

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

**FEBRUARY 27, 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 February 13, 2024.
2. Consider approval of a Wrecker Service Agreement between the City of Roanoke and All American Towing & Recovery Inc.



**AGENDA FOR THE MEETING
OF THE ROANOKE CITY COUNCIL**

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3. Consider approval and authorization of the Roanoke Municipal Court Administrator to execute an Interlocal Cooperation Contract (ICC) with the Department of Public Safety (DPS) for the Failure to Appear (FTA) Program.
4. Consider approval of Resolution No. 2024-101R authorizing membership in the Atmos cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

E. 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 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.

F. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, February 22, 2024, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.



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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. **BRILLE 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: 02/13/2024 - CC Minutes

MEETING DATE: February 27, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on February 13, 2024.

INFORMATION:**STAFF RECOMMENDATION:****SPECIAL CONSIDERATION:****FINANCIAL CONSIDERATION:****ATTACHMENTS:**

1. CCMin 02-13-2024

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



Carl E. Gierisch, Jr., Mayor

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

**MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
FEBRUARY 13, 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: Fire Chief Chris Addington, Public Works Director Shawn Wilkinson, Parks and Recreation Director Ray McDonald, Development Services Manager J.R. Hames, and Executive Assistant Jeannie Homer.

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

City Manager Cody Petree announced the annual Valentine's Dance was held on February 9th and was a big success.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION

The City of Decatur Chief of Police Delvon Campbell, representing the Texas Police Chiefs Association Foundation (TPCAF), presented an Accreditation Award to the Roanoke Police Department.



**MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL**

**February 13, 2024
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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 January 23, 2024.
2. Consider approval of the minutes from the City Council and Planning and Zoning Commission Joint Workshop held on January 23, 2024.
3. Consider approval of Sedalco Construction final package which completes our Guaranteed Maximum Price (GMP) for the new police and courts facility.

Motion made by Holly Gray second by Hogan Page to approve Consent Agenda Items 1 through 3.

Motion carried unanimously.

F. NEW BUSINESS

1. Motion made by Holly Gray second by David Thompson to approve a joint election agreement and contract for election services with Denton County for the May 4, 2024 General Election.

Motion carried unanimously.

2. Motion made by Holly Gray second by David Thompson to approve a joint election agreement and contract for election services with Tarrant County for the May 4, 2024 General Election.

Motion carried unanimously.

3. Overview and discussion of the water and wastewater fund and rates.

Chris Ekrut with NewGen Strategies & Solutions gave an overview of the water and wastewater rate study.

Mayor Gierisch explained the history of the City of Roanoke's relationship with the Trinity River Authority (TRA) and the related rates.

Mayor Pro Tem Holly Gray stated the City of Roanoke pays more than its fair share of the infrastructure.

City Manager Cody Petree explained Fort Worth rates are easier to interpret, as TRA is not, due to a different rate structure.



**MINUTES FOR THE REGULAR MEETING
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Chris Ekrut with NewGen Strategies & Solutions stated the City of Roanoke receives its water from Fort Worth and TRA, and their rates affect the city's rates.

Mayor Gierisch stated the water rates charged by some of the surrounding cities are very high, in comparison to Roanoke's rates. Mayor Gierisch explained, in order to keep up with the increasing rates from Fort Worth and TRA, a gradual increase in rates would be better than a large increase imposed at once.

Mayor Pro Tem Holly Gray asked if the reserves could be utilized more.

City Manager Cody Petree stated that we are required to maintain a certain percentage in the reserves, and there is a water storage project in the near future. Mr. Petree explained that by reducing reserves too much, can have a negative impact on the city's bond rating.

Council member David Thompson stated the city needs to find the balance between using some of the reserves, but without causing a negative impact.

Council member Bryan Moyers stated if TRA raises their rates by a large margin next year, then we will still run the risk of taking the reserves too low.

City Manager Cody Petree explained that last year, due to several factors, it was difficult getting the actual rates.

Council member David Thompson stated it looks as if the rates will level out in 2028 and asked if this would allow the city to put more back into the reserves.

Mayor Pro Tem Holly Gray stated that it would be better to anticipate a rate increase every year or every other year, due to the rate increases imposed by Fort Worth and TRA.

Mayor Gierisch stated the city has been very conservative, but unfortunately costs continue to rise.

Mayor Pro Tem Holly Gray stated that it is basically a "pass through" on the rates. The rates have continued to rise, but we have not increased the city's rates.

City Manager Cody Petree stated moving forward rates will be discussed during the budget process, so Mayor and City Council will have the option to increase rates to keep up with the current costs.

4. Motion made by Holly Gray second by David Thompson to approve Ordinance No. 2024-102 amending Appendix A-Fee Schedule, Article 7.000 – Utilities related fees.

Motion carried unanimously.



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

February 13, 2024
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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:

CITY COUNCIL DID CONVENED INTO CLOSED SESSION AT 7:38 P.M.

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.

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:

CITY COUNCIL RECONVENED INTO REGULAR SESSION AT 7:51 P.M.

1. **Section 551.087 of the TEXAS GOVERNMENT CODE** 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.

Motion made by Holly Gray second by Bryan Moyers to approve a Chapter 380 Agreement with NS Development Partners, LLC. on the terms as discussed in executive session.

Motion carried unanimously.

H. ADJOURNMENT

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 7:52 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Wrecker Service Agreement - All American Towing & Recovery Inc.

MEETING DATE: February 27, 2024

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of a Wrecker Service Agreement between the City of Roanoke and All American Towing & Recovery Inc.

INFORMATION:

Consider approval of a Wrecker Service Agreement between the City of Roanoke and All American Towing & Recovery Inc. for towing and vehicle storage services on an "as needed" basis for a period of five (5) years. The City of Roanoke has the right to renew this contract for another five (5) year term, unless terminated.

All American Towing shall furnish all equipment, materials, labor, and personnel for tow truck services required on a twenty-four hour, seven days a week, year-round basis. All services shall be performed in compliance with state and local laws. All American warrants and maintains all equipment and services and shall maintain insurance for the duration of the contract.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

There is no financial obligation by the City of Roanoke.

ATTACHMENTS:

1. Roanoke signed bid
2. All American Towing & Recovery Inc - Wrecker Service Agreement

7. Cost Proposal

Base Charge- Pulls up to 5000 pounds within 2 miles of city limits	145.00
Mileage Rate Paid on way	5.25/mile
Dolly/ Flatbed Fee	50.00
Light Duty Waiting Time (after 25 minutes)	100.00/hr
Light Duty Labor (After 25 minutes)	140.00/hr
Base Charge over 5 Tons (Towing)	350.00/HR
Daily Storage Fee up to 25 Feet	21.03 Per Day
Daily Storage Fee over 25 ft	36.80 Per day
Fuel Adjustment Light Duty	38.00
Fuel Adjustment Heavy Duty	10% of Hourly Rate

No charge for towing city equipment.

