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

NOVEMBER 12, 2024
7:00 PM
500 S. OAK STREET
ROANOKE, TEXAS 76262

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

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

D. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on October 22, 2024.

2. Consider acceptance of the FY2023-2024 Quarterly Financial Report for the period ending September 30, 2024.

3. Consider approval of an Interlocal Agreement between the City of Roanoke and the Town of Trophy Club for Emergency Operations Plan (EOP) Development and Assistance.

4. Consider approval of an Interlocal Agreement between the City of Roanoke and Tarrant County ESD No. 1 for Fire and EMS services.

E. NEW BUSINESS

1. Consideration and action on approval of Resolution No. 2024-109R, casting votes for candidates in the election of the Denton Central Appraisal District Board of Directors.

2. Consideration and action on approval of Resolution No. 2024-110R establishing The City of Roanoke Legislative Policy Committee.

3. Consideration and action on approval of Ordinance No. 2024-118, amending Section 8.1502 to provide that no person may serve on more than two (2) City Boards, Commission, Committees, or Corporations, and amending Section 8.1506 to remove a reference to the Al and Lula Mae Slaughter Park Foundation.

4. Consideration and action on approval of an amended and restated Professional Services Pre-Development Agreement between the City of Roanoke and Garfield Public/Private LLC for the Convention Center and Headquarters Hotel.

F. EXECUTIVE SESSION

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

Section 551.087
To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect – hotel project.

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

Section 551.087
To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect – hotel project.

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.

G. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, November 7, 2024, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary

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

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

CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 10/22/2024 - CC Minutes

MEETING DATE: November 12, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:
Consider approval of the minutes from the regular City Council meeting held on October 22, 2024.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:
1. CCMin 10-22-2024

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 22, 2024
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.

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

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

ABSENT: Council Member Bryan Moyers.

A. CALL CITY COUNCIL TO ORDER

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

B. ANNOUNCEMENTS

City Manager Cody Petree thanked city staff for a very successful Celebrate Roanoke event held on October 12th.

City Manager Cody Petree announced the Trick or Treat on Oak Street event will be held on October 31st, 5:00 p.m. to 8:00 p.m.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION

1. Dr. Mark Foust, Superintendent of Schools, gave an update on Northwest Independent School District.

E. PROCLAMATION

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

F. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on 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.

Motion made by Holly Gray second by David Thompson to approve Consent Agenda Items 1, 2, and 4.

Motion carried unanimously.

Item #F3 – Mayor Pro Tem Holly Gray presided over this item, as Mayor Gierisch has a conflict of interest.

Motion made by Hogan Page second by David Thompson to approve a proposed Pro Rata Agreement between the City of Roanoke and Roanoke Neighborhood Shops on 377 By Slate, LLC for Natural Gas Service

Motion carried 5-0-1. Mayor Gierisch abstained due to a conflict of interest.

G. NEW BUSINESS

1. Motion made by Holly Gray second by Brian Darby to appoint Helen Ward, Werner Rindfleisch, Deborah Brundage, and Ernie Adams to the Crime Control and Prevention District (CCPD) board for a term ending September 2026.
   The following nominations were made prior to vote:
   - Holly Gray nominated Helen Ward
   - Brian Darby nominated Werner Rindfleisch
   - David Brundage nominated Deborah Brundage
   - Brian Darby (on behalf of Bryan Moyers) nominated Ernie Adams

Motion carried unanimously.

2. Motion made by Holly Gray second by David Thompson to appoint Jonathan Ackmann to the Parks and Recreation Board for a term ending October 2026.

Motion carried unanimously.

Item #G3 – Mayor Pro Tem Holly Gray presided over this item, as Mayor Gierisch has a conflict of interest.

3. Motion made by David Thompson second by Hogan Page to approve a façade grant application from Joey and Jacob Hawkins of Hawk3 Construction located at 613 N. Walnut Street, Roanoke, TX.

Motion carried 5-0-1. Mayor Gierisch abstained due to a conflict of interest.

4. Motion made by Holly Gray second by David Thompson to approve a façade grant application for Ryan Buck of Aromas on Oak located at 400 S. Oak Street, Suite 140, Roanoke, TX.

Motion carried unanimously.

Item #G5 – Mayor Pro Tem Holly Gray presided over this item, as Mayor Gierisch has a conflict of interest.

5. Motion made by David Thompson second by Hogan Page to approve a façade gran application from sage Sakiri of Chef's Kitchen located at 400 N. Oak Street, Roanoke, TX.

Motion carried 5-0-1. Mayor Gierisch abstained due to a conflict of interest.

6. Motion made by Holly Gray second by David Thompson to approve a façade grant application from Kamish Yousuf of Roanoke Convenience LLC dba Williams Drive In located at 704 E. Byron Nelson Blvd., Roanoke, TX.

Motion carried unanimously.

H. ADJOURNMENT

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 7:37 p.m.

Motion carried unanimously.

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

_____
April S. Hill, City Secretary

AGENDA ITEM

TO: Mayor and City Council

SUBJECT: FY2023-2024 Quarterly Report Ending September 30, 2024

MEETING DATE: November 12, 2024

DEPARTMENT: Finance

ITEM SUMMARY:

Consider acceptance of the FY2023-2024 Quarterly Financial Report for the period ending September 30, 2024.

INFORMATION:

General Fund

The fourth quarter for FY24 represents the final estimated position for the City, although it should be noted that some adjustments will be made between this snapshot and the time that our audit is finalized. Over all, the General Fund looks to come in with an overall cash surplus of $3,000,000. As it currently stands a little less than half of this surplus is due to higher revenue from sources such as interest earnings, sales taxes, building permits, EMS service charges, and interfund/intergovernmental revenues. On the expenditure side, the City is posting 5% under budget. Of that, 2.1% is from personnel savings, 2.2% from budgeted one-time items, and close to 1% is from routine, daily supplies and maintenance expenses. Our FY25 expenses will likely come in much closer to budget, as the staff has refined the City's budgeting process for this fiscal year.

Sales Tax

The City's final sales tax collection for FY24 brought in a much needed 10.5% increase from FY23. This puts our total FY24 collections at a 2.5% increase over FY23, or an additional $630,000 city-wide. Roanoke's sales tax collections tend to vary widely throughout the year due to the majority of our receipts coming from a few key retailers. Sales tax overall has slowed down here, as it has state-wide, which is the primary reason our expectations were held conservatively. Additionally, earlier this year the comptroller indicated that a large negative adjustment would be hitting most Texas cities due to a decade-old audit reallocation. However, that adjustment has yet to happen and staff will continue to follow up with the Comptroller on it. For now, our FY24 collections have landed at 1% higher than our FY25 budget, putting us in a good place for the coming year.

Utilities Fund

AGENDA ITEM

Roanoke's Water and Sewer Utility Fund is estimated to end FY24 with a surplus of around $650,000. The City's recent rate changes resulted in a large revenue increase over budget, while spending came in lower by 4%, all of which can be attributed to underspending in personnel costs and the annual "settle up" refund from the City of Fort Worth for water purchases. The City's refined FY25 budget process should keep these costs much closer to initial expectations for the upcoming fiscal year. As the chart below shows, the wastewater utility continues to be significantly subsidized by the City's water rates, an imbalance which will be corrected through subsequent rate adjustments. For FY24, the wastewater utility appears to have fallen short of funding its full expenses by almost $1,050,000, while the water utility is posting an estimated surplus of close to $1.7m. This imbalance will likely continue for the next few years as Council continues to take action to better align each operation's revenues with its expenses.

Debt Service Fund

The City's Debt Service Fund had planned for to spend into its balance by $380,000 this fiscal year, and has ended up spending down by $441,213. However, the balance in this fund is still positive at $164,385, which will be sufficient for the upcoming fiscal year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. Most of the fund's property tax revenue will hit before any further payments are due in February of 2025. The City has consistently issued debt for capital projects since at least 2014, with the next issues moving forward in October. Approximately 61% of the FY24 debt service payments are fully secured by property taxes. The largest recent issue, however, is for the construction of a new public safety and courts building, paid for through CCPD sales taxes.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2024-4 4th Quarterly report FY 2024

Financial Report - Fourth Q, 2024

% of year Completed 100%

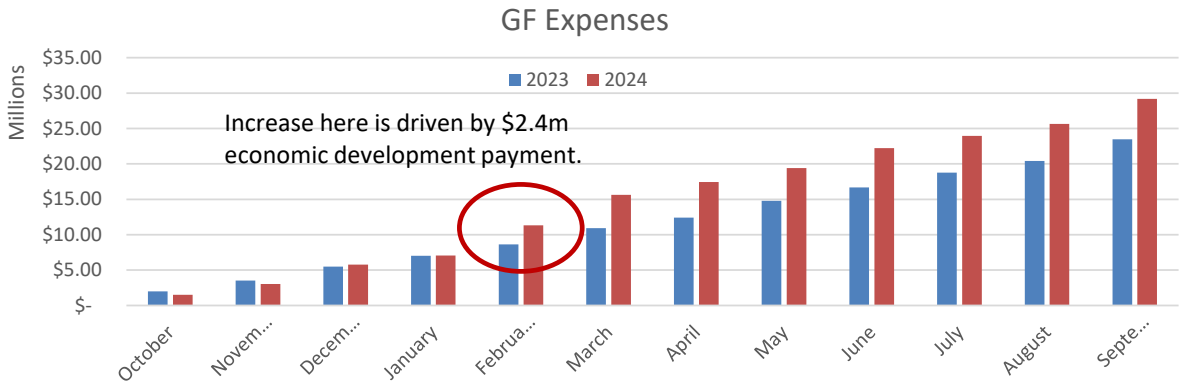
% of Budget Spent 95%

General Fund

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	$ 26,344,499	$ 28,254,317	107%	$ 25,973,493	109%
Expenditures	$ 30,840,025	$ 29,195,031	95%	$ 23,484,324	91%
	$ (4,495,526)	$ (940,714)		$ 2,489,170	

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

The fourth quarter for FY24 represents the final estimated position for the City, although it should be noted that some adjustments will be made between this snapshot and the time that our audit is finalized. Over all, the General Fund looks to come in with an overall cash surplus of $3,500,000. As it currently stands, more half of this surplus is due to higher revenue from sources such as interest earnings, sales taxes, building permits, EMS service charges, and interfund/intergovernmental revenues. On the expenditure side, the City is posting 5% under budget. Of that, 2.1% is from personnel savings, 2.2% from budgeted one-time items, and close to 1% is from routine, daily supplies and maintenance expenses. Our FY25 expenses will likely come in much closer to budget, as the staff has refined the City's budgeting process for the upcoming fiscal year.



