

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**

**JULY 9, 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. Mayor Gierisch will swear in Jeff Williams to his new position of Assistant Chief of Police.

### **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 June 25, 2024.



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

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2. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for the use of the Denton County Radio Communications System.
3. Consider approval of an Interlocal Agreement between the City of Roanoke and the City of Allen for technology aid in the event of a disaster or IT department unavailability.

**F. OLD BUSINESS**

1. Consideration and action to appoint four (4) members to the Planning and Zoning Commission for a term ending July 2026.

**G. NEW BUSINESS**

1. Consider approval to award a bid to K. Tillman Construction LLC for electrical improvements on Oak Street, including the installation of electrical receptacles from Crockett Street to Byron Nelson Blvd, for an amount not to exceed \$1,724,400.00.
2. Consideration and action on approval of Ordinance No. 2024-107 granting to Atmos Energy Corporation, a franchise to construct, maintain, and operate pipelines and equipment in the City of Roanoke, Denton and Tarrant Counties, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes.
3. Consideration and action on approval of Ordinance No. 2024-108, establishing a sinking fund for the funding of the City Manager's Employment Agreement.

**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:

**Section 551.074**

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

**RECONVENE INTO REGULAR SESSION**

The City Council will reconvene into Regular Session, pursuant to the



AGENDA FOR THE MEETING  
OF THE ROANOKE CITY COUNCIL

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provisions of Chapter 551 of the Texas Government Code, to take any action necessary regarding:

**Section 551.074**

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

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.

**I. ADJOURNMENT**

**CERTIFICATION**

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Wednesday, July 3, 2024, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

A handwritten signature in blue ink, reading "April S. Hill".

---

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



## **AGENDA ITEM**

TO: Honorable Mayor and City Council

SUBJECT: Swearing in of Jeff Williams - New Assistant Chief of Police

MEETING DATE: July 9, 2024

DEPARTMENT: Police

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### **ITEM SUMMARY:**

Please join us in congratulating Jeff Williams on his appointment as the Assistant Chief of Police for the Roanoke Police Department. Jeff is a driven individual whose goals and leadership fit into the culture of Roanoke.

Jeff brings with him an impressive 28-year law enforcement career. Prior to leading the Bedford Police Department, he served in North Richland Hills, where he climbed through the ranks and has experience overseeing all aspects of the Police Department, including administrative services, criminal investigations, technical services, and uniformed services. He holds a bachelor's degree in criminal justice from Dallas Baptist University and a TCOLE Master Peace Officer certificate. He is a graduate of the FBI National Academy, ILEA School of Police Supervision, and Police Executive Research Forum (PERF) Senior Management Institute.

### **INFORMATION:**

### **STAFF RECOMMENDATION:**

### **SPECIAL CONSIDERATION:**

### **FINANCIAL CONSIDERATION:**

### **ATTACHMENTS:**

None



## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 06/25/2024 - CC Minutes

MEETING DATE: July 9, 2024

DEPARTMENT: City Secretary

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**ITEM SUMMARY:**

Consider approval of the minutes from the regular City Council meeting held on June 25, 2024.

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

1. CCMin 06-25-2024

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  
JUNE 25, 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, David Thompson, Bryan Moyers, and David Brundage; City Manager Cody Petree, Executive Assistant Jeannie Homer, and City Attorney Jeff Moore.

**DEPT. STAFF:** Assistant City Manager/Chief of Police Jeriahme Miller, Library Director Kelly Holt, Economic Development Manager Siale Langi, Communication and Public Administrator/Marketing Carissa Katekaru, and Human Resources Manager Jamie Seil.

**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**

Mayor Gierisch announced the annual Independence Day event will be held on July 3<sup>rd</sup>, 5:00 p.m. to 10:00 p.m.

**C. PUBLIC INPUT**

Donald Glacy, Roanoke resident, wanted to express his gratitude for the opportunity to serve on the Roanoke Planning and Zoning Commission and Roanoke Economic and Industrial Development Corporation Type A. Mr. Glacy further expressed his interest in continuing his service on these boards.

**D. PRESENTATION**

1. Sally Aldridge, President and CEO of the Metroport Chamber, presented the Metroport Chamber Annual Report.



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

**June 24, 2024  
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**E. PROCLAMATIONS**

1. Mayor Gierisch read a proclamation and present a key to the City in recognition of 15-year-old Alena McQuarter for her remarkable achievements and commitment to academic excellence.
2. Mayor Gierisch read a proclamation declaring July as Parks and Recreation 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 June 11, 2024.
2. Consideration and acceptance of the FY 2024-2025 Crime Control and Prevention District (CCPD) Budget as approved by the CCPD Board.

Motion made by Holly Gray second by David Thompson to approve Consent Agenda Items 1 and 2.

Motion carried unanimously.

**G. NEW BUSINESS**

1. Motion made by David Thompson second by Holly Gray to table the appoint of 4 members to the Planning and Zoning Commission for a term ending July 2026.  
Motion carried 5-1-0. Councilmember Bryan Moyers was opposed.

2. Motion made by Holly Gray second by David Thompson to approve Resolution No. 2024-103R casting their vote for Jim Carter to the Board of Managers of the Denco Area 9-1-1 District.

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:

**CITY COUNCIL DID CONVENED INTO CLOSED SESSION AT 7:21 P.M.**

**Section 551.074**



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

**June 24, 2024  
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To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

**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 7:49 P.M.**

1. **Sections 551.074 of the TEXAS GOVERNMENT CODE** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.  
No action taken.

**I. ADJOURNMENT**

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 7:49 p.m.  
Motion carried unanimously.

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

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Jeannie Homer, Executive Assistant



## AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: ILA with Denton County for Fire Department use of the Radio Communications System.

MEETING DATE: July 9, 2024

DEPARTMENT: Fire

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### **ITEM SUMMARY:**

Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for the use of the Denton County Radio Communications System.

### **INFORMATION:**

This is the annual renewal of the agreement with Denton County that allows Roanoke Fire Department to utilize the Radio Communications System.