Michael Phillips
All American Towing & Recovery, Inc.
President

x 

Date 1.8.24

Heavy Duty Recovery/ Winching Rates

Heavy Duty Recovery Hourly	525.00/HR
Rotator Recovery Hourly (only used when requested or use of rotator provides advantage to clearing roadway)	950.00/HR
Landoll/Lowboy Hourly	450.00/HR
Skid Steer/ Excavator/ Forklift (includes transportation to and from scene as well as machine operator)	375.00/HR
Heavy Rigging Supervisor	175.00/HR

Extreme Recovery Situation (Overturned 18 wheeler, Commercial Vehicle Completely Engulfed in fire)

We utilize price per pound billing for extreme recovery situations of vehicles weighing in excess of 26001 Pounds. This is only used to make pricing transparent for insurance companies and common carriers. The argument of pricing is often the amount of billable time that a company takes to complete a large recovery. It is often argued that companies will take an exorbitant amount of time to clear a roadway in order to justify a bill. The price per pound billing method takes away the argument because the billing structure focuses directly on the weight being recovered and not the time it takes to recover the weight. This pricing is not used for standard winch outs, fender benders, or easily accomplished accidents. This is used for the major commercial vehicle accidents that tend to take more equipment, manpower, and time. Hourly charges are not combined with price per pound.

Base Rate: Contained Recovery/ Winching	.10 cents per pound
Spilled Cargo/ Cargo Recovery (Includes machinery, transport, manpower, equipment, equipment operators)	.15 cents per pound
Travel within 50 Round trip Miles (includes unloaded and loaded travel, port to port equipment travel)	.03 cents per pound
Casualty overturned (Power unit or trailer, requires additional equipment, manpower, planning, risk, rigging and time to upright)	.05 cents per pound
Casualty Cab-Body Detached from Chassis (Power unit or trailer, requires additional equipment, manpower, planning, risk, rigging and time to transport)	.03 cents per pound
Casualty more than 50' from roadway (charged for every additional 50' after first 51')	.03 Cents per pound

Michael Phillips
All American Towing & Recovery, Inc.
President

x 

Date 1.8.24

Trailer Damaged (frame, suspension, doors open, and/or sidewall blown out, additional labor, equipment and transport time required)	.10 cents per pound
Trailer Dolly Required (trailer broken in half or required rear towing, additional equipment, labor, transport time)	.02 cents per pound
Speed Collision Factor (Based on posted speed limit, debris field, impact and safety factor determined by speed)	30MPH- .03 cents per pound 31-50 MPH - .05 Cents Per Pound 51-70MPH - .07 Cents per pound

Price per Pound minimum weight calculations based on Federal Highway Administration vehicle classification categories and FMCSA industry standard weight classes for specific vehicle types. In the event of weight dispute, the vehicles registered curb-weight combined with load manifest specific cargo weight controls.

Minimum Weight Calculations via F.H.A.

- Class 6 and under commercial vehicles 26000lbs
- 2 axle straight trucks class A 35000lbs
- 3 axle straight truck (concrete mixers, garbage trucks) 54000 lbs
- 4 or more axles single unit 65000lbs
- 4 or more axles combination unit-Empty 54000lbs
- 4 or more axles combination unit- loaded 75000lbs

Michael Phillips
All American Towing & Recovery, Inc.
President

x 

Date 1.8.24

CITY OF ROANOKE

WRECKER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into effective this 27th day of February, 2024, by the CITY OF ROANOKE, a general law city, hereinafter referred to as "City", and All American Towing & Recovery Inc., hereinafter referred to as "Contractor".

TERM

This agreement is for a period of five (5) years, beginning at 12:01 a.m. on the 27th day of February, 2024, and ending at midnight on the 27th day of February, 2029, unless terminated as hereinafter provided. The City of Roanoke has the right to renew this contract for a five (5) year term, beginning at 12:01 a.m. on 27th day of January, 2029, and ending at midnight on the 31st day of December, 2033, unless terminated as hereinafter provided.

SCOPE

- (a) Contractor shall furnish all equipment, materials, labor and personnel for tow truck services required for police ordered tows (non-consent tows), and tows where the person in charge of the vehicle makes no selection of a tow truck to this contract. Contractors shall also provide service for all tows requested for efficient and timely manner to support Police Department and Equipment Services and operations on a twenty-four hour, seven day a week, three hundred sixty five days a year basis. Such services shall be performed in compliance with the State and local laws including, but not limited to the Roanoke Code of Ordinances, and in accordance with the specifications and Contractor's bid upon which this contract is based, which documents are made a part hereof. The Contractor shall be used for all non-consent and contract tows required by the Police Department. If the Contractor is unable to perform in a timely manner the City may utilize other operators. Non-consent tows include illegally parked, inoperable, abandoned vehicles, or vehicles involved in situations where the driver is hospitalized or incarcerated, and vehicles seized or held as evidence in a criminal case.
- (b) Contractor's services shall also be used for all City-owned vehicles and equipment as required. Towing may be within the City limits or outside the City limits.
- (c) Contractor shall provide, at its own expense, all notices and services necessary to dispose of unclaimed vehicles in the manner provided by law.

ASSIGNMENT

Contractor shall not assign his/her rights and duties under this contract without the written consent of the Roanoke Chief of Police. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

WARRANTIES/GUARANTEES

The Contractor warrants and guarantees all equipment and services required under this agreement to be satisfactory throughout the life of the agreement.

INSURANCE REQUIREMENTS

Contractor shall maintain insurance as specified below in force for the duration of this contract. The required insurance must be with an insurance company licensed in the State of Texas or have an agent in Texas, and an A.M. Best rating of 'A' or better. Copies of insurance certificates shall be provided to the Police Department on an annual basis or when any changes in coverage occurs. All insurance policies will be amended by endorsement requiring the insurance carrier to provide a written notice to the City thirty (30) days prior to cancellation or non-renewal of insurance coverage. City may require proof of insurance at any time, and any lapse in coverage may result in immediate termination of this contract. Required Insurance:

- a) Automobile Liability:
Bodily Injury Liability:
 Per each person Combined Single Limit
 Per each occurrence of \$1 million or equivalent
 Per each occurrence
- b) General Liability
Bodily Injury Liability:
 Per each person Combined Single Limit
 Per each occurrence of \$1 million of equivalent
 Per each occurrence
- c) Garage Liability:
Bodily Injury Liability:
 Per each person \$500,000.00
 Per each occurrence \$500,000.00
Property Damage:
 Per each occurrence \$500,000.00
- d) Garage Keeper Legal Liability:
Storage Coverage
 Per each occurrence \$300,000.00
- e) Cargo Insurance:
Towing Coverage:
 Per each occurrence
 (1) For wreckers under 26,000 pounds Gross Vehicle Weight: \$60,000.00
 (2) For wreckers over 26,000 pounds Gross Vehicles Weight \$100,000.00
- f) Theft coverage under the Garage Policy will include vehicles left in the care of the Contractor for storage, the personal property therein, parts,

accessories and attachments of those vehicles. Self-insurance to deductibles to this coverage is not acceptable unless prior approval is obtained from the City.

- g) Workers Compensations issued by an insurance carrier in good standing with the State of Texas in amounts as required by Texas statutes OR Contractor must maintain membership in Texas Towing and Storage Association or equivalent and have an Occupational Accident Program.