General Fund Highlights

Revenue (FY24/FY23)

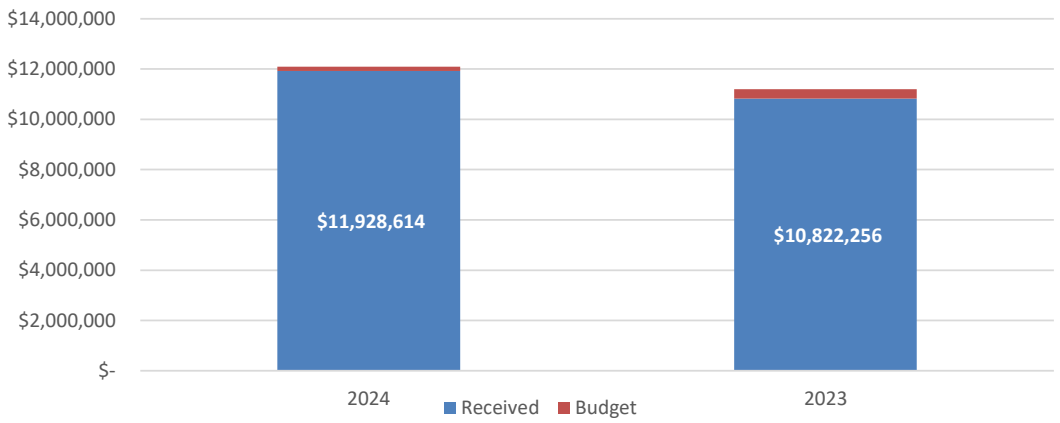
Property Tax	$752k	Sales Tax	$173k	Franchise Tax	$81k
Svc. Charges	$447k	Other Revenue	$828k	**Total Rev**	**$2,281k**

Expenditures (FY24/23)

Personnel	$1,732k	Maint./Utilities	$3,807k	Supplies	$158k
Capital	-$90k	Transfers	$104k	**Total Exp**	**$5,711k**

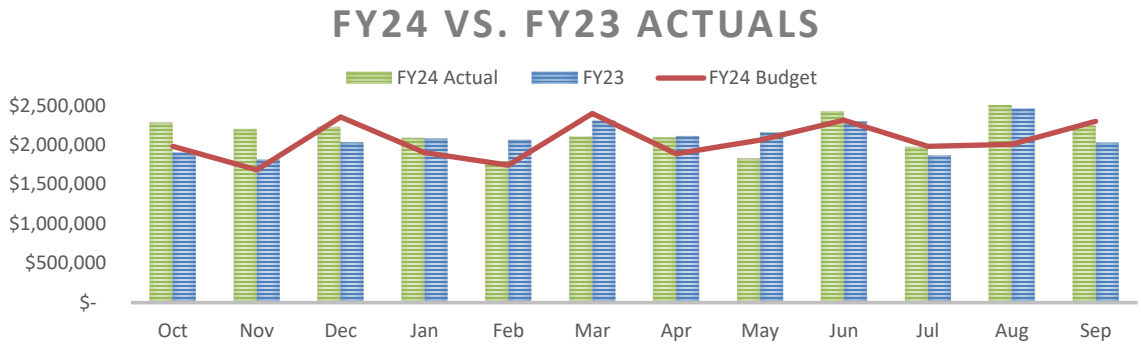
Financial Report - Fourth Q, 2024

Revenue Highlight: Property Tax



Roanoke has received almost $12m in total property taxes, which is a 10% increase from FY23. Much of this increase comes from debt payments related to the issuance of Series 2022B Certificates of Obligation, which are reserved for street projects and payable from property taxes. On the operating side, an additional $500,000 over FY23 is anticipated from rate adjustments with the remaining coming from the taxation on newly developed property. State tax calculations stipulate that cities can only raise 3.5% more in operating revenue over the previous year, not including new development. However, for cities under 30,000 in population, such as Roanoke, a rate that raises an additional $500,000 in property taxes is permissible. This is the rate Roanoke adopted for FY24.

Revenue Highlight: Sales Tax



MTD Increase

10.5%

YTD Increase

2.5%

The City's final sales tax collection for FY24 brought in a much needed 10.5% increase from FY23. This puts our total FY24 collections at a 2.5% increase over FY23, or an additional $630,000 city-wide. Roanoke's sales tax collections tend to vary widely throughout the year due to the majority of our receipts coming from a few key retailers. Sales tax overall has slowed down here, as it has state-wide, which is the primary reason our expectations were held conservatively. Additionally, earlier this year the comptroller indicated that a large negative adjustment would be hitting most Texas cities due to a decade-old audit reallocation. However, that adjustment has yet to happen and staff will continue to follow up with the Comptroller on it. For now, our FY24 collections have landed at 1% higher than our FY25 budget, putting us in a good place for the coming year.

Financial Report - Fourth Q, 2024

% of year Completed 100%

Water/Sewer Utility Fund

% of Budget Spent 96%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	$ 9,415,434	$ 10,754,826	114%	$ 8,909,012	112%
Expenditures	$ 10,552,270	$ 10,103,351	96%	$ 7,893,748	91%
	$ (1,136,836)	$ 651,476		$ 1,015,264	

*Planned use of reserves

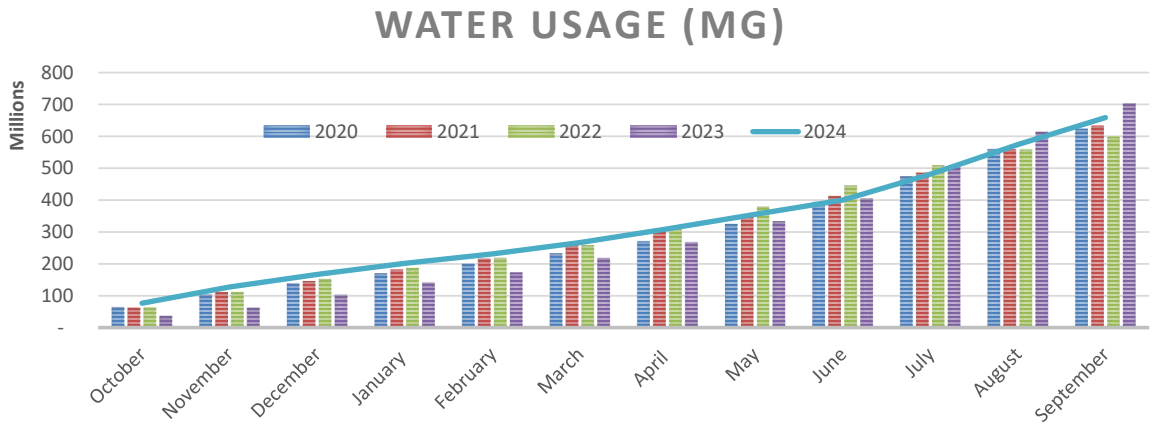
Wastewater Summary

	FY24 Budget	FY24 YTD
Revs	$ 3,624,077	$ 3,763,417
Exps	$ 5,093,087	$ 4,809,599
Net	**$ (1,469,009)**	**$ (1,046,182)**

Water Summary

	FY24 Budget	FY24 YTD
Revs	$ 5,791,356	$ 6,991,410
Exps	$ 5,459,183	$ 5,293,752
Net	**$ 332,173**	**$ 1,697,658**

Roanoke's Water and Sewer Utility Fund is estimated to end FY24 with a surplus of around $650,000. The City's recent rate changes resulted in a large revenue increase over budget, while spending came in lower by 4%, all of which can be attributed to underspending in personnel costs and the annual "settle up" refund from the City of Fort Worth for raw water. As the chart below shows, the wastewater utility continues to be significantly subsidized by the City's water rates, an imbalance which will be corrected through subsequent rate adjustments. For FY24, the wastewater utility appears to have fallen short of funding its full expenses by almost $1,050,000, while the water utility is posting an estimated surplus of close to $1.7m. This imbalance will likely continue for the next few years as Council continues to take action to better align each operation's revenues with its expenses.



Expenditures (FY24/23)

Personnel	$37.8k	Maint./Utilities	$1,394.2k	Supplies	$15.3k
Capital	$132.6k	Transfers	$629.7k	**Total Exp**	**$2,210k**

Financial Report - Fourth Q, 2024

% of year Completed 100%

% of Budget Spent 82%

Special Revenue Funds

REIDC Fund	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	$ 6,230,000	$ 7,023,348	113%	$ 6,938,204	123%
Expenditures	$ 8,814,766	$ 7,217,763	82%	$ 6,692,667	100%
	$ (2,584,766)	$ (194,416)		$ 245,536	

*Planned use of $2.58m in reserves for capital projects

CCPD Fund	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	$ 6,093,062	$ 6,302,013	103%	$ 4,985,543	91%
Expenditures	$ 5,539,512	$ 5,377,871	97%	$ 3,132,345	94%
	$ 553,550	$ 924,143		$ 1,853,198	

Special Events	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	$ 802,500	$ 1,177,282	147%	$ 1,489,663	186%
Expenditures	$ 1,204,926	$ 1,052,937	87%	$ 814,726	114%
	$ (402,426)	$ 124,345		$ 674,936	

Hotel Tax Fund	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	$ 139,150	$ 143,442	103%	$ 124,127	89%
Expenditures	$ 157,350	$ 154,735	98%	$ 137,600	100%
	$ (18,200)	$ (11,293)		$ (13,473)	

NOTE: The REIDC Fund planned for higher spending on Parks capital and operations than was actually expensed. A portion will be spent in FY25, but all other savings will remain in the fund's cash balance for future appropriation.

