

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

**OCTOBER 22, 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. Dr. Mark Foust, Superintendent of Schools, will give an update on Northwest ISD.

E. PROCLAMATION

1. Mayor Gierisch will read a proclamation celebrating Runyon's Furniture 30th Anniversary.

F. CONSENT AGENDA



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

**October 22, 2024
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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 October 8, 2024.
2. Consider approval of the contract renewal with Axon Enterprise, Inc. for upgraded software and services.
3. Consider approval of a proposed Pro Rata Agreement between the City of Roanoke and Roanoke Neighborhood Shops On 377 By Slate, LLC for Natural Gas Service.
4. Consider approval, authorizing the City Manager/Administration to enter into negotiations with Gallagher Construction Company to serve as the Construction Manager Agent for potential construction projects.

G. NEW BUSINESS

1. Consideration and action to appoint four (4) members to the Crime Control and Prevention District board for a term ending September 2026.
2. Consideration and action to appoint one (1) member to the Parks and Recreation board for a term ending October 2026.
3. Consideration and action on approval of a façade grant application from Joey and Jacob Hawkins of Hawk 3 Construction located at 613 N Walnut St, Roanoke, TX.
4. Consideration and action on approval of a façade grant application for Ryan Buck of Aromas on Oak located at 400 S Oak St, Ste 140, Roanoke, TX.
5. Consideration and action on approval of a façade grant application from Sage Sakiri of Chef's Kitchen located at 400 N Oak St, Roanoke, TX.
6. Consideration and action on approval of a façade grant application from Kamish Yousuf of Roanoke Convenience LLC dba Williams Drive In located at 704 E Byron Nelson Blvd, Roanoke, TX.



AGENDA FOR THE MEETING
OF THE ROANOKE CITY COUNCIL

October 22, 2024
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The City Council reserves the right to adjourn into Executive Session during the course of this meeting to discuss any item on the posted agenda as authorized by Chapter 551 of the Texas Government Code.

H. **ADJOURNMENT**

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, October 17, 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



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: NWISD District Updates

MEETING DATE: October 22, 2024

DEPARTMENT: Administration

ITEM SUMMARY:

Dr. Mark Foust, Superintendent of Schools, will give an update on Northwest ISD.

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

1. Roanoke City Council - NISD Update 10.22.24



Roanoke City Council **Northwest ISD Update**

Dr. Mark Foust, Superintendent of Schools – October 22, 2024

Thank
you for
serving!



NORTHWEST ISD

Our Story of Excellence

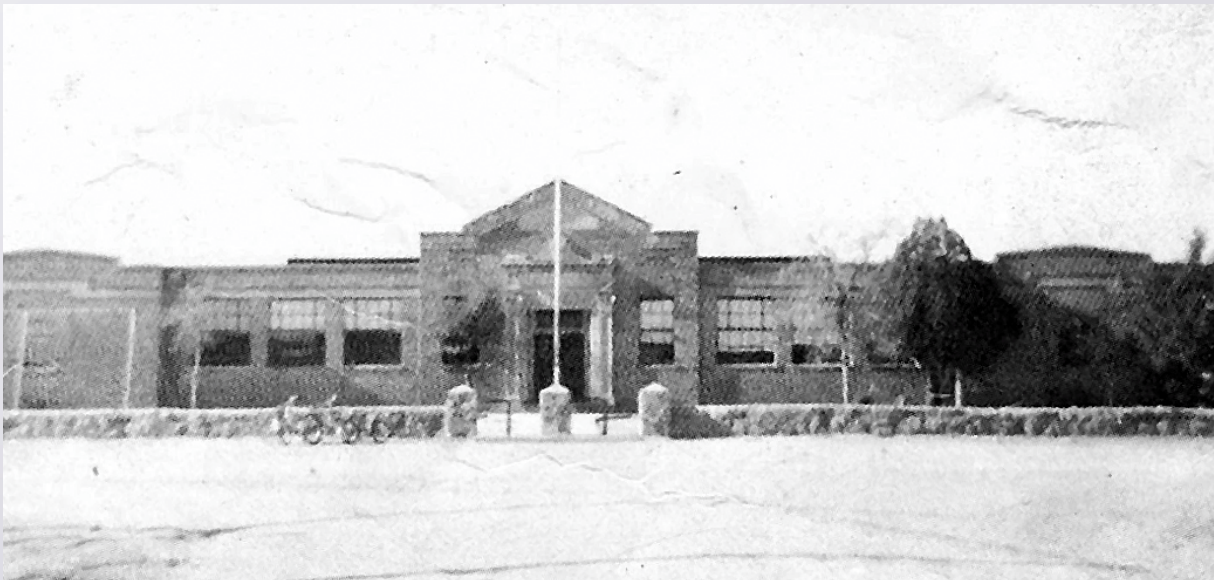
1949



Haslet Public School



Justin Public School



Rhome Public School



Roanoke Public School



75 YEARS OF EXCELLENCE



Overview of Northwest ISD



NISD Board Of Trustees



Steve Sprowls,
President
Place 5



Jennifer Murphy,
Vice President
Place 7



DeAnne Hatfield,
Secretary
Place 1



Judy Copp,
Place 4



Anne Davis-Simpson, Ph.D.,
Place 3



Lillian Rauch, Ph.D.,
Place 6



Mark Schluter,
Place 2

STRATEGIC GOALS 2023-2028



Our Core Beliefs

- 1 Kids come first.
- 2 Continuous learning is essential to prepare for college and career opportunities.
- 3 Each student's success is the shared responsibility of students, families, schools, and communities.
- 4 Learning is influenced by environment.

Our Vision

Northwest ISD empowers learners and leaders to positively impact the world.

Our Mission

Northwest ISD, in collaboration with students, families, communities, and global partners, will engage in a culture of learning that prepares all students to confidently navigate their future.

Strategic Goals

Strategic Goal 1

Northwest ISD will provide personalized learning experiences and cultivate the growth and achievement of every student.

NISD PRIORITIES:

Literacy

- 1.1 Our students will annually increase literacy proficiency to reach or exceed grade-level standards.

Academic Progress

- 1.2 Our students will achieve individualized academic goals to reach a year's growth or more in all content areas.

College, Career, Military & Life Readiness

- 1.3 Our students will graduate life ready and prepared for success in career, college, or military service.

Strategic Goal 2

Northwest ISD will recruit, value, and retain highly effective staff prepared to meet the individual needs of our students and learning community.

NISD PRIORITIES:

Recruit

- 2.1 Northwest ISD will have an unwavering commitment to attract and welcome high-quality staff.

Value

- 2.2 Northwest ISD will invest in all staff through a culture of support, development, and empowerment to make a positive impact on the learning community.

Retain

- 2.3 Northwest ISD will retain highly effective staff through meaningful relationships, ongoing support, and professional growth opportunities.

Strategic Goal 3

Northwest ISD will foster a safe environment and a culture of engagement that values the voices of all students, staff, families, and community members.

NISD PRIORITIES:

Engagement

- 3.1 Northwest ISD will foster an environment of engagement with every member of our community through collaborative dialogue and partnership opportunities.

Culture

- 3.2 Northwest ISD will model and instill a culture of belonging where all students, staff, families, and community voices are heard and valued.

Safety

- 3.3 Northwest ISD will continuously improve, maintain and communicate systems of support to strengthen the physical and emotional well-being of our students, staff, and community.

KIDS COME FIRST.





STRATEGIC GOALS



Our Core Beliefs

- 1 Kids come first.
- 2 Continuous learning is essential to prepare for college and career opportunities.
- 3 Each student's success is the shared responsibility of students, families, schools, and communities.
- 4 Learning is influenced by environment.

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Strategic Goals

Strategic Goal 1	Strategic Goal 2	Strategic Goal 3
Northwest ISD will provide personalized learning experiences and cultivate the growth and achievement of every student. NISD PRIORITIES: Usage 1.1 Our students will annually increase literacy proficiency to reach or exceed grade-level standards. Academic Progress 1.2 Our students will achieve individualized academic goals to reach a year's growth or more in all content areas. College, Career, Military & Life Readiness 1.3 Our students will graduate life ready and prepared for success in career, college, or military service.	Northwest ISD will recruit, value, and retain highly effective staff prepared to meet the individual needs of all students and learning community. NISD PRIORITIES: Recruit 2.1 Northwest ISD will have an unwavering commitment to attract and welcome high-quality staff. Value 2.2 Northwest ISD will invest in all staff through a culture of support, development, and empowerment to make a positive impact on the learning community. Retain 2.3 Northwest ISD will retain highly effective staff through meaningful relationships, ongoing support, and professional growth opportunities.	Northwest ISD will foster a safe environment and a culture of engagement that values the voices of all students, staff, families, and community members. NISD PRIORITIES: Engagement 3.1 Northwest ISD will foster an environment of engagement with every member of our community through collaborative dialogue and partnership opportunities. Culture 3.2 Northwest ISD will model and instill a culture of belonging where all students, staff, families, and community voices are heard and valued. Safety 3.3 Northwest ISD will continuously improve, maintain and communicate systems of support to strengthen the physical and emotional well-being of our students, staff, and community.

STRATEGIC GOAL 1

Northwest ISD will provide **personalized learning experiences** and cultivate the **growth** and achievement of every student.

NISD PRIORITIES:

Literacy

1.1 Our students will annually increase literacy proficiency to reach or exceed grade-level standards.

Academic Progress

1.2 Our students will achieve individualized academic goals to reach a year's growth or more in all content areas.

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1.3 Our students will graduate life ready and prepared for success in career, college, or military service.

STRATEGIC GOAL 2

Northwest ISD will **recruit, value, and retain** highly effective staff prepared to meet the individual needs of our students and learning community.

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2.1 Northwest ISD will have an unwavering commitment to attract and welcome high-quality staff.

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STRATEGIC GOAL 3

Northwest ISD will foster a **safe environment** and a **culture of engagement** that values the voices of all students, staff, families, and community members.

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Culture

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Safety

3.3 Northwest ISD will continuously improve, maintain and communicate systems of support to strengthen the physical and emotional well-being of our students, staff, and community.

About Northwest ISD

- Encompasses **234 square miles**
- Fastest-growing district in the region, a top 10 fastest-growing district in Texas
- **35 campuses** (23 elementary schools, 7 middle schools, 3 comprehensive high schools, 1 early college high school, and special programs center)
- **14+ towns and cities** across **three counties** (Denton, Tarrant, Wise)
- About **33% built out**, with growth expected to **last for decades**



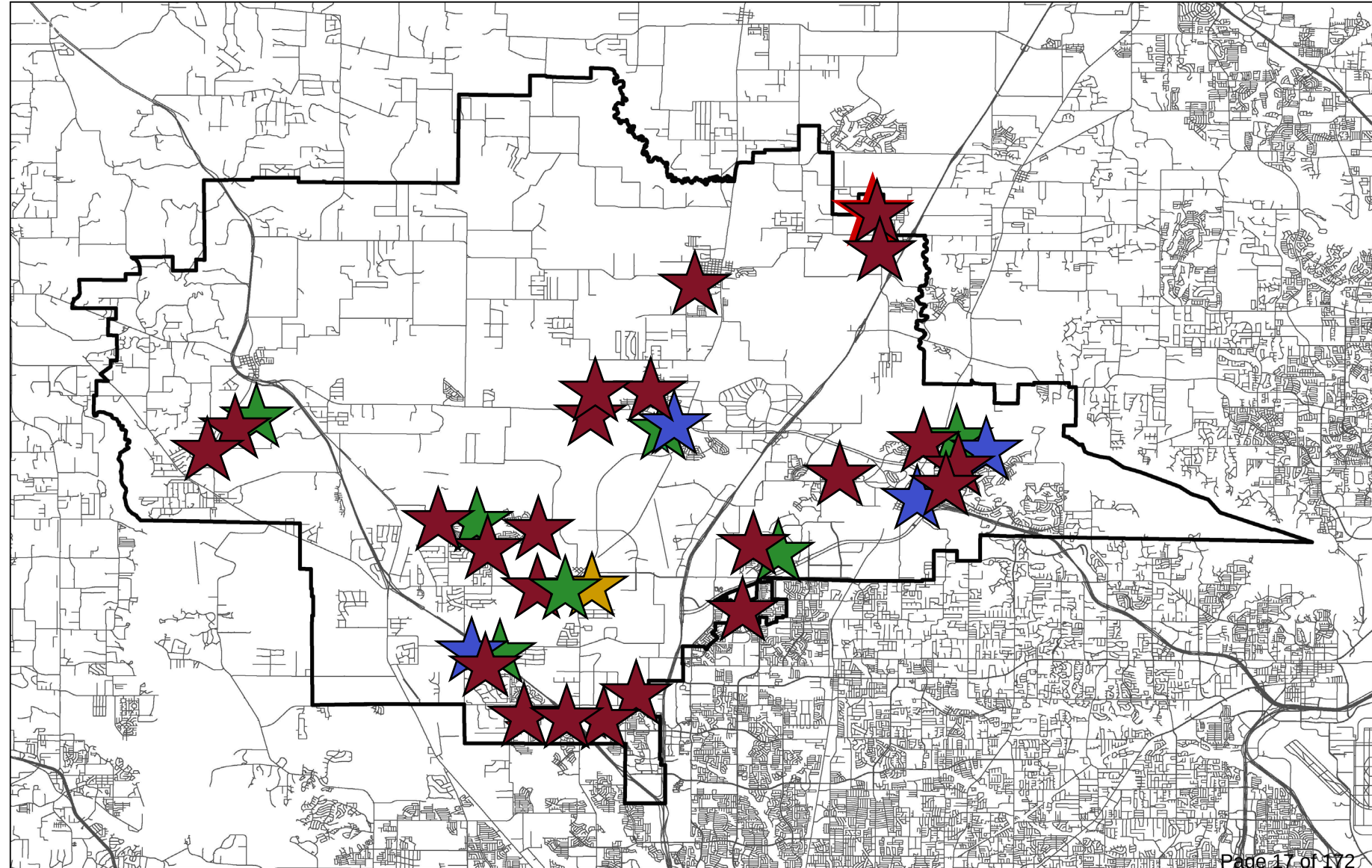
Current and Future NISD Schools

Current Schools

- ★ 23 Elementary Schools
- ★ 7 Middle Schools
- ★ 4 High Schools
- ★ Legacy Learning Center/
Special Programs Center

25-27 Future Schools

- 5 Elementary Schools
- 1 Middle School
- 1 High School
- 4 Early Childhood Centers



NISD Ranked Fastest-Growing District in North Texas

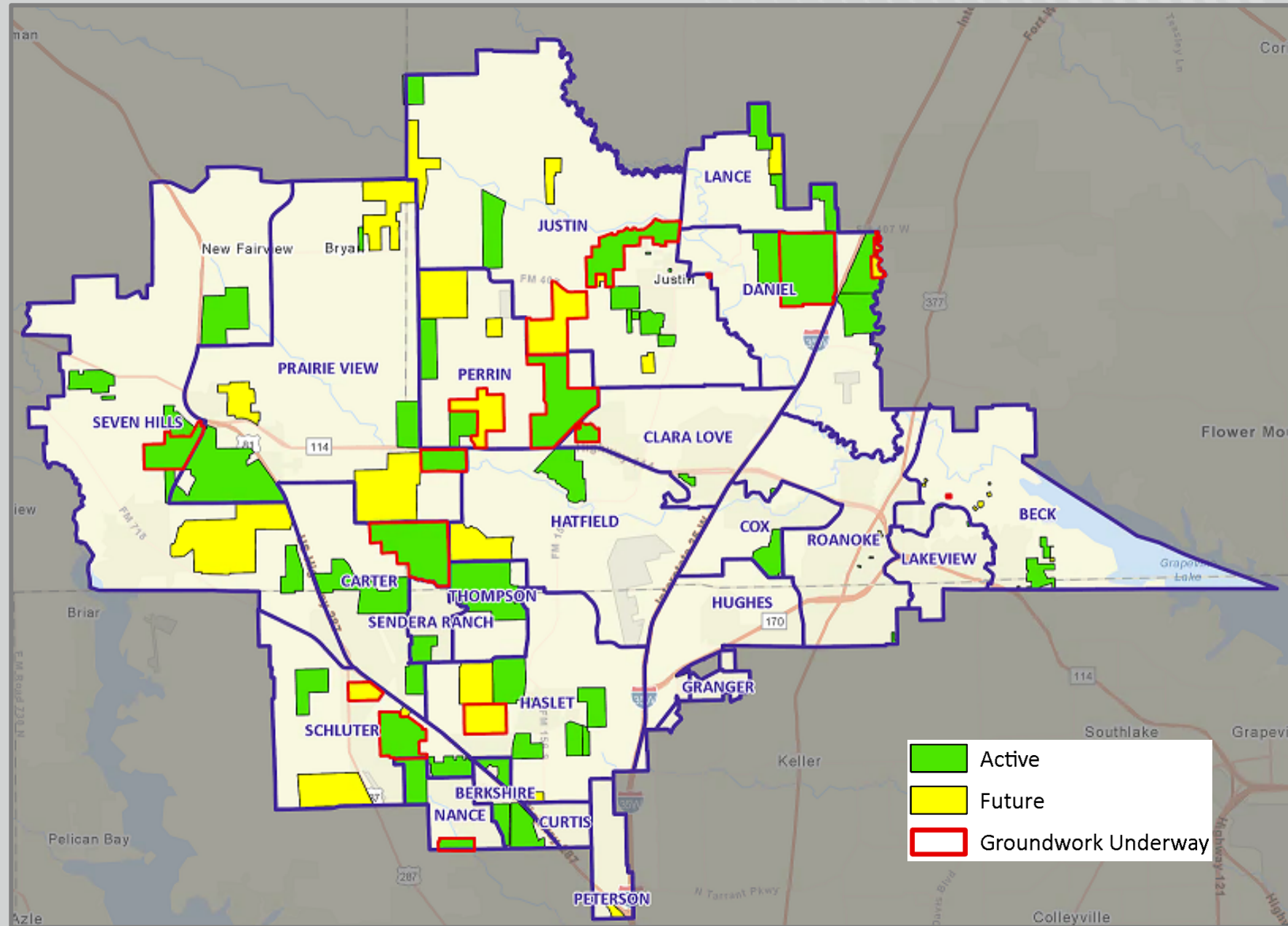


Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Futures
1	NORTHWEST ISD	3,006	3,067	1,530	4,028	38,537
2	PROSPER ISD	2,734	3,124	1,598	2,391	17,294
3	DENTON ISD	2,576	2, 766	1,380	3,136	26,965
4	PRINCETON ISD	2,784	2,668	1,345	3,406	11,487
5	EAGLE MT-SAGINAW ISD	1,925	2,120	892	1,906	10,984

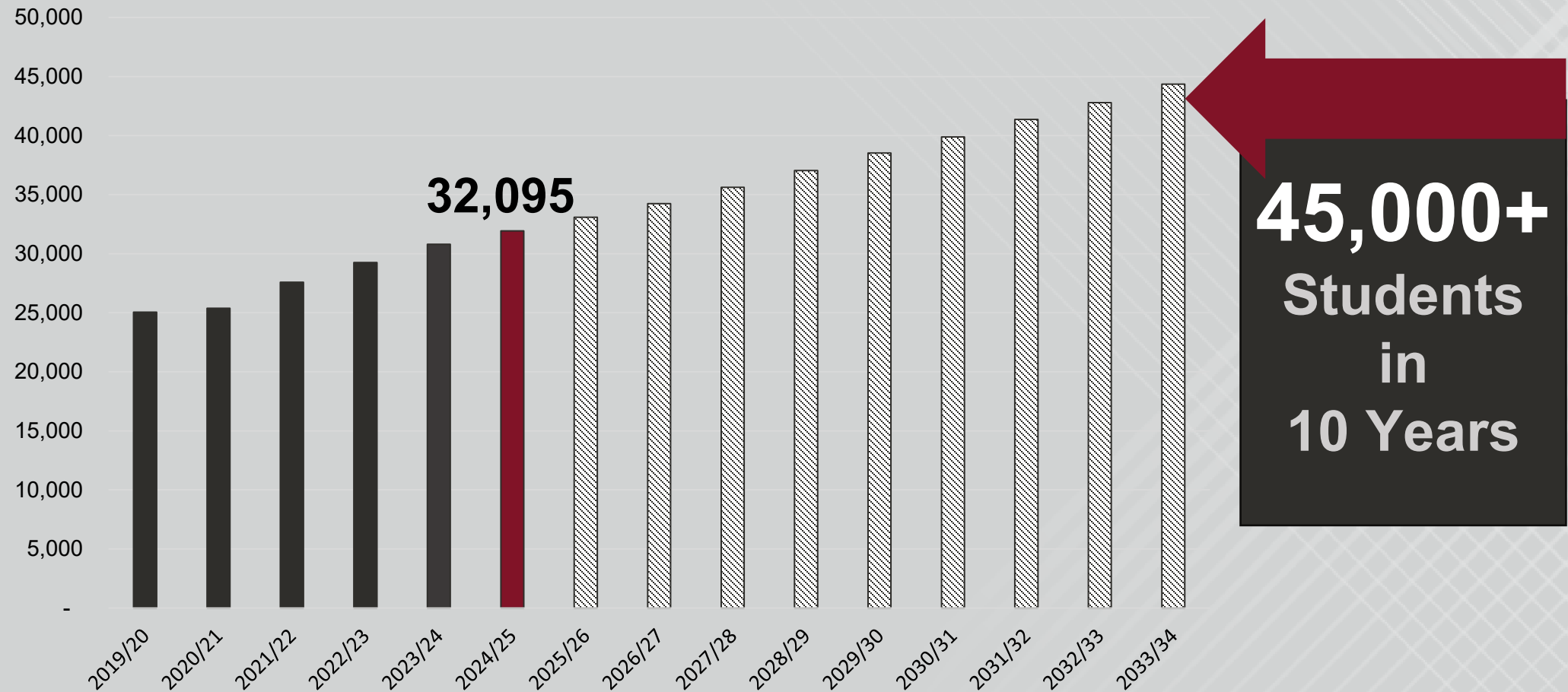
D-FW New Home Ranking Report
ISD Ranked by Annual Closings – 2Q24

District Housing Overview

- The District has **63** actively building subdivisions
- Within NISD there are **36 future** subdivisions in various stages of planning
- Of these, groundwork is underway on roughly **5,500 lots within 16 subdivisions**
- **1,230 lots** were delivered in the 2nd quarter



NISD Enrollment Forecast



Roanoke Overview



School Improvements

Cox Elementary School

- Carpet Replacement (Completed 2024)
- Pre-K Addition (Completed 2023)
- Playground (Completed 2023)

Roanoke Elementary School

- Pre-K Addition (Completed 2023)
- Playground (Completed 2023)
- Carpet Replacement (Completed 2023)

School Improvements

Medlin Middle School

- Furniture Replacement (Completed 2024)
- Medlin Tennis Courts (Completed 2023)
- Carpet & LTV Replacement (Completed 2022)
- Fine Arts Addition & Renovations (Completed 2022)