GENERAL REQUIREMENTS

- a) Contractor shall comply with all local City, County, State and Federal rules, ordinances, laws and regulations as set forth now and any enacted in the future for towing companies and vehicle storage facilities including the Texas Litter Abatement Act, Abandoned Motor Vehicles; Texas Vehicle Storage Facility Act; Texas Transportation code; Texas Civil Statutes, Property Code, and Code of Criminal Procedure, Texas Towing and Booting Act and 16 Administrative Code, Chapters 85 and 86. More specifically, the administrative rules in 16 Administrative Code, Chapters 85 and 86, as amended from time to time, are fully incorporated by reference and made a part hereof as if fully set forth herein. However, the City's insurance requirement takes precedence over the insurance requirements in the above-referenced administrative rules.
- b) Contractor and any subcontractor to be used under this must furnish copies of any certificates and/or licenses required by local City, State, and Federal rules, ordinances, laws and regulations as set forth now and enacted in the future evidencing the extent of their authority. Contractor shall keep its certificates and/or licenses up-to-date throughout the life of this agreement.
- c) Contractor's place of business, tow truck equipment and vehicle storage facility must be located within ten (10) miles from the Roanoke City limits and accessible twenty-four (24) hours a day seven (7) days per week, three hundred sixty-five (365) days per year.
- d) Contractor must comply with directives given by Police Department personnel during police department pulls, towing vehicles to the tow truck service facility or any other locations specified by the police department for investigative purposes.
- e) The Contractor will be responsible for timely response to all pulls made under police authority, whatever the load demand.
- f) The Contractor's equipment must be equipped with a mobile/radio dispatch base unit capacity, or mobile telephones. Each tow truck operator must be able to be directly contacted by police personnel.

- g) Contractors shall submit to the Police Department a current list of names, telephone and cell phone numbers of the person(s) to be notified of a request for service. Contractor shall keep the list up-to-date throughout the life of the agreement.
- h) All persons employed by the Contractor that will have access to vehicles towed by the City shall submit to criminal background checks through the Roanoke Police Department on an annual basis. Any record of a criminal conviction shall be reviewed by the Chief of Police for the City of Roanoke and s/he shall determine if the employee will be allowed access to vehicles towed by the City.
- i) The services to be performed under this contract are on an 'as needed' basis and the estimated quantities below only represent an estimate based on past history. The quantities needed may be more or less, but a definitive number cannot be provided since the services are contingent upon factors beyond the City's control. Estimated quantities based on historical data are:
 - a. Police Department Impounds 2023 -- 341
 - b. Police Department Impounds 2022 -- 379
 - c. Police Department Impounds 2021 -- 450
- j) During heavy traffic events, such as NASCAR races (two annually April/November) or as in the instances of icy weather conditions, the Contractor will be expected to keep at least 1 tow truck, pursuant to this agreement, within the City limits to serve the City and the citizens of the City.

LIABILITY-HOLD HARMLESS

The Contractor hereby agrees to assume complete responsibility for any claim of property damage or bodily injury or any other type of damage, injury, or liability which may directly or indirectly arise from the Contractor's performance, his company, his employees and/or sub-contractors performance under the terms of this contract. The Contractor further agrees to release, hold harmless, and defend the City from any and all claims of liability that directly or indirectly may arise under the terms of this contract. In addition, the Contractor waives any rights of subrogation against the City for any and all claims arising directly or indirectly from the terms of this contract.

Contractor agrees to keep the City of Roanoke free from any and all liens or law suits arising from the performance of this contract. The Contractor will indemnify and hold harmless the City from cost, expense, attorney's fee, loss or damage resulting from any filing or enforcement of such liens or law suits.

RESTRICTIONS

The Contractor will adhere to the following restrictions during the entire service period of this contract. Additional restrictions may be imposed or amended as the need arises at the discretion of the contract administrators as listed herein.

- a) Agents, owners, and employees of the Contractor shall not remove or dismantle vehicles or parts of vehicles, nor remove or authorize removal of property from any vehicle or parts of vehicles impounded in the vehicle storage facility.
- b) Operations as a private tow truck service in connection with the service furnished to the City is permissible only if City of Roanoke calls for service take priority over all other calls; and
- c) The Contractor shall not employ emergency tow truck drivers who are habitual violators of traffic laws.

REQUIRED EQUIPMENT

The following are required minimum requirements:

- a) Contractor must have in continuous, serviceable operation, at least four (4) tow truck units with a rating of 11/2 tons or more and a minimum towing capacity of 5,000 pounds for the purpose of providing tow truck services in and for the City of Roanoke.
- b) Contractor will have access to a minimum of one (1) tow truck for class for towing 'A' vehicles and one (1) tow truck for towing class 'B' vehicles as defined in Chapter 522.041 of the Texas Transportation Code.
- c) The one (1) tow truck for class 'A' vehicle tows must have a front wheel under reach lift with a minimum extension of 110" and a GVWR lifting and towing capacity of 16,000 or more pounds.
- d) Contractor's tow truck equipment shall comply with all local City, County, State and Federal rules, ordinances, laws and regulations as set forth now and enacted in the future and shall remain current throughout the life of this agreement.

RESPONSE TIMES

The Contractor agrees to employ a sufficient number of drivers, dispatchers, office personnel, maintenance personnel and managers to promptly respond to all City directed requests for service. This includes all vehicle pulls along with vehicle release requests 24 hours a day, 7 days of week, and 365 days a year during the term of the Contract.

- a) Contractor shall respond to the site of disablement or other calls for service within a maximum of thirty (30) minutes from time request for service are made.

- b) In the event the disabled vehicle is classified as a Class 'A' or Class 'B' vehicle as defined in Chapter 522.041 in the Texas Transportation Code, the Contractor shall respond to site of disablement within a maximum of 1 hour (1) hour from time request for service is made.
- c) Contractor must be able to provide, within one hour, two additional tow trucks with at least a 5,000 pound towing capacity and one tow truck with a 80,000 pound minimum towing capacity, should the need for additional services be required.
- d) The Contractor shall be the sole Contractor for the City of Roanoke. Coordination of performance and any/or all sub-contractors must meet the same requirements as the Prime-Contractor. Any/or all sub-contractors must be approved by the City of Roanoke before any sub-contractor can commence work.
- e) Contractor shall provide tow truck service twenty-four (24) hours per day, seven (7) days per week, and 365 days a year including holidays.
- f) Contractor's tow truck equipment shall comply with all City, county, state and federal rules, ordinances, laws and regulations as set forth now and enacted in the future and shall remain current throughout the life of this agreement.
- g) All tow truck equipment used in the performance of this agreement shall be fully maintained, clean, in good working condition, suitable for their intended purpose and operated by fully qualified and licensed personnel.