Special Revenue Funds Highlights

Revenue (FY24/FY23)

Sales Tax	$1,391k	Misc. Rev	$72.6k	Interfund	$00.0k
Service Charge	-$29.9k	Licenses	-$71.0k	**Total Rev**	**$1,109k**

Expenditures (FY24/23)

Personnel	$514.5k	Maint./Utilities	$308.3k	Supplies	-$1,639k
Capital	$1,075.4k	Transfers	$2,767.3k	**Total Exp**	**$3,026k**

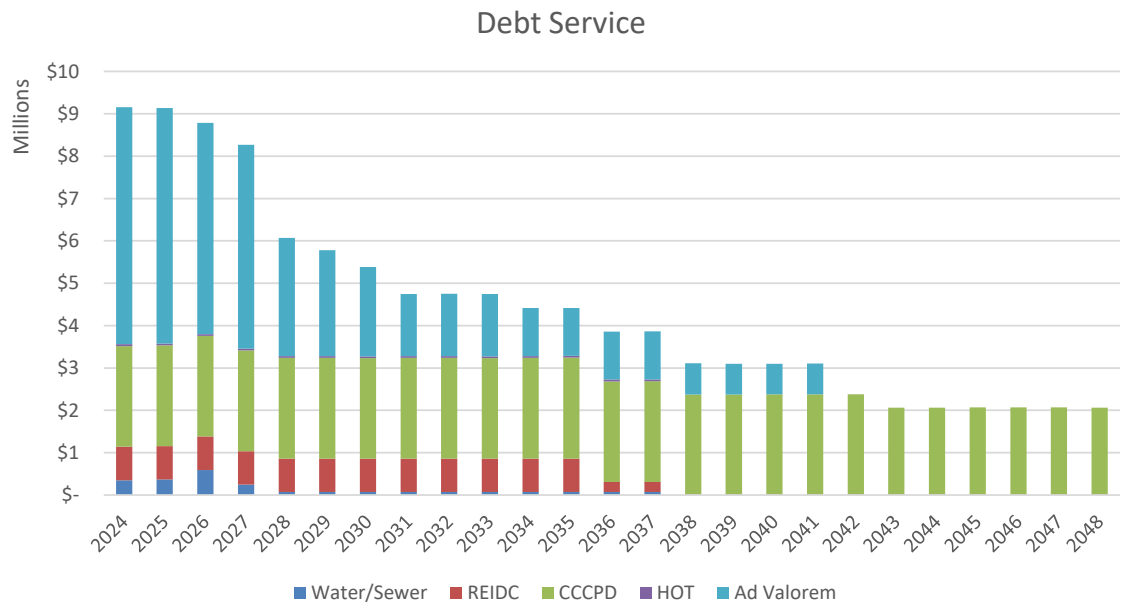
Financial Report - Fourth Q, 2024

Debt Service Fund

% of year Completed		100%
% of Budget Spent		100%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	$ 8,232,715	$ 8,156,158	99%	$ 5,997,337	105%
Expenditures*	$ 8,612,929	$ 8,597,371	100%	$ 5,974,368	103%
	$ (380,214)	$ (441,213)		$ 22,969	

The City's Debt Service Fund had planned for to spend into it's balance by $380,000 this fiscal year, an has ended up spending down by $441,213. However, the balance in this fund is still positive at $164,385, which will be sufficient for the upcoming fiscal year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. Most of the fund's property tax revenue will hit before any further payments are due in February of 2025. The City has consistently issued debt for capital projects since at least 2014, with the next issues moving forward in October. Approximately 61% of the FY24 debt service payments are fully secured by property taxes. The largest recent issue, however, is for the construction of a new public safety and courts building, paid for through CCPD sales taxes. All current bond payments are scheduled as follows (note that this does not include the 10/2024 bond issues):



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

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

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2024

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Roanoke is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2024 Book Value	June 30, 2024 Market Value	September 30, 2024 Book Value	September 30, 2024 Market Value	Ave. Yield
MMA	$ 34,490,273	$ 34,490,273	$ 16,666,706	$ 16,666,706	2.77%
Pools	52,605,406	52,605,406	39,560,932	39,560,932	5.29%
CDs/Securities	439,271	439,271	18,292,275	18,292,275	5.12%
Totals	**$ 87,534,950**	**$ 87,534,950**	**$ 74,519,913**	**$ 74,519,913**	4.68%

Average Yield - Current Quarter *(1)*	
Total Portfolio	4.68%
Rolling Three Month Treasury	5.24%
Rolling Six Month Treasury	5.17%
TexPool	5.16%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	N/A
Rolling Three Month Treasury	5.42%
Rolling Six Month Treasury	5.34%
TexPool	5.29%

Interest Earnings		
Quarterly Interest Income	$ 780,617	Approximate
Year-to-date Interest Income	$ 3,315,261	Approximate

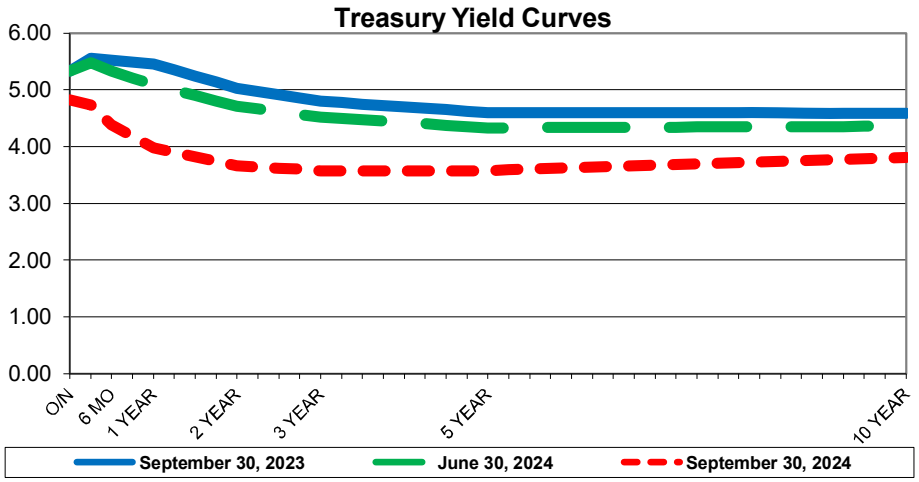
(1) **Average Yield - Current Quarter** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

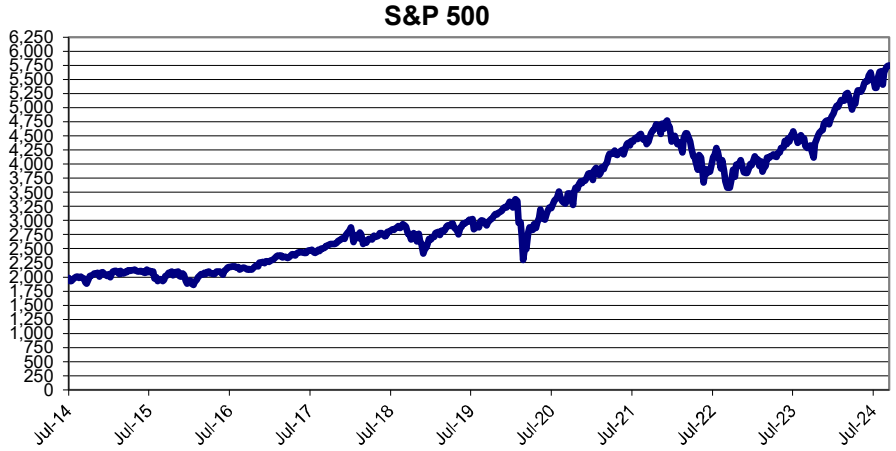
(2) **Fiscal Year-to-Date Average Yield -** calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

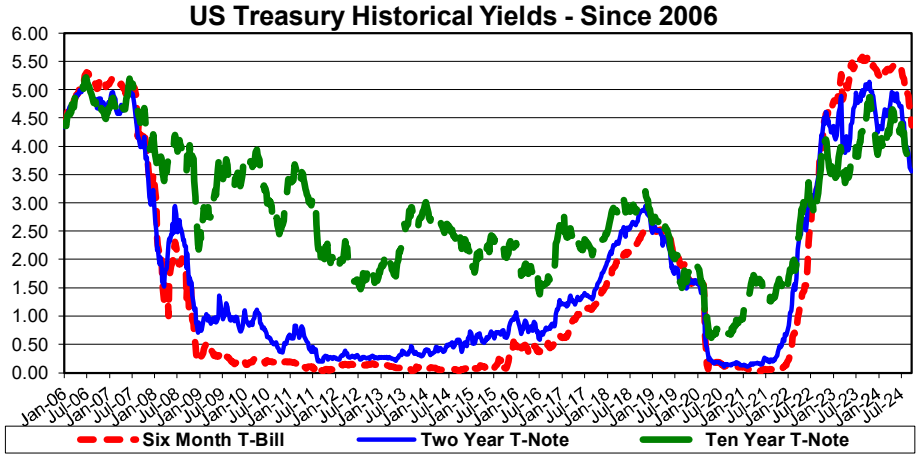
Economic Overview

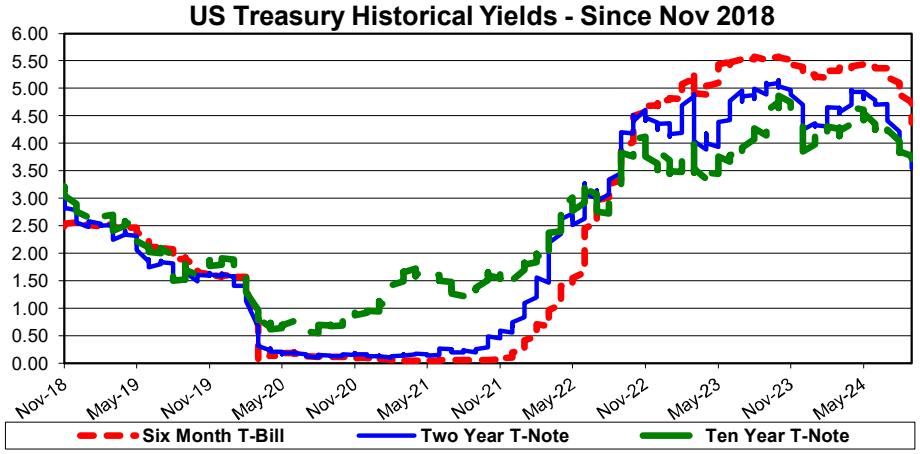
9/30/2024

The Federal Open Market Committee (FOMC) reduced the Fed Funds target range 0.50% to 4.75% - 5.00% (Effective Fed Funds trade +/-4.83%). Expectations are for two more 0.25% cuts by 12/31, although any actions will be meeting-by-meeting and "data-dependent." Sep Non-Farm Payroll surged 254k new jobs (above expectation), with the previous two months revised up boosting the Three Month Rolling Average 186k (from the previous 116k). Second Quarter 2024 GDP remained +3.0% due to increased consumer spending. The S&P 500 Stock Index exceeded 5,700 making new records. The yield curve dropped with the FOMC action and anticipated future actions. Crude Oil drifted slightly higher to +/- $74 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.7% and Core CPI +/-3.2%). Declining global economic outlook, ongoing/expanding military conflicts and the domestic elections increase uncertainty.









