

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

**APRIL 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. PRESENTATION

1. Jennifer Dunn of the National Weather Service will present the City of Roanoke and Emergency Management with the Storm Ready City Designation.

E. PROCLAMATION

1. Mayor Gierisch will read a proclamation declaring May 2, 2024, as National Day of Prayer.
2. Mayor Gierisch will read a proclamation declaring May 2024 as Mental Health Month and May 10, 2024, as Children's Mental Health Awareness Day.



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

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F. 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 April 9, 2024.
2. Consider acceptance of the FY2023-2024 Quarterly Financial Report for the period ending March 31, 2024.

G. NEW BUSINESS

1. Consideration and action for a façade grant application from Dave Garner of Oak and Main at 101 S. Main St. Roanoke, TX.
2. Consideration and action to appoint three (3) members to the Keep Roanoke Beautiful board for a term ending January 2026.
3. Consideration and action to appoint one (1) member to the Roanoke Parks and Recreation board for an unexpired term ending October 2024.

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, April 18, 2024, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary



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*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: Presentation - Storm Ready City Designation

MEETING DATE: April 23, 2024

DEPARTMENT: Fire

ITEM SUMMARY:

Jennifer Dunn of the National Weather Service will present the City of Roanoke and Emergency Management with the Storm Ready City Designation.

INFORMATION:

Being a Storm Ready City shows the city's commitment to preparing the community for its increasing vulnerability to extreme weather and water events.

This program ensures that the City of Roanoke has the capability to send and receive severe weather warnings and forecasts and to alert the public of weather, a system that monitors conditions locally, promotes public readiness, and develops and implements hazardous weather plans.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Proclamation - National Day of Prayer

MEETING DATE: April 23, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Mayor Gierisch will read a proclamation declaring May 2, 2024, as National Day of Prayer.

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

1. 2024 National Day of Prayer

Proclamation

National Day of Prayer May 2, 2024

- WHEREAS,** throughout history America has faced trials and triumphs, and Americans have turned to prayer for courage and comfort, inspiration, and joy-filled celebration, compelled by faith to seek and cling to the Light of God's guidance and to spread this light to those in need; and
- WHEREAS,** from the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, thus affirming that faith in Almighty God has been deeply rooted in the foundation and building up of this great nation; and
- WHEREAS,** A National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and then amended with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as The National Day of Prayer; and
- WHEREAS,** the National Day of Prayer belongs to all Americans and is a day that transcends differences, bringing together citizens from all backgrounds and walks of life to honor God, to pray for our nation, and to give Him thanks for the many liberties and blessings we have received, among them the freedom to gather, worship and pray; and
- WHEREAS,** In every state across America the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme, "Lift Up the Word, Light Up the World," based on the verses found in 2 Samuel 22:29-31, "For you are my lamp, O Lord, and my God lightens my darkness ... This God—his way is perfect; the word of the Lord proves true; he is a shield for all those who take refuge in him." and
- WHEREAS,** on this National Day of Prayer we come together as leaders, citizens and neighbors to join our hearts and voices in unity to fervently and humbly seek God's divine wisdom, direction, protection, and strength to meet the challenges that we face both present and future, and to offer gratitude for the many blessings He has bestowed upon our communities, state and nation;

NOW, THEREFORE, I Carl E. Gierisch, Jr., Mayor of Roanoke, hereby proclaim Thursday, May 2, 2024, as

A DAY OF PRAYER IN ROANOKE

And invite all in our city to observe this day in ways appropriate to its importance and significance as a time for united prayer in our city.

Dated this 23rd day of April, 2024.

Carl E. "Scooter" Gierisch, Jr. Mayor

Witness:

April S. Hill, City Secretary





AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Proclamation - 2024 Mental Health Month & Children's Mental Health Awareness Day

MEETING DATE: April 23, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Mayor Gierisch will read a proclamation declaring May 2024 as Mental Health Month and May 10, 2024, as Children's Mental Health Awareness Day.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2024 Mental Health Month

Proclamation

Mental Health Month 2024

- WHEREAS,** addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the City of Roanoke; and
- WHEREAS,** the citizens of the City of Roanoke value their overall health and that of their families and fellow citizens and are proud to support observances such as Mental Health Month and Children’s Mental Health Awareness Day; and
- WHEREAS,** one in five adults has a diagnosable mental health condition;
- WHEREAS,** only half of Denton County parents are not familiar with mental health services in their community; and
- WHEREAS,** the need for comprehensive, coordinated mental health services for individuals and families places upon our community is a critical responsibility; and
- WHEREAS,** there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and
- WHEREAS,** each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and
- WHEREAS,** the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children’s Health of Denton County led by Cook Children’s, through their unique partnership and prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and
- WHEREAS,** it is appropriate that a month should be set apart each year for the direction of our thoughts toward mental health education and the support of treatment and recovery; and
- WHEREAS,** it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children’s mental health and well-being; and

NOW, THEREFORE, I Carl E. Gierisch, Jr., Mayor of Roanoke, hereby proclaim May 2024 as:

Mental Health Month

and May 10, 2024 as Children’s Mental Health Awareness Day and I call upon our citizens and all agencies and organizations interested in meeting every person’s mental health needs to unite this month in the observance of such exercises as will commit the people of Denton County to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people mental health conditions.

IN WITNESS WHEREOF, I have here unto set my hand and caused the official seal of the City of Roanoke, Texas to be affixed this the 23rd day of April, 2024.

Carl E. “Scooter” Gierisch, Jr. Mayor

Witness:

April S. Hill, City Secretary





CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 04/09/2024 - CC Minutes

MEETING DATE: April 23, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

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

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 04-09-2024

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
APRIL 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, Bryan Moyers, David Thompson, and David Brundage; 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, Development Services Manager J.R. Hames, Executive Assistant Jeannie Homer, Economic Development Manager Siale Langi, and Communication and Public Administrator/Marketing Carissa Katekaru.

ABSENT: Council member Hogan Page.

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 introduced Siale Langi, the new Economic Development Manager.

C. PUBLIC INPUT

Lindsay Glacy, Roanoke resident, expressed her appreciation to the Mayor and City Council members representing her Ward (Ward 1), Holly Gray and Hogan Page. Mrs. Glacy further thanked the Roanoke Fire Department for hosting many tours for the homeschoolers, and the Roanoke Police Department for going above and beyond to teach her children the dangers of drugs and alcohol.



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

**April 9, 2024
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Mrs. Glacy explained, the first time in 12 years, since moving to Roanoke, she has been put in a precarious situation by statements that were outlandish, unfounded, completely irresponsible, and upsetting. The statements placed a spotlight on homeschoolers and labeling them as fanatical, and being posted on the Trophy Club Public Safety Police and Fire Facebook page. Mrs. Glacy stated she has escalated this matter to the Texas Coalition of Homeschooling and has hired an attorney, as a precaution, due to possible outcomes of the social media posts.

Mrs. Glacy expressed her concerns as a parent, teacher, and for her children, as a direct result from the public accusation. This places a threat to homeschoolers, and city leaders should be held to a higher standard, and act accordingly online. Mrs. Glacy stated this is upsetting and is asking, at the very least, a public retraction be made, as the accusation was made in a public forum. Mrs. Glacy thanked the Mayor and City Council for their time and continued support of home-schooled families.

Mrs. Glacy concluded with Proverbs 13:16

“Wise people think before they act; fools don’t—and even brag about their foolishness.”

Helen Ward, Roanoke resident, expressed her concerns with the Roanoke Roundup event coinciding with the May elections, as this causes issues with parking at the Roanoke Public Library, making it more difficult to get in to vote. Mrs. Ward asked if it would be possible to change the date and/or the location of the event, to eliminate this issue.

Mrs. Ward stated she attends almost all City Council meetings, and has made an observation. Mrs. Ward explained she has never seen the opposing Mayoral Candidate at a City Council meeting, until he filed to run for Mayor. Mrs. Ward stated he is walking neighborhoods in Roanoke and is answering questions inaccurately. Mrs. Ward suggested the opponent would be able to answer questions more accurately, if he had attended or paid closer attention to meetings. Mrs. Ward gave examples of this.

Mrs. Ward concluded with a big thank you to the current city leaders, as she has lived in Roanoke since 1995, watching Roanoke grow and progress. Mrs. Ward stated she truly appreciates the Mayor, City Council, and City Staff, for working hard to keep the charm of Roanoke, while sensibly managing the growth and progress. Mrs. Ward expressed her gratitude for the city leaders, who strive to represent all residents, without prejudice against personal differences.