### **STAFF RECOMMENDATION:**

Staff recommends approval.

### **SPECIAL CONSIDERATION:**

### **FINANCIAL CONSIDERATION:**

### **ATTACHMENTS:**

1. 2024-25 Roanoke FD Consolidated Radio Communications FULL Contract

# **INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF ROANOKE FIRE DEPARTMENT FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM**

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Roanoke, Texas, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

**WHEREAS**, Denton County and Roanoke are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

**WHEREAS**, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

**WHEREAS**, Roanoke wishes to use certain portions of the System for its governmental operations; and

**WHEREAS**, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

**WHEREAS**, Roanoke and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

## **I.**

### **DEFINITIONS**

*“Assignee”* means the City employee assigned to a specific Subscriber Unit.

“*Communications System*” or “*System*” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“*Coordinating Committee*” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“*Infrastructure Management Committee*” means the committee that is responsible for the administration and operation of the Communications System.

“*Subscriber Units*” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“*Talk Group*” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“*Technical Committee*” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“*User*” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

## **II.**

### **TERM**

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1<sup>st</sup> day of October, 2024, and ending on the 30<sup>th</sup> day of September, 2025. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

### **III.**

#### **OBLIGATIONS OF CITY OF ROANOKE**

3.1 Roanoke shall use the System in accordance with this Agreement to provide integration of communications by Roanoke between its Users on the System for governmental operations.

3.2 When using the System, Roanoke shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Roanoke uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Roanoke will also abide by the User rules of those Talk Groups.

3.3 Roanoke must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Roanoke is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Roanoke is responsible for all programming of City-owned Subscriber Units.

3.5 Roanoke shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Roanoke, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Roanoke shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

#### **IV.**

##### **OBLIGATIONS OF THE COUNTY**

4.1 The County will allow Roanoke to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Roanoke. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Roanoke Talk Groups nor make changes to the Roanoke radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

#### **V.**

##### **FEEES**

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A**, which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1<sup>st</sup>, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Roanoke before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1<sup>st</sup> of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will

be calculated based on the number of Subscriber Units in service on the radio system as of May 1<sup>st</sup> of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

## **VI.**

### **PAYMENT DUE**

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

## **VII.**

### **TERMINATION**

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

## **VIII.**

### **RELEASE AND HOLD HARMLESS**

**TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.**

## **IX.**

### **IMMUNITY**

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

## **X.**

### **ASSIGNMENT**

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Roanoke also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

## **XI.**

### **ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Denton County and Roanoke and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Roanoke. This Agreement may be amended only by written instrument signed by Denton County and Roanoke.

## **XII.**

### **NOTICES**

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

|         |   |                                                                                                                 |
|---------|---|-----------------------------------------------------------------------------------------------------------------|
| County: | 1 | Denton County Judge<br>Denton County Commissioners Court<br>1 Courthouse Drive, Ste 3100<br>Denton, Texas 76201 |
|         | 2 | Denton County Sheriff<br>Denton County Sheriff's Office<br>127 N. Woodrow Lane<br>Denton, Texas 76205           |
|         | 3 | Assistant District Attorney<br>Counsel to the Sheriff<br>127 N. Woodrow Lane<br>Denton, Texas 76205             |

|                  |                                                                              |
|------------------|------------------------------------------------------------------------------|
| Name of Agency:  | The City of Roanoke Fire Department                                          |
| Contact Person   | Chris Addington, Fire Chief                                                  |
| Address          | 201 Fairway Drive                                                            |
| City, State, Zip | Roanoke, TX 76262                                                            |
| Email:           | <a href="mailto:caddington@roanoketexas.com">caddington@roanoketexas.com</a> |

## **XIII.**

### **AUTHORITY TO SIGN**

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

## **XIV.**

### **SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

## **XV.**

### **VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

## **XVI.**

### **INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

## **XVII.**

### **REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

## **XVIII.**

### **SUCCESSORS AND ASSIGNS**

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

**EXECUTED** duplicate originals on the dates indicated below:

**SIGNED AND AGREED BY THE CITY OF ROANOKE, TEXAS:**

**BY:**

\_\_\_\_\_  
Carl E. "Scooter" Gierisch, Jr., Mayor  
The City of Roanoke  
500 S, Oak Street  
Roanoke, TX 76262  
817-491-2411  
[scooter@roanoketexas.com](mailto:scooter@roanoketexas.com)

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Chris Addington, Fire Chief

Attest:

\_\_\_\_\_  
April S. Hill, City Secretary

Approved as to form:

\_\_\_\_\_  
Jeff Moore, City Attorney

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON  
COUNTY, TEXAS:**

**BY:**

\_\_\_\_\_  
Andy Eads, County Judge  
Denton County Commissioners Court  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76201  
(940)349-2820

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

**Exhibit A**  
**Denton County Sheriff's Office**  
**Consolidated Radio Communications System Agreement**  
**FY24-25 Agency Payment Worksheet/Invoice**

|                                                                                      |                                                                                                                                                                         |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agency:</b>                                                                       | <b>Roanoke Fire Department</b>                                                                                                                                          |
| Payment Contact Person:                                                              | Chief Chris Addington and/or April S. Hill,<br>City Secretary                                                                                                           |
| Phone Number:                                                                        | 817-491-2301 or 817-491-8152                                                                                                                                            |
| Email(s):                                                                            | <a href="mailto:caddington@roanoketexas.com">caddington@roanoketexas.com</a> or <a href="mailto:ahill@roanoketexas.com">ahill@roanoketexas.com</a>                      |
| Address:                                                                             | 201 Fairway Drive                                                                                                                                                       |
| City, State, Zip                                                                     | Roanoke, TX 76262                                                                                                                                                       |
| <b>Agency Should Include this Worksheet with Each Payment Sent to Denton County.</b> |                                                                                                                                                                         |
| Make checks payable to:                                                              | <b>Denton County</b>                                                                                                                                                    |
| Mail payments to:                                                                    | Consolidated Radio Communications Systems<br>Agreement Payments<br>Denton County Sheriff's Office<br>Attn: Sherry Cochran<br>127 N. Woodrow Lane<br>Denton, Texas 76205 |
| <b><u>Tier 2</u></b>                                                                 |                                                                                                                                                                         |
| Radio User + Console Site - \$5 each per month                                       |                                                                                                                                                                         |
| 86 PD Radio Subscribers                                                              |                                                                                                                                                                         |
| <b>Total Amt Per Year = <u>\$5,160.00</u></b>                                        |                                                                                                                                                                         |
| <b><u>BILLED ANNUALLY</u></b>                                                        |                                                                                                                                                                         |