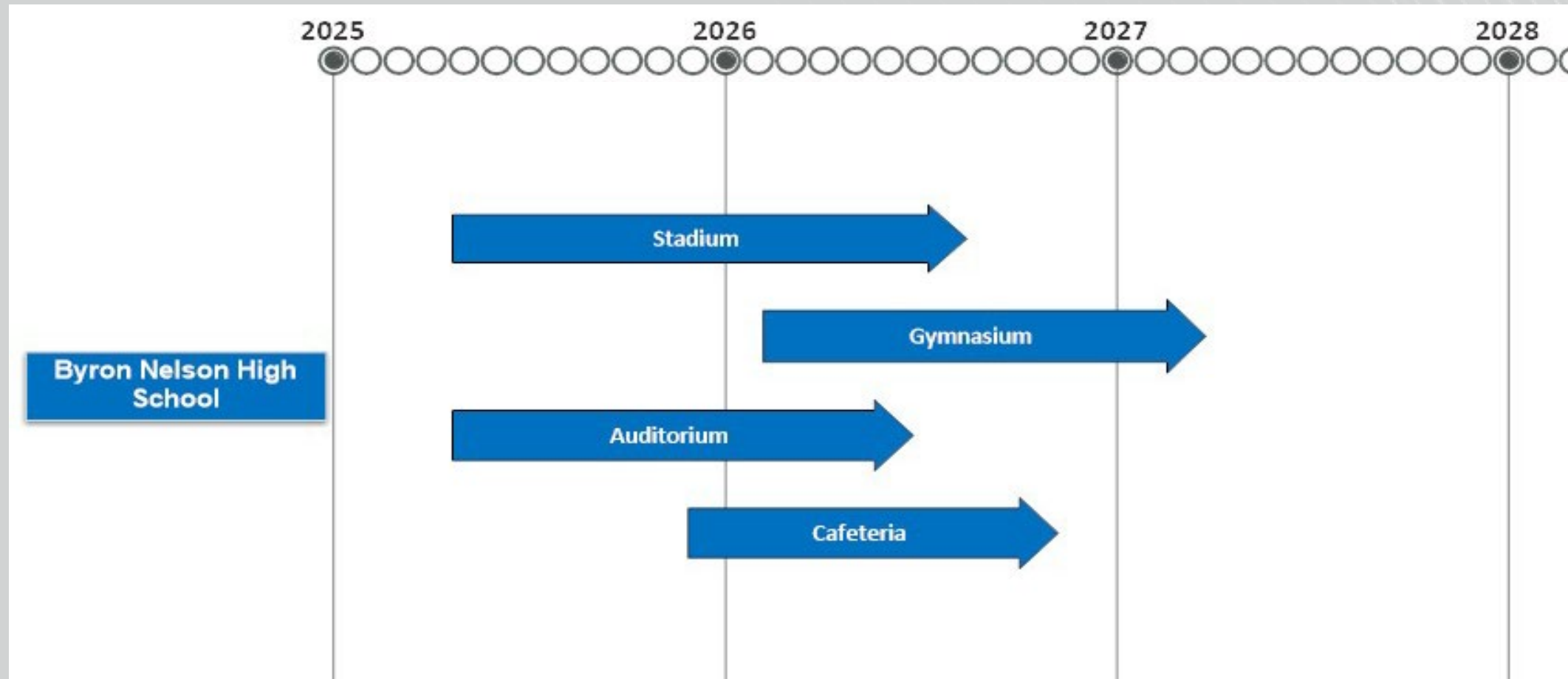


Steele Early College High School

- Renovations scheduled for completion 2026



Byron Nelson High School Project Schedule

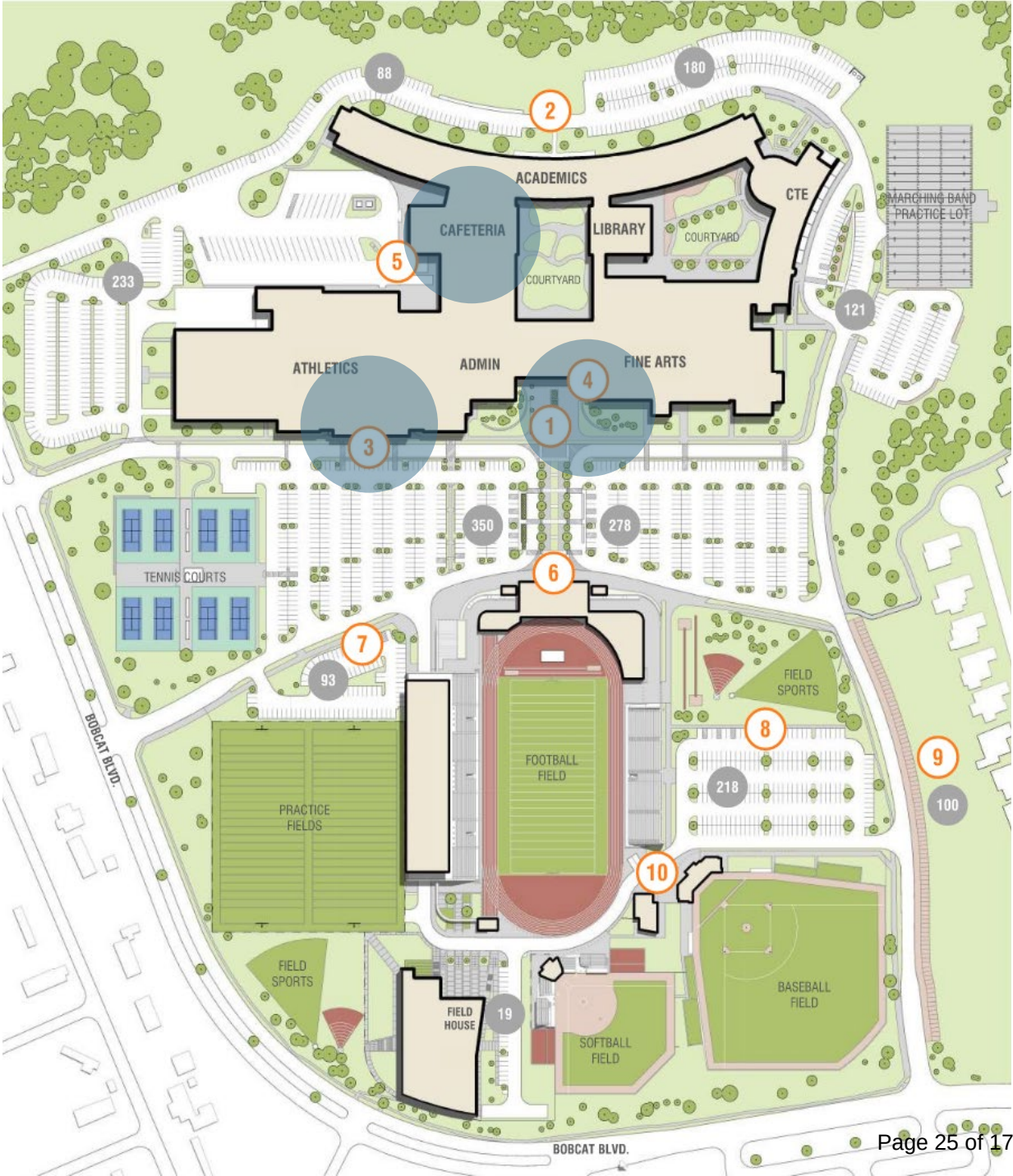


Byron Nelson High School

Cafeteria Expansion

Arena Expansion

Auditorium Expansion

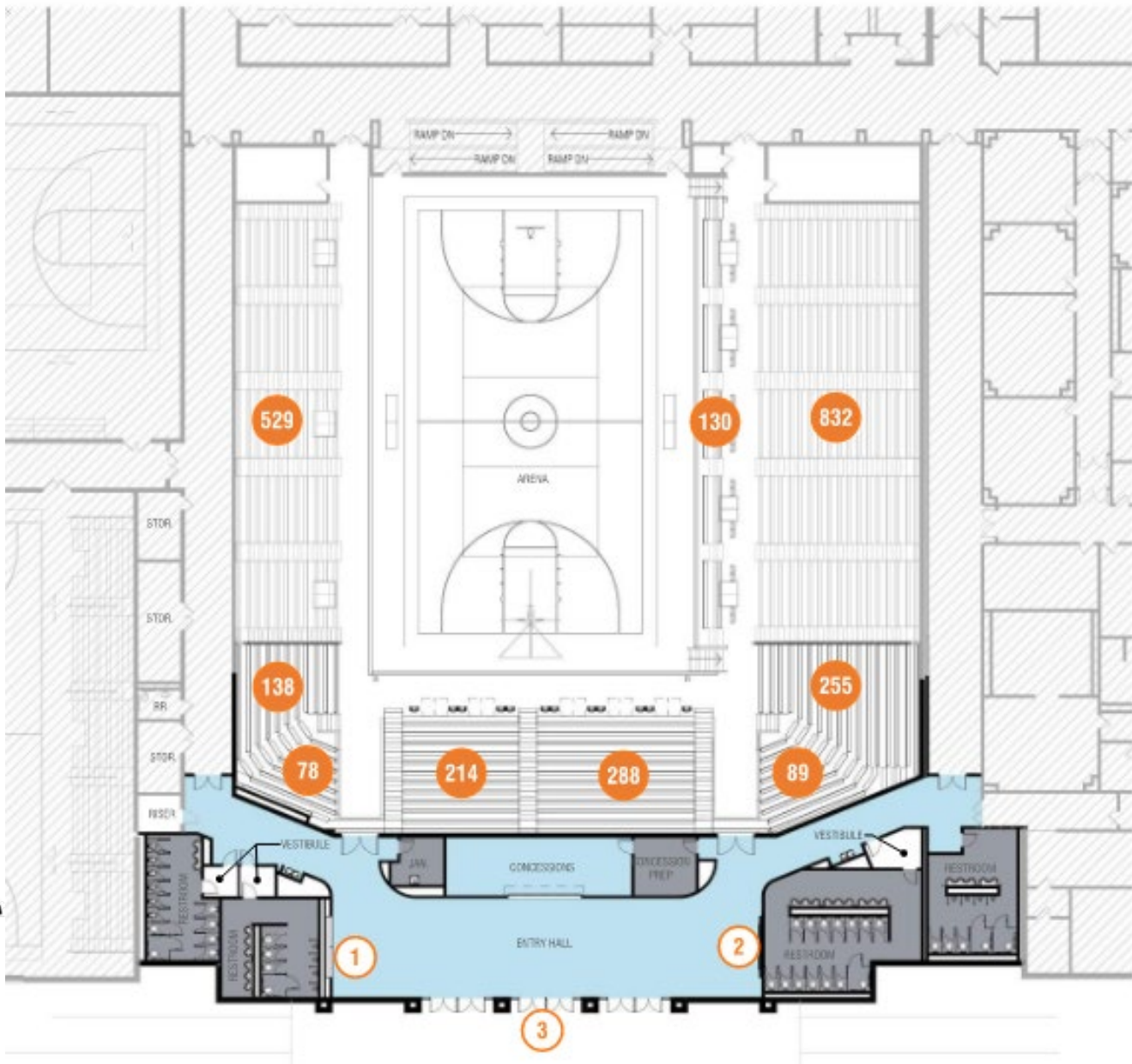
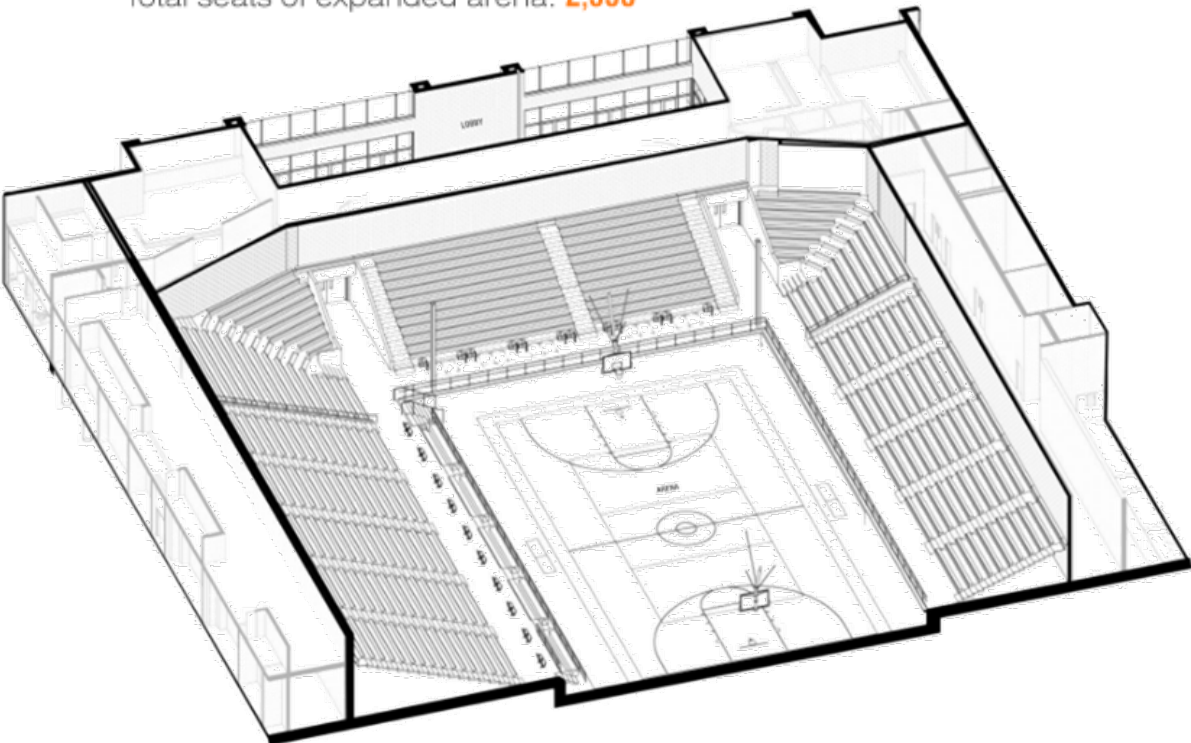


Byron Nelson High School

Arena Floor Plan

- ① Recessed trophy case.
- ② Digital Wall of Fame display
- ③ Ticket table

Seats added: **1,062**
Total seats of expanded arena: **2,553**



Byron Nelson High School



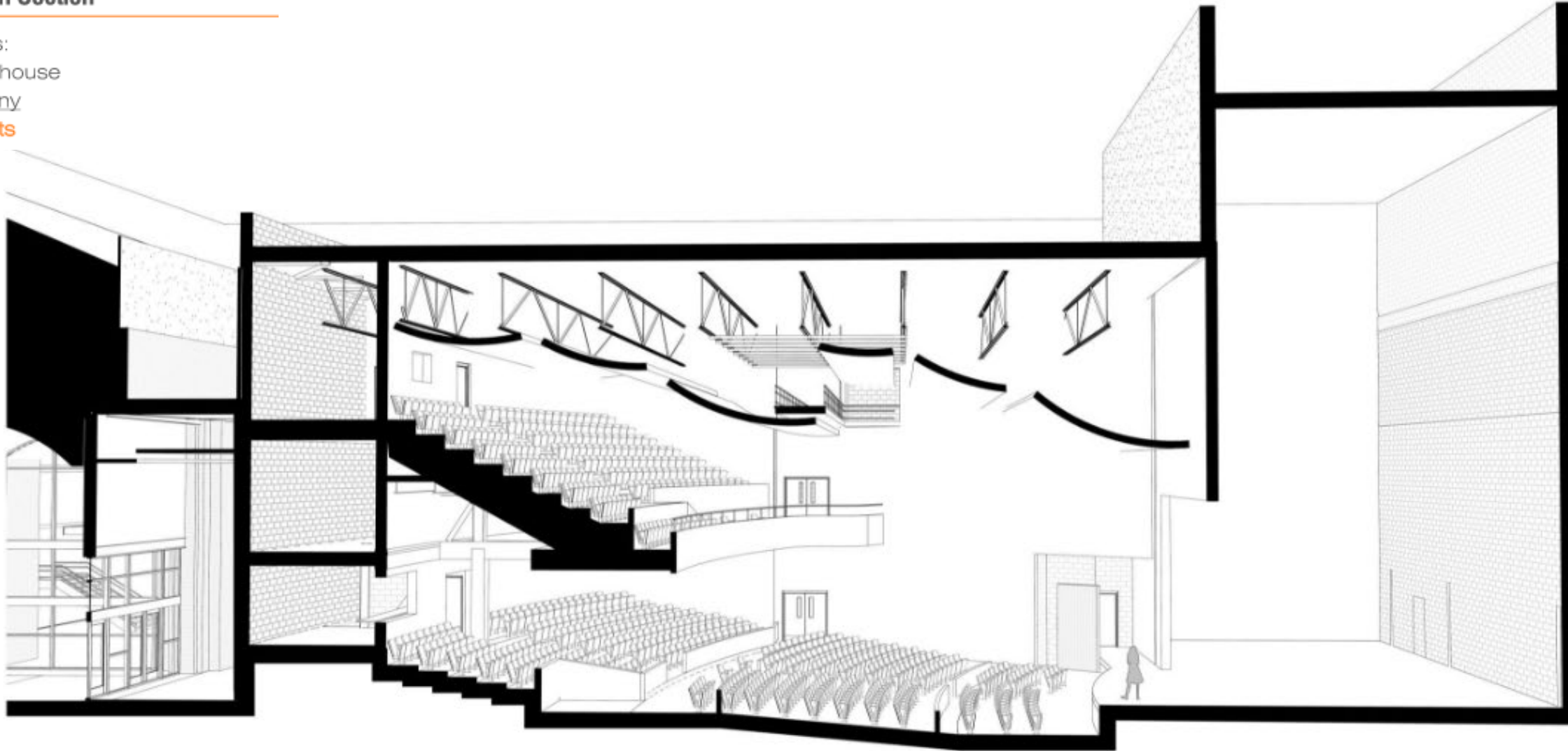
Byron Nelson High School



Byron Nelson High School – Auditorium Expansion

Auditorium Section

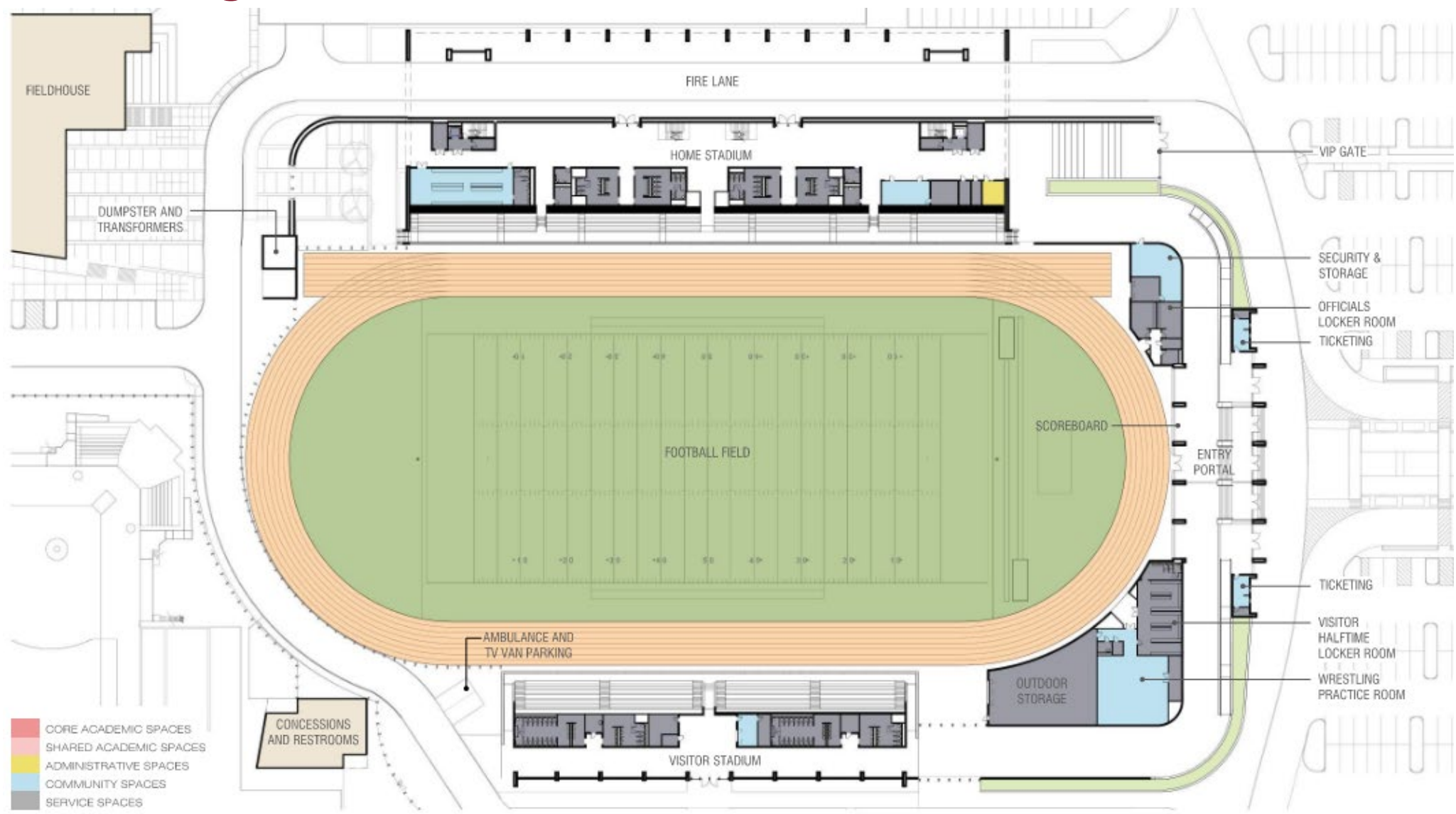
Total seats:
772 main house
420 balcony
1,192 seats



Byron Nelson High School – Auditorium Expansion

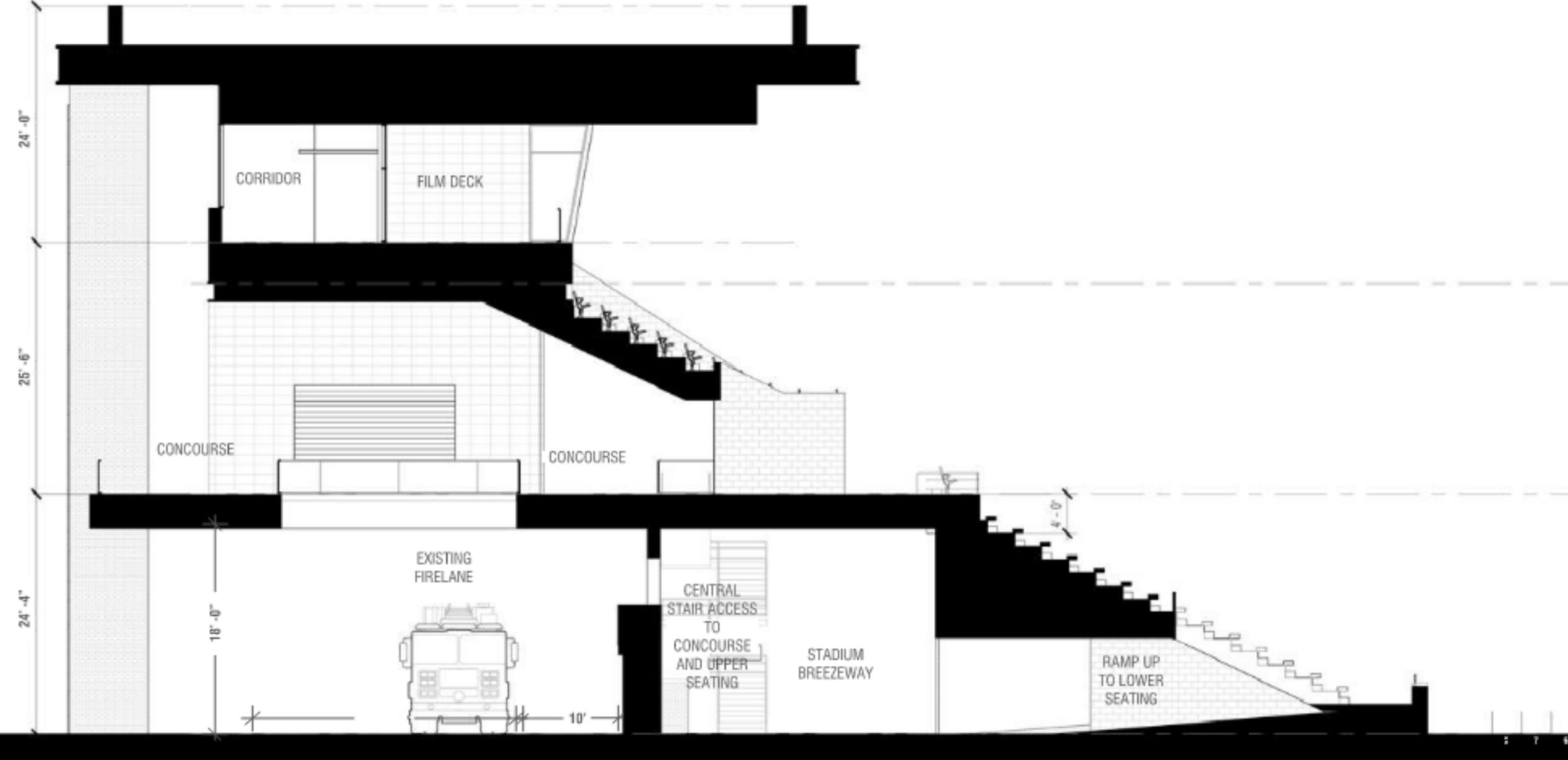


Byron Nelson High School Stadium



overall ground level plan

Byron Nelson High School Stadium





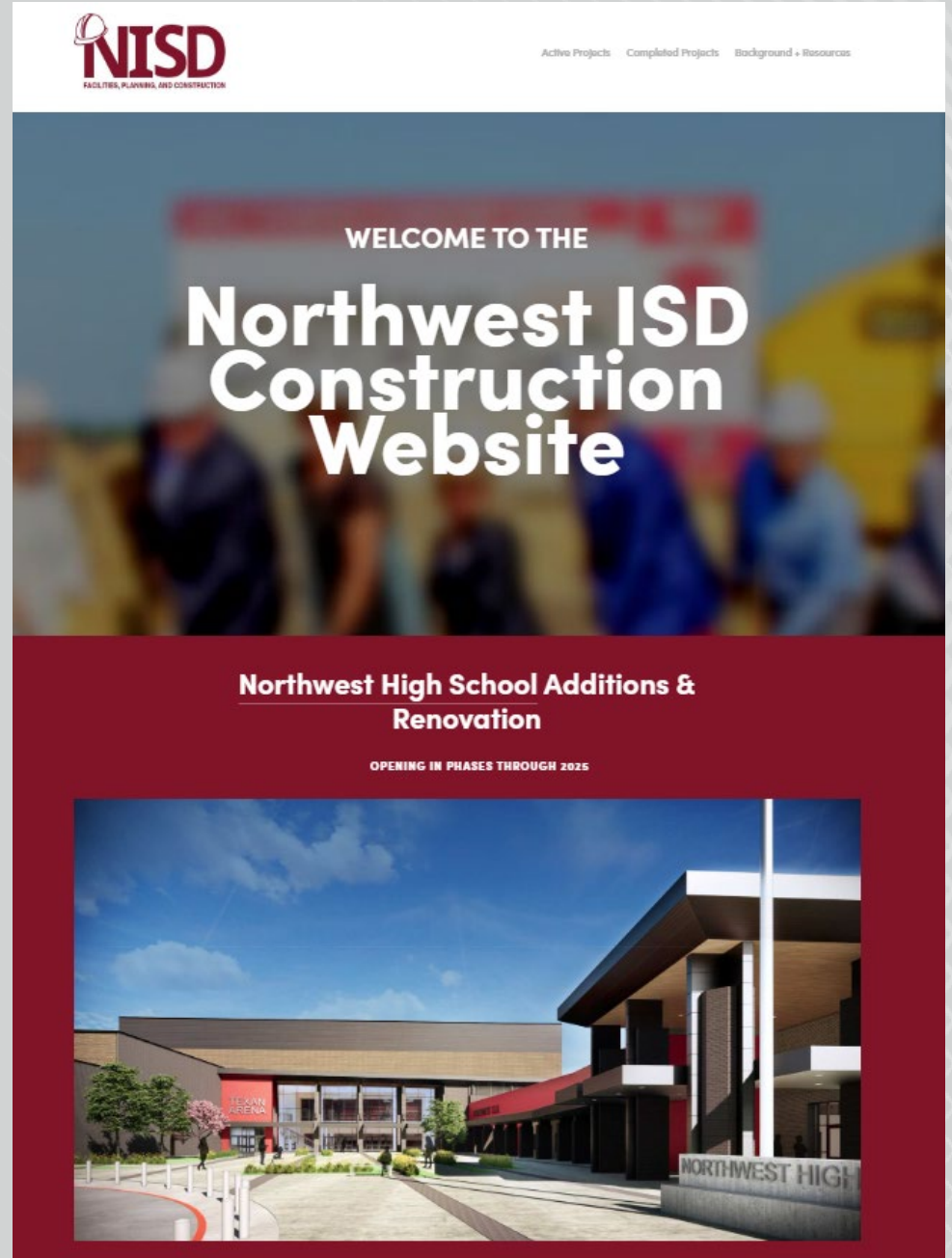


Northwest ISD Construction Website

Visit

NISDtxconstruction.org

for updated information on active
and planned projects.