Jon Shedden, Roanoke resident, stated competition in any election is healthy. When you run for Mayor, you get to decide what type of Mayor you will be, and that’s what you campaign on. Being one that represents all of its residents, or one that seeks to divide all of its residents. Mr. Shedden address Sean Turner, explaining that although some of his campaign posts has highlighted some of the city’s amazing businesses, it has also highlighted hate and divisiveness. Mr. Shedden, gave an overview of the frightening incident that occurred at Medlin Middle School on March 26th, which his children attend. Mr. Shedden confronted Mr. Turner about a Facebook post that possibly resulted in the



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incident occurring. Mr. Shedden explained that Mr. Turner's response told him all he needs to know, about what kind of Mayor he would be. Roanoke is for everyone, please vote accordingly.

D. PRESENTATION

1. Finance Director Kyle Lester introduced his finance team, Krista White, Rebecca Tambunga, and Sarah O'Brien. Mr. Lester thanked Forvis for all of their hard work.

Lauren Berry Stamey, Director of the Public Sector with Forvis, gave an overview of the annual audit.

E. PROCLAMATION

1. Mayor Gierisch read a proclamation declaring April 2024 as Child Abuse Prevention Month.

F. 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 March 26, 2024.

Motion made by Holly Gray second by Bryan Moyers to approve Consent Agenda Item 1.

Motion carried unanimously.

G. NEW BUSINESS

1. Motion made by Holly Gray second by David Thompson to accept the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2023.

Motion carried unanimously.

H. 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:



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

April 9, 2024
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CITY COUNCIL DID CONVENED INTO CLOSED SESSION AT 7:28 P.M.

Sections 551.071 and 551.072

To deliberate the purchase, exchange, lease, or value of real property and seek legal advice from the City Attorney regarding hotel occupancy tax and related issues.

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 7:59 P.M.

1. **Sections 551.071 and 551.072 of the TEXAS GOVERNMENT CODE** To deliberate the purchase, exchange, lease, or value of real property and seek legal advice from the City Attorney regarding hotel occupancy tax and related issues.

Action taken.

2. **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.

Action taken.

I. ADJOURNMENT

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 7:59 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: FY2023-2024 Quarterly Financial Report - Ending March 31, 2024

MEETING DATE: April 23, 2024

DEPARTMENT: Finance

ITEM SUMMARY:

Consider acceptance of the FY2023-2024 Quarterly Financial Report for the period ending March 31, 2024.

INFORMATION:

Quarterly financial reports are prepared for the General Fund, Debt Service Fund, Water and Wastewater Fund, Hotel/Motel Fund, Special Events, Crime Control and Prevention District, and the Roanoke Economic and Industrial Development Corporation. Summaries of revenues and expenditures for the current year as well as the previous year, and percentage of collected/used are presented.

Fund summaries and variances for the second quarter of FY2023-24 are reported. After 6 months of activity, those programs that operate on a normal cycle should be close to 50% complete, although some deviations may happen. When comparing the current percentage to the benchmark, please keep in mind that some revenues are collected either once a year, or primarily at certain times of the year. Therefore, some percentages may be below the benchmark. For example, the majority of property taxes are paid during the months of January thru March, the electric franchise payment is made only once a year and there are also seasonal revenues such as recreational fees and water purchases. The same can be true of expenditures as well, particularly when considering debt service payments that occur twice annually, major economic development rebates like those seen this fiscal year, and capital projects funded out of an operating fund like the REIDC.

GENERAL FUND

Total revenue collections in the General Fund for fiscal year 2024 are up \$879,000 when compared to prior year. The majority of the decrease is due to increase to property and sales tax receipts for the fiscal year, as increase in assessed value and overall sales tax receipts have been seen since October 2023. Service Charges are showing a major increase when compared to last year due to the ESD paying their interlocal agreement a little earlier in FY24 than FY23, although the reverse is true for a



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few of our major franchise fee payors. License/permit revenues have also increased by more than \$100,000 primarily due to building permits. Conversely, Fines and Fees, which include revenue derived from the Municipal Court operation, are down slightly from the previous year.

General Fund expenditures have increased \$4.7 million over the previous year, with the largest increase due to our three-year annual payment to CitiGroup for economic development rebates earned in prior years (this figure is shown as a part of the "Maint./Utilities" category in the attached report). Personnel costs are also showing a large increase this year, which is anticipated from compensation adjustments for the current year budget. Total General Fund Revenues are at \$16.4 million, or 62% of budget, and expenditures total \$15.6 million, or 55% of budget.

WATER AND WASTEWATER FUND

Roanoke's Water and Sewer Utility Fund is currently running a deficit of \$319,000 for the year, which was expected. With the City's rate structure remaining unchanged until recently, the Fund has utilized existing cash balance to help pay for its operations. For FY24, staff anticipates using almost \$860,000 in reserves. As our recent rate study has shown, and supported by the Water/Wastewater summary enclosed, the wastewater utility does not currently collect sufficient revenue to fund its operations, whereas the water utility does. In fact, even with our recent rate adjustments staff anticipates water rates subsidizing the insufficient wastewater revenue for a few years until the necessary rate adjustments catch up with operational spending on the wastewater side. The largest expense in this fund comes from purchasing raw water as well as treatment services from the Trinity River Authority and the City of Fort Worth. Expenditures for the Water and Wastewater Fund totaled \$4.3 million as of this month and represents 49% of the annual budget.

ROANOKE ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

Total revenue collections in the REIDC for fiscal year 2024 are up slightly when compared to prior year. This increase is due mostly to an increase in sales tax collections.

Total expenditures in the REIDC fund equal \$4.28 million which is equal to 49% of budget. The majority of these expenditures are related to incentive agreements, recreation activities, special events, capital projects and debt.

CRIME CONTROL AND PREVENTION DISTRICT (NEW FUND THIS YEAR)

The Crime Control and Prevention District (CCPD) fund was created in FY2022-23. Revenue in this fund is derived from a ½ cent sales tax authorized by Roanoke citizens in May of 2022, and collections of this sales tax began in October of that



AGENDA ITEM

year. Revenue year-to-date totals \$2.18 million.

Total expenditures in the CCPD fund equals \$1.77 million which is equal to 32% of budget. These expenditures are used to fund public safety personnel and programs in the police department. A large portion of these funds is also used to support debt issuance related to the new police and courts facility which is currently under construction. A second bond issue secured by these sales tax receipts is anticipated for the fall of this calendar year.

SPECIAL EVENTS (NEW FUND THIS YEAR)

The Special events fund was created in FY2022-23 as well, and revenue in this fund is derived from transfers, sponsorships, and vendor fees. Revenue year-to-date totals \$573,000 and includes a \$500,000 transfer from the REIDC Fund.

Total expenditures in the Special events fund equals \$480,000 which is equal to 40% of budget. These expenditures are related to the special events including Celebrate Roanoke, Roanoke Roundup, Hometown Holidays, and the July 3rd Independence Celebration.

HOTEL/MOTEL FUND

Hotel/Motel Fund revenue totaled \$61,570 or 44% of budget. These payments are made on a quarterly basis and are based on room rentals from lodging providers. We continue to see improvement in this area.

Total expenditures in the Hotel/Motel fund equal \$102,350 which is equal to 75% of budget. The majority of these expenditures are related to the special events aimed at increased tourism within the city as well as expenses associated with the Roanoke Visitor's Center and Museum.

DEBT SERVICE FUND

Revenue collections in the Debt Service Fund for fiscal year 2024 totaled \$5.9 million, which includes revenues from our recent bond issuance. Property tax collections are greater than prior year by \$331,000 due to rate adjustments to accommodate new debt and revenues off of newly developed property. Expenditures to date totaled \$1.5 million which was primarily related to interest payments on outstanding bonds. Actual principal and interest payments are paid on a semi-annual basis in February and August.

REPORT ADDENDUM: CASH AND INVESTMENTS

In terms of investments, Roanoke's portfolio is a fairly simple one. We currently primarily rely on Texas Class, a well-used local government investment pool, as our major source of investment earnings. Dollars in this fund are considered liquid, as they are available for withdraw within 24 hours, if necessary. Rates of return here are sitting



AGENDA ITEM

at just over 5.25%, and tend to rise and fall with the Federal Reserve's interbank borrowing rate. The City also has a relatively small amount invested in local certificates of deposit with Prosperity Bank.