Please sign and date below.

|                                    |            |              |
|------------------------------------|------------|--------------|
|                                    | Fire Chief | July 9, 2024 |
| Signature of Agency Representative | Title      | Date         |



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ILA - IT Mutual Aid

MEETING DATE: July 9, 2024

DEPARTMENT: Administration

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### ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and the City of Allen for technology aid in the event of a disaster or IT department availability.

### INFORMATION:

The City of Allen is the host City for an interlocal agreement for technology mutual aid. Cities like Allen, Benbrook, Celina, Euless, Fate, Grand Prairie, Hurst and Prosper already participate. This agreement would allow Roanoke to receive mutual aid if there is a disaster in Roanoke or in the event that Roanoke's IT department is unavailable. We would also respond if one of the other cities listed in the mutual aid agreement needed IT assistance.

### STAFF RECOMMENDATION:

Staff recommends approval

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

None

### ATTACHMENTS:

1. ILA - IT Mutual Aid

## **AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID FOR INFORMATION TECHNOLOGY SERVICES**

This Amended and Restated Interlocal Cooperation Agreement ("Agreement") is by, between, and among the City of Allen, Texas (the "Host City") and the undersigned Participating Local Governments of the State of Texas (each a "Participating Entity"), acting by and through their respective authorized representatives (referred to individually as a "Party" and collectively as the "Parties").

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

**WHEREAS**, the Host City previously authorized the Interlocal Cooperation Agreement for information technology services and desires to amend and restate the Original Agreement as set forth herein; and

**WHEREAS**, each Participating Entity may experience a cyber incident, natural disaster, or other emergency capable of degrading or disrupting information technology services ("IT Services") beyond the capabilities of the Participating Entity; and

**WHEREAS**, each Participating Entity acknowledges the importance of prompt restoration of IT Services to allow local governments to function and operate; and

**WHEREAS**, each Participating Entity has agreed to adopt a formal or informal cyber response plan in the event of a significant cyber incident; and

**WHEREAS**, each Participating Entity has agreed to adopt a formal or informal response plan in the event of a natural disaster or other emergency; and

**WHEREAS**, a Participating Entity requesting IT Services (hereinafter referred to as a "Requesting Entity") receives benefit from a responding Participating Entity (hereinafter referred to as a "Responding Entity") through the provision of supplemental IT Services personnel or computer hardware for the period of support; and

**WHEREAS**, the Responding Entity receives the benefit of its IT Services personnel gaining knowledge through the experience of aiding in the restoration of IT Services during a crisis; and

**WHEREAS**, the Parties desire to enter a mutual aid agreement to offer time and expertise of IT Services personnel to assist in the detection, response and short-term remediation of the cyber incident or assist in the repair and restoration of IT Services due to a natural disaster or other emergency.

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE I DEFINITIONS**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“Host Entity” shall mean the City of Allen, Texas.

“IT Incident” shall mean an event or set of circumstances resulting from a cyber incident, natural disaster, pandemic or other emergency (including state or local declared state of disaster pursuant to Chapter 418 Texas Government Code) whether natural or manmade, which is capable of degrading or disrupting information technology services beyond the capabilities of the Requesting Entity.

“Mutual Aid” shall mean, but is not limited to, such IT Service resources as facilities, equipment, services, supplies, and personnel.

“Participating Entity” shall mean a participating local government that executes this Agreement.

“Requesting Entity” shall mean the Participating Entity that requests Mutual Aid under this Agreement as a result of an IT Incident under the terms of this Agreement.

“Responding Entity” shall mean the Participating Entity providing Mutual Aid to a Requesting Entity in response to a request from a Requesting Entity under this Agreement as a result of an IT Incident.

## **ARTICLE II PURPOSE**

The purpose of this Agreement is to establish a mutual aid agreement between and among the Parties, which will allow each Participating Entity to provide Mutual Aid to a Requesting Entity as a result of, in response to, or during an IT Incident.

## **ARTICLE III TERM; TERMINATION**

3.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution by the Participating Entity (“Effective Date”). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

3.2 A Participating Entity may terminate its participation in this Agreement by providing thirty (30) days prior written notice to terminate its participation in this Agreement to the Host Entity. The Host Entity shall provide written notice of any such termination to the designated representative of each Participating Entity.

3.3 A Participating Entity's participation in this Agreement may be terminated by the Host Entity for cause, including, but not limited to, failure to comply with the terms or conditions of this Agreement upon thirty (30) days prior written notice to such Participating Entity.

3.4 Termination by one or more Parties to this Agreement does not affect the Agreement as it applies to the remaining Parties.

#### **ARTICLE IV RESPONSIBILITY OF PARTIES**

4.1 Requesting Assistance. The Chief Information Officer ("CIO"), Information Technology Director ("IT Director"), or designee of the Participating Entity that has experienced an IT Incident may request Mutual Aid from the CIO, IT Director, or designee of another Participating Entity verbally or in writing. The determination as to what Mutual Aid may be made available to the Requesting Entity without unduly interfering with the IT Services of the Responding Entity shall be made at the sole discretion of the CIO, IT Director, or designee of the Responding Entity. Each Participating Entity agrees to assess local resources to determine availability of Mutual Aid based on current or anticipated needs of the Responding Entity. Requests for Mutual Aid shall not be requested by a Party unless it is directly related to the IT Incident and resources available from the Requesting Party are inadequate.