VATRE²⁰₂₄

VOTER-APPROVAL



TAX RATE ELECTION

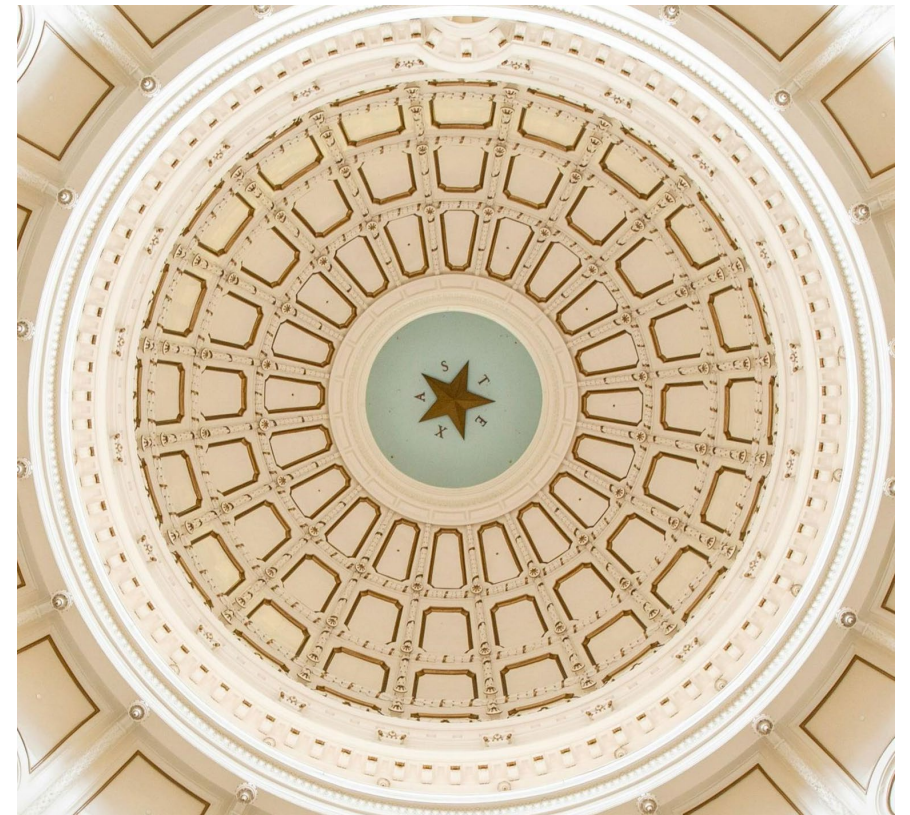
A Statewide School Funding Crunch

- **Fox 4:** Texas school districts making cuts after state fails to pass funding increase
- **Houston Public Media:** Amid a lack of state funding, challenges lie ahead for Houston-area school districts in multi-million dollar budget deficits
- **KERA:** North Texas school districts face millions in budget cuts, closures & layoffs to fend off deficits
- **KXAN:** 'At what cost?': Many Central Texas districts make cuts as they face million-dollar deficits
- **WFAA:** North Texas school districts are stretching financially for the 2024–25 school year

What is the Status of School Funding in Texas?

School districts **across Texas have adopted deficit budgets** because of lack of action at the state level to update outdated funding formulas. Some districts have **cut student programs and educational staff** to reduce costs.

Some districts have adopted deficit budgets exceeding \$100 million. Northwest ISD has a **2024–2025 budget deficit of \$15.8 million.**



OUR PRIORITIES

Maintain Student Programs, High-Quality Staff



Continue to offer award-winning career training programs while protecting overall student opportunities and class-size ratios.



Focus on increasing teacher and staff salaries to remain competitive for retaining and recruiting high-quality educators and support.

OUR PRIORITIES

How Northwest ISD Budgets



Payroll

>80% of budget



Contracted Services

11% of budget



Supplies & Materials

5% of budget



Capital Outlay

<1% of budget



Other Operations

4% of budget

Teachers to Total Staff

Northwest ISD

59.6%

Keller ISD

56.9%

Eagle Mountain-Saginaw ISD

53.4%

State Average

48.7%

Strategies to Balance Budget

- Freeze **all administration hiring**, then **all other hiring**
- Pause teacher and support staff **raises**
- Increase **class-size ratios** across all levels and **caseloads** for support staff
- Reevaluate, modify or eliminate ratios for **enrollment-based staffing matrix**
- Analyze, eliminate **low-enrollment programs, classes**
- Implement fees in **non-core programs and activities**
- Modify **busing qualification** criteria
- Reduce **athletics and fine arts** opportunities and events



Proposal & Tax Rate Information

If approved by voters, the M&O tax rate would increase by **3 cents** – the equivalent of **\$120 annually on a \$500,000 home** with homestead exemption. The I&S rate would remain unchanged.



Maintenance & Operations

Salaries, Utilities, Supplies, etc.

Similar to: Groceries, utilities, services, etc.

Current Rate: \$0.6669
Proposed Rate: \$0.6969



Interest & Sinking

Buildings, Renovations, Land, etc.

Similar to: Mortgage, car payments, etc.

Current Rate: \$0.421
Proposed Rate: Unchanged

2024–2025 Tax Rate Explanation

M&O (Maintenance & Operations) Used for Daily Operations	I&S (Interest & Sinking) Used Only for Debt	TOTAL
<u>\$0.6969</u>	+ <u>\$0.4210</u>	= <u>\$1.1179</u> <i>per \$100 of property value</i>

Average Home Value:
\$500,000
Homestead Exemption:
(-\$100,000)
Taxable Value:
\$400,000

Current Tax Rate:
 $((\$400,000 \times \$1.0879) \div 100) = \$4,351.60$
VATRE Rate:
 $((\$400,000 \times \$1.1179) \div 100) = \$4,471.60$
Difference:
\$120 annually

What is Recapture?

Public school finances are a balancing act. As **local revenue increases, the state decreases the funding it provides to the school district**. When the state determines there is more local revenue than needed, it will ask the district to pay “recapture,” sometimes referred to as “Robin Hood.”



Golden Pennies & Why They Matter

The 2024 VATRE proposes an **increase of 3 cents on the M&O tax rate**. All three cents in the proposal would be classified as “golden pennies.”

Golden pennies mean **all funding remains within the district** and is not subject to recapture payments sent back to the state budget.



Recapture annually takes billions of local tax dollars and redistributes them.

Golden pennies are exempt from recapture – funds they generate stay local.

How Will This Affect Me?

Calculate how a successful VATRE would affect your annual property tax payment at www.nisdtx.org/vatre. Most homeowners in Northwest ISD will see an increase of around \$120 for the year, or \$10 per month.

Your Home's Taxable Value*



* This calculator operates on the assumption that a homestead exemption has been filed, resulting in your home's valuation decreasing by \$100,000. If you do not have a homestead exemption on file, add \$100,000 to the amount you are inputting.

Annual Increase ⓘ

\$ 120.06

Area M&O Tax Rates

If approved by voters, Northwest ISD's new M&O tax rate would be \$0.6969 per \$100 of taxable property, which would still rank near the lowest in the area.

Ranking with additional 3 cents from VATRE passage



Fort Worth ISD	\$0.7904
Birdville ISD	\$0.7892
Ponder ISD	\$0.7892
Keller ISD	\$0.7575
Azle ISD	\$0.751
Eagle Mountain-Saginaw ISD	\$0.7492
Lewisville ISD	\$0.7492
Grapevine-Colleyville ISD	\$0.7290
Argyle ISD	\$0.7122
Denton ISD	\$0.6792
Carroll ISD	\$0.6725
Boyd ISD	\$0.6692
Decatur ISD	\$0.6692
Northwest ISD	\$0.6692

Tax rates from 2023-2024 are listed in the table because of varying timelines to ratify tax rates.

Ballot Language: Proposition A

FOR	
AGAINST	

Ratifying the ad valorem tax rate of \$1.1179 per \$100 valuation in Northwest Independent School District for the current year, a rate that will result in an increase of 4.29 percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$13,849,486.



Questions?

www.nisdtx.org/vatre





AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Proclamation - Runyon's Furniture 30th Anniversary

MEETING DATE: October 22, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Mayor Gierisch will read a proclamation celebrating Runyon's Furniture 30th Anniversary.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Proclamation - Runyon's Furniture 30th Anniversary

Proclamation

Runyon's Furniture 30th Anniversary

WHEREAS, Runyon's Fine Furniture began with Bo and Andy Runyon making and selling bean bags on the streets near Fort Worth, Texas. Their journey took off when they bought a small store and started selling affordable, everyday furniture; and

WHEREAS, As their passion for the furniture industry grew, they realized their true calling was in creating high-quality, unique pieces that would allow customers to express their personal style; and

WHEREAS, In 2012, Bo and Andy made a significant move to Roanoke, Texas, where they shifted their focus to high-end, custom furniture. This change allowed them to offer clients the opportunity to design their own pieces, choosing from a range of premium materials and handcrafted details; and

WHEREAS, Over time, Runyon's Fine Furniture became known for its dedication to quality, craftsmanship, and personalized design, setting a new standard in the world of Western-inspired furniture; and

WHEREAS, we congratulate Runyon's Furniture on 30 years of business.

NOW THEREFORE, I, Carl E. "Scooter" Gierisch, Jr., Mayor of the city of Roanoke, Texas do hereby proclaim October as:

Runyon's Furniture 30th Anniversary

and extend this expression of our esteem and best wishes on this memorable occasion, offering our congratulations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Roanoke, Texas to be affixed this 22nd day of October, 2024.

Carl E. "Scooter" Gierisch, Jr. Mayor

Witness:

April S. Hill, City Secretary





CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 10/08/2024 - CC Minutes

MEETING DATE: October 22, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on October 8, 2024.

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

1. CCMin 10-08-2024

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
OCTOBER 8, 2024
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr.; Council Members: Brian Darby, Bryan Moyers, and Hogan Page; City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager/Chief of Police Jeriahme Miller; Parks and Recreation Director Ray McDonald, Assistant Chief of Police Jeff Williams, Communication and Public Administrator/Marketing Carissa Katekaru, Economic Development Manager Siale Langi, Human Resources Manager Jamie Seil, and Executive Assistant Jeannie Homer.

ABSENT: Mayor Pro Tem Holly Gray; Council Members: David Brundage, David Thompson, and City Manager, Cody Petree.

A. CALL CITY COUNCIL TO ORDER

City Council called to order at 7:01 p.m.
Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

Mayor Gierisch announced Celebrate Roanoke will be held on this Saturday, October 12th from noon to 10:00 p.m. with Pat Green starting around 8:30 p.m.

C. PUBLIC INPUT

No one wished to speak.

D. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on September 24, 2024.



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

**October 8, 2024
Page 2 of 3**

2. Consider approval of an Interlocal Cooperation Agreement between the City of Roanoke and Denton County for Library Services.
3. Consider approval of an Interlocal Agreement, Amendment No. 2 between the City of Roanoke and Northwest Independent School District for School Resource Officer services.
4. Consider approval of an agreement between the City of Roanoke and Novotx for Public Works and Development Services software.
5. Consider approval of a Lease Agreement between the City of Roanoke and Vantage Financial, LLC dba Vantage Equipment Leasing, LLC for servers and storage.

Motion made by Hogan Page second by Brian Moyers to approve Consent Agenda Items 1-5.

Motion carried unanimously.

E. NEW BUSINESS

1. Motion made by Brian Moyers second by Hogan Page to approve Resolution No. 2024-108R, nominating Robert Altman as a candidate for the election of the Board of Directors of the Denton Central Appraisal District (DCAD).

Motion carried unanimously.

2. Motion made by Bryan Moyers second by Hogan Page to adopt the Ordinance authorizing the issuance and sale of City of Roanoke Certificates of Obligation, Series 2024A and approving all matters incident thereto.
(Ordinance No. 2024-116)

Motion carried unanimously.

3. Motion made by Bryan Moyers second by Hogan Page to adopt the Ordinance authorizing the issuance and sale of City of Roanoke Certificates of Obligation, Series 2024B and approving all matters incident thereto.
(Ordinance No. 2024-117)

Motion carried unanimously.

4. Motion made by Bryan Moyers second by Hogan Page to adopt a Financial Policy for the City of Roanoke, Texas.

Motion carried unanimously.

5. Motion made by Bryan Moyers second by Hogan Page to adopt an Investment Policy for the City of Roanoke, Texas

Motion carried unanimously

.



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

**October 8, 2024
Page 3 of 3**

F. ADJOURNMENT

Motion made by Hogan Page second by Brian Darby to adjourn the meeting at 7:11 p.m.
Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Contract renewal - Axon Enterprise, Inc.

MEETING DATE: October 22, 2024

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of the contract renewal with Axon Enterprise, Inc. for upgraded software and services.

INFORMATION:

Consider approval of the contract renewal with Axon Enterprise, Inc. for upgraded software and services. This upgrade includes unlimited storage of body camera footage as well as live-streaming and GPS capabilities. Included with this contract is software for the real-time crime center which provides a centralized hub for gathering, analyzing, and disseminating information to help prevent and solve crimes more effectively. It allows for quick access to data from various sources, including surveillance cameras, databases, and social media, enabling our agency to respond promptly to incidents, identify patterns, and allocate resources efficiently. The ultimate goal is to enhance public safety and improve overall law enforcement outcomes.

STAFF RECOMMENDATION:

Approve the contract renewal with Axon Enterprise, Inc. for upgraded software and services.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The proposed contract is for a total of \$937,138.67 over 5 years as follows:

January 2025: \$97,076.15

February 2025: \$50,000.00 (FususOne software for the real time crime center already approved in the 24.25 FY budget)

January 2026: \$197,515.63

January 2027: \$197,515.63



AGENDA ITEM

January 2028: \$197,515.63

January 2029: \$197,515.63

This renewal continues to consolidate all contracts into one, i.e. interview room camera system, in-car cameras, tasers, body cameras, everything evidence.com related, as well as the addition of unlimited storage for body camera footage and FususOne software.

ATTACHMENTS:

1. Roanoke Police Dept. - TX - Contract Rewrite Unlimited + Fleet 3 Adv - No CEW -w_ Fusus PRO Option (1)



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-612640-45573.933AS

Issued: 10/08/2024

Quote Expiration: 10/31/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 328235

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Roanoke Police Dept. - TX 609 Dallas Dr Roanoke, TX 76262-6694 USA	Roanoke Police Dept. - TX 609 Dallas Dr Roanoke TX 76262-6694 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Sandy Pettigrew Phone: 817-491-8112 Email: spettigrew@roanokepolice.com Fax: (817) 491-6053

Quote Summary

Program Length	60 Months
TOTAL COST	\$937,138.67
ESTIMATED TOTAL W/ TAX	\$937,138.67

Discount Summary

Average Savings Per Year	\$62,946.55
TOTAL SAVINGS	\$314,732.73

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$97,076.15	\$0.00	\$97,076.15
Feb 2025	\$50,000.00	\$0.00	\$50,000.00
Jan 2026	\$197,515.63	\$0.00	\$197,515.63
Jan 2027	\$197,515.63	\$0.00	\$197,515.63
Jan 2028	\$197,515.63	\$0.00	\$197,515.63
Jan 2029	\$197,515.63	\$0.00	\$197,515.63
Total	\$937,138.67	\$0.00	\$937,138.67

Quote Unbundled Price:	\$1,251,871.40
Quote List Price:	\$1,133,810.00
Quote Subtotal:	\$937,138.67

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$5,145.41	\$5,145.41	\$0.00	\$5,145.41
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$19,877.14	\$19,877.14	\$0.00	\$19,877.14
Fleet3ARe	Fleet 3 Advanced Renewal	14	60	\$203.01	\$189.57	\$136.31	\$114,500.40	\$0.00	\$114,500.40
B00020	BUNDLE - UNLIMITED	41	60	\$168.69	\$140.82	\$115.47	\$284,056.20	\$0.00	\$284,056.20
M00017	BUNDLE - FUSUS PRO	1	60	\$9,664.06	\$9,027.20	\$7,402.30	\$444,138.00	\$0.00	\$444,138.00
A la Carte Software									
11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	14	58		\$1,065.00	\$944.62	\$13,224.68	\$0.00	\$13,224.68
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	41	60		\$10.85	\$8.25	\$20,285.16	\$0.00	\$20,285.16
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	41	60		\$10.85	\$8.68	\$21,352.80	\$0.00	\$21,352.80
ProLicense	Pro License Bundle	7	60		\$43.40	\$34.66	\$14,558.88	\$0.00	\$14,558.88
Total							\$937,138.67	\$0.00	\$937,138.67

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - FUSUS PRO	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	8	1	01/01/2025
BUNDLE - FUSUS PRO	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	2	1	01/01/2025
BUNDLE - FUSUS PRO	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	01/01/2025
BUNDLE - UNLIMITED	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	41	1	01/01/2025
BUNDLE - UNLIMITED	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	82	1	01/01/2025
BUNDLE - UNLIMITED	73309	AXON BODY - TAP REFRESH 1 - CAMERA	42	1	07/15/2026
BUNDLE - UNLIMITED	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	07/15/2026
BUNDLE - UNLIMITED	73310	AXON BODY - TAP REFRESH 2 - CAMERA	42	1	01/15/2029
BUNDLE - UNLIMITED	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	01/15/2029
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	14	1	01/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS PRO	101362	AXON RESPOND - FUSUSONE - PRO LEVEL SAAS	1	02/01/2025	01/31/2030
BUNDLE - UNLIMITED	73638	AXON STANDARDS - LICENSE	41	02/01/2025	01/31/2030
BUNDLE - UNLIMITED	73680	AXON RESPOND PLUS - LICENSE	41	02/01/2025	01/31/2030
BUNDLE - UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	410	02/01/2025	01/31/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	41	02/01/2025	01/31/2030
BUNDLE - UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	41	02/01/2025	01/31/2030
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	14	02/01/2025	01/31/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	14	02/01/2025	01/31/2030
Fleet 3 Advanced Renewal	80402	AXON RESPOND - LICENSE - FLEET 3	14	02/01/2025	01/31/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	28	02/01/2025	01/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	02/01/2025	01/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	02/01/2025	01/31/2030
A la Carte	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	14	02/01/2025	11/15/2029
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	41	02/01/2025	01/31/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	41	02/01/2025	01/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - FUSUS PRO	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	1	02/01/2025	01/31/2030
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	41	02/01/2025	01/31/2030
BUNDLE - UNLIMITED	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	6	02/01/2025	01/31/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	14	02/01/2025	01/31/2030
BUNDLE - FUSUS PRO	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	8	01/01/2026	01/31/2030
BUNDLE - FUSUS PRO	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	01/01/2026	01/31/2030
BUNDLE - FUSUS PRO	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	01/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	609 Dallas Dr	Roanoke	TX	76262-6694	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$1,013.18	\$0.00	\$1,013.18
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$3,913.98	\$0.00	\$3,913.98
Year 1	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	14	\$2,604.06	\$0.00	\$2,604.06
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	41	\$4,204.55	\$0.00	\$4,204.55
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	41	\$3,994.33	\$0.00	\$3,994.33
Year 1	B00020	BUNDLE - UNLIMITED	41	\$55,933.14	\$0.00	\$55,933.14
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	14	\$22,546.14	\$0.00	\$22,546.14
Year 1	ProLicense	Pro License Bundle	7	\$2,866.77	\$0.00	\$2,866.77
Total				\$97,076.15	\$0.00	\$97,076.15

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fusus Pro Year 1	M00017	BUNDLE - FUSUS PRO	1	\$50,000.00	\$0.00	\$50,000.00
Total				\$50,000.00	\$0.00	\$50,000.00

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fusus Pro Year 2	M00017	BUNDLE - FUSUS PRO	1	\$98,534.50	\$0.00	\$98,534.50
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$1,033.06	\$0.00	\$1,033.06
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$3,990.79	\$0.00	\$3,990.79
Year 2	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	14	\$2,655.16	\$0.00	\$2,655.16
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	41	\$4,287.06	\$0.00	\$4,287.06
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	41	\$4,072.71	\$0.00	\$4,072.71
Year 2	B00020	BUNDLE - UNLIMITED	41	\$57,030.75	\$0.00	\$57,030.75
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	14	\$22,988.57	\$0.00	\$22,988.57
Year 2	ProLicense	Pro License Bundle	7	\$2,923.03	\$0.00	\$2,923.03
Total				\$197,515.63	\$0.00	\$197,515.63

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fusus Pro Year 3	M00017	BUNDLE - FUSUS PRO	1	\$98,534.50	\$0.00	\$98,534.50
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$1,033.06	\$0.00	\$1,033.06
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$3,990.79	\$0.00	\$3,990.79
Year 3	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	14	\$2,655.16	\$0.00	\$2,655.16
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	41	\$4,287.06	\$0.00	\$4,287.06
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	41	\$4,072.71	\$0.00	\$4,072.71
Year 3	B00020	BUNDLE - UNLIMITED	41	\$57,030.75	\$0.00	\$57,030.75
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	14	\$22,988.57	\$0.00	\$22,988.57

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	7	\$2,923.03	\$0.00	\$2,923.03
Total				\$197,515.63	\$0.00	\$197,515.63

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fusus Pro Year 4	M00017	BUNDLE - FUSUS PRO	1	\$98,534.50	\$0.00	\$98,534.50
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$1,033.06	\$0.00	\$1,033.06
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$3,990.79	\$0.00	\$3,990.79
Year 4	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	14	\$2,655.16	\$0.00	\$2,655.16
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	41	\$4,287.06	\$0.00	\$4,287.06
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	41	\$4,072.71	\$0.00	\$4,072.71
Year 4	B00020	BUNDLE - UNLIMITED	41	\$57,030.75	\$0.00	\$57,030.75
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	14	\$22,988.57	\$0.00	\$22,988.57
Year 4	ProLicense	Pro License Bundle	7	\$2,923.03	\$0.00	\$2,923.03
Total				\$197,515.63	\$0.00	\$197,515.63

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fusus Pro Year 5	M00017	BUNDLE - FUSUS PRO	1	\$98,534.50	\$0.00	\$98,534.50
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$1,033.06	\$0.00	\$1,033.06
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$3,990.79	\$0.00	\$3,990.79
Year 5	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	14	\$2,655.16	\$0.00	\$2,655.16
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	41	\$4,287.06	\$0.00	\$4,287.06
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	41	\$4,072.71	\$0.00	\$4,072.71
Year 5	B00020	BUNDLE - UNLIMITED	41	\$57,030.75	\$0.00	\$57,030.75
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	14	\$22,988.57	\$0.00	\$22,988.57
Year 5	ProLicense	Pro License Bundle	7	\$2,923.03	\$0.00	\$2,923.03
Total				\$197,515.63	\$0.00	\$197,515.63

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-518745

Agency is terminating those contracts effective 02/01/2025. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$25,022.55 to the quote for delivered but unpaid items.

Quotes Q-612640 and Q-602247 are contingent upon the execution of the other.

Signature

Date Signed

10/8/2024





AGENDA ITEM

TO: City Council

SUBJECT: Pro Rata Agreement with Roanoke Neighborhood Shops On 377 By Slate, LLC for natural gas service.

MEETING DATE: October 22, 2024

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval of a proposed Pro Rata Agreement with Roanoke Neighborhood Shops on 377 By Slate for Natural Gas Service.

INFORMATION:

The proposed natural gas line will essentially provide natural gas service to all properties from Chestnut Lane going west on Bobcat Blvd to the west side of Highway 377. The developer has agreed to pay for the initial installation and is proposing to be paid back as future development occurs. The natural gas line will be maintained by Atmos energy.