In the future, staff anticipates a more diverse investment portfolio. We have been working with several investment brokers that can give the City access to municipal bonds, treasury notes, brokered certificates of deposit, and Federal Agency notes. Additionally, staff is finalizing an adjustment with our depository bank to apply an earned credit rate for cash exceeding a stated amount in our checking account. All of these adjustments are routine investments for municipalities and pose little risk to liquidity and safety of funds.

STAFF RECOMMENDATION:

Staff recommends acceptance.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2024-3 2nd Quarterly report FY 2024

CITY OF ROANOKE

FINANCIAL SUMMARY AS OF 3/31/2024

FISCAL YEAR

2023-2024



PRESENTED BY:
CODY PETREE, CITY MANAGER
KYLE LESTER, FINANCE DIRECTOR

Financial Report - Second Q, 2024

% of year Completed 33%

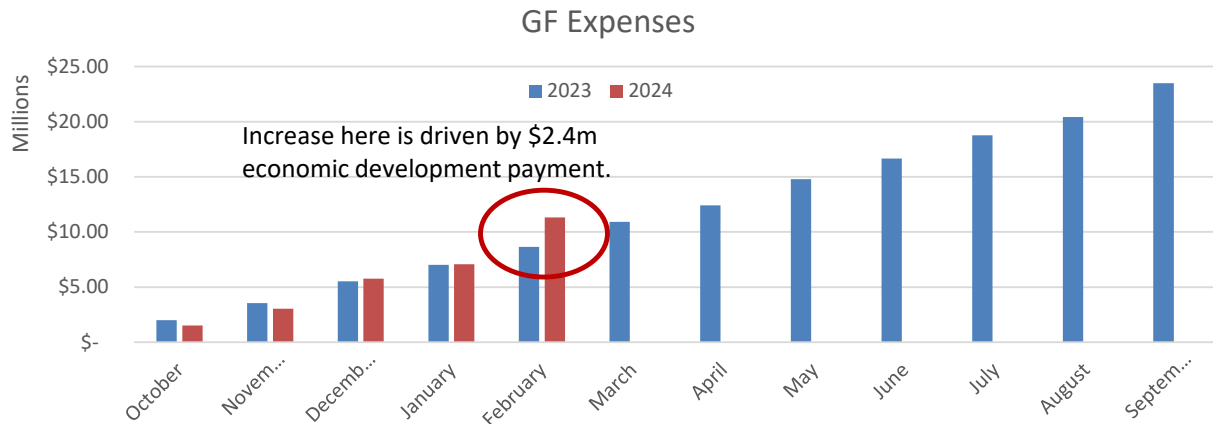
General Fund

% of Budget Spent 55%

	FY24 Budget		FY24 YTD		% of Budget	FY23 YTD		FY23% of Budget
Revenues	\$	26,344,499	\$	16,441,611	62%	\$	15,562,842	65%
Expenditures	\$	28,523,174	\$	15,617,462	55%	\$	10,916,699	42%
	\$	(2,178,675)	\$	824,149		\$	4,646,143	

*FY24 YTD Costs includes payments to CITI/Grainger 380 Agreements for \$3.47m total

Through the second quarter of this fiscal year, the General Fund is showing some strong revenue increases led by sales and property taxes. We are seeing some major discrepancies in service charges and franchise taxes, although both cases appear to be a matter of timing, as we've seeing earlier payments in EMS services and later payments in a few franchise fees. Staff anticipates these to even out by the next report. In terms of expenses, the largest increase is from our economic development agreements. The City has agreed to a payment plan for payments to CitiGroup earned in previous years but not yet paid. The City will utilize remaining EDC fund balances for these payments. No major revenue or expenditure issues are evident, and the Fund is performing as expected thus far.



General Fund Highlights

Revenue (FY24/FY23)

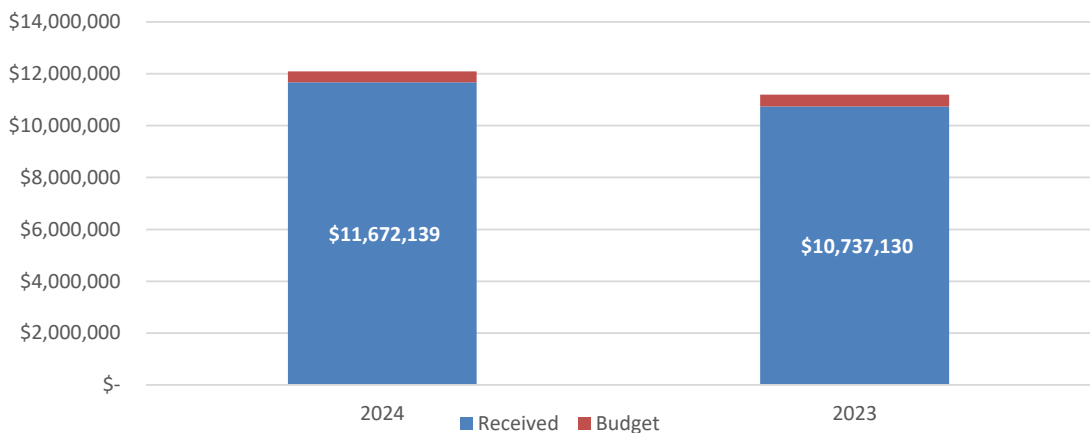
Property Tax	\$645.5k	Sales Tax	\$474.2k	Franchise Tax	-\$754.4k
Svc. Charges	\$541.5k	Other Revenue	-\$28.0k	Total Rev	\$878.8k

Expenditures (FY24/23)

Personnel	\$676.9k	Maint./Utilities	\$3,362.7k	Supplies	-\$30.7k
Capital	\$290.0k	Transfers	\$401.9k	Total Exp	\$4,700.8k

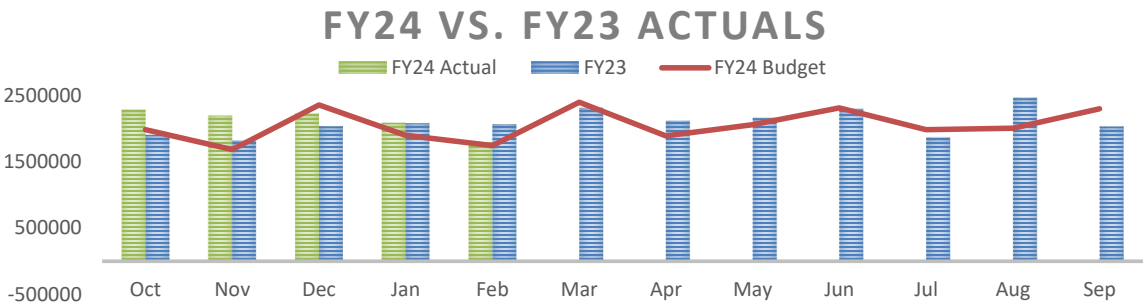
Financial Report - Second Q, 2024

Revenue Highlight: Property Tax



Roanoke anticipates receiving \$11.8m in total property taxes, which is a 10% increase from FY23. Much of this increase comes from debt payments related to the issuance of Series 2022B Certificates of Obligation, which are reserved for street projects and payable from property taxes. On the operating side, an additional \$500,000 over FY23 is anticipated from rate adjustments with the remaining coming from the taxation on newly developed property. State tax calculations stipulate that cities can only raise 3.5% more in operating revenue over the previous year, not including new development. However, for cities under 30,000 in population, such as Roanoke, a rate that raises an additional \$500,000 in property taxes is permissible. This is the rate Roanoke adopted for FY24.

Revenue Highlight: Sales Tax



MTD Increase
 -13.2%

YTD Increase
 6.9%

The City's fifth sales tax collection for FY24 brought a 13% decrease from FY23. However, the full FY24 collections remain up from FY23 by almost 7%, or \$680,000 city-wide. Given that the City receives taxes from a few key retailers, revenues do tend to fluctuate to a high degree based on those specific returns. As of now, staff is conservatively anticipating a single-digit increase for FY24 in total. Additionally, the State Comptroller is in the process of making a large, state-wide audit adjustment from a utility provider's previous returns that will negatively affect Roanoke by \$940,000. However, this is as a one-time adjustment that will not affect subsequent years.

