant sẽ tiến hành cuộc bầu cử vòng hai. Nếu bất kỳ ứng cử viên nào cho bất kỳ chức vụ nào nói trên không nhận được đa số phiếu bầu cho chức vụ đó, thì một cuộc bầu cử vòng hai sẽ được tiến hành theo quy định của Bộ luật Bầu cử Texas.

Phần 11. Điều khoản về Tính hiệu lực từng phần.

Nếu bất kỳ từ, phần, điều, cụm từ, đoạn, câu, điều khoản hoặc mục nào của sắc lệnh này hoặc việc áp dụng của nó đối với bất kỳ cá nhân hoặc hoàn cảnh nào bị tòa án có thẩm quyền xét xử coi là không hợp lệ hoặc vi hiến, thì quyết định đó sẽ không ảnh hưởng đến hiệu lực của phần còn lại của sắc lệnh này; và Hội đồng Thành phố qua đây tuyên bố rằng họ sẽ thông qua các phần còn lại của sắc lệnh này bất chấp sự vô hiệu đó, các phần còn lại sẽ vẫn có đầy đủ hiệu lực.

Phần 12. Ngày có hiệu lực.

Sắc lệnh này sẽ có hiệu lực kể từ và sau khi được thông qua.

ĐƯỢC THÔNG QUA, PHÊ DUYỆT VÀ ÁP DỤNG bởi Hội đồng Thành phố Roanoke, Texas vào **ngày 23 tháng 1 năm 2024.**

NGƯỜI PHÊ DUYỆT:

Carl E. Gierisch, Jr., Thị trưởng

XÁC NHẬN:

April S. Hill, Thư ký Thành phố

PHÊ CHUẨN ĐÚNG VỚI NỘI DUNG TRONG MẪU:

Jeff Moore, Luật sư Thành phố

Đệ trình A

[Thời gian và Địa điểm Bỏ phiếu sớm]