DAILY OPERATIONS

- a) The proper towage, security of property, completeness and accuracy in reporting are essential to the tow truck and vehicle impoundment service operations.
 - 1) The Contractor is responsible for the training of his personnel and the actions of each of those persons.
 - 2) The Police Officers in the field are in charge and his/her instructions must be followed. However, if the tow truck driver feels that his equipment is endangered, or any directions are given contrary to the law or these regulations, the tow truck driver may request a police supervisor.
 - 3) If any conflict arises between the Officer's instructions and the instructions given the tow truck driver by his employer, the tow truck driver will obey the Officer, as towage must be completed.

- 4) Tow truck operator will do everything possible to reduce any further damage to vehicles placed in police custody.
- b) Before towing the vehicle, the tow truck operator shall check the following items to verify for accuracy and completeness:
- 1) Verify license number, year, make and body style of the vehicle, if possible.
 - 2) Assist the officer in obtaining the correct motor number and /or vehicle Identification number.
 - 3) Inspect the vehicle prior to towing and ensure that the officer has marked all significant damage, items missing off the vehicle and any and all property therein.
 - 4) All vehicles must be covered during storage if there are doors or windows that cannot be closed or damage to the vehicle that would allow weather precipitation, dust or debris to enter the vehicle.
- c) At the scene of all accident sites the tow truck operator will adhere to all of the following directive:
- 1) The tow truck driver will completely remove from the site of an accident all resulting wreckage or debris, including all broken glass before leaving the site. All vehicles towed from the scene of a collision will either be delivered to the location specified by the owner/driver or delivered immediately to the automobile impound. No inoperable vehicles may be left illegally parked on a public street or alleyway.
 - 2) No tow truck driver may solicit or refer a citizen to a place of business where a wreckage or disabled motor vehicle may be repaired, stored, traded or purchased. Tow truck drivers should politely explain to an inquiring citizen that they are prohibited from recommending any type service.
 - 3) Fees for service such as changing a tire, pulling a fender or bumper or starting a stalled car are strictly up to the tow truck driver and the operator of the vehicle. The Officer will not order this service, nor will he/she become involved in such arrangements between the driver and the operator of the vehicle.
 - 4) No fee will be charged when the vehicle is released to the owner/operator at the scene, unless the tow truck operator has actually performed a service.
 - 5) Vehicles to be delivered outside the city limits and a location other than the designated storage facility may be charged an additional fee.

The additional fee for the distance from the city limits to the point of delivery will be negotiated between the tow truck driver and the driver or owner of the vehicle. The vehicle will be brought to the vehicle storage facility if an agreement cannot be reached.

CONTRACTOR RESPONSIBILITIES

- a) Supervision – The Contractor shall, during all periods of this agreement, make available competent supervision of employees to assure complete and satisfactory fulfillment of the work and the terms of this agreement. A capable, fully authorized representative of the Contractor must be available during all work activities to receive any and all instructions from the City.
- b) Safety – The Contractor must be thoroughly familiar with all safety measures pertinent to its operation. This shall include, but not be limited to any local, City, County, State and Federal rules, ordinances, laws and regulations as set forth now and enacted in the future and shall continue throughout the life of this agreement. Contractor shall comply with all changes in City ordinances, and State or Federal laws within thirty (30) days after change is made or sooner if required. Contractor shall be responsible for instructing his employees in all safety measures and compliance.
- c) Hazard – The Contractor shall at no time shall permit use of equipment in a manner as to create a safety hazard.

STORAGE FACILITY REQUIREMENTS

The Contractor shall maintain a vehicle storage facility as set forth in the specifications listed herein. Contractor will meet the following requirements:

- a) Police Department personnel, using the prescribed form at the Police Department, will authorize release of all vehicles subject to non-consent tows impounded under police authority. The release form can then be given to the owner/operator of such vehicle for release from the Contractor's storage facility. Contractor shall only release vehicles pulled pursuant to this contract upon presentation of proper documentation by the owner or other person entitled to possession of such vehicle. Contractor will be notified by the police department of all procedures required for handling vehicles pulled pursuant to this contract.
- b) The Contractor agrees to operate and maintain all weather surfaced and secure vehicle storage facilities capable of handling all non-City pulls performed under the contract. Contractor agrees to reserve a minimum of 60 spaces for Roanoke, to include adequate storage for semi-truck trailers and other large vehicles.

- c) The vehicle storage facility shall be secured with a minimum of six (6) foot industrial chain link or solid metal panel fence and adequately lighted during dark hours.
- d) The Contractor will collect all fees from vehicle owners of police authorized tows.
- e) Police Department Administration may authorize a "no charge" for police tows such as:
 - 1) vehicles towed for evidence collection only;
 - 2) or reasons determined by Police Administration to better serve the public

The "no charge" provision will not amount to more than a maximum of 4 "no charge" authorizations per month.

- f) Vehicles towed on police authority for crime scene processing are to be taken to the designated location directed by police personnel. The primary location is 609 Dallas Dr., Roanoke, Texas 76262, or the secondary location maintained at the contract storage facility. The secondary location shall be a fully enclosed structure, not less than 15' x 25', capable of being secured for the processing of evidence. There will be no charge for transfer of a vehicle from City's lot to Contractor's lot.
- g) The Contractor shall be responsible for any and all expenses incurred as a direct or indirect result of maintaining adequate vehicle storage facilities.
- h) The Contractor must erect a sign, at his expense, clearly identifying its storage area as the City of Roanoke Auto Impound. The sign must identify the days and hours that the public can claim vehicles and obtain their release and all charges and fees pursuant to the execution of the contract.
- i) No unescorted persons will be permitted in the vehicle storage facility. No one under the age of 16 will be permitted in the impoundment area or auction sale area.
- j) Contractor shall maintain an entry log for all persons entering the fenced in area. This log shall note:
 - 1. Driver's License Number
 - 2. Name of Individual
 - 3. Date of Birth
 - 4. Date
 - 5. Time of Entry
 - 6. Time of Departure
 - 7. Reason for Visit
- k) Contractor shall maintain a computerized/on-site database at the Auto Impound of vehicles impounded, fees collected vehicle disposition and generate a receipt for citizens outlining all charges incurred.

- l) If the contract is awarded to a new Contractor, the Roanoke Finance Department will perform an audit before the change over to the new Contractor. This is to insure that all vehicles and/or property in the Impound and all items in each vehicle are accounted for. Periodic inspections of the same type and at intervals determined by the City of Roanoke will be performed to determine if the Contractor is holding vehicles and contents in a secure manner.
- m) Contractor shall be required to notify the Police Department Administration prior to any searches of an abandoned and/or confiscated vehicle so that a Police Department representative may be present during any subsequent vehicle searches. This must be done prior to auctioning said vehicles.
- n) If requested, the Contractor will make any vehicle located within the vehicle impoundment facility available, day or night, to any law enforcement officer at the direction of a supervisor employed by the Roanoke Police Department.

CHARGES

Contractor's charges for towing and storage shall not exceed those charges set forth in Attachment A hereto. Contractor shall not charge any additional fees for such service, whether listed or not. Each vehicle or equipment towed is to be considered a separate tow. Charges shall not exceed those contained in Attachment A hereto unless prior approval in writing signed by the City Manager is received.