4.2 Each Participating Entity recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide aid and assistance to the Participating Entity's own constituents. This Agreement shall not be construed to impose any obligation on any Participating Entity to provide Mutual Aid to Requesting Entity. Each Participating Entity may choose not to render Mutual Aid at any time for any reason, or to recall such Mutual Aid that has been provided at any time.

4.3 Procurement of Equipment, Software and Services. The Requesting Entity shall be responsible for any incidental costs, equipment, software, or services related to the Mutual Aid response to the IT Incident. If the Responding Entity indicates a need for the acquisition or purchase of equipment, software, or services, the Requesting Entity shall decide if such acquisition or purchase is necessary and will make any required acquisition or purchase.

4.4 Personnel Costs. The Requesting Entity shall pay any overtime costs that occur for personnel of the Responding Entity if requested by the Responding Entity. The Responding Entity shall provide the Requesting Entity with a written invoice for such overtime costs which shall include an itemized list of Responding Entity employees, the date and time of overtime hours worked within sixty (60) days after the provision of such Mutual Aid. The Requesting Entity shall pay such invoice to the Responding Entity within thirty (30) days after receipt of such invoice.

4.5 Travel Costs. The Requesting Entity shall pay any travel costs that occur for personnel of the Responding Entity. It will be the responsibility of the employee(s) of the Responding Entity to compile and submit all documented travel costs to the Requesting Entity. Mileage expenses will be reimbursed at the current IRS mileage rate and miles expended will be validated by supporting documentation. Reimbursement payments will be paid to the employee(s) of the Responding Entity by the Requesting Entity if travel costs were paid by the employee. Otherwise, reimbursement payments will be made to the Responding Entity.

4.6 Use of Computer Hardware. A Requesting Entity in need of computer hardware (e.g. personal computers, laptops, servers, network equipment, etc.), will compile a written list of such computer hardware and the estimated length of time that such equipment is needed which may be sent to the Participating Entities. Any Participating Entity may choose to respond in whole or part and is under no obligation to provide computer hardware to the Requesting Entity. A Responding Entity which chooses to loan computer hardware will respond back to the Requesting Entity to affirm that such computer hardware or portion thereof is available for temporary use. The Responding Entity makes no claim of the currency or operational use of the computer hardware nor is the Responding Entity liable for any damages resulting from the Requesting Entity's use of any computer hardware so provided. The transportation and delivery of such computer hardware or charges related thereto shall be the responsibility of the Requesting Entity unless otherwise agreed by those Parties. The Requesting Entity shall be responsible for, and pay the Responding Entity for any damages, loss, or destruction of such computer hardware while in the use and possession of the Requesting Entity, including the transport thereof. Any ongoing maintenance, lease or other fees related to such computer hardware shall continue to be paid by the Responding Entity.

4.7 Criminal Justice Information System ("CJIS"). The Requesting Entity shall be responsible for restricting the Responding Entity personnel from access to CJIS information unless the Responding Entity personnel have completed all CJIS background checks and is in current compliance with CJIS training requirements.

4.8 List of Participating Entities. The Host City shall maintain a current list of Participating Entities and provide such list to a Participating Entity upon request

## **ARTICLE V INSURANCE**

5.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Worker's Compensation Act.

5.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

5.3 General Liability Insurance. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

5.4 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid rendered or performed pursuant to the terms and conditions of this Agreement. Except as specifically stated in this Agreement, each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of Mutual Aid pursuant to this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights for any third parties not signatories hereto.

## **ARTICLE VI MISCELLANEOUS**

6.1 Expending Funds. Each Party that furnishes Mutual Aid pursuant to this Agreement shall do so with funds available from current revenues of such Party. No Party shall have any liability for the failure to expend funds to provide Mutual Aid.

6.2 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

6.3 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

6.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.5 Amendment. This Agreement may be amended from time to time by the Host City. The Host City shall send notice of such amendments to each Participating Entity. Each

Participating Entity shall be bound by such amendments unless the Participating Entity sends written notice to the Host City terminating its participation in this Agreement.

6.6 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

6.7 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. By execution of this Agreement the Participating Entity consents to be a Party to this Agreement and acknowledges that it is not necessary to receive copies of the Agreement from other local governments that are, or which become, Parties to this Agreement.

6.8 Entire Agreement. This Agreement is the entire agreement between and among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between and among the Parties that in any manner relates to the subject matter of this Agreement.

6.9 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period following the termination of this Agreement shall survive termination.

6.13 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, addressed to Participating Entity at the address set forth below the signature of the Party

6.14 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

*[Signature Pages to Follow]*

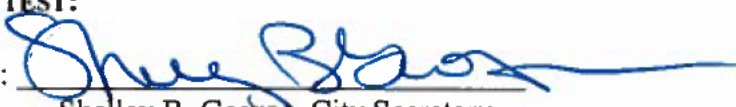
EXECUTED this 18<sup>th</sup> day of September 2020.

CITY OF ALLEN, TEXAS

By:   
Eric Ellwanger, City Manager

One Allen Civic Plaza  
305 Century Parkway  
Allen, Texas 75013

ATTEST:

By:   
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By:   
Peter G. Smith, City Attorney

**EXECUTED** this 9th day of July, 2024.

**PARTICIPATING ENTITY:**

**CITY OF Roanoke, TEXAS**

By: \_\_\_\_\_

Name: Carl E. Gierisch, Jr.

Title: Mayor

Address: 500 S. Oak Street

Roanoke, TX 76262

**ATTEST:**

By: \_\_\_\_\_

City Secretary, April S. Hill

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney, Jeff Moore



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 2024 - P&Z Appointments

MEETING DATE: July 9, 2024

DEPARTMENT: City Secretary

---

### ITEM SUMMARY:

Consideration and action to appoint four (4) members to the Planning and Zoning Commission for a term ending July 2026.

### INFORMATION:

This item was tabled at the June 25, 2024, City Council meeting.