STAFF RECOMMENDATION:

Staff Recommends Approval

SPECIAL CONSIDERATION:

None

FINANCIAL CONSIDERATION:

The total financial impact will be covered by future development at the rate of \$75,000 per development until the developer is reimbursed up to \$157,460.19.

ATTACHMENTS:

1. Roanoke - Agreement - Pro Rata Agreement - Slate Commercial - V4.5 ZBH 092524 Redline Copy
2. CERT Formation RNS on 377 file stamped
3. Roanoke - Agreement - Pro Rata Agreement - Slate Commercial - V4.5 ZBH 092524 - CLEAN



AGENDA ITEM

PRO RATA AGREEMENT

This **PRO RATA AGREEMENT** (hereinafter referred to as the “Agreement”) by and between the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”), acting herein and through the City’s duly authorized Mayor; and **SLATE LAND & DEVELOPMENT CO. ROANOKE NEIGHBORHOOD SHOPS ON 377 BY SLATE, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”), is made and executed on the following recitals, terms and conditions.

SECTION 1. FACILITIES.

The Developer shall pay for the construction of a minimum four inch (4”) natural gas line to be installed from _____ Chestnut Lane going west on Bobcat Blvd to the west side of Highway 377 _____, as depicted in *Exhibit A* of this Agreement (hereinafter referred to as the “Facilities”), for the benefit of the new swim school development _____, located within the City of Roanoke, Denton County, Texas, as described and/or depicted in *Exhibit B*, which is attached hereto and is incorporated herein for all purposes. And such other new or existing developments that may connect or benefit from the future use of the Facilities.

SECTION 2. PRO RATA FEE.

Property owners desiring to connect the above-described Facilities shall pay a fee to the City, of **Seventy Thousand and No/100 Dollars (\$70,000.00)** per lot-, in order to pay for their applicable portion of costs associated with the construction of said Facilities. The City shall then reimburse the Developer the fees received until the Developer receives **One Hundred Fifty-Seven Thousand Four Hundred Sixty and 19/100 Dollars (\$157,460.19)** for said Facilities. The calculations for said construction costs for the Facilities are attached hereto as *Exhibit C*, and are incorporated herein for all purposes. Notwithstanding the foregoing, the property owners of the tracts of land referenced in *Exhibit D* as the lots under Property ID #173555 (being Craig B. Chapman as Trustee of the C.B.C Chapman Trust dated August 1, 2000) & #67971 (being BOBCAT 377, LLC) are deemed to directly benefit from the Facilities (the “Main Property Owners”). In the event that a Main Property Owner transfers or sells its tract of land to a third party, such sale or transfer shall be deemed an automatic election for the purchaser, as the new property owner, to connect to the above-described Facilities. Accordingly, all new property owners shall be required to pay their fee for the Facilities to the City as of the effective date of the deed document transferring ownership to the new property owner.

SECTION 3. TERM; INTEREST.

The maximum period of time for the pro rata reimbursement to the Developer for the Facilities shall not exceed twenty (20) years from the Effective Date of this Agreement. The City shall reimburse the Developer within thirty (30) days after receipt of any or all pro rata funds. There shall be no interest, and no interest shall accrue, on this reimbursement provision.

SECTION 4. PROCEEDS NOT AN IMPACT FEE.

The parties hereto agree that, pursuant to this Agreement, any proceeds paid do not constitute an impact fee, as defined in Chapter 395 of the Texas Local Government Code, as amended, and that such pro rata payments are proceeds are specifically authorized pursuant to Section 395.001(4)(B) of the Texas Local Government Code, as amended.

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Attorney's Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. Further, the provisions of this Agreement shall be construed as a whole and not strictly for or against any party. The benefits and burdens of this Agreement shall be deemed to be a covenant running with the Property and shall be binding upon the heirs, successors in title and assigns of the parties hereto.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Filed in Deed Records.** This Agreement shall be filed in the applicable county records of the County Clerk of Denton County, Texas.

(g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City: City of Roanoke, Texas
 500 S. Oak Street
 Roanoke, Texas 76262
 Attn: Cody Petree, Interim City Manager
 Telephone: (817) 491-2411

if to Developer: ~~Slate Land & Development Co.~~Roanoke Neighborhood
Shops on 377 by Slate, LLC
 5729 Lebanon Rd. #144589
 Frisco, Texas 75034
 Attn: Kris Ramji
 Telephone: 214-718-2626

(h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

CITY:

CITY OF ROANOKE, TEXAS,
A Texas home-rule municipality.

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____,
~~2023~~2024, by Carl E. Gierisch, Jr., Mayor of the City of Roanoke, Texas, a Texas home-rule
municipality, on behalf of said municipality.

Notary Public, State of Texas

_____**DEVELOPER:**

_____~~Slate Land & Development Co.~~Roanoke
Neighborhood Shops on 377 by Slate, LLC

_____A Texas limited liability company,

By: _____

Name: _____

Title: _____

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 20234,
by Kris Ramji as _____ of ~~Slate Land & Development Co.~~Roanoke Neighborhood
Shops on 377 by Slate, LLC, a Texas limited liability company, on behalf of said limited liability
company.

Notary Public, State of Texas

THIS AGREEMENT IS ACCEPTED AND ACKNOWLEDGED
BY THE MAIN PROPERTY OWNERS:

By: _____
Craig B, Chapman as Trustee of the
C.B.C Chapman Trust dated August 1, 2000

STATE OF TEXAS §

§
COUNTY OF §

This instrument was acknowledged before me on the _____ day of _____, 2024,
by Craig B, Chapman as Trustee of the C.B.C Chapman Trust dated August 1, 2000, on behalf
of said Trust.

Notary Public, State of Texas

BOBCAT 377, LLC
a Texas limited liability company

By: Nefedi Partnership LTD
It's Managing Member

By: Nefedi Management, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

§
COUNTY OF §

This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____ as _____ of Nefedi Management, LLC, the general partner of Nefedi
Partnership Ltd., as the Managing Member of BOBCAT 377, LLC, on behalf of said limited
liability company.

Notary Public, State of Texas

Exhibit A

[Depiction of the Facilities]

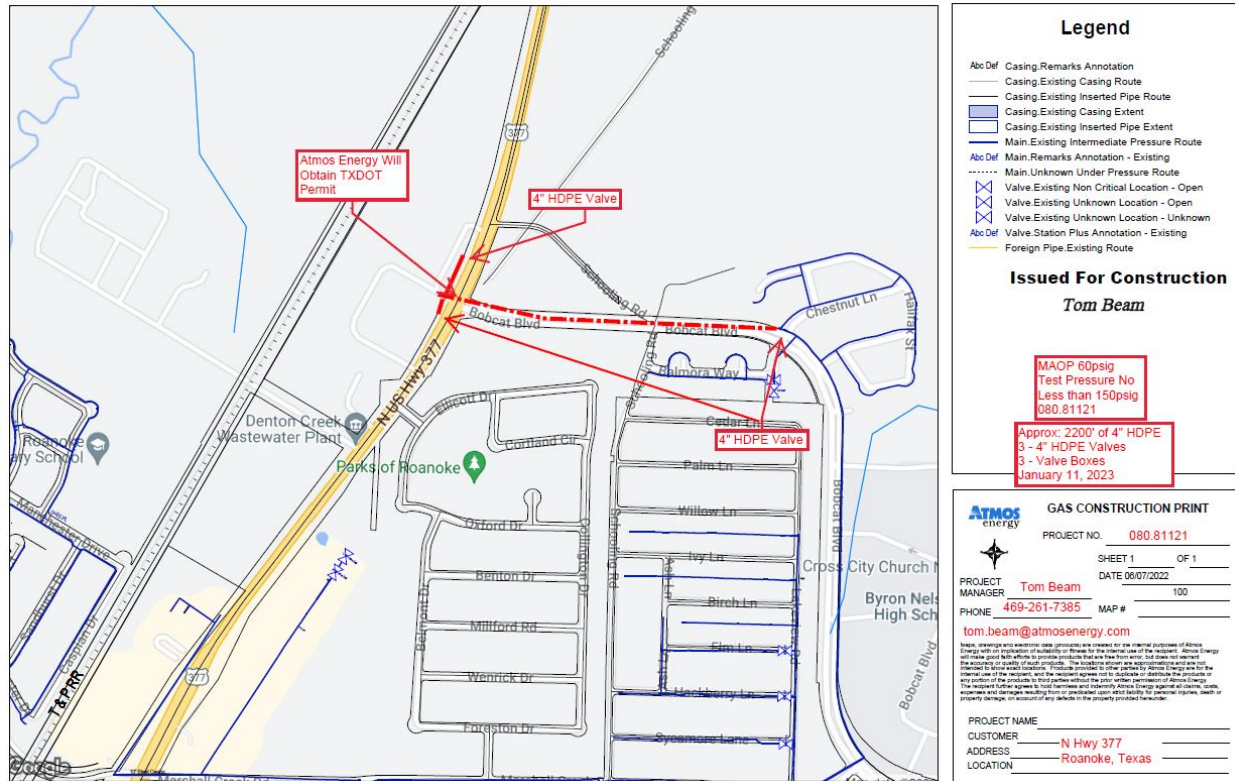
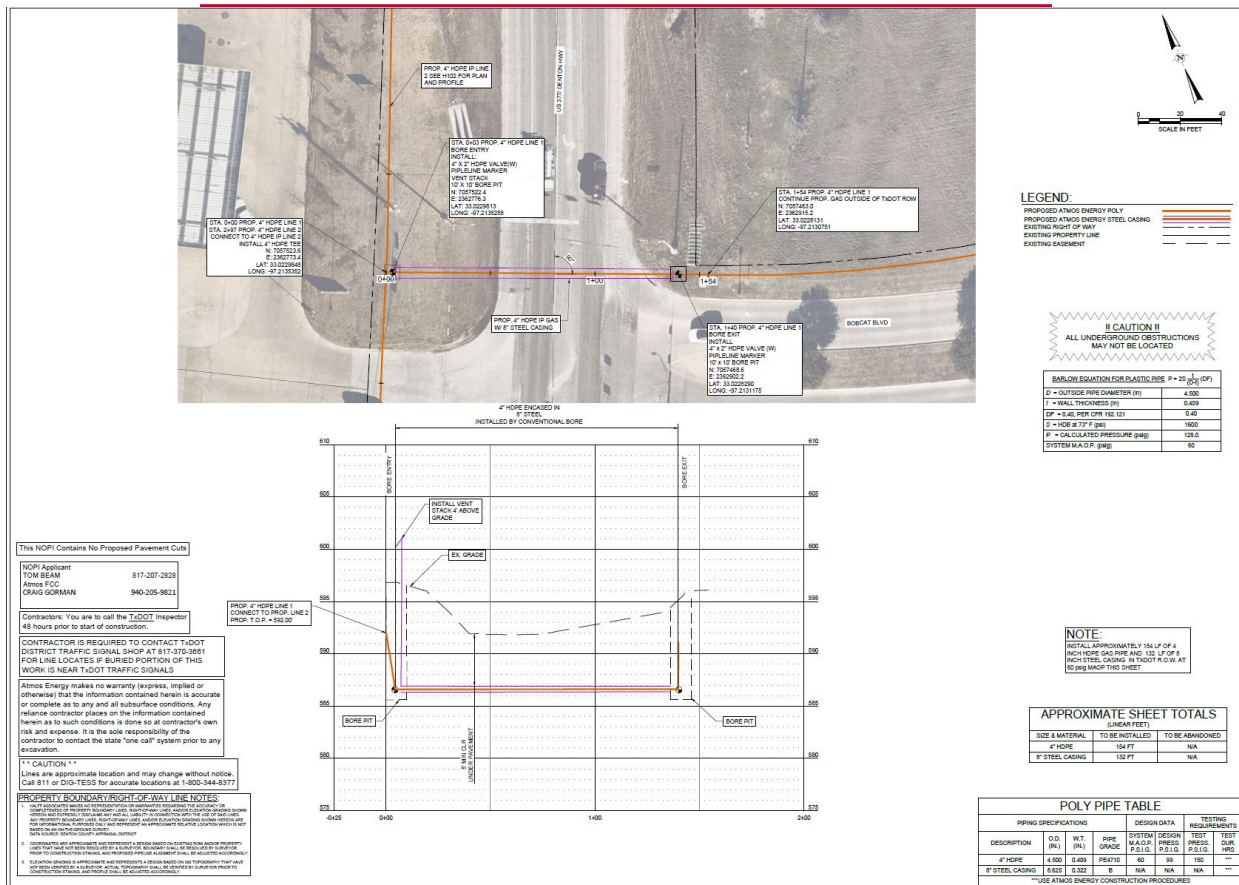
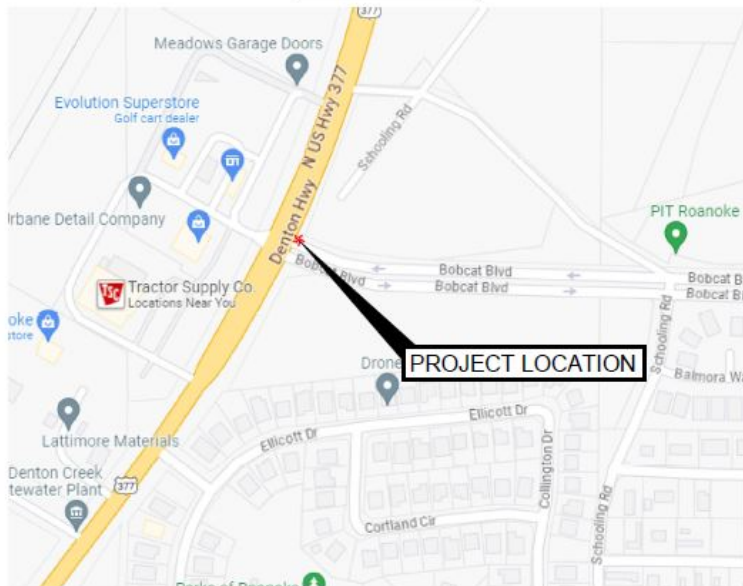


Exhibit B

“Being Lot, 7, Block 1, Bobcat Corners, an Addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2015-256, Official Public Records or Denton County, Texas.”

LOCATION MAP



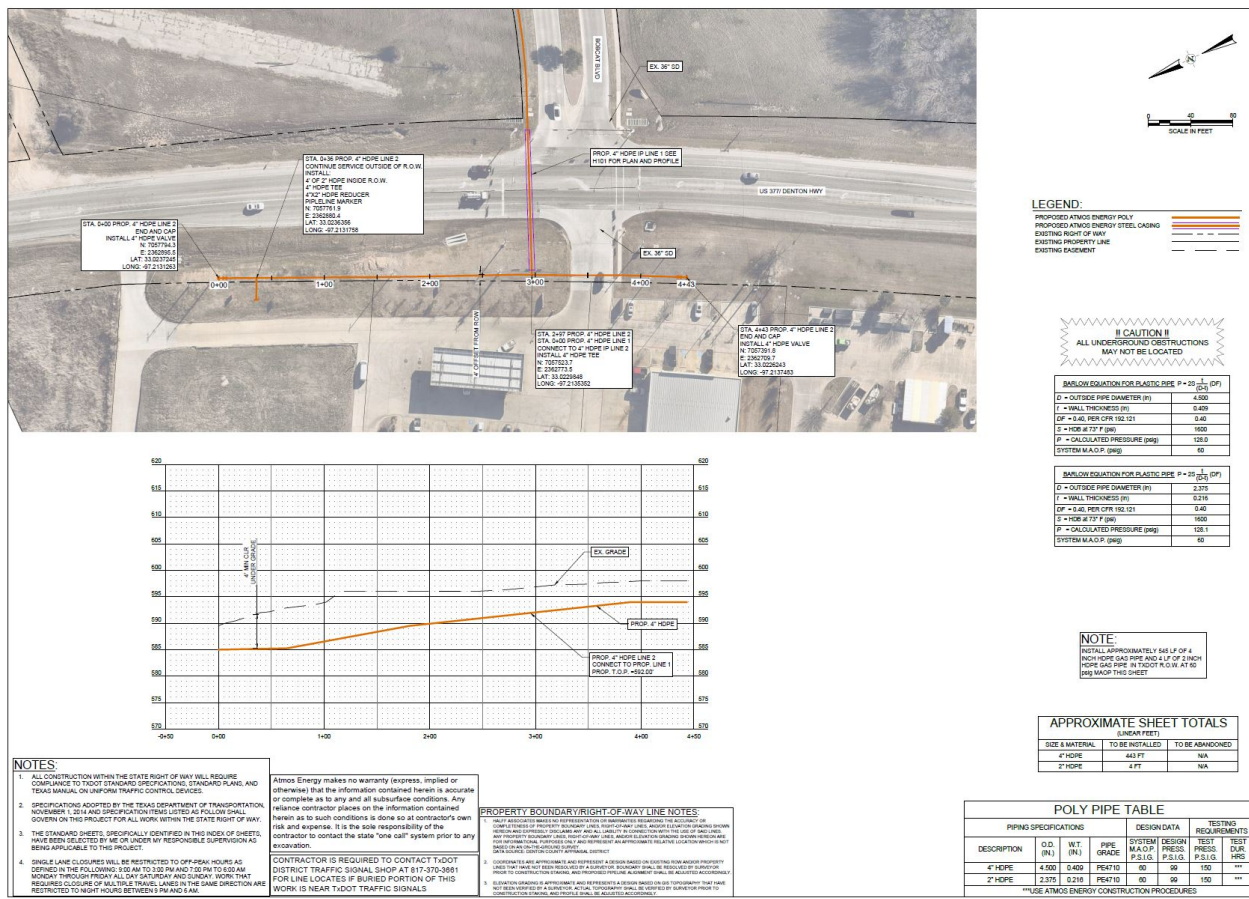


Exhibit C

[Facilities Costs Calculations]

080.81121

Swim School 2200' of 4" Gas Main Installation Cost Breakdown

<u>Contractor Construction Cost (\$50.20 per foot cost)</u>	<u>\$157,460</u>
<u>Materials Cost</u>	<u>\$0</u>
<u>Total Construction and Material Cost</u>	<u>\$157,460.00</u>
<u>Minus Atmos Energy Franchise Allowance</u>	
<u>(\$100 per foot) paid by Atmos -</u>	<u>\$7,157.00</u>
<u>Total Customer Cost paid directly to Atmos</u>	<u>\$150,303.00</u>

Exhibit D

[Legal Descriptions for Main Property Owners—~~Lots under Property ID #173555 & 67971~~]

**Property ID# 173555 owned by Craig B. Chapman
as Trustee of the C.B.C Chapman Trust dated August 1, 2000**

A0082A W.D. BEALL, TR 2A(PT),3A(PT), 5.638 ACRES

TRACT ONE

BEING SITUATED IN THE W.D. BEAL SURVEY ABSTRACT NO. 82, DENTON COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN CALLED 12.076 ACRES AS DESCRIBED IN A DEED TO JOHN S. FOGARTY OF RECORD IN VOLUME 453, PAGE 369, DEED RECORDS, OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND IN THE WEST LINE OF SAID BEAL SURVEY, COMMON TO THE EAST LINE OF THE THOMAS KELLY SURVEY, ABSTRACT NO. 704, AT SOUTHWEST CORNER OF SAID FOGARTY TRACT.

THENCE SOUTH 83° 16' 50" WEST ALONG AND NEAR AN OLD FENCE LINE A DISTANCE OF 1101.55 FEET TO AN IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF THE NEW U.S. HIGHWAY NO. 377, AND BEING IN A CURVE TO THE LEFT AND HAVING A RADIUS OF 3771.20 AND A CENTRAL ANGLE OF 50° 38' 20";

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CURVING RIGHT-OF-WAY LINE OF SAID HIGHWAY, AN ARC DISTANCE OF 371.16 FEET TO AN IRON ROD SET FOR CORNER;

THENCE NORTH 84° 00' EAST A DISTANCE OF 718.08 FEET TO AN IRON ROD SET FOR CORNER;

THENCE NORTH 17° 13' EAST A DISTANCE OF 156.33 FEET TO AN IRON ROD SET FOR CORNER IN THE SOUTH LINE OF A 60' WIDE COUNTY ROAD;

THENCE SOUTH 46° 46' 01" EAST ALONG THE SOUTH LINE OF SAID ROAD A DISTANCE OF 188 FEET TO AN IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 310.0 FEET AND A CENTRAL ANGLE OF 02° 12' 37";

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID ROAD, AND ARC DISTANCE OF 11.96 FEET TO AN IRON ROD FOUND FOR CORNER, AND ALSO BEING IN THE COMMONS LINE OF SAID SURVEYS;

THENCE SOUTH 00° 16' 35" EAST ALONG SAID COMMON LINE A DISTANCE OF 279.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 7.024 ACRES OF LAND;

AND AS SET FORTH IN THE PLAT ATTACHED ON THE NEXT PAGE:

Property ID# 67971 owned by Bobcat 377, LLC

A0082A W.D. BEALL, TR 2(PT),3(PT), 5.224 ACRES, OLD DCAD TR #1A

TRACT 1:

DESCRIPTION, of a 5.222 acre tract of land situated in the Walter D. Beall Survey, Abstract No. 82, City of Roanoke, Denton Texas; said tract being a part of that tract of land described as Tract Two in Quitclaim Deed to Marjorie J. Chapman recorded in Document Number 94-R0028155 of the Deed Records of Denton County, Texas, and more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the northeast corner of said Tract Two; said point being the most northerly northwest corner of that tract of land described as Tract One in Quitclaim Deed to C.B.C. Chapman Trust recorded in Volume 4680, Page 1698 of the Deed Records of Denton County, Texas; said point being in the southwest right-of-way line of Schooling Road (a 60-foot wide right-of-way);

THENCE, South 17 degrees, 14 minutes, 49 seconds West, departing the said southwest line of Schooling Road and with the southeast line of Tract Two and a northwest line of Tract One, a distance of 156.33 feet to a 1/2-inch iron rod found for corner;

THENCE, South 84 degrees, 01 minutes, 49 seconds West, continuing with the southeast line of Tract Two and a northwest line of Tract One, a distance of 215.62 feet to a 5/8-inch iron rod with "JACOBS" cap found for corner; said point being in the north right-of-way line of Bobcat Boulevard (a 90-foot wide right-of-way);

THENCE, North 89 degrees, 06 minutes, 47 seconds West, with the said north line of Bobcat Boulevard, a distance of 173.14 feet to a 5/8-inch iron rod with "JACOBS" cap found for corner at the beginning of a tangent curve to the right;

THENCE, with said curve to the right, having a central angle of 24 degrees, 18 minutes, 29 seconds, a radius of 655.00 feet, a chord bearing and distance of North 76 degrees, 57 minutes, 33 seconds West, 275.81 feet, an arc distance of 277.89 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner in the west line of said Tract Two and the beginning of a non-tangent curve to the left; said point being in the east right-of-way line of U.S. Highway No. 377 (a variable width right-of-way);

THENCE, with the said west line of Tract Two and the said east line of U.S. Highway No. 377, with said curve to the left, having a central angle of 03 degrees, 44 minutes, 57 seconds, a radius of 3899.83 feet, a chord bearing and distance of North 23 degrees, 28 minutes, 14 seconds East, 255.14 feet, an arc distance of 255.18 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner at the end of said curve; said point being in a southeast line of that tract of land described as Tract No. F-514 in Judgment on Declaration of Taking Number 2 recorded in Volume 373, Page 253 of said Deed Records; said point being the east right-of-way line of U.S. Highway No. 377 as described in Easement for Right of Way to the State of Texas recorded in Volume 422, Page 128 of said Deed Records;

THENCE, continuing with the said west line of Tract Two and the departing the said east line of U.S. Highway No. 377, North 36 degrees, 17 minutes, 27 seconds East, a distance of 210.33 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the northwest corner of said Tract Two; said point being in the said southeast line of Schooling Road;

THENCE, in a southeasterly direction, with the northeast line of said Tract Two and the said southeast line of Schooling Road the following three (3) calls:

South 89 degrees, 11 minutes, 10 seconds East, a distance of 64.04 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner at the beginning of a tangent curve to the right;

With said curve to the right, having a central angle of 42 degrees, 06 minutes, 42 seconds, a radius of 256.59 feet, a chord bearing and distance of South 68 degrees, 07 minutes, 49 seconds East, 184.37 feet, an arc distance of 188.59 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner;

South 46 degrees, 44 minutes, 12 seconds East, a distance of 331.45 feet to the POINT OF BEGINNING, CONTAINING: 227,469 square feet or 5.222 acres of land, more or less.