Financial Report - Second Q, 2024

% of year Completed 33%

Water/Sewer Utility Fund

% of Budget Spent 49%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 7,921,307	\$ 4,012,321	51%	\$ 3,654,470	46%
Expenditures	\$ 8,778,714	\$ 4,331,675	49%	\$ 3,664,880	42%
	\$ (857,407)	\$ (319,354)		\$ (10,410)	

*Planned use of \$860,000 in reserves

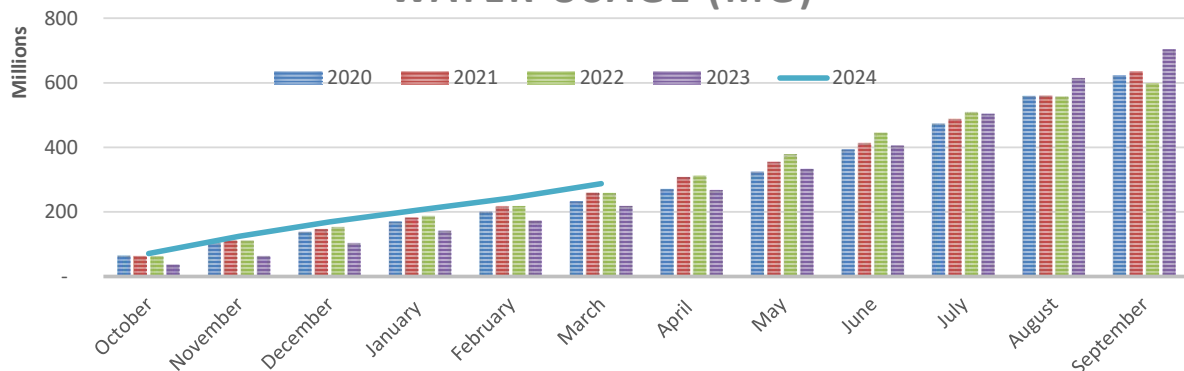
Wastewater Summary

Water Summary

	FY24 Budget	FY24 YTD		FY24 Budget	FY24 YTD
Revs	\$ 2,933,620	\$ 1,564,538	Revs	\$ 4,987,687	\$ 2,447,783
Exps	\$ 4,068,391	\$ 2,100,204	Exps	\$ 4,710,323	\$ 2,231,472
Net	\$ (1,134,771)	\$ (535,665)	Net	\$ 277,364	\$ 216,311

Roanoke's Water and Sewer Utility Fund is currently running a deficit of \$319,000 for the year, which was expected. With the City's rate structure remaining unchanged until recently, the Fund has utilized existing cash balance to help pay for its operations. For FY24, staff anticipates using almost \$860,000 in reserves. As our recent rate study has shown, and supported by the Water/Wastewater summary above, the wastewater utility does not currently collect sufficient revenue to fund its operations, whereas the water utility does. In fact, even with our recent rate adjustments staff anticipates water rates subsidizing the insufficient wastewater revenue for a few years until the necessary rate adjustments catch up with operational spending on the wastewater side. The largest expense in this fund comes from purchasing raw water as well as treatment services from the Trinity River Authority and the City of Fort Worth.

WATER USAGE (MG)



Expenditures (FY24/23)

Personnel	\$44.9k	Maint./Utilities	\$507.2k	Supplies	-\$7.2k
Capital	-\$184.2k	Transfers	\$306.0k	Total Exp	\$666.8k

Financial Report - Second Q, 2024

% of year Completed 33%

Special Revenue Funds

% of Budget Spent 49%

REIDC Fund	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 6,230,000	\$ 3,363,804	54%	\$ 3,307,691	59%
Expenditures	\$ 8,814,766	\$ 4,280,846	49%	\$ 3,606,685	54%
	\$ (2,584,766)	\$ (917,042)		\$ (298,994)	

CCPD Fund	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 6,093,062	\$ 2,186,748	36%	\$ 1,846,029	34%
Expenditures	\$ 5,539,512	\$ 1,777,067	32%	\$ 1,328,982	40%
	\$ 553,550	\$ 409,680		\$ 517,048	

Special Events	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 802,500	\$ 573,482	71%	\$ 1,090,264	136%
Expenditures	\$ 1,204,926	\$ 479,893	40%	\$ 452,257	63%
	\$ (402,426)	\$ 93,589		\$ 638,007	

Hotel Tax Fund	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 139,150	\$ 61,570	44%	\$ 44,586	32%
Expenditures	\$ 137,350	\$ 102,350	75%	\$ 34,500	25%
	\$ 1,800	\$ (40,780)		\$ 10,086	

Special Revenue Funds Highlights

Revenue (FY24/FY23)

Sales Tax	\$584.2k	Misc. Rev	-\$165.6k	Interfund	\$25.0k
					
Service Charge	-\$9.0k	Licenses	-\$32.8k	Total Rev	-\$103.0k
					

Expenditures (FY24/23)

Personnel	\$388.5k	Maint./Utilities	\$460.7k	Supplies	-\$794.9k
					
Capital	\$1,384.8k	Transfers	-\$288.8k	Total Exp	\$1,217.7k
					

Financial Report - Second Q, 2024

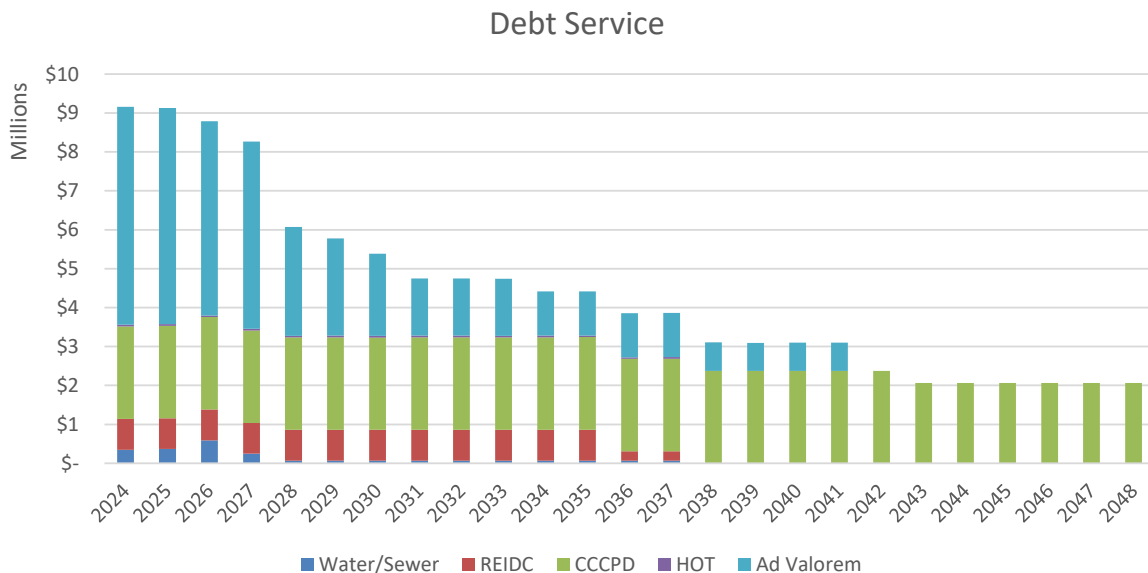
Debt Service Fund

% of year Completed 33%

% of Budget Spent 26%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 5,847,330	\$ 5,934,828	101%	\$ 5,189,229	91%
Expenditures*	\$ 5,812,929	\$ 1,512,395	26%	\$ 897,245	16%
	\$ 34,401	\$ 4,422,433		\$ 4,291,984	

Being predominately funded through property taxes, the Debt Service fund has received most of its revenue for the year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of this month's figures, the fund is running a surplus of about \$4.4 million, and major principle and interest payments will hit in August of this year. The City has consistently issued debt for capital projects since at least 2014, with the most recent issues hitting the market in November of calendar 2023. Approximately 61% of the current-year debt service payments are fully secured by property taxes. The largest recent issue, however, is for the construction of a new public safety and courts building, paid for through CCPD sales taxes. An additional \$20 million is slated to be issued for this purpose before the calendar year closes. All current bond payments are scheduled as follows:



For any questions or comments regarding this report, please contact:

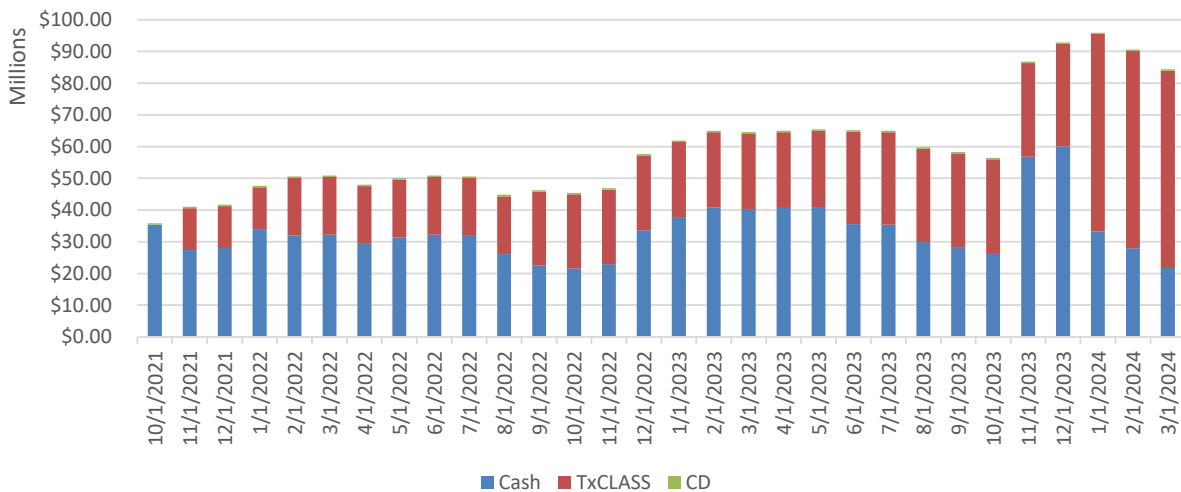
Kyle Lester
 Finance Director
 City of Roanoke, TX
klester@roanoketexas.com
 817-491-6075

Financial Report - Second Q, 2024, Appendix

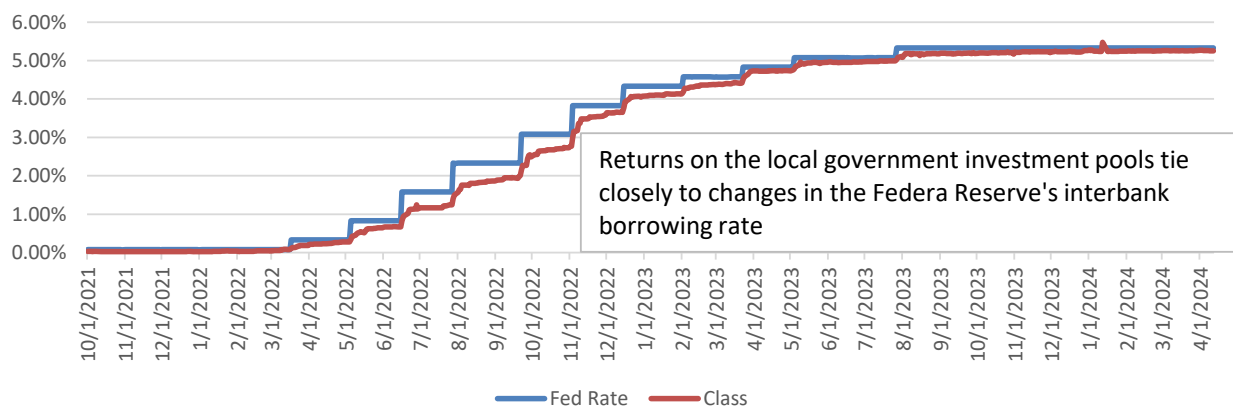
Report Addendum: Investment/Cash Report

Type		FY24	FY23	Inc/(Dec)	Inc/(Dec) %
Operating	\$	45,318,597	\$ 49,663,086	\$ (4,344,489)	-9%
Capital	\$	37,360,460	\$ 12,179,272	\$ 25,181,188	207%
Grants/Other	\$	1,720,685	\$ 2,730,983	\$ (1,010,299)	-37%
	\$	84,399,742	\$ 64,573,342	\$ 19,826,401	31%
Cash	\$	21,725,920	\$ 40,287,710	\$ (18,561,790)	-46%
Investments	\$	-	\$ -	\$ -	0%
CD's	\$	439,271	\$ 469,271	\$ (30,000)	-6%
LG Pool	\$	62,234,552	\$ 23,816,361	\$ 38,418,191	161%
Total	\$	84,399,742	\$ 64,573,342	\$ 19,826,401	31%

Cash/Investments over Time



Fed Rate vs. Pool Returns



Returns on the local government investment pools tie closely to changes in the Federa Reserve's interbank borrowing rate



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant: Oak and Main - 101 S. Oak St.

MEETING DATE: April 23, 2024

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action for a façade grant application from Dave Garner of Oak and Main at 101 S. Oak St. Roanoke, TX.

INFORMATION:

The Façade Grant Review Committee received an application for improvements to the exterior for the amount of 50% of the final project cost or \$15,000.00. The improvements include: demolition and removal of patio furniture, signage, and rusted front canopy; installation of new metal frame fencing using 30-year durable material; installation of new canopy, blade signage (with new neon lighting and branding); installation of exterior booth seating to enhance engagement with sidewalk along Oak Street and elevate outdoor dining; installation of LED exterior lighting; installation of a motorized screen; and removal of rust and discoloration of concrete.

The estimated cost of eligible improvements is **\$103,000**. The total cost of the project, including improvements to the interior of the business, is \$224,018.

STAFF RECOMMENDATION:

Improvements meet the guidelines set forth by the city's Façade Grant Program. Staff recommends approval of the amount requested.

SPECIAL CONSIDERATION:

City Council approved funding in the amount of \$50,000 for the Façade Grant Program for the 2023-2024 fiscal year.

FINANCIAL CONSIDERATION:

Remaining funds available for this fiscal year - \$25,759.



AGENDA ITEM

ATTACHMENTS:

1. 101 Oak St - Facade Grant Application and Invoices Receipts
2. 101 S Oak - Before photos
3. 101 S Oak - After Photos



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): DAVE GARNER
2. Name of Business: OAK AND MAIN
3. Mailing Address of Applicant: 1016 LAKE HILLS TR ROANOKE TX 76262
4. Project Address: 1015 OAK STREET #100 ROANOKE TX 76262
5. Does the applicant own the building? Yes ☒ No
(If the answer to #5 is no, please provide a letter from the building owner declaring approval of the project.)
6. Estimated Project Cost: \$ 103,000
(Attach a detailed cost breakdown supported by one or more quotes from recognized contractors or suppliers with a written description of work to be completed. Include photo of the site to be improved and a sketch or photos of planned improvements.)
7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$ _____
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)
8. Proposed project start date: JANUARY 2024
9. Proposed project completion date: APRIL 2024
10. What is (are) the existing uses of the building? RESTAURANT
11. Will the proposed project result in a change of the use of the building?
Yes ☒ No ☐ If Yes, please explain the change _____

12. The following are attached to this application:

- ☐ A written description of the proposed project
- ☐ A drawing or rendering of the proposed project
- ☐ A detailed cost breakdown of the proposed project
- ☐ Quotes from contractors or suppliers
- ☐ An approval letter from the building owner

The undersigned applicant affirms that:

1. The information in the application is true and accurate.
2. The applicant has read and understands the conditions of the Façade Grant Program.
3. The City of Roanoke has reserved the right in its sole discretion to reject this application.

Applicant Signature: _____

Date: _____

Business Name: _____

Address: _____

Phone: _____



April 8, 2024

CAR & MAIN

101 S OAK STREET #100
ROANOKE VA 76262

817 668 0030



Façade Grant Scope of Work for Oak and Main at 101 S Oak Street #100 Roanoke, TX 76262

Exterior Project Scope:

- Demolition and removal of current patio furniture, signage and rusted front canopy.
- Scope of work to include enhancement of both Oak Street and Main Street elevations
- Installation of new fencing using metal frame and 30-year durable fencing material
- Installation of new front canopy for guests to wait and be protected from rain and sun.
- Demo existing single door and installation of two new modern horizontal 5 window 3'0 x 8'0 front doors
- Renovate and re-install the existing blade sign with new neon and branding
- Install new signage for restaurant
- Install exterior booth seating on Oak Street patio with orientation toward Oak Street to enhance the interaction and engagement with people on the sidewalks.
- Install new patio tables and furniture for patios facing both Oak and Main Streets
- Install new exterior LED lighting to enhance exterior dining experience
- Installation of motorized screen on Oak Street elevation to gain additional dining weeks each year
- Removal of rust and discoloration of concrete

Project Budget

- | | |
|----------------------|----------|
| • Signage | \$30,000 |
| • Exterior Furniture | \$23,000 |
| • Motorized Screens | \$16,000 |
| • Construction | \$34,000 |

Total cost of project	\$103,000
-----------------------	-----------

Hielan Approval Communication

From: Gina Griffin

Sent: Monday, December 18, 2023 11:26 AM

To: Dave Garner

Cc: Keith Menking

Subject: RE: Permit Set and Sign Proposal Oak and Main 101 S Oak Street #100

Dave, this is all approved by landlord.