### STAFF RECOMMENDATION:

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

### ATTACHMENTS:

1. Application - John Pullen
2. Application - Victor Molaschi
3. Application - Ernie Adams
4. Application - Kristie Womack
5. Application - Donald Glacy
6. Application - Jason Kasal
7. Application - Michael Callaway
8. Application - Lori Bellows
9. Application - Deborah Brundage
10. Application - Paul Lanspa
11. Application - Tracy Baker
12. Application - Wes Walser

APR 17 2024

Eligible: yes

# Planning & Zoning Commission

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** \*

7:00 PM

First (1st) &amp; Third (3rd) Monday 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 &amp; 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 youth girls softball.

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

☒ Yes

☐ No

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JUN 03 2024

Eligible: yes

## Planning & Zoning Commission

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7:00 PM

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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 \*

Victor Molaschi

Address \*

Home/Cell Phone \*

Email Address \*

## Eligibility

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

31Years

Are You Registered to Vote in Roanoke? \*

☒ Yes

☐ No

Voter Registration (VUID) Number \*

Occupation \*

Sr. Project Manager -Construction

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

Over 30 years of commercial construction and development experience on both private and government contracts. I have extensive knowledge of industry standards and practices.

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

Over 20 years of civil experience on city council, P&Z, Home Rule and other boards and committees.

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

Roanoke Lions, Church construction, Naval Sea Cadets, etc.

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

☒ Yes

☐ No

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DEC 13 2023

Eligible: yes

# Planning & Zoning Commission

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**Meeting Time, Day and Location \***

7:00 PM

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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.**

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- ☒ 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.

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

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

noted above in work experience.

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

Former Board Member MGA at Trophy Club CC. Former Texo Foundation Committee. Current Roanoke IED committee

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

☒ Yes

☐ No

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JUN 03 2024

Eligible: yes

# Planning & Zoning Commission

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** \*

7:00 PM

First (1st) &amp; Third (3rd) Monday 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.**

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- ☒ Yes
- ☐ No

Applicant First & Last Name \*

Kristie Womack

Address \*

Home/Cell Phone \*

Email Address \*

### Eligibility

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

since 1999

Are You Registered to Vote in Roanoke? \*

☒ Yes

☐ No

Voter Registration (VUID) Number \*

Occupation \*

Sales Analyst

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

a loooong time ago I was the P&Z Administrator for Trophy Club, TX...

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

I have been on the Roanoke P&Z for over 20 years

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

I have been on the Roanoke P&Z for over 20 years

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

☒ Yes

☐ No

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RECEIVED

JUN 03 2024

Eligible: yes

## Planning & Zoning Commission

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 \*

7:00 PM

First (1st) & Third (3rd) Monday 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 \*

Donald Glacy

Address \*

Home/Cell Phone \*

Email Address \*

## Eligibility

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

Since 2011

Are You Registered to Vote in Roanoke? \*

☒ Yes

☐ No

Voter Registration (VUID) Number \*

Occupation \*

Business Consulting

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

Current member of P&Z

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

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

Denton County Republican Party Official

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

☒ Yes

☐ No

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JUN 06 2024

Eligible: yes

## Planning & Zoning Commission

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 \*

7:00 PM

First (1st) & Third (3rd) Monday 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.**

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- ☒ Yes
- ☐ No

Applicant First & Last Name \*

Jason Kasal

Address \*

Home/Cell Phone \*

Email Address \*

---

### Eligibility

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

15 years

---

Are You Registered to Vote in Roanoke? \*

☒ Yes

☐ No

Voter Registration (VUID) Number \*

---

Occupation \*

Commerical Leasing

---

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

I have served on this board since 2012 and I'm Vice Chairman.

---

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

I'm also a member of the Southlake Town Square Association and Architectural Review Committee.

---

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

I was previously president of the Roanoke Economic Development Board Type B. I've coached youth soccer for GNWSA for 12 years.

---

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

☒ Yes

☐ No

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JUN 24 2024

Eligible: Yes

## Planning & Zoning Commission

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 \***

7:00 PM

First (1st) &amp; Third (3rd) Monday of each month

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- ☒ 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 \*

Michael Callaway

Address \*

Home/Cell Phone \*

Email Address \*

## Eligibility

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

23 yes

Are You Registered to Vote in Roanoke? \*

☒ Yes

☐ No

Voter Registration (VUID) Number \*

Occupation \*

Financial Services industry

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

no

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

no

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

Meals on Wheels, political campaigns

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

☐ Yes

☒ No

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JUN 25 2024

Eligible: yes

## Planning & Zoning Commission

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 \***

7:00 PM

First (1st) &amp; Third (3rd) Monday 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.**

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- ☒ Yes
- ☐ No

Applicant First & Last Name \*

Lori Bellows

Address \*

Home/Cell Phone \*

Email Address \*

## Eligibility

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

5.5 years

Are You Registered to Vote in Roanoke? \*

☒ Yes

☐ No

Voter Registration (VUID) Number \*

Occupation \*

Attorney

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

Currently in-house lawyer providing advice on a wide range of issues. When I was practicing at a law firm, I advised clients about how to present their positions on zoning and eminent domain matters

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

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

Board member for social service agency.

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

☐ Yes

☒ No

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## Planning & Zoning Commission

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 \*

7:00 PM

First (1st) & Third (3rd) Monday 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 \*

Deborah Brundage

Address \*

Home/Cell Phone \*

Email Address \*

## Eligibility

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

10 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.

Twenty year career as a business executive. Currently serve CCPD board.

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

Deep concern for plans and future of my town.

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

RCPAA, RCFAA

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

## Planning & Zoning Commission

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 \*

7:00 PM

First (1st) & Third (3rd) Monday 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.**

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- ☒ Yes
- ☐ No

Applicant First & Last Name \*

Paul Lanspa

Address \*

Home/Cell Phone \*

Email Address \*

## Eligibility

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

5 years

Are You Registered to Vote in Roanoke? \*

☒ Yes

☐ No

Voter Registration (VUID) Number \*

Occupation \*

Director

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

Several years experience on Carpentersville, IL PZC

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

Several years experience on Carpentersville, IL PZC

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

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

☐ Yes

☒ No

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Google Forms

# Planning & Zoning Commission

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** \*

7:00 PM  
First (1st) & Third (3rd) Monday 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 \*

Tracy Baker

Address \*

Home/Cell Phone \*

Email Address \*

## Eligibility

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

5 years

Are You Registered to Vote in Roanoke? \*

☒ Yes

☐ No

Voter Registration (VUID) Number \*

Occupation \*

Business owner

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

Business owner in Roanoke.