AUCTIONS

Any vehicle removed and impounded under the provisions of the contract executed pursuant to these specifications may be sold at public sale under the provisions of the State of Texas Abandoned Motor Vehicle Act and Texas Litter Abatement Act and any relevant City of Roanoke Ordinances.

- a) Contractor shall conduct auctions of towed, stored and abandoned vehicles pursuant to the laws of the State.
- b) Contractor agrees to hold the City of Roanoke harmless in connection with such auction process.
- c) The Contractor, company officers, employees and families of officers and employees are prohibited from bidding or purchasing directly or indirectly vehicles, vehicle parts or any other items at these auctions.
- d) The City of Roanoke will not be responsible for losses on towing charges for vehicles sold at auction.
- e) Contractor must verify all vehicle identifications numbers with those on the list provided by the Police Department before vehicles are sold at auction.

- f) After the auction is conducted, the Contractor will submit a list to the Police Department Administration to include the type of vehicle, vehicle identification number and the name, address and phone number of the person purchasing vehicles at the auction.
- g) Contractor shall comply with all written directives issued by police administration.

RECORDS AND REPORTS

The Contractor shall prepare and maintain an up to date list in duplicate and supply to the Police Department Administration once each month on the 11th day. The list shall include the following:

- a) Impound Number
- b) Date and time vehicle towed in.
- c) Make, model, year of vehicle and body style.
- d) License number
- e) Vehicle identification number
- f) General description of vehicle and it's condition upon being brought in with adequate notes as to any major defects and/or damages
- g) An inventory of all personal property or articles in the vehicle when it is brought to the impound facility. These articles, if unclaimed, will be sold with the vehicle at public auction.
- h) Vehicles claimed by owners
- i) Vehicles held in excess of thirty days from date of written notice to registered owner and are therefore ready for sale pursuant to City ordinance and State Law.
- j) The Contractor shall use a preprinted, consecutively numbered receipt book for recording all receipts with wording approved by the City.

PERFORMANCE

The Police Department is responsible for the Administration of the City Impound/Tow Truck Services contract and any questions concerning the contract from the Contractor or anyone else shall be in writing. Any questions arising as to the interpretation of this contract shall be interpreted to the best advantage of the City of Roanoke. Failure of the City to enforce, in any one or more instances, performance of any terms the future performance of any terms and conditions. Contract's obligation with respect to such performance shall continue in full force and effect.

Failure to correct all conditions, discrepancies or deficiencies and/or problems not in compliance with the contract within twenty-four hours from written notice will result in a penalty, paid to the City of Roanoke, in the amount of \$200.00 per day. This penalty may be waived if written authorization is received by the Contractor from the Roanoke Police Administration granting additional time.

If Contractor fails to meet the conditions and standards set forth in this contract, or if City, in its sole discretion, finds Contractor's services unsatisfactory, City may terminate the contract without recourse or compensation to Contractor.

COMPLAINTS

- (a) The Contractor shall be responsible for any damage caused to the vehicle or equipment, and its contents, towed or stored by the Contractor. Upon receiving a complaint from any source concerning claimed damage to a towed vehicle or its contents, the Contractor shall submit a written performance report to the Roanoke Police Department within two (2) working days after notification of the complaint.

TOWING CITY VEHICLES

- (a) The Contractor shall agree to tow City owned vehicles at no charge to the City up to eight (8) vehicles per month. Any towing services over eight (8) per calendar month shall be charged the standard rates as set forth in Attachment (A).
- (b) All disabled City vehicles must be transported by flat bed or wheel lift. A sling type lift may not be used to transport any City vehicle. The flatbed method is preferred.
- (c) The Contractor shall agree to tow and provide storage for all vehicles at no charge to the City, wherein the City seeks forfeiture of such vehicles pursuant to the Texas Controlled Substances Act, or Chapter 59 of the Texas Code of Criminal Procedure.

CANCELLATION

This contract is subject to cancellation upon thirty day written notice by the City of Roanoke without cause and without liability to the City of Roanoke.

Agreed to be effective

CITY OF ROANOKE

WRECKER SERVICE

By: _____
Cody Petree, City Manager

By:  _____
Title: President

Approved as to form and legality:

Jeff Moore, City Attorney



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Interlocal - Department of Public Safety (DPS)

MEETING DATE: February 27, 2024

DEPARTMENT: Court

ITEM SUMMARY:

Consider approval and authorization of the Roanoke Municipal Court Administrator to execute an Interlocal Cooperation Contract (ICC) with the Department of Public Safety (DPS) for the Failure to Appear (FTA) Program.

INFORMATION:

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver's license to a person who is the subject of an FTA system entry generated from an FTA Report.

During the 88th Texas Legislative Session, revisions were made to the Failure to Appear (FTA) contract, which included the following:

Changes to language and restructuring of the original contract to provide clarity regarding the specific responsibilities held by each party.

Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.

Language to account for future changes to the current statute, either federal or state, ensuring that the contract remains in compliance with the latest legal requirements until a revised contract is available.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:



AGENDA ITEM

ATTACHMENTS:

1. DPS Letter
2. Interlocal Cooperation Contact - DPS Failure to Appear Program



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

ROANOKE MUNICIPAL COURT
609 DALLAS DR
ROANOKE, TX 76262

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of Denton

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Roanoke Municipal Court of the [City] or County of Roanoke (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code§ 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code§ 706.006{a) or §706.006{d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Roanoke Municipal Court	Department of Public Safety
Attn.:	Haley Sanchez	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address:	609 Dallas Drive	
Address:	Roanoke, Texas 76262	
Fax:	817-490-0923	
Email:	hsanchez@roanoketexas.com	
Phone:	817-491-0813	

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Court Administrator

Title

February 27, 2024

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

CITY:

CITY OF ROANOKE, TEXAS

A Texas home-rule municipality

By: _____
Carl E. Gierisch, Jr., Mayor

Date: _____

ATTEST:

By: _____
April S. Hill, City Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Jeff Moore, City Attorney

Date: _____



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2024-101R - Atmos ACSC 2024 Assessment

MEETING DATE: February 27, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of Resolution No. 2024-101R authorizing membership in the Atmos cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

INFORMATION:

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of 185 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 185 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on



AGENDA ITEM

new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita 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 Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City's membership in ACSC.
- II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

STAFF RECOMMENDATION:

Recommend approval of Resolution No. 2024-101R

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2024-101R - Atmos ACSC 2024 Assessment
2. ACSC 2023 Year in review
3. Action Needed Memo-2024 ACSC Renewal Assessment
4. ACSC Master List of Members - July 2023
5. 2024 ACSC Invoice-Roanoke

RESOLUTION NO. 2024-101R

A RESOLUTION AUTHORIZING MEMBERSHIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Roanoke is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City would like to become a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas 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 become a member in the Atmos Cities Steering Committee to protect the interests of the City of Roanoke and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2024 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the 27th day of February, 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:
City Attorney

BY _____
Jeff Moore

2023 ACSC Newsletter



2023 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2023 that impacted ACSC and what's on the horizon next year.