TRACT 2:

DESCRIPTION, of a 7,400 square foot (0.170 acre) tract of land situated in the Walter D. Beall Survey, Abstract No. 82, City of Roanoke, Denton Texas; said tract being all of that tract of land described as Tract Three in Quitclaim Deed to Marjorie J. Chapman recorded in Document Number 94-R0028155 of the Deed Records of Denton County, Texas, and more particularly described as follows:

BEGINNING a Corps of Engineers monument with brass disc stamped "F-13, 63" found at the north corner of said Tract Three; said point being in a southeast line of that tract of land described as Tract No. F-514 in Judgment on Declaration of Taking Number 2 recorded in Volume 373, Page 253 of said Deed Records; said point being the most southerly southwest corner of that tract of land described in Quit Claim Deed to the United States of America recorded in Volume 398, Page 107 of said Deed Records;

THENCE, South 46 degrees, 21 minutes, 18 seconds East, with the northeast line of Tract Three, a distance of 121.00 feet to a Corps of Engineers monument with brass disc stamped "TRACT F517-2, 1963" found for corner;

THENCE, South 46 degrees, 40 minutes, 25 seconds East, continuing with the northeast line of Tract Three, a distance of 95.18 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the east corner of Tract Three and the beginning of a non-tangent curve to the left; said point being in the northeast right-of-way line of Schooling Road (a 60-foot wide right-of-way);

THENCE, with the southwest line of Tract Three and the said northeast line of Schooling Road, with said curve to the left, having a central angle of 37 degrees, 54 minutes, 07 seconds, a radius of 316.59 feet, a chord bearing and distance of North 70 degrees, 14

minutes, 07 seconds West, 205.63 feet, an arc distance of 209.43 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner at the end of said curve;

THENCE, North 89 degrees, 11 minutes, 10 seconds West, a distance of 21.28 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the southwest corner of Tract Three; said point being the said east line of said Tract No. F-514;

THENCE, North 36 degrees, 17 minutes, 27 seconds East, with the west line of Tract Three and the said east line of Tract No. F-514, a distance of 97.99 feet to the POINT OF BEGINNING, CONTAINING: 7,400 square feet or 0.170 acre of land, more or less.

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 804098420 06/07/2021
Document #: 1056777640002
Image Generated Electronically
for Web Filing**

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Roanoke Neighborhood Shops on 377 by Slate, LLC

Article 2 – Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be company named above) by the name of:

Registered Agents Inc.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

5900 Balcones Drive

Suite 100 Austin TX 78731

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.
The names and addresses of the governing persons are set forth below:

Manager 1: **John Avary**

Title: **Manager**

Address: **5900 Balcones Drive Suite 100 Austin TX, USA 78731**

Manager 2: (Business Name) **Aequipondium Consulting & Investing, LLC**

Address: **5900 Balcones Drive Suite 100 Austin TX, USA 78731**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

A. Indemnification

The Company will indemnify and hold harmless the members, managers, officers, agents, organizer and other persons acting on behalf of the Company at the request of any member, manager or officer to the full extent allowed by the Texas Business Organizations Code or other applicable law.

B. Interested Parties

A contract or transaction between the Company and any other Person (as used herein the term "Person" means an individual, firm, trust, estate, partnership, joint venture, association, corporation, political subdivision or instrumentality or other entity) will not be affected or invalidated by the fact that: (a) any manager, officer or securityholder of the Company is also a party to, or has a direct or indirect interest in, such contract or transaction; or (b) any manager, officer or securityholder of the Company is in any way connected with such other Person or with any of its equity or debt holders, officers, managers or directors.

Every person who may become a manager of the Company is hereby relieved from any liability that might otherwise exist from contracting with the Company for the benefit of himself or herself or of any Person in which he or she has any interest, whether or not the interested manager's presence at a meeting or his or her vote or votes were necessary to obligate the Company in such transaction, if such interest will have been disclosed to, or known to, the Company's managers or members who have approved such transaction.

C. Disclaimer and Resignation

The undersigned organizer disclaims any past or future interest in or control of the Company and resigns as organizer effective upon the formation of the Company.

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Stephen M. Johns, Esq. **3300 Bee Caves Road, Suite 650-1154, Austin, Texas 78746**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Stephen M. Johns, Esq., Corporate Counsel

Signature of Organizer

PRO RATA AGREEMENT

This **PRO RATA AGREEMENT** (hereinafter referred to as the “Agreement”) by and between the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”), acting herein and through the City’s duly authorized Mayor; and **ROANOKE NEIGHBORHOOD SHOPS ON 377 BY SLATE, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”), is made and executed on the following recitals, terms and conditions.

SECTION 1. FACILITIES.

The Developer shall pay for the construction of a minimum four inch (4”) natural gas line to be installed from Chestnut Lane going west on Bobcat Blvd to the west side of Highway 377, as depicted in ***Exhibit A*** of this Agreement (hereinafter referred to as the “Facilities”), for the benefit of the new swim school development located within the City of Roanoke, Denton County, Texas, as described and/or depicted in ***Exhibit B***, which is attached hereto and is incorporated herein for all purposes. And such other new or existing developments that may connect or benefit from the future use of the Facilities.

SECTION 2. PRO RATA FEE.

Property owners desiring to connect the above-described Facilities shall pay a fee to the City, of **Seventy Thousand and No/100 Dollars (\$70,000.00)** per lot, in order to pay for their applicable portion of costs associated with the construction of said Facilities. The City shall then reimburse the Developer the fees received until the Developer receives **One Hundred Fifty-Seven Thousand Four Hundred Sixty and 19/100 Dollars (\$157,460.19)** for said Facilities. The calculations for said construction costs for the Facilities are attached hereto as ***Exhibit C***, and are incorporated herein for all purposes. Notwithstanding the foregoing, the property owners of the tracts of land referenced in ***Exhibit D*** as the lots under Property ID #173555 (being Craig B, Chapman as Trustee of the C.B.C Chapman Trust dated August 1, 2000) & #67971 (being BOBCAT 377, LLC) are deemed to directly benefit from the Facilities (the “Main Property Owner”). In the event that a Main Property Owner transfers or sells its tract of land to a third party, such sale or transfer shall be deemed an automatic election for the purchaser, as the new property owner, to connect to the above-described Facilities. Accordingly, all new property owners shall be required to pay their fee for the Facilities to the City as of the effective date of the deed document transferring ownership to the new property owner.

SECTION 3. TERM; INTEREST.

The maximum period of time for the pro rata reimbursement to the Developer for the Facilities shall not exceed twenty (20) years from the Effective Date of this Agreement. The City shall reimburse the Developer within thirty (30) days after receipt of any or all pro rata funds. There shall be no interest, and no interest shall accrue, on this reimbursement provision.

SECTION 4. PROCEEDS NOT AN IMPACT FEE.

The parties hereto agree that, pursuant to this Agreement, any proceeds paid do not constitute an impact fee, as defined in Chapter 395 of the Texas Local Government Code, as amended, and that such pro rata payments are proceeds are specifically authorized pursuant to Section 395.001(4)(B) of the Texas Local Government Code, as amended.

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Attorney's Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. Further, the provisions of this Agreement shall be construed as a whole and not strictly for or against any party. The benefits and burdens of this Agreement shall be deemed to be a covenant running with the Property and shall be binding upon the heirs, successors in title and assigns of the parties hereto.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Filed in Deed Records.** This Agreement shall be filed in the applicable county records of the County Clerk of Denton County, Texas.

(g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City: City of Roanoke, Texas
 500 S. Oak Street
 Roanoke, Texas 76262
 Attn: Cody Petree, Interim City Manager
 Telephone: (817) 491-2411

if to Developer: Roanoke Neighborhood Shops on 377 by Slate, LLC
 5729 Lebanon Rd. #144589
 Frisco, Texas 75034
 Attn: Kris Ramji
 Telephone: 214-718-2626

(h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

CITY:

CITY OF ROANOKE, TEXAS,
A Texas home-rule municipality.

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Carl E. Gierisch, Jr., Mayor of the City of Roanoke, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

DEVELOPER:

Roanoke Neighborhood Shops on 377 by Slate, LLC

A Texas limited liability company,

By: _____

Name: _____

Title: _____

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2024, by Kris Ramji as _____ of Roanoke Neighborhood Shops on 377 by Slate, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

THIS AGREEMENT IS ACCEPTED AND ACKNOWLEDGED
BY THE MAIN PROPERTY OWNERS:

By: _____
Craig B, Chapman as Trustee of the
C.B.C Chapman Trust dated August 1, 2000

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024,
by Craig B, Chapman as Trustee of the C.B.C Chapman Trust dated August 1, 2000, on behalf
of said Trust.

Notary Public, State of Texas

BOBCAT 377, LLC
a Texas limited liability company

By: Nefedi Partnership LTD
It's Managing Member

By: Nefedi Management, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by
_____ as _____ of Nefedi Management, LLC, the general partner of Nefedi
Partnership Ltd., as the Managing Member of BOBCAT 377, LLC, on behalf of said limited
liability company.

Notary Public, State of Texas

Exhibit A

[Depiction of the Facilities]

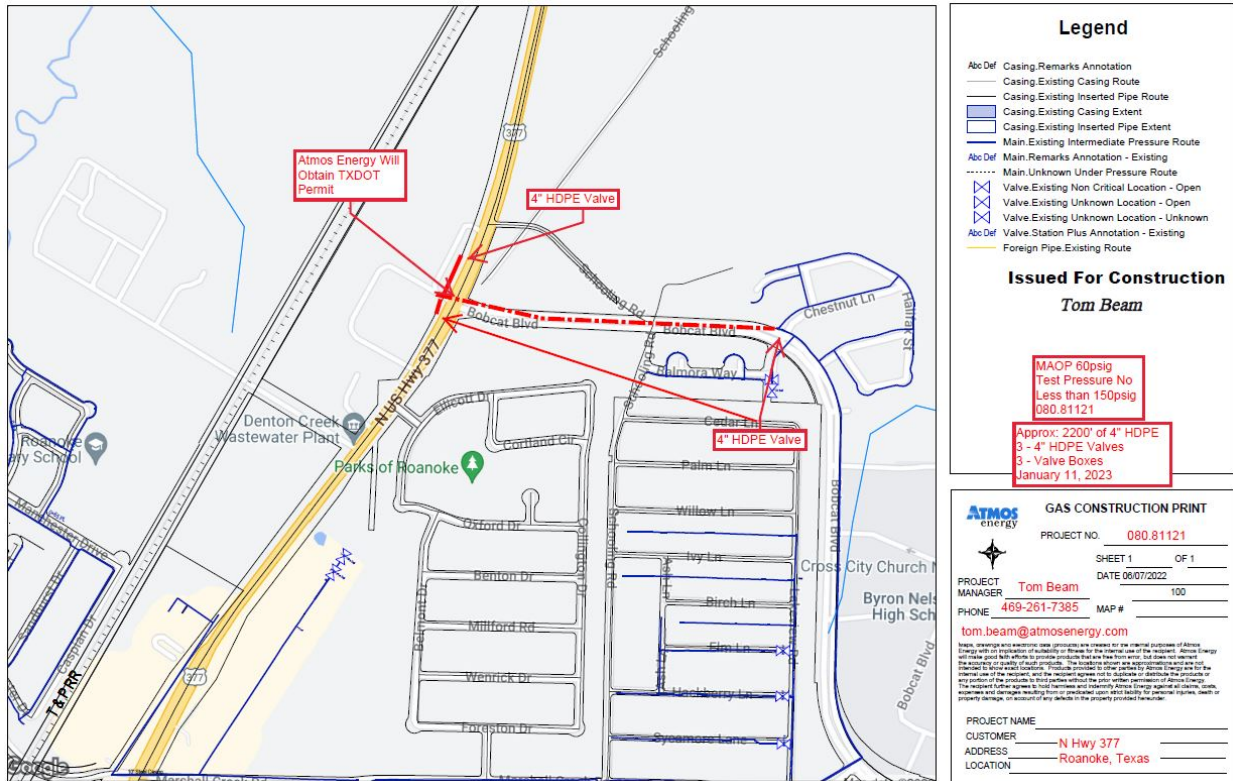
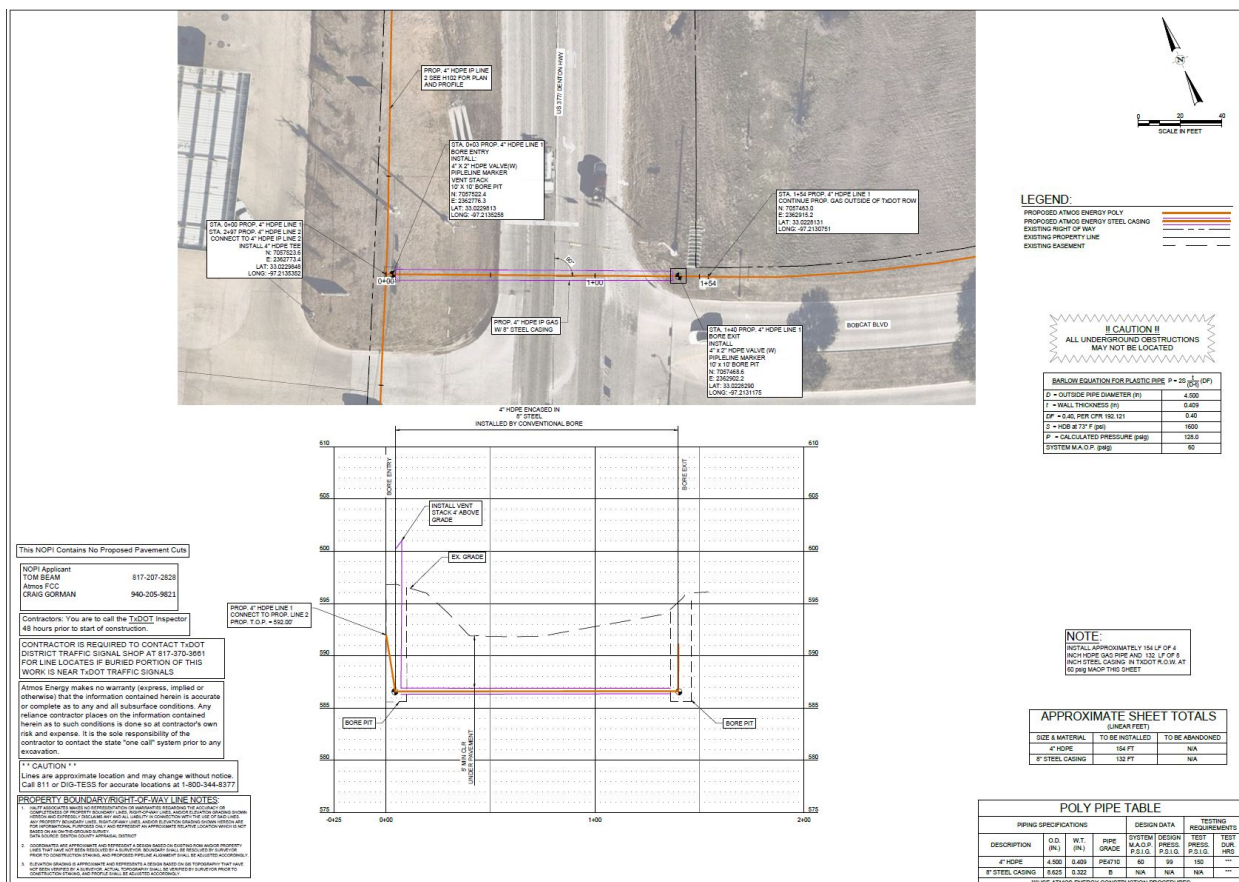
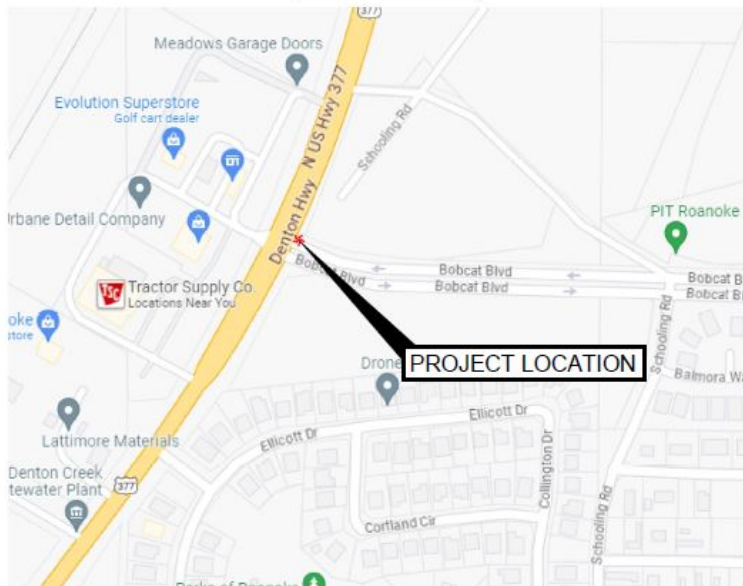


Exhibit B

Being Lot, 7, Block 1, Bobcat Corners, an Addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2015-256, Official Public Records or Denton County, Texas.

LOCATION MAP



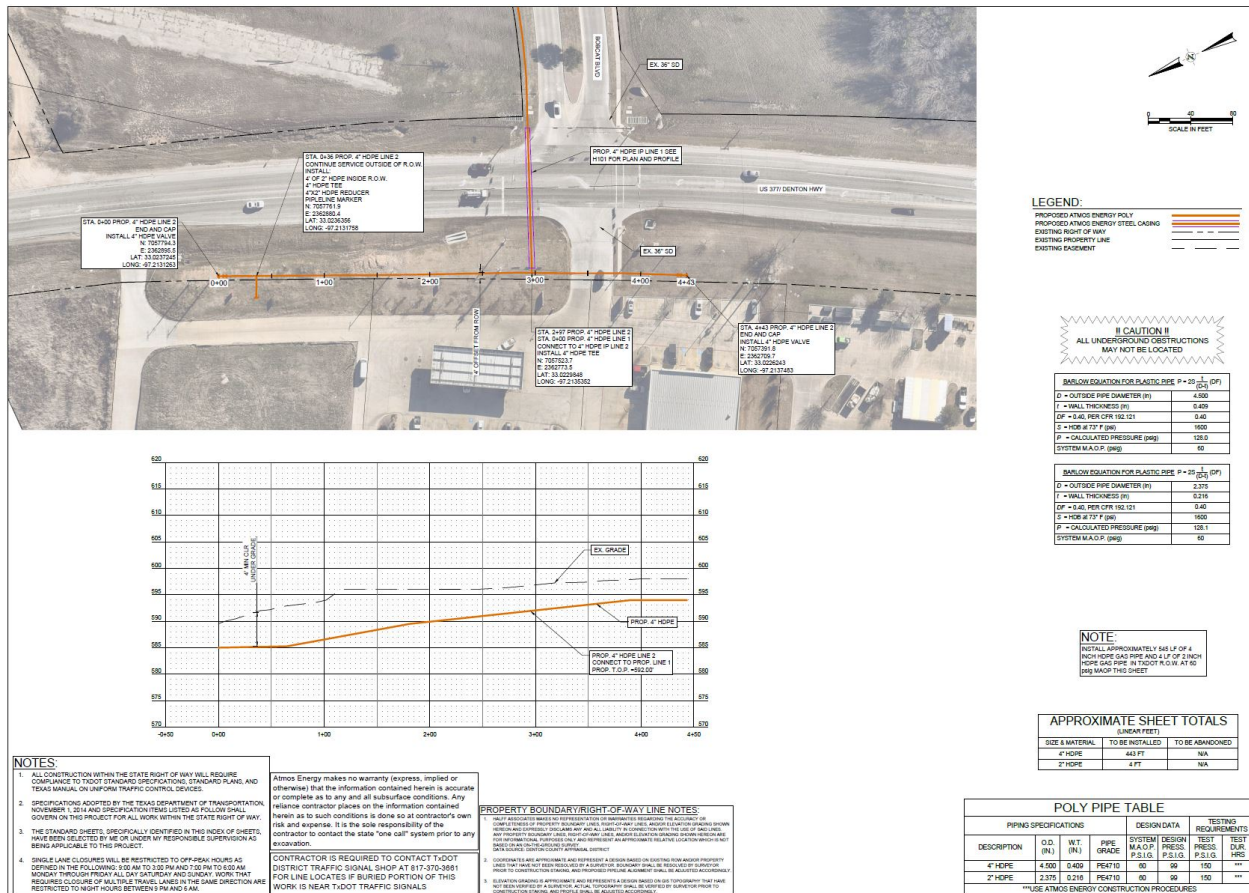


Exhibit C

Facilities Costs Calculations

080.81121

Swim School 2200' of 4" Gas Main Installation Cost Breakdown

Contractor Construction Cost (\$50.20 per foot cost)	\$157,460
Materials Cost	\$0
Total Construction and Material Cost	\$157,460.00
Minus Atmos Energy Franchise Allowance (\$100 per foot) paid by Atmos -	\$7,157.00
Total Customer Cost paid directly to Atmos	\$150,303.00

Exhibit D

Legal Descriptions for Main Property Owner

**Property ID# 173555 owned by Craig B. Chapman
as Trustee of the C.B.C Chapman Trust dated August 1, 2000**

A0082A W.D. BEALL, TR 2A(PT),3A(PT), 5.638 ACRES

TRACT ONE

BEING SITUATED IN THE W.D. BEAL SURVEY ABSTRACT NO. 82, DENTON COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN CALLED 12.076 ACRES AS DESCRIBED IN A DEED TO JOHN S. FOGARTY OF RECORD IN VOLUME 453, PAGE 369, DEED RECORDS, OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND IN THE WEST LINE OF SAID BEAL SURVEY, COMMON TO THE EAST LINE OF THE THOMAS KELLY SURVEY, ABSTRACT NO. 704, AT SOUTHWEST CORNER OF SAID FOGARTY TRACT.

THENCE SOUTH 83° 16' 50" WEST ALONG AND NEAR AN OLD FENCE LINE A DISTANCE OF 1101.55 FEET TO AN IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF THE NEW U.S. HIGHWAY NO. 377, AND BEING IN A CURVE TO THE LEFT AND HAVING A RADIUS OF 3771.20 AND A CENTRAL ANGLE OF 50° 38' 20";

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CURVING RIGHT-OF-WAY LINE OF SAID HIGHWAY, AN ARC DISTANCE OF 371.16 FEET TO AN IRON ROD SET FOR CORNER;

THENCE NORTH 84° 00' EAST A DISTANCE OF 718.08 FEET TO AN IRON ROD SET FOR CORNER;

THENCE NORTH 17° 13' EAST A DISTANCE OF 156.33 FEET TO AN IRON ROD SET FOR CORNER IN THE SOUTH LINE OF A 60' WIDE COUNTY ROAD;

THENCE SOUTH 46° 46' 01" EAST ALONG THE SOUTH LINE OF SAID ROAD A DISTANCE OF 188 FEET TO AN IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 310.0 FEET AND A CENTRAL ANGLE OF 02° 12' 37";

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID ROAD, AND ARC DISTANCE OF 11.96 FEET TO AN IRON ROD FOUND FOR CORNER, AND ALSO BEING IN THE COMMONS LINE OF SAID SURVEYS;

THENCE SOUTH 00° 16' 35" EAST ALONG SAID COMMON LINE A DISTANCE OF 279.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 7.024 ACRES OF LAND;

AND AS SET FORTH IN THE PLAT ATTACHED ON THE NEXT PAGE:

Property ID# 67971 owned by Bobcat 377, LLC

A0082A W.D. BEALL, TR 2(PT),3(PT), 5.224 ACRES, OLD DCAD TR #1A

TRACT 1:

DESCRIPTION, of a 5.222 acre tract of land situated in the Walter D. Beall Survey, Abstract No. 82, City of Roanoke, Denton Texas; said tract being a part of that tract of land described as Tract Two in Quitclaim Deed to Marjorie J. Chapman recorded in Document Number 94-R0028155 of the Deed Records of Denton County, Texas, and more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the northeast corner of said Tract Two; said point being the most northerly northwest corner of that tract of land described as Tract One in Quitclaim Deed to C.B.C. Chapman Trust recorded in Volume 4680, Page 1698 of the Deed Records of Denton County, Texas; said point being in the southwest right-of-way line of Schooling Road (a 60-foot wide right-of-way);

THENCE, South 17 degrees, 14 minutes, 49 seconds West, departing the said southwest line of Schooling Road and with the southeast line of Tract Two and a northwest line of Tract One, a distance of 156.33 feet to a 1/2-inch iron rod found for corner;

THENCE, South 84 degrees, 01 minutes, 49 seconds West, continuing with the southeast line of Tract Two and a northwest line of Tract One, a distance of 215.62 feet to a 5/8-inch iron rod with "JACOBS" cap found for corner; said point being in the north right-of-way line of Bobcat Boulevard (a 90-foot wide right-of-way);

THENCE, North 89 degrees, 06 minutes, 47 seconds West, with the said north line of Bobcat Boulevard, a distance of 173.14 feet to a 5/8-inch iron rod with "JACOBS" cap found for corner at the beginning of a tangent curve to the right;

THENCE, with said curve to the right, having a central angle of 24 degrees, 18 minutes, 29 seconds, a radius of 655.00 feet, a chord bearing and distance of North 76 degrees, 57 minutes, 33 seconds West, 275.81 feet, an arc distance of 277.89 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner in the west line of said Tract Two and the beginning of a non-tangent curve to the left; said point being in the east right-of-way line of U.S. Highway No. 377 (a variable width right-of-way);

THENCE, with the said west line of Tract Two and the said east line of U.S. Highway No. 377, with said curve to the left, having a central angle of 03 degrees, 44 minutes, 57 seconds, a radius of 3899.83 feet, a chord bearing and distance of North 23 degrees, 28 minutes, 14 seconds East, 255.14 feet, an arc distance of 255.18 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner at the end of said curve; said point being in a southeast line of that tract of land described as Tract No. F-514 in Judgment on Declaration of Taking Number 2 recorded in Volume 373, Page 253 of said Deed Records; said point being the east right-of-way line of U.S. Highway No. 377 as described in Easement for Right of Way to the State of Texas recorded in Volume 422, Page 128 of said Deed Records;

THENCE, continuing with the said west line of Tract Two and the departing the said east line of U.S. Highway No. 377, North 36 degrees, 17 minutes, 27 seconds East, a distance of 210.33 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the northwest corner of said Tract Two; said point being in the said southeast line of Schooling Road;

THENCE, in a southeasterly direction, with the northeast line of said Tract Two and the said southeast line of Schooling Road the following three (3) calls:

South 89 degrees, 11 minutes, 10 seconds East, a distance of 64.04 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner at the beginning of a tangent curve to the right;

With said curve to the right, having a central angle of 42 degrees, 06 minutes, 42 seconds, a radius of 256.59 feet, a chord bearing and distance of South 68 degrees, 07 minutes, 49 seconds East, 184.37 feet, an arc distance of 188.59 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner;

South 46 degrees, 44 minutes, 12 seconds East, a distance of 331.45 feet to the POINT OF BEGINNING, CONTAINING: 227,469 square feet or 5.222 acres of land, more or less.