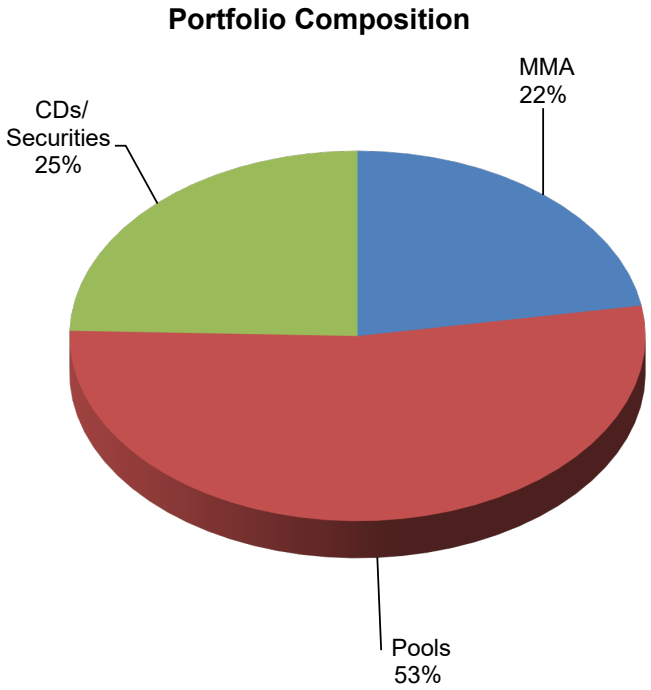
Investment Holdings

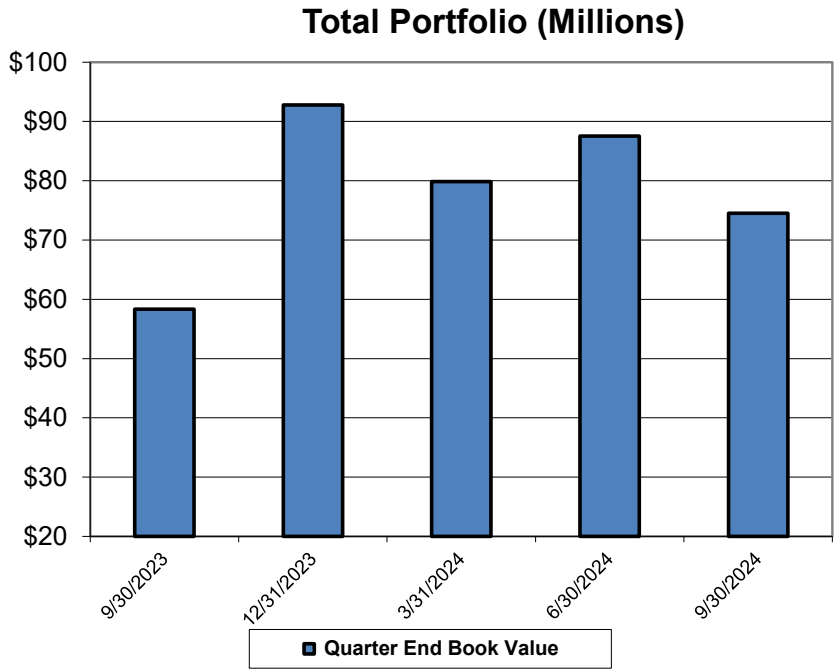
September 30, 2024

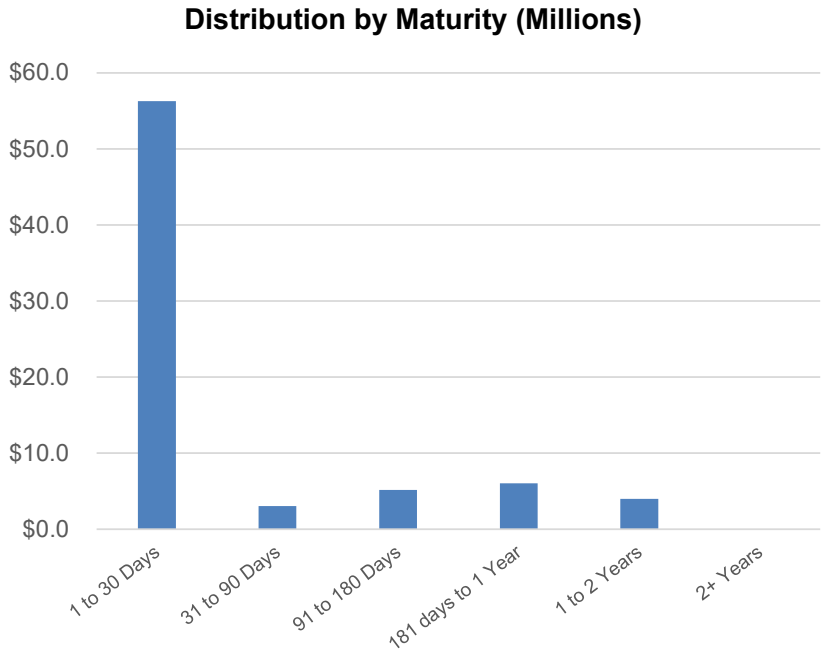
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
JPMorgan Chase Bank MMA		2.77%	10/01/24	09/30/24	$ 16,597,666	$ 16,597,666	1	$ 16,597,666	1	2.77%
Prosperity Bank MMA		1.76%	10/01/24	09/30/24	69,040	69,040	1	69,040	1	1.76%
Texas Class LGIP		5.29%	10/01/24	09/30/24	39,560,932	39,560,932	1	39,560,932	1	5.29%
Prosperity Bank CD		2.55%	10/19/24	04/20/24	10,000	10,000	100.00	10,000	19	2.55%
Prosperity Bank CD		2.65%	10/19/24	04/17/24	40,000	40,000	100.00	40,000	19	2.65%
East West Bank CD		5.49%	11/12/24	08/12/24	3,022,645	3,022,645	100.00	3,022,645	43	5.64%
Prosperity Bank CD		2.55%	11/15/24	05/17/24	20,000	20,000	100.00	20,000	46	2.55%
Prosperity Bank CD		2.55%	11/15/24	05/17/24	10,000	10,000	100.00	10,000	46	2.55%
Prosperity Bank CD		3.90%	01/30/25	06/30/24	89,010	89,010	100.00	89,010	122	3.90%
East West Bank CD		5.30%	02/12/25	08/12/24	3,021,858	3,021,858	100.00	3,021,858	135	5.44%
Prosperity Bank CD		3.75%	03/11/25	08/30/24	50,000	50,000	100.00	50,000	162	3.75%
First Bank Texas CD		4.75%	03/17/25	09/17/24	2,000,000	2,000,000	100.00	2,000,000	168	4.85%
East West Bank CD		5.12%	05/12/25	08/12/24	3,021,114	3,021,114	100.00	3,021,114	224	5.25%
American Nat'l B&T CDARS		5.15%	08/09/25	08/08/24	1,007,648	1,007,648	100.00	1,007,648	313	5.28%
First Bank Texas CD		5.00%	09/17/25	09/17/24	2,000,000	2,000,000	100.00	2,000,000	352	5.12%
First Bank Texas CD		4.50%	03/17/26	09/17/24	2,500,000	2,500,000	100.00	2,500,000	533	4.89%
First Bank Texas CD		4.00%	09/17/26	09/17/24	1,500,000	1,500,000	100.00	1,500,000	717	4.07%
					$ 74,519,913	**$ 74,519,913**		**$ 74,519,913**	**68**	**4.68%**
									(1)	**(2)**

(1) Weighted average life - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.


Portfolio Composition
MMA
22%
CDs/
Securities
25%
Pools
53%


Total Portfolio (Millions)
$100
$90
$80
$70
$60
$50
$40
$30
$20
9/30/2023
12/31/2023
3/31/2024
6/30/2024
9/30/2024
Quarter End Book Value


Distribution by Maturity (Millions)
$60.0
$50.0
$40.0
$30.0
$20.0
$10.0
$0.0
1 to 30 Days
31 to 90 Days
91 to 180 Days
181 days to 1 Year
1 to 2 Years
2+ Years

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/24	Increases	Decreases	Book Value 09/30/24	Market Value 06/30/24	Change in Market Value	Market Value 09/30/24
JPMorgan Chase Bank MMA	2.77%	10/01/24	$ 34,421,234	$ –	$ (17,823,568)	$ 16,597,666	$ 34,421,234	$ (17,823,568)	$ 16,597,666
Prosperity Bank MMA	1.76%	10/01/24	69,039	1	–	69,040	69,039	1	69,040
Texas Class LGIP	5.29%	10/01/24	52,605,406	–	(13,044,474)	39,560,932	52,605,406	(13,044,474)	39,560,932
Prosperity Bank CD	3.25%	09/30/24	220,261	–	(220,261)	–	220,261	(220,261)	–
Prosperity Bank CD	2.55%	10/19/24	10,000	–	–	10,000	10,000	–	10,000
Prosperity Bank CD	2.65%	10/19/24	40,000	–	–	40,000	40,000	–	40,000
East West Bank CD	5.64%	11/12/24	–	3,022,645	–	3,022,645	–	3,022,645	3,022,645
Prosperity Bank CD	2.55%	11/15/24	20,000	–	–	20,000	20,000	–	20,000
Prosperity Bank CD	2.55%	11/15/24	10,000	–	–	10,000	10,000	–	10,000
Prosperity Bank CD	3.90%	01/30/25	89,010	–	–	89,010	89,010	–	89,010
East West Bank CD	5.44%	02/12/25	–	3,021,858	–	3,021,858	–	3,021,858	3,021,858
Prosperity Bank CD	3.75%	03/11/25	50,000	–	–	50,000	50,000	–	50,000
First Bank Texas CD	4.85%	03/17/25	–	2,000,000	–	2,000,000	–	2,000,000	2,000,000
East West Bank CD	5.25%	05/12/25	–	3,021,114	–	3,021,114	–	3,021,114	3,021,114
American Nat'l B&T CDARS	5.28%	08/09/25	–	1,007,648	–	1,007,648	–	1,007,648	1,007,648
First Bank Texas CD	5.12%	09/17/25	–	2,000,000	–	2,000,000	–	2,000,000	2,000,000
First Bank Texas CD	4.89%	03/17/26	–	2,500,000	–	2,500,000	–	2,500,000	2,500,000
First Bank Texas CD	4.07%	09/17/26	–	1,500,000	–	1,500,000	–	1,500,000	1,500,000
TOTAL / AVERAGE	**4.68%**		**$ 87,534,950**	**$ 18,073,265**	**$ (31,088,302)**	**$ 74,519,913**	**$ 87,534,950**	**$ (13,015,037)**	**$ 74,519,913**

Fund Allocation - Book & Market Value
September 30, 2024

	Total	General Fund	CCPD Fund	REIDC Fund	Other Special Revenue Funds	Water/Sewer Operating Fund	Capital Funds	ARPA Fund	Debt Service Fund
JPMorgan Chase Bank MMA	$ 16,597,666	$ 1,985,684	$ 1,803,646	$ 4,459	$ 1,773,515	$ 3,491,350	$ 8,085,815	$ (711,188)	$ 164,385
Prosperity Bank MMA	69,040	69,040	–	–	–	–	–	–	–
Texas Class LGIP	39,560,932	9,114,976	–	7,855,357	–	3,446,312	18,053,841	1,090,446	–
10/19/24-Prosperity Bank CD	10,000	10,000	–	–	–	–	–	–	–
10/19/24-Prosperity Bank CD	40,000	40,000	–	–	–	–	–	–	–
11/12/24-East West Bank CD	3,022,645	3,022,645	–	–	–	–	–	–	–
11/15/24-Prosperity Bank CD	20,000	–	–	–	–	20,000	–	–	–
11/15/24-Prosperity Bank CD	10,000	10,000	–	–	–	–	–	–	–
01/30/25-Prosperity Bank CD	89,010	89,010	–	–	–	–	–	–	–
02/12/25-East West Bank CD	3,021,858	3,021,858	–	–	–	–	–	–	–
03/11/25-Prosperity Bank CD	50,000	50,000	–	–	–	–	–	–	–
03/17/25-First Bank Texas CD	2,000,000	1,000,000	–	1,000,000	–	–	–	–	–
05/12/25-East West Bank CD	3,021,114	–	–	3,021,114	–	–	–	–	–
08/09/25-American Nat'l B&T CDARS	1,007,648	–	1,007,648	–	–	–	–	–	–
09/17/25-First Bank Texas CD	2,000,000	1,000,000	–	–	–	1,000,000	–	–	–
03/17/26-First Bank Texas CD	2,500,000	2,500,000	–	–	–	–	–	–	–
09/17/26-First Bank Texas CD	1,500,000	–	–	–	–	1,500,000	–	–	–
Total	**$ 74,519,913**	**$ 21,913,214**	**$ 2,811,294**	**$ 11,880,929**	**$ 1,773,515**	**$ 9,457,662**	**$ 26,139,656**	**$ 379,257**	**$ 164,385**