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

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

Volunteer at milestone church, city of Roanoke

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

## Planning & Zoning Commission

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 \*

7:00 PM

First (1st) & Third (3rd) Monday 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 \*

Wes Walser

Address \*

Home/Cell Phone \*

Email Address \*

## Eligibility

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

11 years

Are You Registered to Vote in Roanoke? \*

☒ Yes

☐ No

Voter Registration (VUID) Number \*

Occupation \*

Real Estate Broker

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

I've had many dealings with P&Z Commissions throughout my 18 year real estate career.

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

I have commercial real estate experience.

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

I volunteer through my church several times throughout the year.

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: City Manager

SUBJECT: Oak Street Electrical Project

MEETING DATE: July 9, 2024

DEPARTMENT: Public Works

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### ITEM SUMMARY:

Consider approval to award a bid to K. Tillman Construction LLC for electrical improvements on Oak Street, including the installation of electrical receptacles from Crockett Street to Byron Nelson Blvd, for an amount not to exceed \$1,724,400.00.

### INFORMATION:

The approval of the project will include the installation of electrical outlets at each tree well along Oak Street from Crockett Street to Byron Nelson. This will allow for Holiday/Festival lighting, as well as limited use by vendors during special events.

### STAFF RECOMMENDATION:

Staff Recommends Approval

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

The total financial impact is one million seven hundred twenty-four thousand four hundred dollars and zero cents. (\$1,724,400.00)

### ATTACHMENTS:

1. Recommendation of Award\_Oak Street Electrical Receptacles

June 14, 2024

City of Roanoke  
Public Works  
c/o Shawn Wilkinson  
500 S Oak Street  
Roanoke, TX 76262

RE: Recommendation of Award  
Oak Street Electrical Receptacles  
City of Roanoke  
Denton County, Texas

Dear City of Roanoke Public Works:

A Notice to Bidders was advertised for the above referenced project in the Fort Worth Star-Telegram on May 15 and 22, 2024. Plans and specifications were also provided to potential bidders. Two bids were received and opened on June 12, 2024. The base bids are as follows:

| Contractors                 | Bid Total      |
|-----------------------------|----------------|
| Road Solutions, LLC         | \$2,124,514.98 |
| K. Tillman Construction LLC | \$1,724,400.00 |

The bid summary is attached to this letter. Peloton Land Solutions, a Westwood Company ("Westwood") has reviewed the bids, and the contract recommendation for award will be issued to K. Tillman Construction LLC in the amount of \$1,724,400.00 for the Oak Street Electrical Receptacles to serve the City of Roanoke.

If you have any questions, please let me know.

Sincerely,  
PELTON LAND SOLUTIONS, A WESTWOOD COMPANY

Tanya Warbritton, PE

**UNIT PRICE BID**

OAK STREET - ELECTRICAL RECEPTACLES

**Bid Tabulation**

| SECTION I - GENERAL      |                                                               |                 |              |                          |                     |                                   |                     |
|--------------------------|---------------------------------------------------------------|-----------------|--------------|--------------------------|---------------------|-----------------------------------|---------------------|
| Project Item Information |                                                               |                 |              | Road Solution, LLC's Bid |                     | K. Tillman Construction LLC's Bid |                     |
| Bidlist Item No.         | Description                                                   | Unit of Measure | Bid Quantity | Unit Price               | Bid Value           | Unit Price                        | Bid Value           |
| 1                        | Project Sign                                                  | EA              | 1            | \$2,500.00               | \$2,500.00          | \$2,500.00                        | \$2,500.00          |
| 2                        | Mobilization (5% Max Over \$500,000; 10% Max Under \$500,000) | LS              | 1            | \$101,167.38             | \$101,167.38        | \$85,000.00                       | \$85,000.00         |
| 3                        | Site Prep (5% Max Over \$500,000; 10% Max Under \$500,000)    | LS              | 1            | \$100,000.00             | \$100,000.00        | \$55,400.00                       | \$55,400.00         |
| 4                        | Barricades, Signs, and Traffic Handling                       | MO              | 3            | \$18,000.00              | \$54,000.00         | \$15,000.00                       | \$45,000.00         |
| <b>TOTAL GENERAL</b>     |                                                               |                 |              |                          | <b>\$257,667.38</b> |                                   | <b>\$187,900.00</b> |

| SECTION II - EARTHWORK IMPROVEMENTS |                                  |                 |              |                          |                     |                                   |                     |
|-------------------------------------|----------------------------------|-----------------|--------------|--------------------------|---------------------|-----------------------------------|---------------------|
| Project Item Information            |                                  |                 |              | Road Solution, LLC's Bid |                     | K. Tillman Construction LLC's Bid |                     |
| Bidlist Item No.                    | Description                      | Unit of Measure | Bid Quantity | Unit Price               | Bid Value           | Unit Price                        | Bid Value           |
| 1                                   | Exploratory Excavations - (Bore) | EA              | 320          | \$1,500.00               | \$480,000.00        | \$300.00                          | \$96,000.00         |
| 2                                   | SWPPP                            | LS              | 1            | \$5,500.00               | \$5,500.00          | \$4,800.00                        | \$4,800.00          |
| <b>TOTAL EARTHWORK IMPROVEMENTS</b> |                                  |                 |              |                          | <b>\$485,500.00</b> |                                   | <b>\$100,800.00</b> |