TRACT 2:

DESCRIPTION, of a 7,400 square foot (0.170 acre) tract of land situated in the Walter D. Beall Survey, Abstract No. 82, City of Roanoke, Denton Texas; said tract being all of that tract of land described as Tract Three in Quitclaim Deed to Marjorie J. Chapman recorded in Document Number 94-R0028155 of the Deed Records of Denton County, Texas, and more particularly described as follows:

BEGINNING a Corps of Engineers monument with brass disc stamped "F-13, 63" found at the north corner of said Tract Three; said point being in a southeast line of that tract of land described as Tract No. F-514 in Judgment on Declaration of Taking Number 2 recorded in Volume 373, Page 253 of said Deed Records; said point being the most southerly southwest corner of that tract of land described in Quit Claim Deed to the United States of America recorded in Volume 398, Page 107 of said Deed Records;

THENCE, South 46 degrees, 21 minutes, 18 seconds East, with the northeast line of Tract Three, a distance of 121.00 feet to a Corps of Engineers monument with brass disc stamped "TRACT F517-2, 1963" found for corner;

THENCE, South 46 degrees, 40 minutes, 25 seconds East, continuing with the northeast line of Tract Three, a distance of 95.18 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the east corner of Tract Three and the beginning of a non-tangent curve to the left; said point being in the northeast right-of-way line of Schooling Road (a 60-foot wide right-of-way);

THENCE, with the southwest line of Tract Three and the said northeast line of Schooling Road, with said curve to the left, having a central angle of 37 degrees, 54 minutes, 07 seconds, a radius of 316.59 feet, a chord bearing and distance of North 70 degrees, 14

minutes, 07 seconds West, 205.63 feet, an arc distance of 209.43 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner at the end of said curve;

THENCE, North 89 degrees, 11 minutes, 10 seconds West, a distance of 21.28 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the southwest corner of Tract Three; said point being the said east line of said Tract No. F-514;

THENCE, North 36 degrees, 17 minutes, 27 seconds East, with the west line of Tract Three and the said east line of Tract No. F-514, a distance of 97.99 feet to the POINT OF BEGINNING, CONTAINING: 7,400 square feet or 0.170 acre of land, more or less.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Construction Manager Agent

MEETING DATE: October 22, 2024

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval, authorizing the City Manager/Administration to enter into negotiations with Gallagher Construction Company to serve as the Construction Manager Agent for potential construction projects.

INFORMATION:

City staff would like to negotiate construction management services - similar to other previous large city projects, regarding the proposed parking garage construction project. At this time, we do not have a funding source identified for the construction or a timeline, however, the design of the garage is underway. Therefore, the timing is appropriate to get the construction manager on board to finalize plans before the bidding process begins once funds have been identified for this project.

STAFF RECOMMENDATION:

Recommend Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

TBD

ATTACHMENTS:

1. Gallagher Construction Company Information

About Us

Founded in 1968, Gallagher serves a growing clientèle including independent school districts, municipalities, higher education districts and other government agencies, many of who return to us for new projects year after year.

At Gallagher, we are proud of our hard-earned extensive reputation for responsiveness, objectivity and effectiveness. Gallagher represents you and only you, from project inception through the warranty period. You can rely on day-to-day, on-site management by company principals, proactive communication and reporting, and our long-standing reputation for honesty and integrity with all of our vendors, which is second to none.

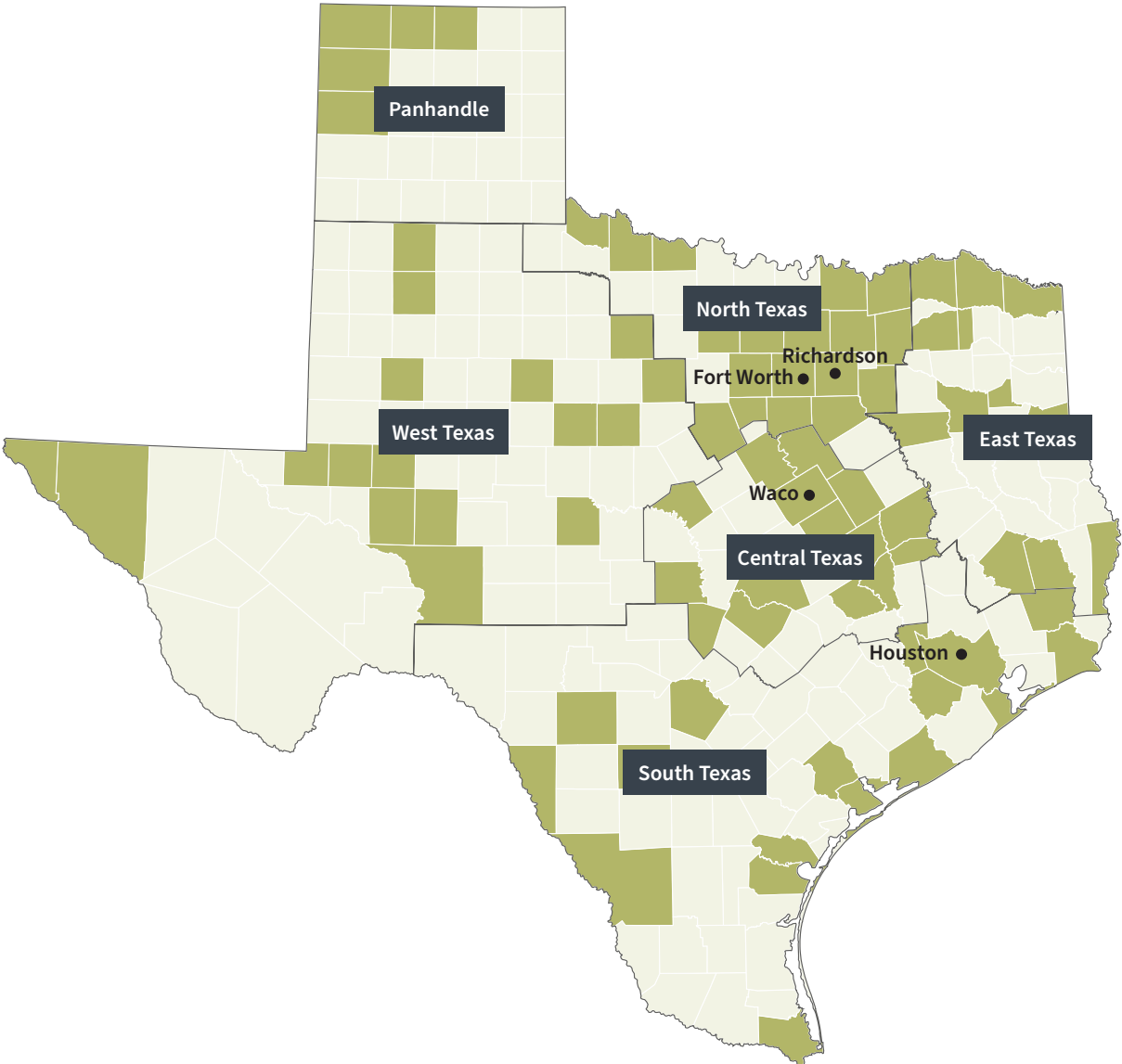
gallaghertx.com

180+
TEAM MEMBERS

56
YEARS IN BUSINESS

4+
BILLION \$ IN COMPLETED PROJECTS
SINCE 1992

3.8+
BILLION \$ IN CURRENT PROJECTS





Sabine Pass ISD, Transportation Center/Parking Garage



Charleston Airport Parking Garage *Services provided by parent company, Cumming Group

Firm Information

Gallagher Construction Company, LP

Office Locations:

- Richardson, TX (Headquarters)
 - (972) 633-0564
- Houston, TX
- Waco, TX
- Fort Worth, TX

Gallagher is wholly owned subsidiary of Cumming Group, a renowned industry leader in project management, cost management, and owner advocacy. As part of the Cumming team, Gallagher benefits from the extensive resources, expertise, and global network of its parent company. This affiliation strengthens our capabilities and enables us to provide an even broader range of services tailored to our clients' needs. Together, Cumming Group and Gallagher offer a comprehensive suite of solutions, combining deep industry knowledge with unrivaled project management expertise to drive successful outcomes for our clients worldwide.

Our extensive understanding and first-hand experience with all delivery methods for construction brings a unique advantage to the Owner as a construction-manager agent. We take our fiduciary responsibility very seriously and

understand the importance of transparency, cost control, constructibility reviews and construction schedules.

Gallagher's philosophy is to build successful, long-lasting relationships with our clients. Our philosophy is upheld by delivering the best service possible through transparency, understanding, thorough planning, skillful execution, and warranty follow through. We are very proud of our track record and the relationships we have built over the years and continue to maintain.

Contacts

Brian Nicholson, Senior Director, Project Manager
254.709.9438
brian.nicholson@cumming-group.com

Greg Smith, Director of Business Development
281.796.6866
Greg.Smith@gallaghertx.com

Derek Brown, Director of Cost Management
615.390.7706
derek.brown@cumming-group.com



California Avenue Parking *Services provided by parent company, Cumming Group

General Company History & Qualifications

As a Cumming Group Company, Gallagher is currently overseeing the construction (in various stages), of 116 individual projects in Texas alone. Through The Cumming Group, we are also able to support clients and projects beyond this region as needed through our network of more than 2,200 team members and 50 offices in the U.S. and across Europe. This sharing of resources allows Gallagher and The Cumming Group to work seamlessly to deliver services, knowledge, and resources to any location required by our clients.

Gallagher has been managing the construction of public and governmental agencies as either Program Manager or Construction Manager for over 56 years. Most of the entities for which we work are long-standing relationships. Upholding the value of relationships first and foremost is what has kept us in business over the last half-century.

Our extensive understanding and first-hand experience with all delivery methods bring a unique advantage to the City of Roanoke as a Construction Manager-Agent. We take our fiduciary responsibility seriously and understand the importance of transparency, cost control, constructibility reviews and construction schedules. Our extensive experience and expertise would allow for a true, successful partnership with the City of Roanoke for years to come.

Gallagher provides a variety of professional services, including, but not limited to:

Bond Planning:

- Informational Materials (flyers, mailers, signs, etc.)
- Website Development
- Videography
- Social Media Posts
- Political Action Committee
- Voter Data Management
- Town Hall Meetings
- Community Engagement
- Strategic Messaging
- Post-bond meetings

Planning and Evaluation Phase:

- Perform facility assessments
- Capacity studies
- Review existing facility assessments
- Assist with the procurement of Engineer/Architects, etc.
- Bond/Community awareness planning
- Master general planning
- Master budget development and tracking
- Assist with inflationary projections
- Community involvement for project support and awareness
- Master schedule development and updating

Pre-Construction Process:

- Develop and apply management techniques to meet goals of Owner
- Perform estimate based on preliminary drawings
- Continually review, design and upgrade cost estimate
- Develop cost comparison
- Develop and update master completion schedules for all components of the project
- Develop safety programs and policies
- Develop strategy to maximize economies of scale and trade considerations
- Develop bidder interest (activate bidder phone bank and survey the market)
- Pre-qualify bidders
- Develop bid schedules
- Coordinate bid openings
- Write all bid documents
- Advertise project in all applicable markets
- Prepare all necessary addenda
- Tabulate bids and assist Owner on bid days
- Prepare bid analysis
- Make recommendations for awarding contracts
- Conduct pre-award conferences
- Prepare contract documents for Owner's approval
- Advise Owner of the acceptability of vendor and material

Construction Process:

- Full-time project supervision
- Temporary toilet facilities
- Administrative personnel
- Office equipment
- Field offices
- Temporary fire protection
- Temporary safety devices
- Miscellaneous expediting of materials and supplies
- Vehicles and miscellaneous construction equipment
- Transmit and distribute shop drawings
- On-site administration
- Coordinate and conduct all project meetings
- Prepare all project meeting minutes
- Develop and maintain Project Master Schedule
- Monitor and recommend action on non-compliance
- Perform complete project accounting
- Prepare and process all pay requests
- Develop a procedure to minimize change orders
- Review and prepare all change orders
- Negotiate on Owner's behalf all change order costs
- Implement all approved change orders
- Develop, maintain and implement safety program
- Assist Owner in obtaining permits
- Coordinate all other necessary professional services (labs, surveyors, etc.)
- Develop procedure to monitor and report project construction quality
- Coordinate contract interpretations
- Coordinate and assist in resolving construction problems
- Receive and monitor insurance certificates
- Receive and monitor payment/performance bonds from contractors
- Coordinate and review shop drawings
- Coordinate and review all other submittals
- Develop and maintain shop drawing approval process
- Develop and maintain Daily Project Log (containing weather conditions, number of workers, problems, etc.)
- Maintain project records of all construction documents (specifications, change orders, product date, etc.)
- Prepare monthly progress reports
- Attend board meetings as required
- Present status reports to board
- Coordinate and attend other community meetings
- Arrange for delivery, storage and protection of Owner's material and equipment

Close-out Services:

- Coordinate and conduct equipment checkout with Owner personnel and architect
- Determine readiness:
 - Utilities
 - Systems
 - Equipment
- Conduct start-up and testing
- Prepare written punch list; Supervise and monitor punch list action
- Prepare Certificate of Substantial Completion and Project Compliance
- Conduct a re-inspection of the punch list
- Coordinate correction process
- Notify all parties of final inspection
- Receive and deliver all guarantees
- Receive and deliver all affidavits
- Receive and deliver all releases
- Receive and deliver all bonds
- Receive and deliver all waivers
- Deliver all keys, manuals, record drawings and maintenance stocks to Owner
- Prepare Certificate of Substantial Completion and Project Compliance
- Set up warranty system for Owner's use
- Compile and organize all contractor closeout documents
- Coordinate and monitor contractor warranties for one (1) year after the date of Substantial Completion

Gallagher's
relationship-based
approach focuses
on teamwork,
transparency, and
guiding you every
step of the way.

Management and Organizational Approach

The management of the projects for the City of Roanoke would include our Estimating Team, Project Manager, Assistant Project Manager, Safety Coordinator, MEP Coordinator, and an on-site construction supervisor(s). The team may be modified based on the needs and best interests of the Owner.

The following items will highlight some of the more unique items about Gallagher:

Budgeting and Cost Management

As a Construction Manager-Agent, we are involved with your program from its inception. As previously noted, we provide facility assessments, capacity analysis, and general master planning to help guide the owner through the initial stages. If those items have already been provided, or if you are currently working with an architect, engineer or a third party to provide those services, we work closely with them to help develop budgets, phasing schedules, and construction schedules.

The Cumming Group has built its international reputation around an insurmountable performance in cost estimating and cost management services. World renowned projects such as the Sphere in Las Vegas, the Titan Stadium in Nashville, TN and the over \$2.4B complex by M.D. Anderson in Houston are among the hundreds of successful projects through our cost estimating and cost management services.

Our local estimators in Texas have successfully estimated and managed costs for projects in and around Denton County. In collaboration between team members in other parts of the country, we are a seamless team that fully integrates local, real-time knowledge and expertise with specific market sector and project specialization.

Our budgets are all-inclusive of costs and allowances, so you have a full picture of potential outlay. Items such as FF&E (Furniture, Fixtures & Equipment), inspections, permitting, engineer and architect fees, asbestos abatement (if applicable), printing, and other items that are not directly related to the brick and mortar, but are mandatory expenses. You've noticed the word "transparency" throughout this document. We want you to be aware of all potential costs, to minimize change order fees or keep from using alternate financial resources to cover those otherwise, unanticipated costs.

This is done in the following steps:

Estimates:

An estimate will immediately take place to evaluate the approximate cost of the facilities. All of our estimates are prepared in a transparent method with not only the estimated cost but the backup information on how we developed the costs made available to both the Owner and Design Firm. This will give everyone a full understanding of how the costs were developed as well as allowing the Design firm to evaluate our information to ensure that some of our conceptual assumptions are not inaccurate. This process normally allows a dialogue to develop about the building systems and components between all parties inevitably ensuring the Owner is getting the facility that they desire which is the ultimate goal of Gallagher.

Constructibility Reviews:

Gallagher will perform constructibility reviews throughout the pre-construction process. These reviews can range from the installation time, life cycle costs, and level of difficulty and efficiency of the specified material or system.

All of these options are very important to the long-term functionality of the project as well as the ability to complete the project within the desired schedule. Items such as laying the CMU directly on the grade beam may allow a large area to be dried in resulting in an early area of the facility being in a state to stage long lead time items. We view this process as "making your own luck" in lieu of being hostage to a specialty carpet manufacturer who is out of State, for example.

Final Review of the Completed Documents:

Once the documents are ready to go "on the street" for the Trade Contractors, Gallagher will review the documents one final time for the items mentioned above as well as proper coordination. Developing a set of documents for a project of this magnitude is no small undertaking for the Design Group and it never hurts to have a double-check done to review for potential issues.

Gallagher has a full-time employee who coordinates all structural items and another full-time employee who coordinates all mechanical, electrical, and plumbing items for our firm. Any item that can be identified on paper in lieu of in the field when the project is under construction can pay huge dividends to the Owner in minimizing unanticipated costs.

Bid Package Preparation:

Gallagher will prepare detailed and descriptive bid packages based on the completed plans and specifications that will be issued to all potential Trade Contractors for preparation of their bids. These packages identify the exact scope of work, their bids. These packages identify the exact scope of work, the required manpower, the required resources, and the scheduling information that each Trade Contractor will be required to achieve throughout the project; again “making our own luck”. This creates a much fairer bidding process for all potential bidders and a much more competitive bid situation resulting in better pricing for the Owner.

Bidder Solicitation:

Gallagher will notify all bidders who historically bid on our projects of this type, size and geographic location, of the project in an attempt to procure a large amount of Trade Contractor bids for the project. Any contractor with whom we have not worked with and who would like to bid on the project will be given the bid documents as well, after an initial discussion to ensure they are familiar with the project requirements and can adequately meet them. We do not do this in order to eliminate bidders we do not know; we do this to ensure them the fairest chance possible with all the known requirements identified for them previous to submitting a bid.

Total Cost Phase:

Once the bids are received, Gallagher will interview each potential contracted Trade Contractor in an effort to ensure they are able to construct the project in the manner Gallagher deems necessary to meet the Owner’s requirements. Scopes of work will be reviewed from the exact requirements outlined in the bid packages, references, and their project team will be interviewed to ensure their capabilities and compatibility with the Gallagher team. After this is complete, Gallagher will meet with the Owner and the Design team to review the itemized GMP in total.

Safety:

Gallagher is committed to a safe workplace. Gallagher has never been cited by OSHA nor do we have any other type of safety violation. We review and ensure our projects meet OSHA 1926 CFR requirements. Gallagher is to coordinate all Safety, TAS, and SWPPP activities.

Gallagher’s safety record is impeccable. We do NOT sacrifice safety for quality on any project. Gallagher regards safety as extremely important and requires the same regard from all subcontractors.

Gallagher has adopted an extensive safety program that

outlines what expectations are to be met by all parties involved on the project. Each contractor is required to provide a Competent Person, as required by OSHA, and a Safety Plan. If the contractor does not do so, they are required to and contractually bound to adhere to Gallagher’s safety program. In addition, all jobsite employees have a 10 hour OSHA training course.

In order to continue to comply with OSHA safety, Gallagher conducts weekly safety/training meetings to keep safety awareness first and foremost on the subcontractor’s agenda. Gallagher continues to encourage the subcontractors to enforce their safety plans and assists in any way we can to avoid accidents and injuries. Awareness in the workplace and enforcement of safety rules has proven to reduce accidents on the job.

This in no way represents all responsibilities of the safety director but creates a cohesive work environment for all contractors and Gallagher staff in regard to safety and environmental requirements for SWPPP, etc.

Scheduling:

Begins with Gallagher’s selection and will initially be built around milestone dates; design phase presentations, bid document completions, publication and bid dates and substantial completion. Bond Sale and Receipt of Funds are often overlooked as a scheduling component. The Design and Contract Document schedule is expanded and includes start dates, progress meetings, estimating, Owner review and presentations to the Trustees for approval to move into the next phase. Scheduling results from constructibility reviews of the documents. The adjustment of a few minor plan details (i.e. allowing the concrete masonry units to rest on the grade beams in lieu of the slab) can result in a significant savings of time for the project. Schedules are reviewed and developed exploring things such as areas allowing the most trades to work and areas that are needed for storage of long lead time materials.

Warranty:

Gallagher has developed a system that lets the Owner submit warranty issues directly to our website resulting in an instantaneous response. The MEP coordinator will handle the warranty issues due to his familiarity with the facility and ability to troubleshoot the systems he administered quality control over during the construction phase.

Once an item has been completed it will be closed out on the warranty system sending an email back to the Owner verifying that the item is complete.

City of Coppel

Gallagher has worked for The City of Coppel as a Program Manager for nearly 2 decades. We have completed several projects including fire stations, safety park and most recently a Performing Arts Center.

The 32,400-square-foot Performing Arts Center includes a 440-seat acoustic hall, a flexible theater, an event space, an art studio, and an art gallery, serving as a cultural hub for performances and exhibitions.

The 9,000-square-foot Fire Station #4 features three bays, living quarters, offices, gear storage, a storm shelter, and a decontamination room. Designed with advanced communication systems and sustainable practices, it ensures firefighter safety and enhances community well-being.



City of Talty

Gallagher provided construction manager-agent services for the City of Talty's new Municipal Facility, spanning 9,000 sq. ft. The building serves three of the city's departments: Court, City, and Police. The facility includes a lobby, a large community room for both private and public use, city offices, a conference room, a records room, restrooms, locker rooms, showers, a police department, evidence lockers, and a squad room.



Hotel 1928*

In the heart of Waco, TX, sits the Hotel 1928, an inspired hospitality experience designed and developed by Chip and Joanna Gaines, and transformative hospitality company AJ Capital Partners. The Cumming Group has completed several hospitality and convention-related projects for AJ Capital Partners for several years throughout the country. Hotel 1928 offers 33 guest rooms, three food and beverage outlets, over 6,600 square feet of event space, along with a rooftop terrace.

**Services provided by parent company, Cumming Group*



References

James Stroman

City Administrator, City of Talty
jstroman.tx@gmail.com
(469) 285-1582

Mike Land

City Manager, City of Coppell
mland@coppelltx.gov
(469) 964-5440

Dr. Jason Cochran

Superintendent, Krum ISD
jason.cochran@krumisd.net
(940) 577-5825

Dr. James Hill

Superintendent, Ponder ISD
jhill@ponderisd.net
(940) 479-8200



Marriot, Savannah GA, *Services provided by parent company, Cumming Group



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: CCPD Board Appointments - 2024

MEETING DATE: October 22, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint four (4) members to the Crime Control and Prevention District board for a term ending September 2026.

INFORMATION:

LOCAL GOVERNMENT CODE TITLE 11. PUBLIC SAFETY SUBTITLE C.
CHAPTER 363. CRIME CONTROL AND PREVENTION DISTRICTS
SUBCHAPTER C. DISTRICT ADMINISTRATION

Sec. 363.101. BOARD OF DIRECTORS. (a) A district is governed by a board of seven directors appointed in the same manner as provided for the selection of temporary directors under Section [363.052\(a\)](#).

sec. 363.052. TEMPORARY BOARD. (a) Not later than the 60th day after the date a district is proposed to be created by a governing body, the governing body shall appoint seven persons that reside in the proposed district to serve as temporary directors of the district.

(b) Not later than the 75th day after the date the district is proposed, the temporary board shall organize. The directors of the temporary board shall elect one of the directors as presiding officer of the board not later than the 15th day after the date of the appointments under Subsection (a).

(c) A temporary director who is not serving as presiding officer may designate another person to serve in the director's place.



AGENDA ITEM

(d) The governing body shall fill a vacancy in the office of a temporary director in the same manner that it originally filled the vacant position.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

Sec. 363.102. FILING OF OFFICER'S BOND. (a) Before assuming the duties of the office, each director or officer, including a person designated under Section [363.101\(c\)](#), must execute a bond for \$5,000 payable to the district, conditioned on the faithful performance of the person's duties as director or officer.

The four (4) expiring members are currently bonded through 2025.