Atmos 2023 Rate Case Round-Up

Atmos Pipeline-Texas will increase the amount it collects on its system for transporting gas by \$12 million annually — or by 1.66 percent — under a settlement agreement approved in December 2023 by state regulators.

This change to the company's "transportation revenue requirement" will affect home rates, albeit indirectly. The company's previous transportation revenue requirement was \$723 million annually. Under the settlement, it now goes to \$735 million. However, even with the increase, the company has accepted \$105 million less under the settlement than the \$839,982,742 it initially sought.

Various intervenors, including the Atmos Cities Steering Committee and other city representatives, reached a unanimous settlement with Atmos in the case during October 2023. The Railroad Commission approved the settlement on December 13 without discussion.

Background of the Case

- On May 19, 2023, Atmos Pipeline-Texas, a Division of Atmos Energy Corporation, filed paperwork at the Railroad Commission to change its rates. ACSC intervened in the rate case, engaged consultants, conducted discovery, and identified aspects of the Atmos request that it found unreasonable.
- The company's overall revenue requirement (which includes extraneous pass-through costs to third parties) will be \$841,924,105 under the settlement, which is \$109 less than the \$951.1 million the company originally sought.
- The adopted changes will result in a capacity charge of \$18.80038 per million British thermal units of MDQ (where MDQ is defined as the maximum daily quantity of gas over the pipeline system). This represents a \$.30614 increase over the current capacity charge of \$18.49424 — or an increase of 1.66 percent.
- The new capacity charge under the approved settlement agreement remains less than the \$21.25 initially requested by APT.
- The company will operate under an approved cost of equity of 11.45 percent under the approved settlement — as opposed to the company's initial request of 13.5 percent.
- This is the company's first full rate case since 2016. More information can be found on the Railroad Commission website, under Case No. 00013758.

OTHER 2023 RATE MATTERS

- On February 24, 2023, Atmos Energy filed for a GRIP rate adjustment for customers within the unincorporated areas of its Mid-Tex Division. Under the adjustment, the monthly customer charge would increase from \$34.29 per month to \$38.38 per month — an increase of \$5.09. More information can be found on the Railroad Commission website, at Case No. 00012759.
- On February 24, 2023, Atmos Energy filed for a GRIP adjustment for customers within the unincorporated areas of its West Texas Division. Under the adjustment, the customer charge would increase from \$27.99 per month to \$31.49 per month — an increase of \$3.50. More information can be found on the Railroad Commission website, at Case No. 00012760.
- On March 31, 2023 Atmos Energy filed for a rate increase for its Mid-Tex service areas under an interim ratemaking process known as the Rate Review Mechanism. In its filing, the company requested a rate increase of \$165.9 million on a system-wide basis. This was reduced to \$156.1 million due to limitations in the RRM tariff. After ACSC consultants prepared a report detailing various adjustments, the company agreed to settle the case for \$142 million. This amounts to a \$23.9 million reduction from the company's initial request. It includes payment of an additional \$19.5 million for the securitization regulatory assert expenses related to Winter Storm Uri. For residential customers, the agreement will result in a 70-cent increase in the customer charge, from \$21.55 per month to \$22.25. The settlement was approved by all parties in September, and the rates went into effect in October.
- On March 31, 2023, Atmos Energy filed for a rate increase for its West Texas service areas under the Rate Review Mechanism process. In its filing, the company requested a \$12.1 million increase for WTX Cities. This was reduced to \$11.4 million due to limitations in the RRM tariff. After ACSC consultants prepared a report detailing various adjustments, the company agreed to settle the case for \$8.4 million. This amounts to a reduction of \$3.7 million to the company's initial request. It includes \$2.7 million for the securitization regulatory assert expenses related to Winter Storm Uri. Under the settlement, the customer charge will increase by .70 cents per month from \$18.27 to \$18.97. The settlement was approved by all parties in September, and the rates went into effect in October.

About GRIP and RRM Like the separate Gas Reliability Infrastructure process, the RRM process allows for annual rate increases to reflect capital investments by the utility over the preceding 12 months. Various cities and city coalitions have objected to GRIP as piecemeal ratemaking because GRIP does not allow for an evaluation of rising revenues or declining expenses that may offset the need for rate increases. Additionally, under the GRIP process, cities cannot challenge any portion of the rate filing as unreasonable.

For those reasons the Atmos Cities Steering Committee negotiated the Rate Review Mechanism with Atmos as a substitute for GRIP. The RRM has no existence in statute, but rather exists only pursuant to city ordinances. Environs (areas outside municipal limits) are subject to GRIP, and some non-ACSC member cities have chosen to remain under GRIP.

Atmos Customers Face 16 Years of Winter Storm Charges

Texas gas utility customers can expect to pay at least \$4 more each month for the next 16 years because of a few days of high-cost gas, according to bond financing information released in 2023.

The natural gas was consumed during Winter Storm Uri in 2021 and reached prices as high as \$100 per million British thermal units — or more than 33 times higher than average. Utility customers needed the gas to heat their homes during the crisis and rather than engaging in their

customary practice of charging customers promptly for it, utilities instead deferred the costs for later recovery through a bond-financing arrangement.

In 2021 adopted House Bill 1520 that authorized the bond financing arrangement, which is known as securitization. In October 2023, the Texas Railroad Commission issued a press release providing more details of the resulting charges. According to the agency, securitization charges of \$1.10 per thousand cubic feet (mcf) for

residential customers began going onto bills of nine participating utilities.

The billing charges may be adjusted periodically as financial conditions warrant. For a typical residential utility consuming using 3.9 mcf of gas each month, the “Customer Rate Relief Charge” will add \$4.29 to bills.

Participating Utilities

Under the bond financing arrangement, Atmos Energy has securitized approximately \$2 billion in fuel costs, CenterPoint approximately \$1.1 billion and Texas Gas Service about \$197.3 million. Other utilities to receive recovery through securitized debt include Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; Rockin’ M Gas; SiEnergy, LP; Summit Utilities Arkansas; Texas Gas Service Company, a Division of ONE Gas, Inc. (excluding the West Texas Service Area); and Universal Natural Gas, LLC.

Under a settlement with Atmos Cities Steering Committee and others, Atmos agreed to reduce its recovery by more than \$9 million. Similarly, CenterPoint agreed to reduce its recovery by \$39.7 million under a settlement with a separate city group.

By law, gas distribution utilities such as Atmos, CenterPoint and TGS cannot profit from the sale of the gas commodity, but instead pass those costs directly to end users without markups. However, some gas suppliers made massive profits from the price surge, according to reports.

More information about the Texas Natural Gas Securitization Finance Corporation at their website, can be found [here](#). The Texas Railroad Commission also has released information about the gas charges, that can be found [here](#).

Railroad Commission Penalizes Atmos for Service Quality

On February 7, 2023, the Texas Railroad Commission closed its investigation into Atmos Energy service disruptions during a cold weather event that occurred in late December of 2022.

In its investigation, the agency’s Oversight and Safety Division (“OCD”) determined that the gas utility’s extensive, localized service interruptions from December 22 through December 26 constituted violations of the Railroad Commission’s Quality of Service rules. Atmos’ cold weather contingency planning fell short, and the utility lacked sufficient staffing at its call centers to adequately respond to customer concerns, according to OCD.