| SECTION III - PAVING IMPROVEMENTS |                                               |                 |              |                          |                     |                                   |                     |
|-----------------------------------|-----------------------------------------------|-----------------|--------------|--------------------------|---------------------|-----------------------------------|---------------------|
| Project Item Information          |                                               |                 |              | Road Solution, LLC's Bid |                     | K. Tillman Construction LLC's Bid |                     |
| Bidlist Item No.                  | Description                                   | Unit of Measure | Bid Quantity | Unit Price               | Bid Value           | Unit Price                        | Bid Value           |
| 1                                 | Concrete Demolition                           | SY              | 1,411        | \$115.00                 | \$162,265.00        | \$75.00                           | \$105,825.00        |
| 2                                 | Sidewalk Replacement (5")                     | SY              | 1,233        | \$220.00                 | \$271,260.00        | \$105.00                          | \$129,465.00        |
| 3                                 | Colored and Stamped Sidewalk Replacement (5") | SY              | 178          | \$410.00                 | \$72,980.00         | \$325.00                          | \$57,850.00         |
| <b>TOTAL PAVING IMPROVEMENTS</b>  |                                               |                 |              |                          | <b>\$506,505.00</b> |                                   | <b>\$293,140.00</b> |

| SECTION IV - ELECTRICAL IMPROVEMENTS |                                       |                 |              |                          |                     |                                   |                       |
|--------------------------------------|---------------------------------------|-----------------|--------------|--------------------------|---------------------|-----------------------------------|-----------------------|
| Project Item Information             |                                       |                 |              | Road Solution, LLC's Bid |                     | K. Tillman Construction LLC's Bid |                       |
| Bidlist Item No.                     | Description                           | Unit of Measure | Bid Quantity | Unit Price               | Bid Value           | Unit Price                        | Bid Value             |
| 1                                    | Demolish Existing Service Pedestal    | EA              | 3            | \$900.00                 | \$2,700.00          | \$2,500.00                        | \$7,500.00            |
| 2                                    | 200A Metered Service Pedestal         | EA              | 5            | \$10,380.00              | \$51,900.00         | \$7,000.00                        | \$35,000.00           |
| 3                                    | Ground Boxes (Traffic Rated) W/ Apron | EA              | 94           | \$1,520.00               | \$142,880.00        | \$1,700.00                        | \$159,800.00          |
| 4                                    | In-Grade Receptacle Box               | EA              | 168          | \$550.00                 | \$92,400.00         | \$750.00                          | \$126,000.00          |
| 5                                    | GFCI Pedestal Assembly                | EA              | 38           | \$5,890.00               | \$223,820.00        | \$1,020.00                        | \$38,760.00           |
| 6                                    | 3" Schedule 80 PVC - Bore             | LF              | 1,930        | \$39.58                  | \$76,389.40         | \$28.00                           | \$54,040.00           |
| 7                                    | 3" Schedule 80 PVC - Trench           | LF              | 2,455        | \$12.55                  | \$30,810.25         | \$33.00                           | \$81,015.00           |
| 8                                    | 2" Schedule 80 PVC - Bore             | LF              | 685          | \$30.00                  | \$20,550.00         | \$27.00                           | \$18,495.00           |
| 9                                    | 2" Schedule 80 PVC - Trench           | LF              | 1,230        | \$10.48                  | \$12,890.40         | \$32.00                           | \$39,360.00           |
| 10                                   | 1-1/4" Schedule 80 PVC - Trench       | LF              | 3,385        | \$8.36                   | \$28,298.60         | \$31.95                           | \$108,150.75          |
| 11                                   | #4 XHHW                               | LF              | 34,270       | \$3.50                   | \$119,945.00        | \$8.00                            | \$274,160.00          |
| 12                                   | #6 XHHW                               | LF              | 12,945       | \$2.09                   | \$27,055.05         | \$7.00                            | \$90,615.00           |
| 13                                   | #10 XHHW                              | LF              | 10,655       | \$1.38                   | \$14,703.90         | \$6.00                            | \$63,930.00           |
| 14                                   | Arc Flash Calculations                | LS              | 1            | \$25,000.00              | \$25,000.00         | \$16,000.00                       | \$16,000.00           |
| 15                                   | Reconnection of Existing Electrical   | LS              | 1            | \$5,500.00               | \$5,500.00          | \$29,734.25                       | \$29,734.25           |
| <b>TOTAL ELECTRICAL IMPROVEMENTS</b> |                                       |                 |              |                          | <b>\$874,842.60</b> |                                   | <b>\$1,142,560.00</b> |

|                                      | Road Solution, LLC's Bid | K. Tillman Construction LLC's Bid |
|--------------------------------------|--------------------------|-----------------------------------|
| SECTION I - GENERAL                  | \$257,667.38             | \$187,900.00                      |
| SECTION II - EARTHWORK IMPROVEMENTS  | \$485,500.00             | \$100,800.00                      |
| SECTION III - PAVING IMPROVEMENTS    | \$506,505.00             | \$293,140.00                      |
| SECTION IV - ELECTRICAL IMPROVEMENTS | \$874,842.60             | \$1,142,560.00                    |
| <b>TOTAL CONSTRUCTION BID</b>        | <b>\$2,124,514.98</b>    | <b>\$1,724,400.00</b>             |



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2024-107 - Atmos Franchise Renewal

MEETING DATE: July 9, 2024

DEPARTMENT: Assistant City Manager

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### **ITEM SUMMARY:**

Consideration and action on approval of Ordinance No. 2024-107 granting to Atmos Energy Corporation, a franchise to construct, maintain, and operate pipelines and equipment in the City of Roanoke, Denton and Tarrant Counties, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes.

### **INFORMATION:**

### **STAFF RECOMMENDATION:**

### **SPECIAL CONSIDERATION:**

### **FINANCIAL CONSIDERATION:**

### **ATTACHMENTS:**

1. ORD NO 2024-107 - Gas Franchise Agreement - 2025

ORDINANCE NO: 2024-107

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF ROANOKE, DENTON AND TARRANT COUNTIES, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.**

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

SECTION 1. GRANT OF AUTHORITY: The City of Roanoke, Texas, hereinafter called “City,” hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places (“Public Rights-of-Way”), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the “System”) to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2044.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be

resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- B. If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. In the event that the City does not provide sufficient

written notice to Atmos Energy as set forth in this paragraph, the City shall be responsible for fifty percent (50%) of the cost of the removal or relocation of Atmos Energy's facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs.
- D. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 3. INDEMNITY & INSURANCE: In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless City from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including, without limitation, the City's negligent or intentional acts or

omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1<sup>st</sup> day of May 2025, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1<sup>st</sup> day of May 2044, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar year.
- B. "Gross Revenues" shall mean:
  - (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
  - (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
  - (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
  - (4) "Gross Revenues" shall also include the following "miscellaneous charges": charges to

connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.