Fund Allocation - Book & Market Value
June 30, 2024

	Total	General Fund	CCPD Fund	REIDC Fund	Other Special Revenue Funds	Water/Sewer Operating Fund	Capital Funds	ARPA Fund	Debt Service Fund
JPMorgan Chase Bank MMA	$ 34,421,234	$ 12,460,573	$ 4,090,429	$ 2,974,926	$ 1,618,887	$ 3,860,059	$ 4,141,725	$ 79,470	$ 5,195,164
Prosperity Bank MMA	69,039	69,039	–	–	–	–	–	–	–
Texas Class LGIP	52,605,406	10,913,882	–	8,695,144	–	4,365,868	27,554,862	1,075,650	–
09/30/24-Prosperity Bank CD	220,261	220,261	–	–	–	–	–	–	–
10/19/24-Prosperity Bank CD	10,000	10,000	–	–	–	–	–	–	–
10/19/24-Prosperity Bank CD	40,000	40,000	–	–	–	–	–	–	–
11/15/24-Prosperity Bank CD	20,000	–	–	–	–	20,000	–	–	–
11/15/24-Prosperity Bank CD	10,000	10,000	–	–	–	–	–	–	–
01/30/25-Prosperity Bank CD	89,010	89,010	–	–	–	–	–	–	–
03/11/25-Prosperity Bank CD	50,000	50,000	–	–	–	–	–	–	–
Total	**$ 87,534,950**	**$ 23,882,765**	**$ 4,090,429**	**$ 11,670,070**	**$ 1,618,887**	**$ 8,225,927**	**$ 31,696,587**	**$ 1,155,120**	**$ 5,195,164**

AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ILA - Emergency Management Assistance

MEETING DATE: November 12, 2024

DEPARTMENT: Fire

ITEM SUMMARY:
Consider approval of an Interlocal Agreement between the City of Roanoke and the Town of Trophy Club for Emergency Operations Plan (EOP) Development and Assistance.

INFORMATION:
This interlocal agreement assists the Town of Trophy Club with its emergency operations plan. Essentially, they (Trophy Club) will be brought under our plan as it is updated this year for the Texas Department of Emergency Management. As part of the agreement, Roanoke Emergency Management will provide training on the plan and assistance during disasters as needed.

STAFF RECOMMENDATION:
Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:
Trophy Club will compensate Roanoke $10,000 annually for the assistance.

ATTACHMENTS:
1. ILA - Trophy Club and Roanoke v3

INTERLOCAL AGREEMENT
FOR EMERGENCY OPERATIONS PLAN (EOP)
DEVELOPMENT AND ASSISTANCE

THE STATE OF TEXAS	**§**	
	§	**KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DENTON	**§**	

THIS INTERLOCAL AGREEMENT (the "Agreement"), is made and entered into by the **CITY OF ROANOKE, TEXAS,** a Texas home-rule municipality ("Roanoke") and the **TOWN OF TROPHY CLUB, TEXAS,** a Texas home-rule municipality ("Trophy Club"). Trophy Club and Roanoke may be collectively referred to as the "Parties" and individually as a "Party" in this Agreement.

RECITALS

WHEREAS, pursuant to the authority granted under Chapter 791 of the Texas Local Government Code (the "Act"); and

WHEREAS, Roanoke and Trophy Club recognize the joint benefits of providing mutual aid and cooperation in public emergencies; and

WHEREAS, Roanoke has expertise in emergency management, including the development, review, and submission of Emergency Operations Plans ("EOPs") to the State of Texas and the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, Trophy Club seeks the assistance of Roanoke in the development, review, and submission of Trophy Club's EOP; and

WHEREAS, the Parties recognize the potential for the inclusion of Trophy Club within Roanoke's broader EOPs, including mutual coordination in various emergency situations; and

WHEREAS, in accordance with Section 791.011(d)(3) of the Act, each Party is paying for the performance of the governmental functions and services in this Agreement from current revenues available to the paying Party; and

WHEREAS, Roanoke and Trophy Club have concluded that this Agreement fairly compensates the performing Party for the governmental functions and services being provided hereunder; and

WHEREAS, Roanoke and Trophy Club find and determine that this Agreement is made in the best interests of the public health, safety, and welfare of the citizens of Roanoke and Trophy Club and the State of Texas; and

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants, promises, and representations herein contained, the Parties agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the Parties.

2. Term.

a. This Agreement is effective on November 12, 2024 (the "Effective Date") and shall continue thereafter until September 30, 2025 (the "Initial Term"), unless terminated sooner under the provisions in this Agreement.

b. Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional one-year term(s) (each a "Renewal Term") unless written notice is provided by either Party prior to the expiration the applicable Renewal Term.

3. Scope of Services. Roanoke will assist Trophy Club in the development, review, and submission of an EOP to the State of Texas and FEMA, which will be tailored to the needs of Trophy Club. This assistance may include, but is not limited to:

a. Developing new sections of the existing EOP;

b. Reviewing existing elements of the EOP for completeness and compliance with federal, state, and local guidelines;

c. Coordinating the submission process of the EOP, grants, and other resources to the appropriate authorities, including the State of Texas and FEMA;

d. Where appropriate, incorporating Trophy Club's EOP into the existing EOP for Roanoke to ensure seamless and mutual coordination in the event of a disaster or emergency;

e. Conduct training as requested and necessary to assist Trophy Club; and

f. Serve as Emergency Management Administrator for the Town of Trophy Club in the event of a disaster as determined by the Fire Chief.

4. Compensation. Trophy Club agrees to pay Roanoke the sum of **TEN THOUSAND DOLLARS ($10,000.00)** annually as full compensation for the services rendered under this Agreement. Payment shall be due upon execution of this Agreement and no later than October 31, of renewed terms; and may be made via check or electronic funds transfer to a bank account designated by Roanoke.

5. Timeline. The Parties agree that Roanoke will complete the development, review, and submission of Trophy Club's EOP within two-hundred (200) business days of the Effective Date of this Agreement, unless extended by mutual written consent.

6. Responsibilities of the Parties.

a. Roanoke.

A qualified person shall be retained, hired, and employed to serve under the direction and supervision of Roanoke's Fire Chief to serve as the Emergency Management Administrator ("EMA") for both cities. Roanoke's Fire Chief shall have the authority to hire, supervise, direct, evaluate, discipline, discharge, and terminate the EMA. As such, Roanoke agrees to provide the necessary staff, resources, and expertise to assist in the development of the EOP for Trophy Club as described above.

b. Trophy Club.

Trophy Club agrees to provide all necessary information, access to relevant personnel, and other necessary support to facilitate the completion of the EOP for Trophy Club. This may include, but is not limited to, providing copies of existing emergency management documents, historical data, and participation in meetings as requested by Roanoke.

7. Incorporation of Trophy Club into Roanoke's Emergency Plans. As part of the development process, the Parties agree that Trophy Club will be incorporated into Roanoke's broader emergency management plans, where appropriate. This may include collaboration during exercises, response activities, and other relevant scenarios.

8. Termination. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party. In the event of termination, Trophy Club shall pay for all services rendered by Roanoke up to the date of termination and Roanoke shall reimburse Trophy Club a prorated rate relevant to the amount of work remaining to be done.

9. Miscellaneous.

a. **Amendments.** This Agreement 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 shall not be assigned without the express written consent of both Parties.

d. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Roanoke warrants and represents that the individual executing this Agreement on behalf of Roanoke has full authority to execute this Agreement and bind Roanoke to the same. Trophy Club warrants and represents that the individual executing this Agreement on behalf of Trophy Club has full authority to execute this Agreement and bind it to the same.

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 this 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. **Independent Contractor.** All Parties mutually agree that Roanoke is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Roanoke in no way are to be considered employees of Trophy Club, and employees of Trophy Club in no way are to be considered employees of Roanoke. The employment rights of either Party assigned under this Agreement will not be abridged.

h. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the Parties hereto and not for the benefit of any third party. It is the express intention of Roanoke and Trophy Club that any entity other than Roanoke or Trophy Club receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the parties to this Agreement.

i. **No Waiver of Immunity.** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Trophy Club or Roanoke which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each Party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the Parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity. Pursuant to Section 791.006 of the Act, the assignment of liability in this Agreement is intended to be different than liability otherwise assigned under Subsection (a) of Section 791.006.

j. **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, and addressed as follows:

If to Roanoke:	City of Roanoke, Texas 500 S. Oak Street Roanoke, TX 76262 Attn: Cody Petree, City Manager Phone Number: (817) 491-2411
If to Trophy Club:	Town of Trophy Club, Texas 1 Trophy Wood Drive Trophy Club, TX 76262 Attn: Brandon Wright, Town Manager Phone Number: (682) 237-2900

k. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.

l. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

m. **Waiver of Breach.** No waiver by either Party of any default or breach of a term or condition of this Agreement by the other Party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

n. **Entire Agreement.** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date above written.

ROANOKE:

CITY OF ROANOKE, TEXAS
A Texas home-rule municipality

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

_____
Date Signed

ATTEST:

_____
April S. Hill, City Secretary

APPROVED AS TO FORM:

_____
Jeffery L. Moore, City Attorney

TROPHY CLUB:

TOWN OF TROPHY CLUB, TEXAS
A Texas home-rule municipality

By:_____
Brandon Wright, Town Manager

_____
Date Signed

ATTEST:

_____

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

_____

Dean Roggia, Town Attorney

AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: ILA with Tarrant County ESD #1 for Fire and EMS Services

MEETING DATE: November 12, 2024

DEPARTMENT: Fire

ITEM SUMMARY:
Consider approval of an Interlocal Agreement between the City of Roanoke and Tarrant County ESD No. 1 for Fire and EMS services.