The Railroad Commission referred the alleged rule violations to the Enforcement Section of its Office of General Counsel, according to filings at the agency.

The Texas Railroad Commission began examining Atmos after more than 2,300 customers lost service or had their service curtailed during the winter storm late last year. Both Gov. Greg Abbott and local city officials complained about what they described as the company’s lack of planning before the event and called for the inquiry.

In a January 13 filing with the agency, Atmos Energy said the service interruptions were not due to an inability to obtain natural gas supplies — as occurred during Winter Storm Uri in 2021 — but “primarily due to instances of capacity constraints where demand exceeded our contingency plans in localized areas.” The company highlighted its emergency planning efforts, but noted that “going forward, we recognize the need to have even more robust contingency planning and to enhance our redundant capabilities.”

More about the Railroad Commission inquiry can be found on the agency’s website, under Case No. 00012215.

ACSC Welcomes New Member

In 2023, the Atmos Cities Steering Committee welcomed New Fairview, a city of 14,000 residents in Wise County, as its newest member. Located along US 81/SH 287 and FM 407 in the DFW Metroplex, the city is nearly 16 square miles in size — which makes it the largest in Wise County by land area. New Fairview joined ACSC in May, 2023.

Growing from a settlement called Illinois Community, the city was called Fairview until 1999, when it changed its name to distinguish it from several other “Fairviews” in Texas. To maintain a quieter, more rural atmosphere, residential lots are legally limited to a minimum size of 1 acre. Welcome New Fairview!

Atmos Billing Errors

Some Atmos customers received unwelcomed surprises in their natural gas bills during the summer of 2023 — unexpected past due amounts.

The charges, however, were in error. Atmos, in comments to its local NBC affiliate, acknowledged that it delivered erroneous bills in July to some of its customers, and that in some cases the mistakes were substantial. For instance, one Atmos customer reported to the media that he received a bill incorrectly showing a \$2,000 past-due amount, when he owed only \$45.

Atmos said that fewer than 3 percent of its outgoing bills were in error. However — given that Atmos serves more than 2 million customers statewide — that means that tens of thousands of people may have been affected.

Atmos says that after becoming aware of the errors it began notifying customers via email, when possible. The company also told the NBC affiliate in Dallas that corrected bills are being sent out, and that customers will not be charged late fees because of the errors.

88th Texas Legislature Recap: Gas Legislation

Approximately 300 bills relating to electric and gas utilities, their customers and energy markets were filed during the 88th Texas Legislature, which adjourned *sine die* on May 29, 2023. However, most bills pertained to electric issues — as opposed to gas issues — and only about 40 of them overall made it to the finish line. An even fewer number of gas-related bills won passage.

Below is a final status summary of several bills of significance relating to gas utility issues.

- **PASSED: HB 2263**, by Rep. Drew Darby, relating to the authority of a natural gas local distribution company to offer energy conservation programs,” adds a new subsection to the Gas Utility Regulatory Act that would allow retail gas distribution systems to create energy conservation programs while also creating rules for rate recovery outside a typical ratemaking proceeding. The legislation passed out of both chambers and was sent to the governor on May 30. Sen. Bryan

Hughes authored the Senate companion, **SB 1050**.

- **FAILED: House Bill 2128**, by Rep. Ernest Bailes, is intended to limit price gouging on natural gas sales during declared disasters. This is another bill that arose from legislative concerns over high natural gas prices charged by suppliers during Winter Storm Uri. The House Business and Industry Committee conducted a hearing on HB 2128 on April 17, but the legislation proceeded no further.
- **FAILED: House Bill 2262**, by Rep. Drew Darby, “relating to gas utility alternative gas expenses and infrastructure investments,” would have allowed gas utilities to include “alternative gas” in their portfolios and recover the costs of purchasing it. HB 2262 also provides for a presumption that alternative gas costs included in rates are prudent, reasonable, and necessary. The bill defines “alternative gas” as fuel with a lower carbon content than natural gas. HB 2262 made it through most of the legislative process before dying in the Senate. The Senate companion, SB



1049 by Sen. Bryan Hughes, never received a hearing.

- **FAILED: SB 1701 and HB 4788**, by Sen. Nathan Johnson and Rep. Rafael Anchia respectively, would have mandated changing the agency name of the Railroad Commission of Texas. Neither bill received any traction during the 88th Texas Legislature.
- **FAILED: SB 1291, Sen. King**, “relating to the reimbursement of a municipality’s expenses in a ratemaking proceeding for electric or gas utilities.” This legislation would have restricted

city participation in electric and gas utility rate-making by restricting municipal reimbursement in such matters. It was referred to the Senate Business and Commerce committee in early March but proceeded no further.

- **FAILED: SB 1501 and HB 4099**, by Sen. Joan Huffman and Rep. Greg Bonnen respectively, would have allocated tax dollars to pay off securitization borrowing costs assessed by gas utilities to pay for fuel charges from Winter Storm Uri. A similar provision in a supplemental budget bill, **Senate Bill 30**, also failed to win approval.

Railroad Commission Agency Recap 2023

Texas Railroad Commission Considers Rules Pertaining to Energy Conservation Programs

On September 19, 2023, staff at the Texas Railroad Commission proposed new rules to implement House Bill 2263, legislation from the 2021 session pertaining to the creation of energy conservation programs by gas utilities.

The rules, if given final approval, would modify 16 Texas Administrative Code §7.480, relating to Energy Conservation Programs. **The Atmos Cities Steering Committee is participating in this rulemaking matter.**

The proposed changes include the following:

- A proposed new subsection (a) that states the Railroad Commission has exclusive original jurisdiction over energy conservation programs implemented by gas distribution utilities, and that political subdivisions shall not limit, restrict, or otherwise prevent an eligible customer from participating in such programs based on the type or source of energy delivered through it.
- A proposed new subsection (c) that lists the general requirements for a gas utility to recover the costs it incurs for the implementation of an Energy Conservation Program. A gas distribution utility must apply for each service area in which it seeks to implement an Energy Conservation Program to recover those costs.
- A proposed subsection (d)(1) that lists the items to be included in initial applications and a proposed subsection (d)(2) that lists the items to be included in subsequent applications, and that details timing requirements for subsequent applications.
- A proposed new subsection (f) that describes what the Energy Conservation Program portfolio must accomplish, including that it be designed to overcome barriers to the adoption of energy-efficient equipment, technologies, and processes, and to change customer behavior as necessary. The portfolio may also include measures such as direct financial incentives, technical assistance, discounts or rebates, and weatherization for low-income customers.
- A proposed new subsection (j) requires gas utilities to file an annual Energy Conservation Program report each year such a portfolio is implemented. The report shall be filed no later than 45 days following the end of the utility’s program year.

The Commission accepted comments on the rulemaking through late October and is expected to issue final approval in February or March 2024.

The status of Commission rulemakings in progress is available at www.rrc.texas.gov/general-counsel/rules/proposed-rules.