Thank you,

Gina Griffin

Hielan Real Estate

From: Dave Garner

Sent: Saturday, December 16, 2023 4:35 PM

To: Gina Griffin

Cc: Keith Menking

Subject: Permit set and Sign proposal

Gina

I hope all is well. Who all should I send a copy of these plans for approval? Are there other people that I should send to?

Let me know if any questions or concerns.

Thank you,

Dave



Order status changed

Hi Dave,
The status of your order #73965 has changed to "Shipped".

Order details

Order total: **\$7,426.85 USD**
Date placed: **Mar 04, 2024**
Payment method: **Credit Card (via Cybersource)**

Products shipped



Gamma Commercial Outdoor Weave Bar Stool from J.M.C. Furniture

JMC-GAMMA-BS
Brand: JMC Furniture

Qty: 29



Liftgate (OPTIONAL SERVICE) - The pallet(s) would be lowered to the ground.

Shipping: Liftgate Service
Brand: Internal

Qty: 1



Your customer care specialist is Kerry Voltz. Her contact information is: 1-800-986-5352 ext 424 / kerryv@eastcoastchair.com

KEV-424
Brand: Internal

Qty: 1



Shipping Charge for Vendor Items

Vendor Shipping
Brand: Internal

Qty: 1

Tracking information

- [260025309](#) (Other - LTL - liftgate at delivery)

Check order status



East Coast Chair and Barstool
tableschairsbarstools.com

Go shopping

Missouri Table & Chair

PO Box 6827
Lee's Summit, MO 64064
USA

INVOICE

Invoice Number: 13028
Invoice Date: Mar 11, 2024
Page: 1

Duplicate

Voice: 816-246-4040

Fax: 816-246-7910

Drop Shipment

Bill To:

Oak and Main
101 S Oak #100
Roanoke, TX 76262

Ship to:

Oak and Main
Dave Garner
101 S Oak #100
Roanoke, TX 76262
817-773-8949

Customer ID	Customer PO	Payment Terms	
Oak and Main		NET 30	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Joni	RL CARRIERS	3/11/24	4/11/24

Quantity	Item	Description	Unit Price	Amount
11.00	G14-HPL3030	TABLE TOP, 30 X 30 SQUARE, HIGH PRESSURE LAMINATE, 1/5" THICK, INDOOR/OUTDOOR, COLOR: CARRERA	136.00	1,496.00
4.00	G14-HPL36	TABLE TOP, 36" ROUND, HIGH PRESSURE LAMINATE, 1/2" THICK, INDOOR/OUTDOOR, COLOR: CARRERA	149.00	596.00
2.00	G14-HPL3060	TABLE TOP, 30 X 60 RECTANGLE, HIGH PRESSURE LAMINATE, 1/2" THICK, INDOOR/OUTDOOR, COLOR: CARRERA - ****WITH UMBRELLA HOLES****	268.00	536.00
Subtotal				2,628.00
Sales Tax				
Freight				395.00
Total Invoice Amount				3,023.00
Payment/Credit Applied				
TOTAL				3,023.00

Check/Credit Memo No:

Southern™ PATIO ENCLOSURES

1196 W Bartlett Dr, Buda, TX 78610 • 512-782-8787

Customer:	Oak & Main	Date:	November 8, 2023
Street:	101 S Oak Street # 100101 S Oak Street # 100	Ship/Install:	
City:	Roanoke	Street:	
State:	tx	City:	
Zip:	76262	State:	
Phone:	817-773-8949	Zip:	
Email:	dave@wildwoodtx.com	Phone:	

Customer Invoice Motorized Screen Enclosures - Commercial Strength

Project Details:

Color:	Fabric:	Doors:	Motors:	Panels:	HW Color:	Window:	Hurricane:	Sales Rep.:
Needed	Needed	Needed	Needed	Needed	Needed	Needed	No	Jay Anderson

DESCRIPTION

Fully motorized shade/screen enclosures

Featuring a wide variety of mesh styles and colors, insect/solar/privacy/clear vinyl

Extruded aluminum components are more durable than plastic or rolled metal (hood/side tracks/weight bar)

Vinyl coated fiberglass or polyester screen materials for better outdoor longevity

This system features the option to interchange shades/screens (Summer protection) or clear vinyl for winter

*****	Additional options may add to this price

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS.

15,322.00

Freight: Estimated

Sales Tax: 1,264.07

TOTAL \$ 16,586.07

Down Payment: \$ 8,293.03

Final Payment due: \$ 8,293.03

We offer financing! Your estimated monthly payment (36 month term) = \$ 568.90

50% Down Payment required to start job, Total Balance due after installation or before shipping.

Your deposit is confirmation of your acceptance of our standard Terms of Service.

www.southernpatioenclosures.com/terms-of-service

Jay@SouthernPatioEnclosures.com 512-782-8787

Southern Patio Enclosures - 1196 West Bartlett, Buda TX 78610

In order to proceed, please sign and return. balance due : \$ 8,293.03

Payment terms: 50% Deposit, 50% due day of completion

(Customer): _____ Date: _____

Signed (M. Chandler):

Date:

Make all checks payable to: Southern Patio Enclosures

THANK YOU FOR YOUR BUSINESS!



SALES ORDER

Sales Order Number:

13164

Sales Order Date:

Apr 12, 2024

Ship By:

Apr 12, 2024

Page:

1

PO Box 6827

Lee's Summit, MO 64064

USA

Voice: 816-246-4040

Fax: 816-246-7910

To:

Oak and Main
101 S Oak #100
Roanoke, TX 76262

Ship To:

Oak and Main
Dave Garner
101 S Oak #100
Roanoke, TX 76262
817-773-8949

Customer ID	PO Number	Sales Rep Name
Oak and Main		Joni Williams
Customer Contact	Shipping Method	Payment Terms
	RL CARRIERS	NET 30

Quantity	Item	Description	Unit Price	Amount
4.00	G14-HPL3048	30x48 High Pressure Laminate Tabletop; Indoor/Outdoor; Color: CARRERA	162.00	648.00
Subtotal				648.00
Sales Tax				
Freight				395.00
TOTAL ORDER AMOUNT				1,043.00

P.O. Box 32
Grapevine, TX 76099

Invoice

Date	Invoice #
1/16/2024	26841

Bill To
Oak & Main Dave Garner 101 S. Oak St Roanoke, TX

Job Address
Oak & Main 101 S. Oak St Roanoke, TX

P.O. No.	Terms	Target Date	Rep	Project
	Due on receipt	3/7/2024	CGC	

Description	Qty.	Unit Price	Amount
Oak & Main PROOF4			
Permit Acquisition	1	350.00	350.00T
City Fee/Permit	2	150.00	300.00T
5 x 10 LED Sign Cabinet w/ Halo Lighting	1	8,750.00	8,750.00T
Retro Fit / Refurbish Existing Blade Sign	1	11,776.00	11,776.00T
1st Trip - Remove blade sign and bring back to shop	1	1,800.00	1,800.00T
2nd Trip - Return to install blade sign and front building sign	1	3,600.00	3,600.00T

	Subtotal	\$26,576.00
	Sales Tax (8.25%)	\$2,192.52
	Total	\$28,768.52
	Payments/Credits	-\$14,384.26
	Balance Due	\$14,384.26