INFORMATION:
This is the renewal of the annual agreement between Tarrant County ESD and Roanoke for the provision of Fire and EMS services to the district. Tarrant County ESD is providing us with grant funding for a new ambulance ordered in 2022, which is due to arrive in January 2025. In addition, the ESD pays for our services and provides us with an annual grant each year.

STAFF RECOMMENDATION:
Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:
1. Tarrant County ESD No One - Fire and EMS Services
2. Tarrant County ESD No One - Exhibits A-C

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Roanoke, Texas
Fire Service
Emergency Medical Services
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF ROANOKE, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of ONE HUNDRED SIX THOUSAND EIGHT HUNDRED DOLLARS ($106,800.00) during this contract year by making equal quarterly payments during the months of January 2025, April 2025, July 2025 and October 2025 for fire protection services in the service area outlined in Exhibit "A." In order to receive the payment for January 2025 and prior to every quarterly payment thereafter, the DEPT will provide the DISTRICT a fiscal year to date summary report of all incidents responded to in the DISTRICT by the DEPT.

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($2,750,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2025, May 2025, August 2025 and November 2025.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2023 and ending September 30, 2025. Regarding response purposes, this Agreement will remain in force until the 2025-25 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2025 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency

scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2025 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2025. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

_____
President

ATTEST:

_____
Secretary/Treasurer

CITY OF ROANOKE, TEXAS

_____
Authorized Official

ATTEST:

_____
Secretary

Exhibit "D"

GRANT FROM DISTRICT

City of Roanoke

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
SCBA	$12,500.00

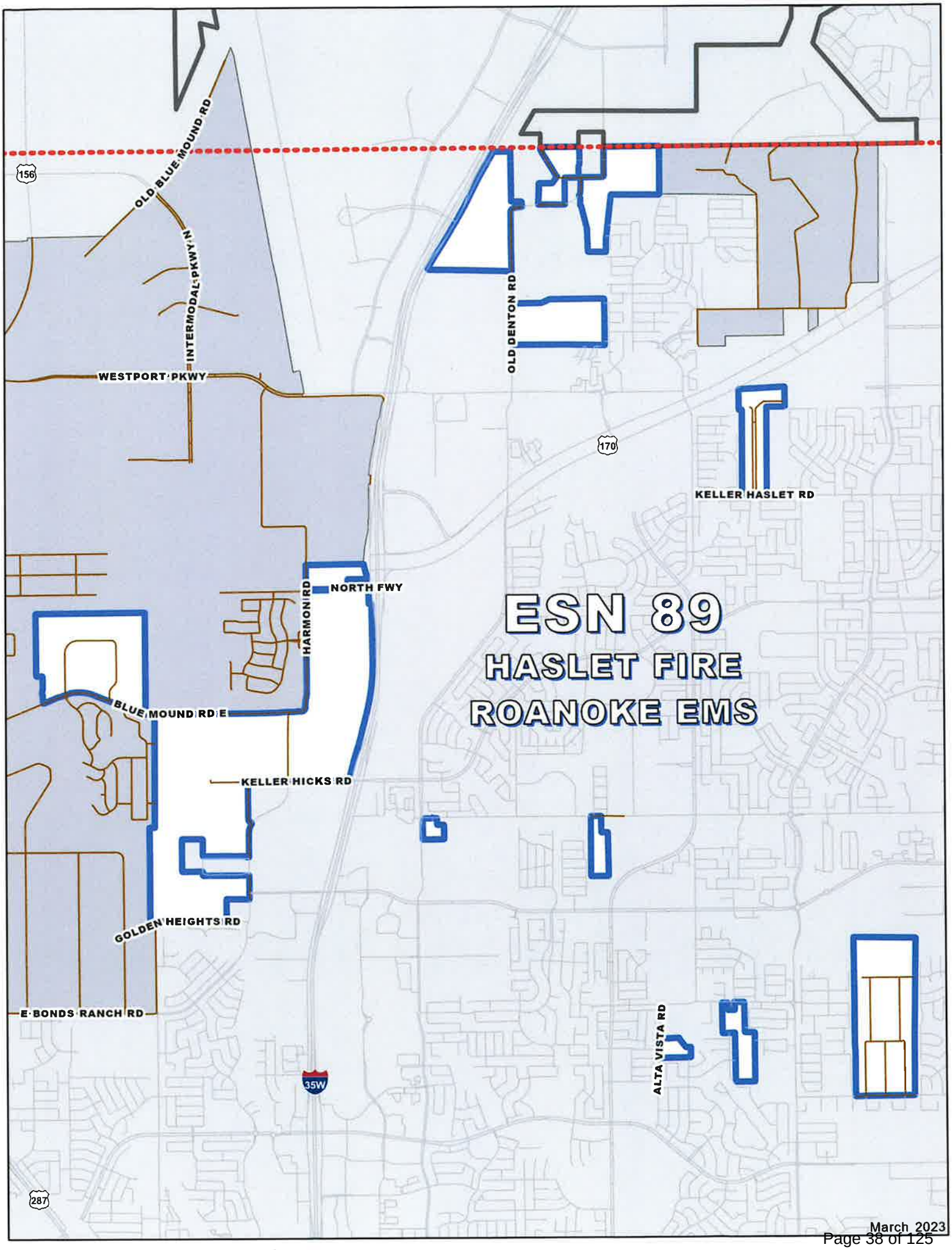

ESN 89
HASLET FIRE
ROANOKE EMS
OLD BLUE MOUND RD
INTERMODAL PKWY N
WESTPORT PKWY
OLD DENTON RD
KELLER HASLET RD
NORTH FWY
HARMON RD
BLUE MOUND RD E
KELLER HICKS RD
GOLDEN HEIGHTS RD
E BONDS RANCH RD
ALTA VISTA RD
156
170
35W
287

EXHIBIT "B"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
POINT SYSTEM
2022–2023
RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:	
Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point
***AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

EXHIBIT "C"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

EQUIPMENT POLICY

Table of Contents

Title	Policy Number
Mission Statement	100.0
Types of Calls Inside Tarrant County	101.0
Care and Maintenance	102.0
Training and Staffing	103.0
Types of Calls Outside Tarrant County	104.0
Inspections by the District	105.0

Mission Statement

To provide emergency services to the residents of the unincorporated areas of Tarrant County by offering equipment for fire fighting and emergency medical purposes to the unincorporated areas of Tarrant County and providing available equipment to support and supplement existing equipment along with supervising the availability of this equipment for the citizens it serves.

Types of Calls the Apparatus Inside Tarrant County

---

1. Structure fires where no adequate water supply exists. (Tanker)

2. In support of the fire fighting units engaged in grass and brush fires.

3. In support of fire fighting units(s) engaged in such emergencies that require a large supply of water. (Tanker)

4. In support of fire fighting activities of Fire departments that contract with the Emergency Service District.

5. Other such calls, emergencies, or other activities as directed by the Tarrant County Fire Marshal's Office.

6. As assigned by the Fire Chief of the appointed departments which house the apparatus.

Care and Maintenance

1. Each individual fire department who contracts with the Emergency Service District to house and operate one of these units shall be responsible for normal day to day operation cost, and the regular maintenance of that particular unit. Day to day operating cost include: fuel, motor oil, lubricants, fan belts, water hoses, anti-freeze, air filters, transmission fluids, etc. Preventative maintenance includes scheduled oil and filter changes per manufacturer specifications, lubrications, tire rotations if needed, etc.

2. On all major repairs, each department will advise the Emergency Service District Board or the Tarrant County Fire Marshal's Office and coordinate these repairs with them. Top priority shall be given to keeping all units in service at all times.

3. All damages to the apparatus and the equipment assigned to it, either minor or major in nature, shall be reported to the Tarrant County Fire Marshal's Office who is assigned to oversee the operation of these units as soon as possible so that it can be repaired.

4. Anytime any unit is to be out of service whether for a mechanical reasons or otherwise, it shall be reported to the Tarrant County Fire Marshal's Office and also the Tarrant County Fire Alarm Center who will coordinate temporary coverage for that area that unit protects.

5. The Tarrant County Fire Marshal's Office shall coordinate warranty repair.

6. The department to which a Tanker is assigned is also responsible to see that the apparatus is not to leave the hard surface of the road.

Training and Staffing

1. Each individual department that is assigned one of the apparatus is responsible for training its personnel in the operations of the unit. This includes, but is not limited to, driving and all operations of the units.

2. When responding to emergency calls, it shall be up to the Fire Chief of the department the vehicle is assigned to, to oversee that the vehicle is adequately staffed for any particular assignment to which it is responding.

3. All drivers of the apparatus must at least possess a class "B" exempt driver's license.

Outside Unincorporated Usage

1. If, in the opinion of the Tarrant County Fire Marshal's Office, the utilization of this equipment outside of Tarrant County will serve a public purpose of the citizens of Tarrant County, Texas then the equipment may be used outside of Tarrant County, Texas in an area under the jurisdiction of a city or volunteer fire department.

2. On major incidents outside the boundaries of unincorporated Tarrant County, only one unit from the northern district and one unit from the southern district shall be permitted to leave the county. Priority shall always be with protecting the citizens of the unincorporated Tarrant County area.

3. Response to areas inside Tarrant County, but outside the responsible areas of the Emergency Services District, shall be coordinated through the Tarrant County Fire Alarm Center and also be limited only to those cities who contract with the District and can only be utilized for fire fighting purpose only. The Tarrant County Fire Alarm Center will then notify the Tarrant County Fire Marshal's Office when this occurs.

Inspection by the Emergency Services District

---

1. The Emergency Service District or its representatives shall be allowed to inspect each apparatus and the equipment assigned to it at any reasonable time to assure that the apparatus is being maintained, adequately equipped, and is available for emergency calls.

2. Apparatus that is not being maintained or equipped, and therefore unavailable for calls, can and shall be reassigned to another department if the Emergency Service District decided that such a reassignment would better serve the district and its citizens.

AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2024-109R - Casting Votes for DCAD Board of Directors

MEETING DATE: November 12, 2024

DEPARTMENT: Administration

ITEM SUMMARY:
Consideration and action on approval of Resolution No. 2024-109R, casting votes for candidates in the election of the Denton Central Appraisal District Board of Directors.

INFORMATION:
Each voting unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

STAFF RECOMMENDATION:
Approve Resolution No. 2024-109, casting votes

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:
1. RES NO 2024-109R - Casting of Votes for DCAD Board of Directors
2. 2024 Votes - DIST OF VOTES (1)
3. Candidates List
4. Altman Bio Information
5. Benjamin Bio Information
6. Buck Bio Information
7. Dodson Bio Information

AGENDA ITEM

8. Hennefer Bio Information
9. Martin Bio Information
10. Pomykal Bio Information
11. Yeager Bio Information

RESOLUTION NO. 2024-109R

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS EXERCISING ITS RIGHT TO CAST VOTES FOR CANDIDATES IN THE ELECTION OF THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City of Roanoke is a member of the Denton Central Appraisal District and is entitled to cast 20 votes in the election of the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

WHEREAS, each voting unit must cast it's votes by resolution and submit it to the Chief Appraiser before December 15, 2024.