- Sean Turner (Ward 1)
- Ernie Adams (Ward 2)
- Werner Rindfleisch (Ward 2)
- Deborah Brundage (Ward 3)

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Parks & Rec Board Appointment - 2024

MEETING DATE: October 22, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint one (1) member to the Parks and Recreation board for a term ending October 2026.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Parks Board Application - Ryan Johnson
2. Parks Board Application - Bryan Beck
3. Parks Board Application - Jonathan Ackmann

Ward 3

Parks Board

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

Meeting Time, Day and Location *

6:30 PM

Third (3rd) Thursday of each month

Roanoke Parks & Recreation Administration Building

108 S. Oak Street

Roanoke, TX 76262

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

Do you agree to the attendance requirements? *

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

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

☒ Yes☐ No

Applicant First & Last Name *

Ryan Johnson

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 *

You can obtain your VUID from the [Denton County Elections Administration](#) website.

Occupation *

Physician Assistant

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

Previously worked as a physical education teacher as well as athletic trainer. Experienced with benefits of parks and recreational activities in a community setting.

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

See above

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

Volunteered performing school physicals for high school athletes at various local high schools.

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

Ward 3

Parks Board

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

Meeting Time, Day and Location *

6:30 PM

Third (3rd) Thursday of each month

Roanoke Parks & Recreation Administration Building

108 S. Oak Street

Roanoke, TX 76262

☒ Available to attend on specified day and time

☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

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

☒ Yes

☐ No

Applicant First & Last Name *

Bryan Beck

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

6.5 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

You can obtain your VUID from the [Denton County Elections Administration](#) website.

Occupation *

Retired

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

20 plus years in management budgeting and maintaining programs and training

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

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

Scoutmaster Troop 771, President-Northwest Band Boosters

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

Ward 2

Parks Board

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

Meeting Time, Day and Location *

6:30 PM
Third (3rd) Thursday of each month
Roanoke Parks & Recreation Administration Building
108 S. Oak Street
Roanoke, TX 76262

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

Do you agree to the attendance requirements? *

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

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

- ☒ Yes
- ☐ No

Applicant First & Last Name *

Jonathan Ackmann

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

6 years, 8 months

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

You can obtain your VUID from the [Denton County Elections Administration](#) website.

Occupation *

Software Engineer

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

I have attended Parks Board meetings for the better part of a year. I actively use a lot of Roanoke's Parks and Recreation resources and I am fairly knowledgeable about many of the offerings. I play basketball at the rec center several times a week, I routinely walk and bike around the trail system, and I frequently go to the parks (mostly Cannon Parkway Park and the skate park). In the past year, I have offered public input to improve the Roanoke trail systems, the rec center, and Al Slaughter Park.

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

I have researched different strategies that other towns have used for successful pedestrian and biking infrastructure. I have also researched what comparable nearby towns have for rec center offerings to try to get good ideas from other areas

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

I ran two recreation clubs in high school: chess club and ping pong club. I have also volunteered to clean computers up through my job. I have taught kids how to play chess at the Golden Triangle Fort Worth Public Library chess club.

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

☒ Yes

☐ No

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

Google Forms



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant Request: Joey and Jacob Hawkins of Hawk 3 Construction - 613 N Walnut St

MEETING DATE: October 22, 2024

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action on approval of a façade grant application from Joey and Jacob Hawkins of Hawk 3 Construction located at 613 N Walnut St, Roanoke, TX.

INFORMATION:

A façade grant application was received and reviewed by staff for improvements to the subject property for the amount of \$15,000. The estimated total project cost is \$35,000. The project consists of the installation of a metal beam patio on the north side of the building facing Byron Nelson Blvd.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program and have already met the appropriate permitting guidelines. Exterior improvements such as patio or outdoor features increases the adaptability and use of the property in the future.

SPECIAL CONSIDERATION:

The City Council approved funding in the amount of \$75,0000 for the Façade Grant Program for the 2024-2025 fiscal year.

FINANCIAL CONSIDERATION:

Four façade grant applications, totaling \$43,423.44, will be considered at the October 22nd council meeting. If this project is approved, the remaining balance is \$60,000. If all projects considered are approved, the remaining funds for future projects is \$31,576.12.

ATTACHMENTS:

1. 613 N Walnut St_Hawk3 - Facade Grant Application



AGENDA ITEM



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Joey and Jacob Hawkins
2. Name of Business: Hawk 3 Construction
3. Mailing Address of Applicant: 613 N Walnut St
4. Project Address: 613 N Walnut St, Roanoke, Tx
5. Does the applicant own the building? _____ Yes X No

(If the answer to #5 is no, please provide a letter from the building owner declaring approval of the project.)

6. Estimated Project Cost: \$ 35,000

(Attach a detailed cost breakdown supported by one or more quotes from recognized contractors or suppliers with a written description of work to be completed. Include photo of the site to be improved and a sketch or photos of planned improvements.)

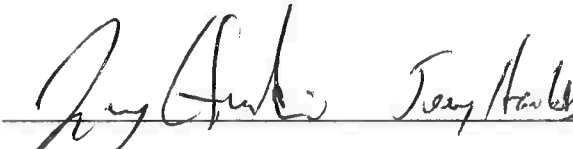
7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$ 15,000
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)
8. Proposed project start date: 09/03/2024
9. Proposed project completion date: 09/17/2024
10. What is (are) the existing uses of the building? office
11. Will the proposed project result in a change of the use of the building?
Yes _____ No X If Yes, please explain the change _____

12. The following are attached to this application:

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

The undersigned applicant affirms that:

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

Applicant Signature:  Date: 8-23-24

Business Name: Hawk 3 Construction

Address: 613 N Walnut St

Roanoke TX 76262

Phone: (817)-683-0432



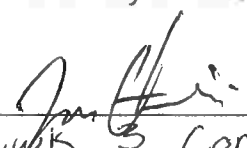
Landscape Maintenance Contract for Facade Grant Program Recipients

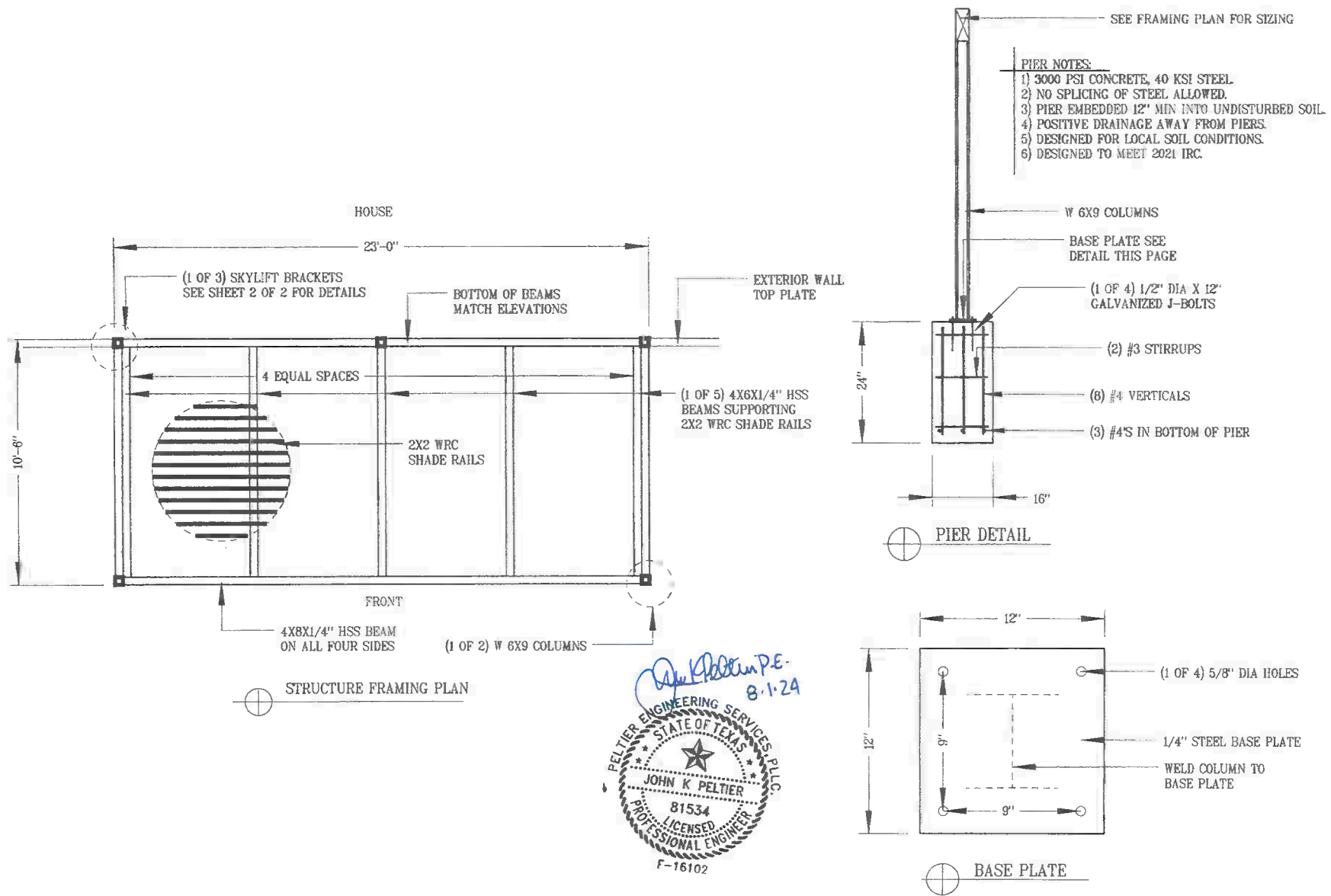
The undersigned grant recipient hereby agrees to the following terms and conditions of the matching grant award for use in landscaping materials.

(Name of Business) agrees to properly maintain all landscaping to the specifications of the City of Roanoke, which are summarized below.

- Provide proper hydration as needed to all trees, shrubs, flowers, vines, grasses and any plant material
- Provide proper fertilization to all of the above, regularly, as prescribed by individual plant requirements
- Provide proper general care of all landscaping on a regular schedule, including, if applicable, weekly mowing at recommended heights, edging, trimming, pruning, sucker removal, raking/leaf removal, transplanting, grooming, maintaining of espaliered shrubs and vines, deadheading as needed
- In case of plant failure, provide immediate removal, appropriate disposal and replacement in a timely manner
- Agree to purchase plant materials with warranty by retailer/supplier, if possible
- Agree to inspections from City on a regular basis to assure quality of landscaping improvement

The City of Roanoke shall not be liable for any loss or damage sustained on landscaping items. The grant recipient shall have the City of Roanoke whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court or attorney's fees.

Applicant Signature  Date 8/20/24
Name of Business Hawk S Construction
Address 613 N Walnut St Roanoke Tx 76262
Phone (817)-683-0432



ENGINEER	PELTIER ENGINEERING SERVICES 1705 WICKWOOD COURT ARGYLE, TEXAS 76226 817-223-6641
CONTRACTOR	IIAWK III CONSTRUCTION
PROJECT LOCATION	613 NORTH WALNUT ROANOK, TEXAS
DATE:	8/1/24
SCALE:	1/4" = 1'-0"
DRAWING:	1 OF 2

City Of Roanoke,
TX

ACCESSORY STRUCTURE PERMIT - ATTACHED STRUCTURE



#24-000602

Project Description: Construction of Attached Pergola

Issued on: 07/15/2024 at 8:36 AM by: Jessica Mulcahy

ADDRESS

Occupant
613 N Walnut St
Roanoke, TX 76262

LEGAL

O T Roanoke Blk 31 Lot
4
O T Roanoke Blk 31 Lot
4

PERMIT HOLDER

Jacob Hawkins
Hawk3 Construction
(940) 600-2202

COLLABORATORS

- Jacob Hawkins
Hawk3 Construction
(940) 600-2202

OWNERS

- Comm Ltd Gierisch

INFORMATION FIELDS

Original Application	Application.pdf
Approved Application	613 N Walnut acc structure app REVIEWED.pdf
Area Total	220
Stamped Plans	613 N Walnut acc structure plan REVIEWED.pdf, 613 N Walnut- Engineered Plans.pdf, 613 N Walnut acc plan REVIEWED.pdf, Pergola Plans.pdf

FEE	TOTAL	PAID	DUE
Accessory Structure Permit Fee - Attached	\$ 50.00	\$ 50.00	\$ 50.00
TOTALS	\$ 50.00	\$ 50.00	\$ 0.00

The granting of this permit does not presume to give authority to violate or cancel the provisions of City, State, or other local laws regulating construction or the performance of construction. All provisions, laws, and ordinances governing this type of work shall be complied with, whether specified or not and shall be enforced at any and all times.

ESTIMATE

Hawk 3 Construction
613 N Walnut St.
Roanoke, TX 76262
(817) 683-0432

Sales Representative
Jacob Hawkins
jacob@hawk3.com



office-patio
613 n walnut
Roanoke, TX 76262

Estimate #	1461
Date	8/20/2024

Item	Description	Qty	Price	Amount
Patio	23'x10'	1.00	\$35,000.00	\$35,000.00
Plans and permits	All necessary plans to file for all City of Trophy Club permits.	1.00	\$0.00	\$0.00

Sub Total	\$35,000.00
Total	\$35,000.00

SPECIAL INSTRUCTIONS

Upon acceptance of this quote a formal detailed contract will be emailed to you.

All change orders to be paid in full before work continues.

Spits or cracks found in wood post are not uncommon and usually found along the grain or knots due to shrinkage as wood dries and do not raise structural concerns. Any sap leakage will stop within a few months.

This estimate is good for 30 days and DOES NOT include ceiling fan or chandelier.

Hawk 3 Construction

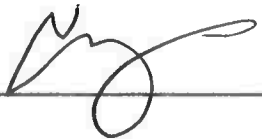
613 N Walnut St
Roanoke, Tx 76262
(817)-6830432

Office Patio

3 September 2024

OVERVIEW

We will be building a metal beam patio on the front of the office facing the street with sidewalk on the side of the building leading to the patio. Construction will begin beginning of september and approximately should only take two weeks.

Building Owner:  _____

Date: 8/23/2024

Renters: _____

Date: _____





AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant Request: Ryan Buck of Aromas on Oak - 400 S Oak St, Suite 140

MEETING DATE: October 22, 2024

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action on approval of a façade grant application for Ryan Buck of Aromas on Oak located at 400 S Oak St, Ste 140, Roanoke, TX.

INFORMATION:

A façade grant application was received and reviewed by staff for improvements to the subject property for the amount of \$5,486.11, which is 50% of the total project cost of \$10,972.22. The project included new signage designed to draw the attention of both pedestrians and drivers, as well as outdoor furniture which increases the coffee shop's seating capacity. The outdoor seating is not limited to paying customers, but is open to the community, which increases the experiential component of the shopping center.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program. The applicant and staff met prior to the completion of the application where they agreed to work with the property owner to create the outdoor seated space which is covered and available for use by the community year round.

SPECIAL CONSIDERATION:

The City Council approved funding in the amount of \$75,000 for the Façade Grant Program for the 2024-2025 fiscal year.

FINANCIAL CONSIDERATION:

Four façade grant applications, totaling \$43,423.44, will be considered at the October 22nd council meeting. If this project is approved, the remaining balance is \$69,513.89. If all projects considered are approved, the remaining funds for future projects is \$31,576.12.



AGENDA ITEM

ATTACHMENTS:

1. 400 S Oak Ste 140 - Aromas on Oak Facade Application
2. Aromas on Oak - Before and After Pictures



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Ryan Buck
2. Name of Business: Aromas On Oak
3. Mailing Address of Applicant: 400 South Oak St. Suite 140, Roanoke TX 76262
4. Project Address: 400 South Oak St. Suite 140, Roanoke TX 76262
5. Does the applicant own the building? Yes ☒ No

(If the answer to #5 is no, please provide a letter from the building owner declaring approval of the project.)

6. Estimated Project Cost: \$ 10972.22

(Attach a detailed cost breakdown supported by one or more quotes from recognized contractors or suppliers with a written description of work to be completed. Include photo of the site to be improved and a sketch or photos of planned improvements.)

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$ 5,486.11
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)

8. Proposed project start date: 6/12/2024

9. Proposed project completion date: 8/1/2024

10. What is (are) the existing uses of the building? Mixed Use

11. Will the proposed project result in a change of the use of the building?
Yes ☐ No ☒ If Yes, please explain the change

Façade Grant Program Application**12. The following are attached to this application:**

- | | |
|--------------|--|
| <u> X </u> | A written description of the proposed project |
| <u> X </u> | A drawing or rendering of the proposed project |
| <u> X </u> | A detailed cost breakdown of the proposed project |
| <u> X </u> | Quotes from contractors or suppliers |
| <u> X </u> | An approval letter from the building owner |

The undersigned applicant affirms that:

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

Applicant Signature: _____ Date: _____

Aromas On Oak

Business Name: _____

Address: 400 S Oak St Suite 140

Roanoke, TX 76262

Phone: 951-743-9210

Project Overview:

Enhancing Community Space and Visibility at Aromas On Oak

Introduction

Aromas On Oak, located at 400 S Oak St. Suite 140 in Roanoke, is a community-focused coffee shop owned by Ryan and Kirsten Buck. This grant application requests funding to help reimburse for the signage and outdoor furniture to enhance the shop's visibility and provide a comfortable gathering space for the community. These improvements aim to increase foot traffic, support local economic activity, and promote Roanoke as a vibrant, welcoming community. We look to continue investing into our space and community.

Project Details

Signage:

The proposed signage for Aromas On Oak is designed to be modern and visible, incorporating durable materials and energy-efficient lighting. This signage will serve as a landmark that enhances the shop's curb appeal and draws attention from both pedestrians and drivers.

Outdoor Furniture:

The outdoor furniture selection includes weather-resistant tables, chairs, and accessible seating options to accommodate all visitors. This furniture will expand the coffee shop's seating capacity, facilitating outdoor dining and social interactions, which are particularly valuable for community engagement. They are not limited to just coffee shop patrons but all in the community

Benefits to the Community and Local Economy

Community Engagement:

Improved outdoor spaces will allow for more community events and gatherings, fostering social cohesion and offering a venue for local artists and groups.

Economic Impact:

By increasing the attractiveness of the coffee shop, the project is expected to draw more visitors to the area, benefiting neighboring businesses and boosting local commerce through increased spending.

Aesthetic Considerations:

The enhancements will contribute to the aesthetic appeal of the neighborhood and increase foot traffic and curb-appeal of the building

Conclusion

In summary, the proposed enhancements to Aromas On Oak—including new signage and outdoor furniture—are strategic investments in the infrastructure of our coffee shop that will significantly benefit the Roanoke community. These improvements are designed to boost visibility, enhance comfort, and promote social interaction, aligning with the city's goals to foster vibrant community spaces and stimulate economic development. We appreciate the consideration of our application and are committed to leveraging this opportunity to further contribute to the cultural and economic vitality of Roanoke.



2400 Westport Parkway
Ste 900
Fort Worth, TX 76177
(817) 439-1170

PAID
IN
FULL

INVOICE
388-109133

fastsigns.com/388
TECL#18501

Completed Date: 6/12/2024
Payment Due Date: 6/12/2024

Created Date: 5/15/2024

DESCRIPTION: Building Signage

Bill To: Aromas On Oak, LLC
4320 Swallow Dr.
Roanoke, TX 76262
US

Ordered By: Ryan Buck
Email: coffees@aromasonoak.com
Cell Phone: (951) 743-9210

Salesperson: Sam Leopard
Entered By: Farrah Starnes

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	CHANNEL LETTERS Channel letters on a wireway 13" letters with a 24" logo	1	\$4,095.00	\$4,095.00	\$4,095.00
1.1	Channel Letters - Part Qty: 1 - Retail Price: \$0.00				
2	Remove / Install Remove and dispose of existing sign. Install of new with connection to EXISITING dedicated 120 volt 20 amp dedicated sign circuit. PROJECT COMPLETE 06/12/2024 (ADV. B&R)	1	\$1,350.00	\$1,350.00	\$1,350.00
2.1	FASTSIGNS Installation -				
3	Permitting City permit acquisition and permit fees. PERMIT 24-000696 \$216.82	1	\$385.00	\$0.00	\$385.00
3.1	Permit -				

Subtotal:	\$5,830.00
Taxable Amount:	\$5,445.00
Taxes:	\$449.22
Grand Total:	\$6,279.22
Amount Paid:	\$6,279.22
BALANCE DUE:	\$0.00

TRANSACTIONS		
Date	Type	Amount
5/15/2024	MasterCard (Online) - 5727	\$3,139.61
6/12/2024	MasterCard (Online) - 5727	\$3,139.61

Thank you for your business.
This FASTSIGNS location is independently owned and operated.

Order Summary

Delivery: Wednesday, 6/19/2024 8am - 6pm

Reschedule your delivery at <https://www.livingspaces.com/changedelivery>

Track your delivery at <https://www.livingspaces.com/track-delivery>

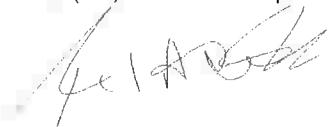
Type	Product	Care Free	Description	Price	Qty	Total
Outdoor Drop Off (No Signature)	253581	N	CAPRI OUTDOOR DAYBED	\$1,295.00	1	\$1,295.00
Outdoor Drop Off (No Signature)	327951	N	MONACO TAUPE OUTDOOR 3 PIECE CONVERSATION SET	\$295.00	1	\$295.00
			ONORDER			
Outdoor Drop Off (No Signature)	327951	N	MONACO TAUPE OUTDOOR 3 PIECE CONVERSATION SET	\$295.00	1	\$295.00
			ONORDER			
MASTERCARD *****5727				Amount Paid:	\$2,040.51	Sub Total
						Sales Tax
						Total
						\$1,885.00
						\$155.51
						\$2,040.51

I have read and understand the Living Spaces terms and conditions. Title to the goods purchased passes directly from the seller to the buyer at the seller's shipping dock prior to delivery/shipment.

Customer Signature:

5/14/2024

(951)743-9210 - By checking the 'Yes' box and providing my signature below I agree to receive autodialed texts and prerecorded 'call me about' messages scheduling my delivery and regarding my store experience. I understand Living Spaces may send multiple messages to the cell phone number provided above. Standard text message and data rates apply. Not all carriers covered. Text STOP to (714) 266-6760 (a confirmation text will be sent) or call 1-877-266-7300 to opt out. Text HELP to (714) 266-6760 for help.





LIVING SPACES

8640 Tehama Ridge Way
Fort Worth, TX 76177
Main: (877) 266-7300
www.livingspaces.com

Aromas On Oak



Order #: 50-013356839

Cust #: C-013908142

Order Date: 9/7/2024

Confirmation Code: DQXRRN

Order Summary

Delivery: Monday, 9/9/2024 8am - 6pm

Reschedule your delivery at <https://www.livingspaces.com/changedelivery>

Track your delivery at <https://www.livingspaces.com/track-delivery>

Type	Product	Care Free	Description	Price	Qty	Order Disc.	Total
Outdoor Drop Off (No Signature)	253732	N	BOHO OUTDOOR 4 PIECE LOUNGE SET	\$595.00	2	-\$129.75	\$930.50
Outdoor Drop Off (No Signature)	268043	N	BOHO OUTDOOR DINING CHAIR	\$150.00	8	-\$7.50	\$1,140.00
Outdoor Drop Off (No Signature)	268044	N	BOHO OUTDOOR BISTRO TABLE	\$125.00	1	-\$6.25	\$118.75
Outdoor Drop Off (No Signature)	268044	N	BOHO OUTDOOR BISTRO TABLE	\$125.00	3	-\$6.25	\$356.25
MASTERCARD *****5727				Amount Paid:	\$2,755.49	Sub Total	\$2,545.50
						Sales Tax	\$209.99
						Total	\$2,755.49

I have read and understand the Living Spaces terms and conditions. Title to the goods purchased passes directly from the seller to the buyer at the seller's shipping dock prior to delivery/shipment.

Customer Signature: _____ 9/7/2024

(951)743-9210 - By selecting the 'Yes' and/or providing my signature I agree to receive texts and prerecorded messages relating to orders, delivery (including delays and rescheduling), service (including damage, warranty claims and returns), payment processing, and store experience, and such texts may include hyperlinks. I understand Living Spaces may send multiple messages to the cell phone number provided above. Standard text message and data rates apply. Not all carriers covered. Text STOP to (714) 266-6760 (a confirmation text will be sent) or call 1-877-266-7300 to opt out. Text HELP to (714) 266-6760 for help.