Wildwood Proposal

Total 167171.00

Line Items	Units	Type	Unit Cost	Unit Total
GC Bid				
Division 01 -- General Requirements				25859.00
Project Management (administrative, repro, expenses, safety, reporting, meetings, photos, etc.)	1	EA	4500.00	4,500.00
General Labor (handling, storage, deliveries, etc.)	1	EA	1500.00	1,500.00
Project Utilities (temp - water, electricity, sanitary, etc.)	1	EA	0.00	0.00
Waste Removal & Site Cleanup	3	EA	600.00	1,800.00
Equipment & Tools Rental	1	EA	1800.00	1,800.00
Final Cleaning	1	EA	1200.00	1,200.00
Closeout Procedures (substantial & final completion, warranties, demo, manuals, as-builts, etc.)	1	Inclusive	0.00	0.00
Insurance	1	Inclusive	0.00	0.00
Overhead & Profit	1	EA	15059.00	15,059.00
Contingency 5%	1	EA	0.00	0.00
Sales Tax	1		0.00	0.00
Division 02 - Demolition				0.00
Complete Demolition	1	Inclusive	0.00	0.00
Division 03 -- Concrete				0.00
Saw cut core and pour back	1	N/A	0.00	0.00
Division 04 -- Masonry				3877.00
Front Entry brickwork demo and make good	1	EA	3877.00	3,877.00
Division 05 -- Metals				0.00
Structural Steel Framing (columns, beams, joists, decking, angles, channels, tubes, etc.)	1	N/A	0.00	0.00
Cold Formed Light Gauge Metal Framing	1	N/A	0.00	0.00
Stainless Steel Panels at Cook Line, Stainless Steel Drink At Bar	1	Inclusive	0.00	0.00
Division 06 -- Wood, Plastics & Composites)				64890.00
Complete Carpentry (framing,drywall,frp,ceiling, patio, front entry,bar, low walls,ineterior doorsl)	1	EA	52400.00	52,400.00
Exterior Patio Enclosure Railing and canopy ceiling materials composite wood	1	EA	9345.00	9,345.00
Restroom countertops plain quartz allowance	2	EA	650.00	1,300.00

Millwork front bar top install only, paint back bar top	1 EA	1845.00	1,845.00
Division 07 -- Thermal and Moisture Protection			0.00
Roofing penetrations and patching	1 N/A	0.00	0.00
Division 08 -- Openings			480.00
Metal Doors & Frames (hollow metal, etc.)	1 Inclusive	0.00	0.00
Glass Window Between Kitchen And Dining Room	1 EA	480.00	480.00
Remove cut down and install front entry side lights	1 Inclusive	0.00	0.00
Traffic Doors (kitchen - double acting, etc.) Relocate	1 Inclusive	0.00	0.00
Division 09 -- Finishes			34875.00
Non-Structural Wood Framing	1 Inclusive	0.00	0.00
Gypsum Board (sheetrock, tape & bed, etc.)	1 Inclusive	0.00	0.00
Epoxy floor in bar and kitchen areas.	990 SF	9.50	9,405.00
Epoxy cove base in bar and kitchen areas.	220 LF	13.50	2,970.00
Acoustical Ceiling (tile, grid, etc.)	1 Inclusive	0.00	0.00
Resilient Flooring (LVT, transitions, base, accessories, etc.) Labor only	1 Inclusive	0.00	0.00
Fiberglass Reinforced Panels (FRP, etc.)	1 Inclusive	0.00	0.00
Finishes including mudwork, texture, painting, tile, concrete stain floor sealer and VCT labor	1 EA	22500.00	22,500.00
Division 10 -- Specialties			6490.00
Toilet Partitions (partitions, hardware, etc.)	2 EA	3245.00	6,490.00
Toilet Accessories	EA	250.00	0.00
Division 12 -- Furnishings			0.00
Wildwood Provided FF&E (handling, assembly, installation, etc.)	1 Inclusive	0.00	0.00
Division 14 -- Conveying Equipment			0.00
Electric Traction Passenger Elevators	1 N/A	0.00	0.00
Division 21 -- Fire Suppression			0.00
Modification of Sprinkler System	1 N/A	0.00	0.00
Fire Extinguishers, Inspections and Fire Department Compliance	1 N/A	0.00	0.00
Division 22 -- Plumbing			6200.00
Pumb in owner supplied dish machine, demo existing gas manifold at cook line and rework to new equip	1 EA	6200.00	6,200.00
Division 23 -- Heating, Ventilating & Air Conditioning (HVAC)			0.00

Complete HVAC System (RTUs, ducting, insulation, supports, controls, piping, accessories, registers, gri	1 N/A	0.00	0.00
Division 26 -- Electrical			24500.00
Complete Electrical per permit set of prints, lighting fixtures by owner unless otherwise stated.	1 EA	24500.00	24,500.00

Inclusions

All materials unless otherwise stated
 Installation of owner supplied materials
 Overhead and profit is calculated at base rate of 10%
 Outlets USB and LED lights at bar front
 Delete liquor storage doors and make busser dump station
 Plywood decking on PDR ceiling
 Power to heat lamps
 Paint metal wainscoat in hallway and back bar top

Exclusions

All fire sprinkler work, this will need to be determined by fire marshal
 All fire extinguisher inspections or replacements
 Any additional work requested by fire marshal or building inspectors
 Front entry doors and side patio doors supplied by owner installed by GC
 Wood slab bar top supplied by owner installed by GC
 Tile and VCT supplied by owner installed by GC
 Sales tax is not included, if no exemption certificate is received then sales tax would be added at 8.25% per Texas code
 Permit fees and any other associated City or State fees other than GC registration fee
 No contingency budget is included

DRAFT AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «29 » day of December » in the year «2023 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »« » Dave Garner
« » Wildwood Roanoke
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »NCSA Properties Inc
« »3201 Chalkstone Drive
« » Rowlett
« » Texas 75088

for the following Project:
(Name, location and detailed description)

« »Wildwood Roanoke
« » 101 South Oak Street, Suite 100
« »Roanoke
Texas 76262

The Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « 12-01-2023 », and enumerated as follows:

Drawings:

Number	Title	Date
T1	Cover Sheet	12-01-2023
SP-1	Site Plan	12-01-2023
D-1	Demo Plan	12-01-2023
A-1	Floor Plan	12-01-2023
A-2	Plumbing Plan	12-01-2023
A-3	Reflected Ceiling Plan	12-01-2023
A-4	Equipment Plan	12-01-2023
A-5	Electrical	12-01-2023
A-6	Finish And Millwork	12-01-2023
A-7	Exterior Elevations	12-01-2023
A-8	Millwork Sections	12-01-2023
A-9	Life Safety Plan	12-01-2023

A-10	Wall Section Details	12-01-2023
ADA-1	ADA Specificatons	12-01-2023
ADA-2	ADA Specifications	12-01-2023
E-1	Electrical Plan	12-01-2023
E-2	Electrical Specifications	12-01-2023
M-1	HVAC Plan	12-01-2023
MP-1	Mechanical Specifications	12-01-2023
P-1	Plumbing Plan	12-01-2023

Specifications:

Section	Title	Pages

.3 addenda prepared by the Architect as follows:

Number	Date	Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

«January 3 2024 »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement.

[**«X»**] By the following date: «February 25 2024 »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ 167,171.00« »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
Division 1 General Conditions	\$25859
Division 4 Masonry	\$3877
Dvision 6 Woods and Plastics	\$64890
Division 8 Openings	\$480
Division 9 Finishes	\$34875

Division 10 Specialties	\$6490
Division 22 Plumbing	\$6200
Division 26 Electrical	\$24500

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price
Restroom Quartz Countertops	\$650 each

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« » Deposit due at signing 35% - \$58509, payments then made incrementally every 14 days until completion of project

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

«10 » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ «1,000,000 ») each occurrence, « » (\$ «2,000,000 ») general aggregate, and « » (\$ «2,000,000 ») aggregate for products-completed operations hazard.