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

Section 1. The City of Roanoke hereby cast votes accordingly as represented below:

Candidate Name	# of votes

Section 2. That this resolution shall become effective immediately upon its passage and approval.

DULY RESOLVED by the City Council of the City of Roanoke, Texas, on this the 12th day of November, 2024.

APPROVED:

_____
Carl E. Gierisch, Jr., Mayor

ATTEST:

_____
April S. Hill, City Secretary

APPROVED AS TO FORM:

_____

Jeff Moore, City Attorney

DENTON CENTRAL APPRAISAL DISTRICT

2024 DISTRIBUTION OF VOTES

JURISDICTIONS		2023 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	60,114,589.31	2.1028%	105
S02	AUBREY ISD	34,321,369.54	1.2006%	60
S03	CARROLLTON-FB ISD	59,321,215.50	2.0751%	104
S04	CELINA ISD	3,146,365.81	0.1101%	6
S05	DENTON ISD	363,897,514.29	12.7291%	636
S15	ERA ISD	1,316.27	0.0000%	1
S06	FRISCO ISD	185,710,323.80	6.4962%	325
S07	KRUM ISD	22,973,409.13	0.8036%	40
S08	LAKE DALLAS ISD	38,574,582.69	1.3493%	67
S09	LEWISVILLE ISD	640,496,706.05	22.4046%	1120
S10	LITTLE ELM ISD	99,672,541.66	3.4865%	174
S11	NORTHWEST ISD	211,182,352.68	7.3872%	369
S12	PILOT POINT ISD	12,242,011.09	0.4282%	21
S13	PONDER ISD	16,192,375.42	0.5664%	28
S17	PROSPER ISD	44,883,909.88	1.5700%	79
S14	SANGER ISD	25,430,897.51	0.8896%	44
S16	SLIDELL ISD	752,781.09	0.0263%	1
SCHOOL DISTRICTS TOTALS		$1,818,914,261.72	63.626%	3182
G01	DENTON COUNTY	$332,669,895.73	11.64%	582
CITIES:				
C26	TOWN OF ARGYLE	4,743,192.10	0.1659%	8
C01	CITY OF AUBREY	4,743,753.36	0.1659%	8
C31	TOWN OF BARTONVILLE	1,098,332.46	0.0384%	2
C02	CITY OF CARROLLTON	66,820,813.21	2.3374%	117
C49	CITY OF CELINA	5,780,996.55	0.2022%	10
C03	CITY OF THE COLONY	49,370,888.63	1.7270%	86
C21	TOWN OF COPPELL	1,189,865.11	0.0416%	2
C27	TOWN OF COPPER CANYON	1,486,063.82	0.0520%	3
C04	CITY OF CORINTH	17,538,879.40	0.6135%	31
C20	CITY OF DALLAS	17,277,441.44	0.6044%	30
C05	CITY OF DENTON	107,856,823.32	3.7728%	189
C42	CITY OF DISH	214,089.77	0.0075%	1
C30	TOWN OF DOUBLE OAK	1,236,380.77	0.0432%	2
C47	TOWN OF CORRAL CITY	19,122.17	0.0007%	1
C07	TOWN OF FLOWER MOUND	59,647,226.67	2.0865%	104
C36	CITY OF FORT WORTH	43,511,254.84	1.5220%	75
C32	CITY OF FRISCO	77,125,010.53	2.6978%	135
C39	CITY OF GRAPEVINE	353.40	0.0000%	1
C22	TOWN OF HACKBERRY	215,931.00	0.0076%	1
C38	CITY OF HASLET	4,273.59	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,513,775.76	0.0879%	4
C08	CITY OF HIGHLAND VILLAGE	16,016,996.76	0.5603%	28
C09	CITY OF JUSTIN	6,157,278.77	0.2154%	10
C18	CITY OF KRUGERVILLE	1,306,852.91	0.0457%	2
C10	CITY OF KRUM	4,569,621.33	0.1598%	8
C11	CITY OF LAKE DALLAS	4,221,993.88	0.1477%	7
C25	CITY OF LAKEWOOD VILLAGE	676,945.12	0.0237%	1
C12	CITY OF LEWISVILLE	87,690,250.13	3.0674%	153
C13	TOWN OF LITTLE ELM	45,921,404.02	1.6063%	80
C45	CITY OF NEW FAIRVIEW	57,369.53	0.0020%	1
C33	TOWN OF NORTHLAKE	8,206,500.28	0.2871%	14
C24	CITY OF OAK POINT	4,480,417.82	0.1567%	8
C14	CITY OF PILOT POINT	4,286,872.10	0.1500%	8
C29	CITY OF PLANO	7,098,097.71	0.2483%	11
C15	TOWN OF PONDER	2,180,652.92	0.0763%	3
C48	CITY OF PROSPER	12,225,453.38	0.4276%	20
C51	TOWN OF PROVIDENCE VILLAGE	5,459,672.92	0.1910%	10
C17	CITY OF ROANOKE	11,368,927.41	0.3977%	20
C16	CITY OF SANGER	8,914,071.23	0.3118%	15
C34	TOWN OF SHADY SHORES	1,555,153.67	0.0544%	2
C37	CITY OF SOUTHLAKE	824,974.30	0.0289%	1
C28	CITY OF TROPHY CLUB	11,354,591.12	0.3972%	20
C44	TOWN OF WESTLAKE	220,870.82	0.0077%	1
CITY TOTAL		$707,189,436.03	24.74%	1236
TOTAL ALL JURISDICTIONS		$2,858,773,593.48	100.00%	5000

Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
www.dentoncad.com

TO: Denton County Taxing Units

FROM: Don Spencer, Chief Appraiser

DATE: October 23, 2024

SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. Since December 15th falls on a Sunday this year, this means resolutions must be received by close of business on Friday, December 13th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

The candidates nominated by the taxing units are:

Candidate	Nominating Unit
1. Rob Altman	***City of Frisco, City of The Colony, Denton County, City of Roanoke Town of Northlake***
2. Henry Benjamin III	***Frisco ISD***
3. Alex Buck	***City of Highland Village, Denton County, City of Lewisville, City of Southlake***
4. Vicki Byrd	***City of Denton***
5. Bryan Dodson	***Frisco ISD***
6. Jared Eutsler	***City of Corinth***
7. Sean Frank	***Frisco ISD***
8. Mike Hennefer	***City of Carrollton, City of The Colony, Denton County, C-FB ISD***
9. Ray Martin	***Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake***
10. Ann Pomykal	***Denton County, City of Lewisville, City of Southlake***
11. Sandeep Sharma	***Town of Flower Mound***
12. Charles Stafford	***Denton ISD, City of Denton, City of Southlake, Pilot Point ISD***
13. Osiris Wade	***Frisco ISD***
14. Bruce Yeager	***Ponder ISD***
15. **David Terre	***Nominated by City of Denton*** **Does not desire to be re-elected**

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Rob Altman II
Name

3472 Delford Drive Frisco, Texas 75033
Address/City/Zip

979-574-3390 — Cell Phone

robaltman2@gmail.com — E-mail

1. Are you a resident of Denton County? **Yes**
   a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
   a. If yes, which taxing unit? _____
   b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **No**
   a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **No**
   a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
   a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**

8. Are you directly related to any employee of the Denton CAD? **No**
   a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

    I believe in service to others and to the community. My family moved to North Texas because of the opportunities available to my family. These opportunities as we saw them were great communities to live in, work in, and play in.

    These opportunities also included education and the ability for my children to receive a strong academic foundation with our respective school district before pursuing higher education.

    I have always been intellectually curious and enjoy advocating for organizations and people. I also enjoy solving problems and enjoy working to find solutions, and yet I understand the economic principle of tradeoffs.

    The statutory requirements for central appraisal district board members should be executed with a pragmatic approach. I will look for ways to educate the public on process and build relationships; I will use the same skills I used as a diplomatic advisor overseas to ensure positive impact.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

    I have attached my resume and a cover letter that will highlight my experiences in the finance, business development, and military sectors.

    Each of these experiences includes the management of large budgets, resource allocation, compliance, controls, and risk mitigation. These also include my constant focus on the unintended consequences of decision making and subsequent impacts.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Rob Altman II
(979) 574-3390
https://www.linkedin.com/in/robaltman2/
robaltman2@gmail.com

October 21, 2024

Denton Central Appraisal District Entities

Dear Neighbor,

Joining the military at 19, I have always had a passion for service, team building, and positive impact. After over 25 years of military service, I moved my family to Frisco, Texas, where I built a network of community volunteers and fellow veterans to support Scouting, Veteran efforts, and the larger North Texas community. I strive to exemplify the model of public service as a noble calling. As such, I'm asking that you vote for me to represent you on the Denton Central Appraisal Board.

I am confident that my leadership and experience in both the military and in industry will have a positive and lasting impact, as a representative, for your organization. I have managed multi-million-dollar budgets and have experience with both compliance and risk mitigation. I thrive on relationship building, listening, process improvement, deep analysis, emotional intelligence, and asking the right questions.

I will approach the duties and responsibilities of a board member, as outlined in Texas Law and the tax code, with deliberate problem-solving process and stakeholder collaboration. I will look for ways to seek both process improvement, on the board, and advocate for risk mitigation as applied to your organization.

Sincerely,

Rob Altman II
Frisco, Texas

ROB ALTMAN II

Frisco, Texas 75033

(979) 574-3390

robaltman2@gmail.com

PROFESSIONAL SUMMARY

Results and values driven—positive leader—focused on building organizational successes and care of people. Demonstrated record of success in building high performing teams and profitable operations.