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

AROMAS ON OAK LLC
400 S OAK ST STE 140
ROANOKE, TX 76262-6789

Your Business Advantage Relationship Banking
Preferred Rewards for Bus Platinum

for August 1, 2024 to August 31, 2024

AROMAS ON OAK LLC

Account number 7159

Account summary

Beginning balance on August 1, 2024	\$43,656.65
Deposits and other credits	9,999.99
Withdrawals and other debits	-13,313.44
Checks	-8,785.75
Service fees	-0.00

Ending balance on August 31, 2024 **\$31,557.45**
Your account is enrolled in Balance Connect™ for overdraft protection. You can manage your overdraft protection preferences, including linked accounts, in Online and Mobile Banking.

of deposits/credits: 1
of withdrawals/debits: 14
of items-previous cycle¹: 0
of days in cycle: 31
Average ledger balance: \$39,456.85

¹Includes checks paid, deposited items and other debits

Customer service information

P.O. Box 15284
Wilmington, DE 19850

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

AROMAS ON OAK LLC
400 S OAK ST STE 140
ROANOKE, TX 76262-6789

Your Business Advantage Relationship Banking
Preferred Rewards for Bus Platinum

for June 1, 2024 to June 30, 2024

AROMAS ON OAK LLC

Account number 7159

Account summary

Beginning balance on June 1, 2024	\$26,461.52
Deposits and other credits	51,521.47
Withdrawals and other debits	-19,525.06
Checks	-0.00
Service fees	-0.00

Ending balance on June 30, 2024 **\$58,457.93**
Your account is enrolled in Balance Connect™ for overdraft protection. You can manage your overdraft protection preferences, including linked accounts, in Online and Mobile Banking.

of deposits/credits: 9

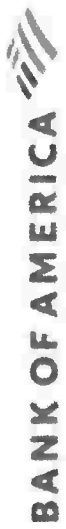
of withdrawals/debits: 7

of items-previous cycle¹: 1

of days in cycle: 30

Average ledger balance: \$47,994.08

¹Includes checks paid, deposited items and other debits



BANK OF AMERICA
Preferred Rewards

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

AROMAS ON OAK LLC
400 S OAK ST STE 140
ROANOKE, TX 76262-6789

Please see the Important Messages - Please Read section of your statement for important details that could impact you.

Your Business Advantage Relationship Banking
Preferred Rewards for Bus Platinum

for July 1, 2024 to July 31, 2024

AROMAS ON OAK LLC

Account number 7159

Account summary

Beginning balance on July 1, 2024	\$58,457.93
Deposits and other credits	750.00
Withdrawals and other debits	-15,551.28
Checks	-0.00
Service fees	-0.00

Ending balance on July 31, 2024 \$43,656.65

Your account is enrolled in Balance Connect™ for overdraft protection. You can manage your overdraft protection preferences, including linked accounts, in Online and Mobile Banking.

of deposits/credits: 1
of withdrawals/debits: 4
of items-previous cycle¹: 0
of days in cycle: 31
Average ledger balance: \$55,045.40
¹Includes checks paid, deposited items and other debits

Before Exterior

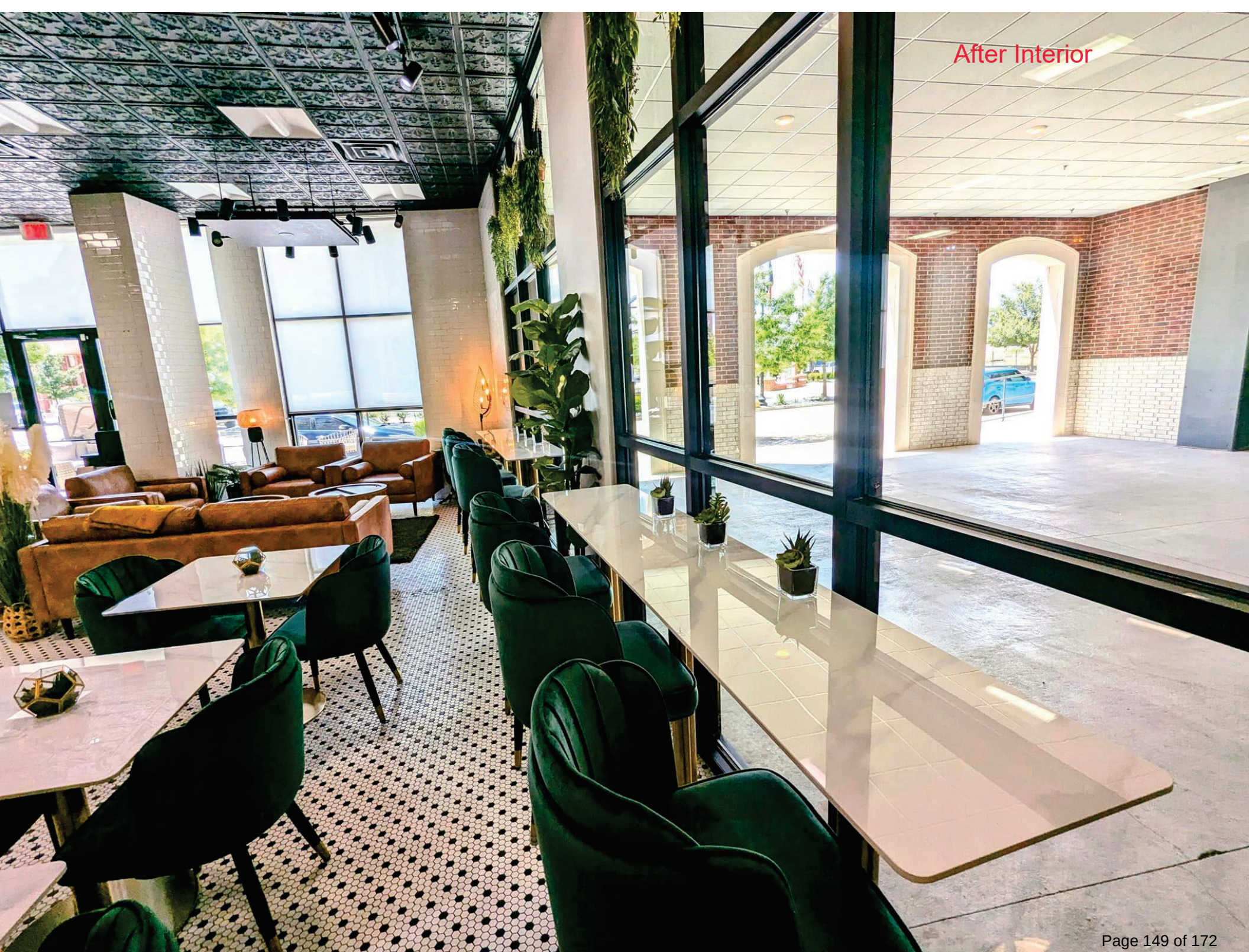


Before Interior



Before Interior





After Interior

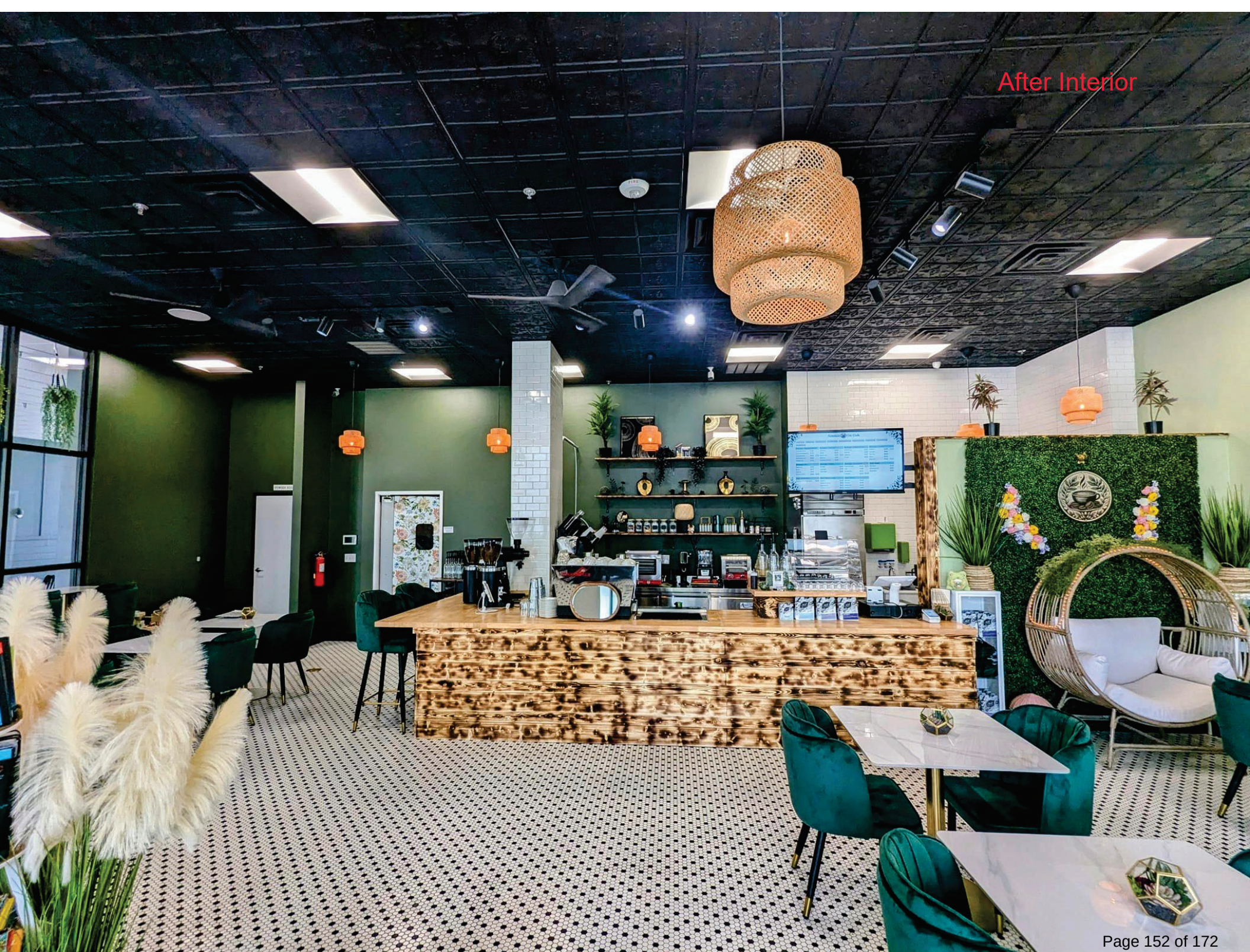


After Interior

After Interior



After Interior



After Exterior

AROMAS  ON OAK

AROMAS
ON OAK
COMING SOON!



After Exterior



After Exterior



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant Request: Sage Sakiri of Once Upon a Table/Chef's Kitchen - 400 N Oak St

MEETING DATE: October 22, 2024

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action on approval of a façade grant application from Sage Sakiri of Chef's Kitchen located at 400 N Oak St, Roanoke, TX.

INFORMATION:

A façade grant application was received and reviewed by staff for improvements to the subject property for the amount of \$7,937.77, which is 50% of the estimated project cost of \$15,875.53. The project includes the improvement of the existing landscaping area and installation of garden planters and new planting material along the western façade of the building facing Oak St and the northern façade facing Travis St.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program. The applicant has expressed that the improvements would support the concept of his business as a specialized restaurant, minimizing the need for refrigeration by utilizing fresh ingredients which would be grown in the planters, such as herbs and vegetables. In the future the applicant plans to expand the exterior improvements to include an outdoor gathering area with a covered pergola.

SPECIAL CONSIDERATION:

The City Council approved funding in the amount of \$75,000 for the Façade Grant Program for the 2024-2025 fiscal year.

FINANCIAL CONSIDERATION:

Four façade grant applications, totaling \$43,423.33, will be considered at the October 22nd council meeting. If this project is approved, the remaining balance is \$67,062.23. If all projects considered are approved, the remaining funds for future projects is \$31,576.12.



AGENDA ITEM

ATTACHMENTS:

1. 400 N Oak - Once Upon a Table Facade Application



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Sage Sakir
2. Name of Business: Once Upon A Table
3. Mailing Address of Applicant: 400 N. Oak St
4. Project Address: 400 N. Oak St
5. Does the applicant own the building? Yes ☒ No ☐

(If the answer to #5 is no, please provide a letter from the building owner declaring approval of the project.)

6. Estimated Project Cost: \$ 15,900.00

(Attach a detailed cost breakdown supported by one or more quotes from recognized contractors or suppliers with a written description of work to be completed. Include photo of the site to be improved and a sketch or photos of planned improvements.)

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)

8. Proposed project start date: Oct. 9th 2024

9. Proposed project completion date: Oct. 16th 2024

10. What is (are) the existing uses of the building? Restaurants

11. Will the proposed project result in a change of the use of the building?
Yes ☒ No ☐ If Yes, please explain the change Food Establishment

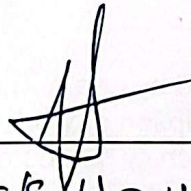
12. The following are attached to this application:

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

The undersigned applicant affirms that:

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

Applicant Signature: _____



Date: _____

9/18/24

Business Name: _____

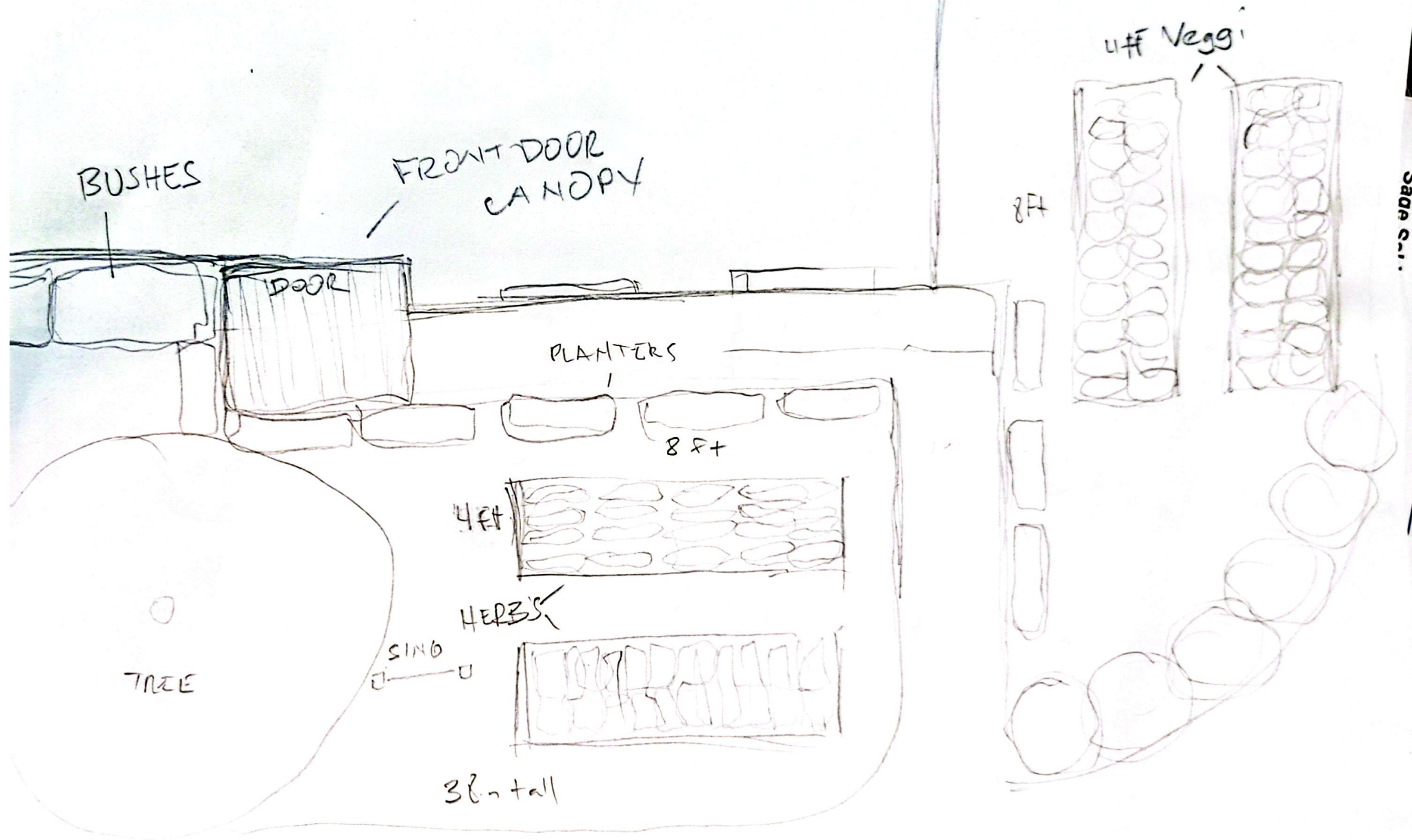
CHEF'S HOUSE

Address: _____

400 N. Oak St
Roanoke TX 76262

Phone: _____

817 409 6220





SENT ON:

Sep 12, 2024

RECIPIENT:

Sage Sakiri400 North Oak Street
Roanoke, Texas 76262

Phone: 2142084043

Email: matt@theurbangardenerdallas.com

Website: theurbangardenerdallas.com

Product/Service	Description	Qty.	Unit Price	Total
Garden Planters	4'x8'x18" Garden Planters	4	\$970.00	\$3,880.00
Soil and Soil Amendments and Organic Fertilizer	All soil/Amendments/fertilizer to fill new garden beds	140	\$12.00	\$1,680.00
Plants and herbs	All herbs and plants for garden beds	4	\$340.00	\$1,360.00
Perennials for Home/Planters	All plants to be installed around home and walkways	1	\$1,950.00	\$1,950.00
Time/Labor Non Taxable	Install of garden beds and new plants. Install of sprinkler/drip system- up to 200'	1	\$4,450.00	\$4,450.00*
Planters	Small garden planters and pots for throughout landscape for focal points and install of plants. Budget of \$1000 to buy as many as possible and fill with soil and plants	1	\$1,500.00	\$1,500.00
Delivery and haul off	Delivery of all materials and haul away of debris. Leave in broom clean condition.	1	\$200.00	\$200.00*

A deposit of \$4,762.66 will be required to begin.

This quote is valid for the next 30 days, after which values may be subject to change.

* Non-taxable

Subtotal	\$15,020.00
Total Tax (8.25%)	\$855.53
Total	\$15,875.53



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Façade Grant Request: Kamish Yousuf of Roanoke Convenience LLC dba Williams Drive In - 703 E Byron Nelson Blvd

MEETING DATE: October 22, 2024

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action on approval of a façade grant application from Kamish Yousuf of Roanoke Convenience LLC dba Williams Drive In located at 704 E Byron Nelson Blvd, Roanoke, TX.

INFORMATION:

A façade grant application was received and reviewed by staff for improvements to the subject property for the amount of \$15,000. The total estimated project cost is \$130,000. The project is a major renovation to the exterior facade which includes power wash, paint, and installation of metal and synthetic wood material to improve the aesthetic of the building.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program. With the property located along the eastern border and frontage of major thoroughfare points, it has been identified as an area for redevelopment and improvement. The applicant is currently working through the permitting process and has leased the interior restaurant space to a new restaurant pending its Certificate of Occupancy approval.

SPECIAL CONSIDERATION:

The City Council approved funding in the amount of \$75,0000 for the Façade Grant Program for the 2024-2025 fiscal year.

FINANCIAL CONSIDERATION:

Four façade grant applications, totaling \$43,423.44, will be considered at the October 22nd council meeting. If this project is approved, the remaining balance is \$60,000. If all projects considered are approved, the remaining funds for future projects is \$31,576.12.



AGENDA ITEM

ATTACHMENTS:

1. 704 E Byron Nelson - Convenience Store Facade Application



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): KAMISH YOUSUF
2. Name of Business: ROANOKE CONVENIENCE LLC DBA WILLIAMS DRIVE IN
3. Mailing Address of Applicant: 1769 DARTMOOR DR. CARROLLTON, TX 75010
4. Project Address: 704 E. BYRON NELSON BLVD ROANOKE, TX 76262
5. Does the applicant own the building? X Yes No

(If the answer to #5 is no, please provide a letter from the building owner declaring approval of the project.)

6. Estimated Project Cost: \$ 130,000

(Attach a detailed cost breakdown supported by one or more quotes from recognized contractors or suppliers with a written description of work to be completed. Include photo of the site to be improved and a sketch or photos of planned improvements.)

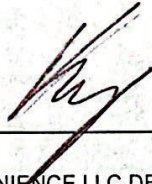
7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$ 15,000
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)
8. Proposed project start date: 10/25/2024
9. Proposed project completion date: 11/15/2024
10. What is (are) the existing uses of the building? GAS STATION/CONVENIENCE STORE
11. Will the proposed project result in a change of the use of the building?
Yes No X If Yes, please explain the change

12. The following are attached to this application:

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

The undersigned applicant affirms that:

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

Applicant Signature:  Date: 10/7/2024

Business Name: ROANOKE CONVENIENCE LLC DBA WILLIAMS DRIVE IN

Address: 704 E. BYRON NELSON BLVD ROANOKE, TX 76262

Phone: 469-348-5809

APPROVAL LETTER FROM THE BUILDING OWNER

I, Kamish Yousuf (owner of Roanoke Fuel LLC) approve all proposed façade changes in the application.

Signature:  _____

Date: 10-7-2024

WRITTEN DESCRIPTION OF PROPOSED PROJECT

We understand this location is the entry way into the city of Roanoke from Byron Nelson Blvd and we want to represent the city with the best image possible. Keeping this in mind we came up with an exterior design and plan that will be inviting and beautiful. We will be changing the look of the exterior by adding a synthetic wood and metal façade to the top of the roofline. The building will also go through a power wash and paint job, along with a concrete job on the parking lot to fix all potholes onsite. The exterior will have new LED lights added and new lot stripes for parking. This project will give the exterior a more welcoming and elevated look providing the community with a lively and safe environment.

William's Exterior Remodel Budget Proposal



Project Information	
DATE	October 2, 2024
PROJECT	William's Exterior Remodel
ADDRESS	704 E Byron Nelson Blvd, Roanoke, TX
OWNER	Shawn & Kam Yousuf
OVERHEAD	5.0%
FEE	5.0%
SQ FT	5,000

Analysis	
PRICE / SQ FT	\$26
SUBTOTAL	\$107,140.00
OVERHEAD	\$5,360.00
FEE	\$5,620.00
REMODEL TAX	\$9,750.00
TOTAL	\$127,870.00
DURATION	30 Calendar Days

Division	Description	Notes	Amount
DIVISION 01	GENERAL CONDITIONS	Project Supervision, Dumpsters, Lifts, Cleaning	\$ 20,080.00
DIVISION 02	DEMO	Remove and dispose of exterior awnings, signs, etc.	\$ 500.00
DIVISION 05	PARAPET WALL	Framing, Struct Anchoring, Sheathing, R-Panel, Cap	\$ 24,140.00
DIVISION 06	OVERHANG STRUCTURE	Framing, Sheathing, Metal Panels, Roofing, Trims	\$ 43,120.00
DIVISION 09	PAINTING	All masonry areas on all sides of building	\$ 9,300.00
DIVISION 26	ELECTRICAL	Wiring / fixtures for (20) soffit lights and (2) down lights	\$ 10,000.00
		SUBTOTAL	\$ 107,140.00
		OVERHEAD	\$ 5,360.00
		FEE	\$ 5,620.00
		REMODEL TAX	\$ 9,750.00
		TOTAL	\$ 127,870.00

This preliminary budget is derived from a rendering and discussinos with owner. Price is subject to fluctuate (less or more) upon release of city requirements/approved drawings. Pricing above excludes design fees and permitting fees.

A detailed cost breakdown has been included on the next page for your reference.

DESCRIPTION	UNIT QTY	UNIT	UNIT COST	TOTAL COST
GENERAL CONDITIONS				
Project Site Supervision	4	Weeks	\$ 2,500.00	\$ 10,000.00
Dumpster Rental and Haul Offs	2	Haul Offs	\$ 900.00	\$ 1,800.00
Lift Equipment Rental	4	Weeks	\$ 1,820.00	\$ 7,280.00
Progress Cleaning & Final Cleaning	2	Cleans	\$ 500.00	\$ 1,000.00
DEMO				
Remove and dispose of all existing exterior canopies, signs, etc.	1	LS	\$ 500.00	\$ 500.00
PARAPET WALL				
2x4 Metal Framing, 5/8" Densglass Sheathing on frontside, 5/8" Plywood Sheathing on backside, (1) layer of PT Blocking for Coping Cap, Air/Moisture Barrier Wrap	1	LS	\$ 10,995.00	\$ 10,995.00
R-Panel at front side of Parapet Wall	1320	SF	\$ 3.50	\$ 4,620.00
R-Panel Miscellaneous Contingency	1	LS	\$ 1,380.00	\$ 1,380.00
24g Metal Coping Cap at Parapet	165	LF	\$ 13.00	\$ 2,145.00
Structural Anchoring system for Parapet Wall	1	LS	\$ 5,000.00	\$ 5,000.00
OVERHANG STRUCTURE				
Structural Metal Framing, Anchor to Existing Bldg, 5/8" Densglass Sheathing, Air/Moisture Building Wrap, 5/8" Plywood Roof Decking	2040	SF	\$ 9.73	\$ 19,850.00
24g Pre-Finished Standing Seam Metal Roof, 24g Pre-Finished Metal Siding Fascia Panels, 24g Pre-Finished Metal Soffit Panels, All required trims and flashings to create a watertight seal at the Overhang, 40 year mfg. finish warranty	1	LS	\$ 23,270.00	\$ 23,270.00
PAINTING				
Cleaning of existing surfaces	1	LS	\$ 1,000.00	\$ 1,000.00
Prep and Paint (2) coats exterior building, Includes (2) colors; (1) for the main body of the building (CMU Block), and (1) for the Wainscoating (lower portion of the bldg)	1	LS	\$ 8,300.00	\$ 8,300.00
ELECTRICAL				
(20) Exterior Soffit Lights, (2) Gooseneck Down Lights at Signage, All associated wiring, conduits, connections, stand alone permitting, and inspections	1	LS	\$ 10,000.00	\$ 10,000.00
CONSTRUCTION COSTS:				\$ 107,140.00

Before



Before



Rendering of improvement