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least five days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

§ 12.4 Progress Payments

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*

« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

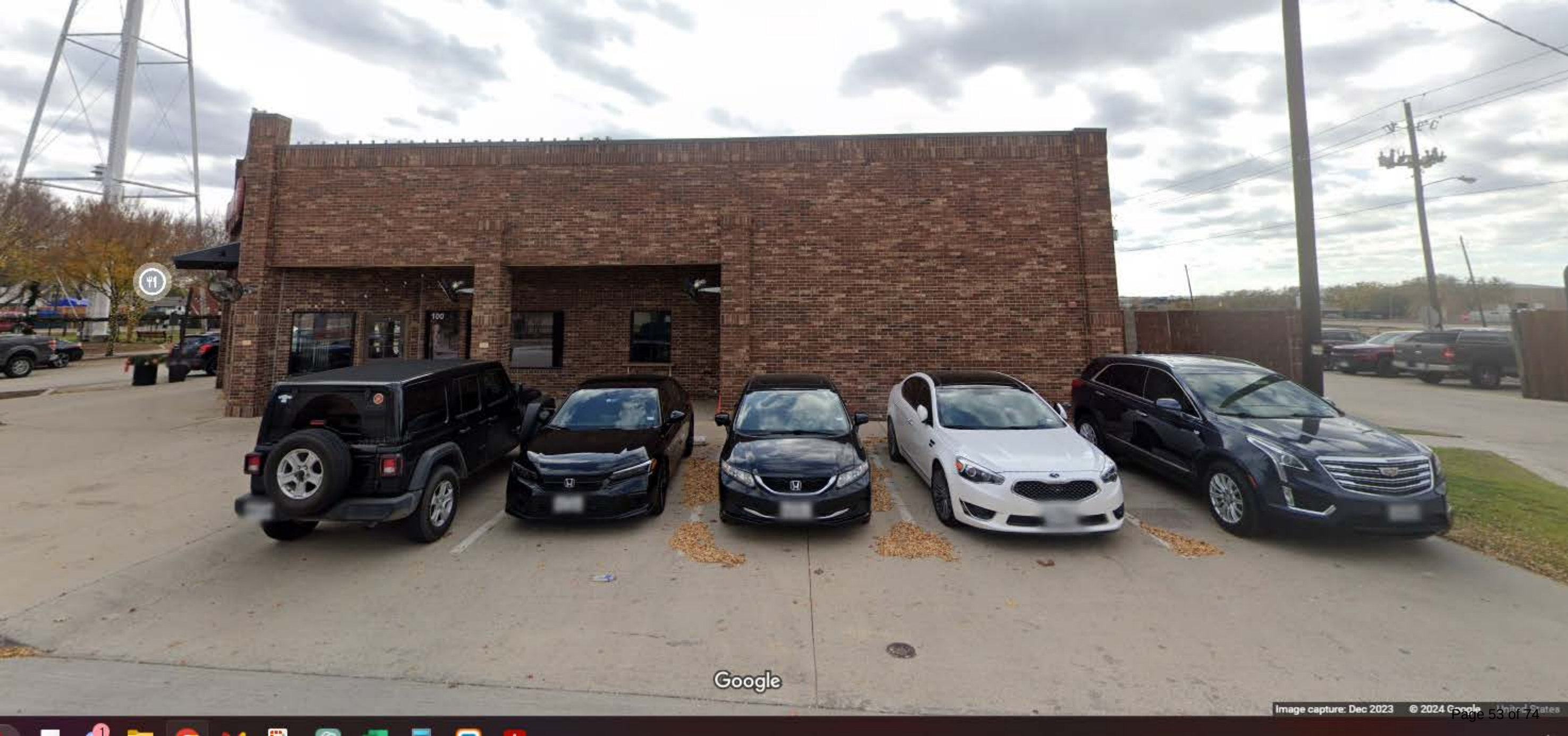
(Printed name and title)

LICENSE NO.:

JURISDICTION:







Google

North elevation:
outdoor dining
expansion -
furniture,
fencing,
electrical





East elevation:
refurbished
blade sign;
outdoor dining
expansion;
electrical;
furniture;
fencing and
motorized
screens

NE corner:
5x10 sign;
canopy; main
entry renovation



NE corner:
5x10 sign;
canopy; main
entry renovation



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Keep Roanoke Beautiful Board Appointments - 2024

MEETING DATE: April 23, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint three (3) members to the Keep Roanoke Beautiful board for a term ending January 2026.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2024 KRB Application - Ernie Adams
2. 2024- KRB Application - Bryan Moyers
3. 2024- KRB Application - Susanna Lione
4. 2024- KRB Application - Helen Ward

APR 18 2024

Eligible: Yes

Keep Roanoke Beautiful

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

5:45 PM

First (1st) Wednesday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

- ☒ Available to attend on specified day and time
- ☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter**Section 8.01 - Authority, composition and procedures.**

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

- ☒ Yes
- ☐ No

Applicant First & Last Name *

Ernie Adams.

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

7 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

Occupation *

Construction Executive

Work Experience Applicable to the board position to which you are applying.

21 years of construction specializing in new and restoration projects.

Other Special Knowledge or Experience Applicable to the board position to which you are applying.

Interned with city of Lubbock engineering and code enforcement depts while at Texas tech university.

Previous Volunteer Experience (Church Civic, Youth, etc.)

Trophy club MGA board, Roanoke IED board.

Have you attended a meeting of the board/commission for which you have applied?

☐ Yes

☒ No

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APR 18 2024

Eligible: yes

Keep Roanoke Beautiful

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

5:45 PM

First (1st) Wednesday of each month

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Roanoke, TX 76262

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Do you agree to the attendance requirements? *

Roanoke Home Rule Charter**Section 8.01 - Authority, composition and procedures.**

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

- ☒ Yes
- ☐ No

Applicant First & Last Name *

Bryan Moyers

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

14 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

Occupation *

Firearm Dealer

Work Experience Applicable to the board position to which you are applying.

City Council, Fairway Ranch HOA, various other boards,

Other Special Knowledge or Experience Applicable to the board position to which you are applying.

I keep a tidy and neat yard year round

Previous Volunteer Experience (Church Civic, Youth, etc.)

BYFO coach, youth soccer coach, youth baseball coach, former county precinct chair

Have you attended a meeting of the board/commission for which you have applied?

☐ Yes

☒ No

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APR 18 2024

Eligible: Yes

Keep Roanoke Beautiful

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

5:45 PM

First (1st) Wednesday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

- ☒ Available to attend on specified day and time
- ☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter**Section 8.01 - Authority, composition and procedures.**

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

- ☒ Yes
- ☐ No

Applicant First & Last Name *

Susanna Lione

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

7 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

Occupation *

Sales

Work Experience Applicable to the board position to which you are applying.

Marketing and sales experience across national shelter publications and events: Traditional Home, Bon Appetit, Dwell, International Surfaces Expo, Kitchen and Bath Expo.

Other Special Knowledge or Experience Applicable to the board position to which you are applying.

BA in Art and Design, avid gardner,

Previous Volunteer Experience (Church Civic, Youth, etc.)

Leadership team volunteer WiCyS DFW chapter 2023, American Advertising Federation DFW chapter Membership Committee volunteer 2013 - 2015, Dallas Ski Club program committee 2014-2016

Have you attended a meeting of the board/commission for which you have applied?

☐ Yes

☒ No

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Google Forms

APR 18 2024

Eligible: Yes

Keep Roanoke Beautiful

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

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Roanoke, TX 76262

- ☒ Available to attend on specified day and time
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Do you agree to the attendance requirements? *

Roanoke Home Rule Charter**Section 8.01 - Authority, composition and procedures.**

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

- ☒ Yes
- ☐ No

Applicant First & Last Name *

Helen Ward

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

29 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

Occupation *

Retired

Work Experience Applicable to the board position to which you are applying.

Current member of ZBA and Type A boards. Regularly attend council meetings. Active volunteer with Citizens Police and Fire Alumni groups.

Other Special Knowledge or Experience Applicable to the board position to which you are applying.

No experience specific to this board. Just have a desire to keep Roanoke quaint and pretty.

Previous Volunteer Experience (Church Civic, Youth, etc.)

See above

Have you attended a meeting of the board/commission for which you have applied?

☐ Yes

☒ No

This form was created inside of City of Roanoke, Texas.

Google Forms



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Parks & Rec Board Appointment - 2024

MEETING DATE: April 23, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint one (1) member to the Roanoke Parks and Recreation board for an unexpired term ending October 2024.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2024 - Parks Board Application - John Pullen

APR 17 2024

Eligible: yes

Parks Board

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

6:30 PM

Third (3rd) Thursday of each month

Roanoke Parks & Recreation Administration Building

108 S. Oak Street

Roanoke, TX 76262

☒ Available to attend on specified day and time☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter**Section 8.01 - Authority, composition and procedures.**

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

☒ Yes☐ No

Applicant First & Last Name *

John Pullen

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

9 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

Occupation *

Retired law enforcement

Work Experience Applicable to the board position to which you are applying.

Other Special Knowledge or Experience Applicable to the board position to which you are applying.

Previous Volunteer Experience (Church Civic, Youth, etc.)

Roanoke COP, coached girls softball and Special Olympic

Have you attended a meeting of the board/commission for which you have applied?

☐ Yes

☒ No

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