Railroad Commission Sets Emergency Disconnection Fines

On November 15, 2023, the Texas Railroad Commission adopted new rules pertaining to improper gas utility service disconnections during extreme weather emergencies.

The new rules, which correspond to provisions of Senate Bill 3 adopted in 2021 after Winter Storm Uri, include a classification system for fines that can be assessed for improper disconnections, as well as new prohibitions against demanding full payment of utility bills during weather emergencies.

The rules modify 16 Texas Administrative Code §7.460. Among the highlights:

- The new rules contemplate four categories of disconnection violations — Class A, Class B, Class C and Class D — with fines ranging from \$3,000

to more than \$5,000 per violation.

- Under the new classification matrix for fines, a utility that improperly disconnects a customer for 24 hours or more during a weather emergency and with temperatures lower than 10 degrees would be subject to a Class B violation fine of \$5,000. If the same company had a history of repeated violations, then it would become a Class A violation of more than \$5,000.
- Under the new rules, any demand by a utility for full payment of a bill during a weather emergency could increase the severity of fines. Any good faith effort to remedy a violation could decrease the severity of fines.

The new rules can be found online, [here](#).

Railroad Commission Conducts more than 7000 Weatherization Inspections

In November 2023, the Texas Railroad Commission reported that it conducted more than 7,200 weatherization inspections of critical natural gas infrastructure during the winter and summer seasons.

It also reported that the inspection process began again on December 1, 2024 when operators faced a deadline to submit attestations summarizing what weatherization methods they utilized at their facilities. The agency says that RRC inspections by its Infrastructure Division will begin again right after that deadline.

“The RRC has been in contact with operators as we get ready for the next winter inspection season,” the agency reported in November. Agency officials said it had conducted two webinars in November to walk operators through reporting requirements and the inspection process.

As per Senate Bill 3, adopted in 2021, the Railroad Commission implemented weatherization and critical designation rules that includes an inspection process of critical facilities.

2024 ACSC Meetings

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

2024 Officers

Chair—Jennifer Richie (Waco)
Vice Chair—Meg Jakubik (Bedford)
Secretary—Lupe Orozco (Keller)
Treasurer—David Johnson (Arlington)

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

MEMORANDUM

TO: Atmos Cities Steering Committee
FROM: Jennifer Richie, Chair, Atmos Cities Steering Committee
DATE: January 8, 2024
RE: **Action Needed - 2024 Atmos Cities Steering Committee Membership Assessment Invoice**

On December 7, 2023, the Atmos Cities Steering Committee (“ACSC”) held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2024 is a per capita fee of \$0.05. This is the same amount as was adopted for 2019-2023.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the ACSC participation agreement.

Although ACSC does not require that your city take action by resolution to approve the assessment, some members have requested a model resolution authorizing payment of the 2024 membership assessment. To assist you in the assessment process, we have provided the following documents for your use:

- ACSC 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 Atmos Cities Steering Committee members
- 2024 Assessment invoice
- 2023 Assessment invoice and statement (only included if not yet paid)
- Blank member contact form to update the distribution lists

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Atmos Cities Steering Committee, 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: *Atmos Cities Steering Committee*.

If you have any questions, please contact ACSC Chair Person, Jennifer Richie (254/750-5688). ACSC’s counsel, Thomas Brocato (tbrocato@lglawfirm.com) at 512/322-5857 is also available to assist you.

ACSC Master List of Members (185 Total)

1. Abilene	52. Denton	103. Killeen
2. Addison	53. DeSoto	104. Krum
3. Albany	54. Draper	105. Lake Dallas
4. Allen	55. Duncanville	106. Lakeside
5. Alvarado	56. Early	107. Lake Worth
6. Angus	57. Eastland	108. Lancaster
7. Anna	58. Edgecliff Village	109. Lavon
8. Archer City	59. Emory	110. Lewisville
9. Argyle	60. Ennis	111. Little Elm
10. Arlington	61. Euless	112. Little River
11. Aubrey	62. Everman	Academy
12. Azle	63. Fairview	113. Lorena
13. Bedford	64. Farmers Branch	114. Madisonville
14. Bellmead	65. Farmersville	115. Malakoff
15. Belton	66. Fate	116. Mansfield
16. Benbrook	67. Flower Mound	117. McKinney
17. Beverly Hills	68. Forest Hill	118. Melissa
18. Blossom	69. Forney	119. Mesquite
19. Blue Ridge	70. Fort Worth	120. Midlothian
20. Bowie	71. Frisco	121. Murphy
21. Boyd	72. Frost	122. Newark
22. Bridgeport	73. Gainesville	123. New Fairview
23. Brownwood	74. Garland	124. Nocona
24. Bryan	75. Garrett	125. North Richland Hills
25. Buffalo	76. Georgetown	126. Northlake
26. Burkburnett	77. Glenn Heights	127. Oak Leaf
27. Burleson	78. Grand Prairie	128. Ovilla
28. Caddo Mills	79. Grapevine	129. Palestine
29. Canton	80. Groesbeck	130. Pantego
30. Carrollton	81. Gunter	131. Paris
31. Cedar Hill	82. Haltom City	132. Parker
32. Celeste	83. Harker Heights	133. Pecan Hill
33. Celina	84. Haskell	134. Petrolia
34. Centerville	85. Haslet	135. Plano
35. Cisco	86. Hewitt	136. Ponder
36. Clarksville	87. Highland Park	137. Pottsboro
37. Cleburne	88. Highland Village	138. Prosper
38. Clyde	89. Honey Grove	139. Quitman
39. College Station	90. Hurst	140. Red Oak
40. Colleyville	91. Hutchison	141. Reno (Parker County)
41. Colorado City	92. Hutto	142. Rhome
42. Comanche	93. Iowa Park	143. Richardson
43. Commerce	94. Irving	144. Richland
44. Coolidge	95. Justin	145. Richland Hills
45. Coppell	96. Kaufman	146. River Oaks
46. Corinth	97. Keene	147. Roanoke
47. Crandall	98. Keller	148. Robinson
48. Cross Roads	99. Kemp	149. Rockwall
49. Crowley	100. Kennedale	150. Roscoe
50. Dalworthington Gardens	101. Kerens	151. Rowlett
51. Denison	102. Kerrville	152. Royce City

ACSC Master List of Members (185 Total)

153. Sachse
154. Saginaw
155. Sansom Park
156. Seagoville
157. Seymour
158. Sherman
159. Snyder
160. Southlake
161. Springtown
162. Stamford
163. Stephenville
164. Sulphur Springs
165. Sweetwater
166. Temple
167. Terrell
168. The Colony
169. Trophy Club
170. Tyler
171. University Park
172. Venus
173. Vernon
174. Waco
175. Watauga
176. Waxahachie
177. Westlake
178. Westover Hills
179. Westworth Village
180. Whitesboro
181. White Settlement
182. Wichita Falls
183. Wilmer
184. Woodway
185. Wylie

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

Invoice

Date	Invoice #
2/7/2024	24-133

Bill To
City of Roanoke

Item	Population	Per Capita	Amount
2024 Membership Assessment	10,628	0.05	531.40
Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010			Total \$531.40