(5) “Gross Revenues” shall not include:

- (a) revenues billed but not ultimately collected or received by Atmos Energy;
- (b) contributions in aid of construction;
- (c) the revenue of any affiliate or subsidiary of Atmos Energy;
- (d) sales tax and franchise fees paid to the City;
- (e) interest or investment income earned by Atmos Energy; and
- (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

C. The initial payment for the rights and privileges herein provided shall be for the privilege period beginning January 1, 2025 through December 31, 2025, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy’s agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy’s obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another

municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-

- of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.
- G. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. EFFECTIVE DATE: If Atmos Energy accepts this ordinance, it becomes effective as of January 1, 2025.

PASSED AND APPROVED on this the 9<sup>th</sup> day of July, 2024.

ATTEST:

\_\_\_\_\_  
April S. Hill, City Secretary

\_\_\_\_\_  
Carl E. Gierisch, Mayor  
City of Roanoke, Texas

STATE OF TEXAS                   §  
COUNTY OF DENTON           §  
CITY OF ROANOKE               §

I, April S. Hill, City Secretary of the City of Roanoke, Denton and Tarrant Counties, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Roanoke, Texas, on the 9<sup>th</sup> day of July, 2024.

WITNESS MY HAND AND SEAL OF SAID CITY, this the 9<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
April S. Hill, City Secretary  
City of Roanoke, Texas



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2024-108 - Sinking Fund City Manager's Employment Agreement

MEETING DATE: July 9, 2024

DEPARTMENT: City Manager

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### ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2024-108, establishing a sinking fund for the funding of the City Manager's Employment Agreement.

### INFORMATION:

This is the required ordinance establishing a sinking fund related to the City Manager's employment contract.

### STAFF RECOMMENDATION:

Recommend approval as presented

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

The sinking fund is a requirement for an employment contract that includes a stated severance component.

### ATTACHMENTS:

1. ORD NO 2024-108 - Interest and Sinking Fund (C. Petree's Second Amended Employment Agreement)

**CITY OF ROANOKE, TEXAS**

**ORDINANCE NO. 2024-108**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ESTABLISHING A SINKING FUND FOR THE FUNDING OF THE CITY MANAGER'S SECOND AMENDED EMPLOYMENT AGREEMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SUCH OBLIGATION; PLEDGING SUCH FOR THE PAYMENT OF SAID AMOUNT; CONTAINING OTHER INCIDENTAL AND RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Roanoke, Texas (hereinafter referred to as the “City”), desires to retain the services of Cody Petree (hereinafter referred to as “Mr. Petree”) as City Manager for the City, subject to the provisions of state law and the City’s Code of Ordinances; and

**WHEREAS**, it also is the desire of the City Council to provide certain benefits and to establish certain conditions of employment for Mr. Petree; and

**WHEREAS**, on or about July 9, 2024, the City approved a Second Amended Employment Agreement with Mr. Petree relative to his services as City Manager; and

**WHEREAS**, the term of that Second Amended Employment Agreement extends beyond the current (2023-2024) fiscal year, and terminates during the 2028-2029 fiscal year on September 30, 2029; and

**WHEREAS**, Mr. Petree and the City acknowledge that, pursuant to the provisions contained in Article XI, Sections 5 and 7 of the Texas Constitution, the City may not enter into unfunded debt, *i.e.*, debt beyond the current fiscal year, for any purpose without creating a sinking fund of at least two percent (2%) of the amount of such debt for the payment of said debt; and

**WHEREAS**, Mr. Petree and the City further acknowledge at the time long-term debt is created, the City must provide for the assessment and collection on an annual basis of a sufficient sum of money for payments accruing during any subsequent budget year.

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

**SECTION 1**

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

## **SECTION 2**

From and after the effective date of this Ordinance, the City's Chief Financial Officer is hereby directed to create and maintain, through **September 30, 2029**, unless said Second Amended Employment Agreement is terminated pursuant to its terms before such date, a Sinking Fund for the payment of the debt created by such Second Amended Employment Agreement. The Sinking Fund shall consist of two percent (2%) of the gross base salary due and owing Mr. Petree through **September 30, 2029**, as reflected in Section 4 of the Second Amended Employment Agreement.

## **SECTION 3**

The proceeds placed into the Sinking Fund, for the current fiscal year (2023-2024) and succeeding fiscal years shall be from the City's ad valorem tax and there shall be annually assessed and collected in due time, form and manner, a direct and continuing ad valorem tax on all taxable property within the corporate limits of the City at a rate from year to year, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property as will be sufficient to provide funds to satisfy any obligations under the Second Amended Employment Agreement during any budget year.

## **SECTION 4**

The City's Chief Financial Officer shall keep and maintain all records relating to the Sinking Fund and all such other related documentation and accounts, and is hereby authorized and instructed to maintain all funds necessary in the Sinking Fund to prevent the creation, at any time, of an unconstitutional debt in the terms, conditions, or administration of the Second Amended Employment Agreement.

## **SECTION 5**

All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Roanoke, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

## **SECTION 6**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, and further declares that such remaining portions shall remain in full force and effect.

## **SECTION 7**

This Ordinance shall take effect and be in full force from and after its passage, as provided by state statute and the Code of Ordinances of the City of Roanoke, Texas.

**PASSED, APPROVED AND ADOPTED THIS THE 9<sup>th</sup> DAY OF JULY, 2024.**

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Carl E. Gierisch, Jr., Mayor

**ATTEST:**

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April S. Hill, City Secretary

**APPROVED AS TO FORM:**

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Jeff Moore, City Attorney