Top Secret/ SCI Clearance adjudicated January 2018

WORK HISTORY

Vice President, Lead Business Execution Consultant 09/2023 - Current
Wells Fargo, Plano, Texas

- Strategic Execution Lead—selected to uplift operations support for the Merchant Services Onboarding Operations team
- Developed and implemented the Merchant Services Onboarding Operations controls front line monitoring program for multiple lines of business that include (Bank Secrecy Act and Anti-Money Laundering, Pricing, Contract Management, Regulatory Support, and Implementations) and consist of 52 separate controls.
- Currently designing the reporting and analytics program, executing operational systems, and organizational moves, and driving positive change for Wells Fargo Merchant Services Onboarding Operations
- Current technical software and data tools used includes both proprietary and Fiserv applications

Executive Business Manager, 09/2022 - Current
J.P. Morgan & Chase Co., Plano, Texas

- Military Pathways Associate (1/10 selected in 2022), and Executive Business Manager, for the Technical Implementations Leadership Team
- Developed the 2023 organization strategy, reporting and analysis, operational systems, and training efforts as a change management initiative for the Technical Implementations team within Merchant Services and the Corporate Investment Bank—these efforts included the reduction of aging cases by 80% in 120 days, increasing time to revenue for both large and small business clients.
- Technical software and data tools used for customer relationships and reporting included Salesforce and Tableau

Federal and Defense Program Manager, 05/2018 - 05/2021
URETEK USA, Inc, Frisco, Texas

- Business Development and Strategic Relationships
- Customer facing; identify business needs and requirements, managed Capture and Pipeline Development within and outside of the federal acquisition process
- Provided training to federal and defense clients for transportation and infrastructure readiness solutions
- Familiarity with Federal Acquisition Regulations and Defense Federal Acquisition Regulations

SKILLS

- Leadership and People Development
- Senior Leadership
- Strategic Planning
- Finance and Operations Support
- Program and Project Management
- Analytical and Critical Thinker
- Community Outreach

PROFESSIONAL DEVELOPMENT

- Business Analytics Program, Cornell University—May 2023
- Project Management Professional Program, University of Texas—March 2023
- Lean Six Sigma Black Belt Course, Simplilearn—March 2023
- U.S. Chamber of Commerce, Hiring our Heroes Corporate Fellow, Amazon Operations Manager—May 2018

COMMUNITY OUTREACH

- Member, Frisco Veterans Advisory Committee—2018 to Present
- Project Lead Purple Heart Monument Project—August 2024 to Present ($30,500 raised of $50,000 goal)
- Project Lead, Frisco Parks and Recreation, Veterans Memorial Renovation—2021 (Over $150,000 in both cash and in-kind donations raised)
- North Texas Partner, fundraising for the Museum of the U.S. Army—2018 (Over $115,000 raised)

- Briefed Chief of the U.S. Army Corps of Engineers and Commander and the U.S. Air Force Procurement Commander on URETEK capabilities; provided URETEK process specifications to U.S. Air Force Civil Engineering Command for inclusion in the Unified Facilities Criteria for Asphalt and Pavement repair and inclusion for multiple design solicitations
- Built URETEK's Federal and Defense team from the ground level-increasing URETEKs overall revenue with a new line of business (3.6%- from $0 to $1.8 million dollars in the first 18 months)
- Technical software and data tools used for reporting included Salesforce and proprietary applications

Chief of Staff/ Executive Officer, 01/2016 - 06/2018

U.S. Army, Fort Cavasos, Texas

- Senior leader of a combat armored force consisting of 10 direct reports and over 650 soldiers and the principal advisor to unit commander
- Responsible for personnel, logistics, communication, operations, intelligence, and vehicle fleet maintenance programs and staff functions (lines of business)
- Responsible for training and professional development of 30 battalion Officers
- Handpicked by 1st Cavalry Division Commanding General to redirect the organization as positive change agent/ coach and redirected the organizations' focus to mission prioritization, organizational pride, and personal development
- Led organizations' core logistics program (battalion maintenance program), with a vehicle and equipment portfolio valued over $328.7 million dollars to a 96% success rate (operational rate), an improvement of 34% within the first 90 days.
- Provided oversight, management, and execution of, to include day-to-day collaboration with Industry Program Managers for the M1A2 Abrams and M2A3 Bradley upgrades for 42 vehicles. Project cost: $266.8 million dollars
- Managed the annual training and maintenance budget, an excess of 20 million dollars, and ensured the successful travel (deployment and return) of 3 (100 person plus) training deployments
- Organized and lead the resourcing, coordination, and execution of the 1st Cavalry Divisions' 2018 strategic planning conference; synchronized the training efforts, and regional travel, for 6 organizations, their operational planners, approximately 18,000 personnel, and 23 supporting and external agencies for 2018 through 2020

Senior Consultant and Diplomatic Advisor, 01/2015 - 12/2015

U.S. Army OPM SANG, Hofuf, Saudi Arabia

- Lead Diplomatic Advisor for King Abdullah Brigade
- Supervised 4 U.S. Diplomatic advisors and 6 contracted interpreters in support of Saudi Arabian National Guard modernization objectives
- Advisor to 3 General officers of the Saudi Arabian Ministry of the National Guard, and their deputies, in operations, intelligence, training/coaching, logistics, and the fielding and tactical employment
- Developed the King Abdullah Brigade 3-year training plan, procurement, and contracting plan
- Acted as liaison for U.S. Personnel assigned to the region and supported the Consul General's (U.S. State Department) efforts on regional economic development

- Host Committee for U.S. Army Scholarship fund—2018 to Present ($7500.00 raised)
- National Security Advisory Committee, America's Future Series—2019 to Present
- Albers Aviation Veterans Conference Volunteer—2022 to Present
- Scout Master, Troop 45, Little Elm, TX—2023 to Present
- Assistant Scout Master, Troop 45, Little Elm, TX—2019 to 2023
- Life Member Frisco, Texas Veteran of Foreign Wars Post 8273—2018 to Present (Scouting Scholarship Chair)
- Life Member Frisco, Texas American Legion Peter J. Courcy Post 178—2018 to Present (Former Jr. Vice Commander)

LANGUAGES

GERMAN

- Professional Working

- Provided oversight, coordination, procurement, contracting, and security analysis for Nada Farms Compound Phase II expansion project that included 22 permanent and guest villas under contract between NADA Farms and OPM-SANG with an annual budget of 1.7 million U.S. Dollars

Principal Trainer/ Coach, 01/2009 - 01/2011
U.S. Army, Fort Moore, GA

- Company Commander for Infantry training company consisting of 13 direct reports and 240 employees with production goals of 720-960 trainees annually
- Handpicked by Brigade Commander to lead Reservist training unit to coach, instill, and inspire, a positive environment
- Recognition from U.S. Army senior leaders, for training solutions to meet current realistic combat scenarios

EDUCATION

PhD, Student, History, Current
University of North Texas - Denton, TX

- Completing required coursework; research currently focused on U.S. Army Interwar Planning and Mobilization.

MMAS, History, 12/2014
U.S. Army Command and General Staff College - Leavenworth, KS

- Selected for The Art of War Scholars program: Master's Thesis on U.S. Army Interwar Planning and the 1939 Protective Mobilization Plans.

MA, International Affairs, 12/2013
Texas A&M University - College Station, TX
(George H.W. Bush School of Government and Public Service)

- Capstone presented to Director of National Intelligence Liaison to NATO
- Ansary Fellow 2011-2013
- Inaugural Chief Student Ambassador

Graduate Certificate in National Security Studies, 05/2013
U.S. Army War College - Carlisle, Pennsylvania

Graduate Certificate Program in Advanced Security Studies, 06/2011
George C. Marshall Center – Garmisch-Partenkirchen, Germany

BA, History, 05/2004
Texas A&M University - College Station, Texas

- Member of Phi Alpha Theta Honor Society
- Glasscock Undergraduate Research Award

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Henry Joseph Benjamin, III
Name

904 Oglethorpe Ln Savannah TX 76227
Address/City/Zip

404 429-1825 Henry Benjamin3@gmail.com
Cell Phone E-mail

1. Are you a resident of Denton County? **Yes/No**
   a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
   a. If yes, which taxing unit? _____
   b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
   a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
   a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
   a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
   a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I am interested in serving on the Denton Central Appraisal District Board of Directors to help ensure fair and accurate property appraisals that support the community's need. I believe in maintaining transparency, accountability, and responsiveness in property valuation processes, and I aim to contribute my skills in decision-making and collaboration to help promote an efficient, equitable system for all Property owners in Denton

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

In addition to my commitment to fairness and transparency, I bring a strong background in Mathematics + Infrastructure Engineering, which has equipped me with valuable insights into property valuation and local governance. I am familiar with the needs and concerns of property owners in Denton County and am committed to balancing these interests with the responsibility to fund essential public services. My skills in data analysis + problem management will be instrumental in supporting informed and balanced decisions for the Community. I am dedicated to open communication and welcome feedback from stakeholders to improve the appraisal district's processes.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Henry Joseph Benjamin, III

www.linkedin.com/in/HenryBenjamin3 | Savannah, TX 76227 • 404.429.1825 (mobile) | HenryBenjamin3@gmail.com

Sr Systems Engineer

Objective

Dedicated and highly adaptable Systems Engineer with over 20 years of experience in designing, implementing, and maintaining complex IT infrastructures. Seeking to contribute my expertise to an organization's IT department and leverage my extensive project experience to drive success.

CERTIFICATIONS

Microsoft Certified Solutions Associate (MCSA: Server 2019)
ITIL-Foundations 2012
Microsoft Certified IT Professional (MCITP) – (*Server Administrator certification for Windows Server 2008*)

EDUCATION

Bachelor of Science in Mathematics w/Concentration in Engineering | *Morris Brown College* - Atlanta, GA
Network System Admin Professional Program 2019| *New Horizons Computer Learning Center*, Dallas, TX

EXPERIENCE

Bank of America **August 2022 - Present**
Sr. Systems Engineer IV/Project Lead *(Contractor)*

- Team lead for Windows 11 deployment targeting over 400,000 devices worldwide across all lines of business.
- Managed software updates, upgrades, and patching using SMTools, Jira, Tanium, Big Fix, and SCCM.
- Served as a technology subject matter expert and communicated complex solutions to diverse audiences.
- Project lead for Citrix updates, upgrades and all Microsoft patching.
- Viewed as a technology subject matter expert; able to provide and communicate complex technology solutions across differing audiences including technical, managerial, business executives and/or vendors.

TATA Consultancy Services (TCS) **December 2020 – August 2022**
Sr. Systems Engineer (contractor)

- Led Identity and Access Management projects, coordinating with application owners and testing privileged/service credentials.
- Conducted privilege account and entitlement reviews for AD/Azure privilege accounts.
- Migrated privilege accounts into PIM and Thycotic for enhanced security.

Global Payments, INC. *Plano, TX* **May 2019-December 2020**
Sr. Windows Infrastructure Engineer

- Managed MDT Image Servers and deployment points, DFS, WSUS, DHCP, and more.
- Administered Active Directory Group Policies for multiple domains.
- Implemented enterprise-level password vault for privileged accounts (Thycotic Server).

Teladoc Health *Louisville, TX* **October 2018 – May 2019**
Sr. Infrastructure Engineer

- Managed VMware/vSphere, Active Directory, and Windows patching.
- Oversaw Commvault backups and network monitoring with PRTG.
- Supported infrastructure upgrades and projects.

Hudson Bay Company *Jackson, MS* **March 2018 – February 2019**

Sr. Windows Systems Engineer *(Remote Contractor)*

- Collapsed Active Directory domains, decommissioned legacy servers, and supported IIS applications.
- Conducted SCCM patch deployments and cleanup of administrative access.

AmerisourceBergen Frisco, TX

Infrastructure Engineer II *(Contractor – Migration Project completed)* **January 2018 – June 2018**

- Assisted in migrating 25,000 mailboxes to Office 365.
- Managed Exchange environments and provided level 3 support.
- Mentored junior engineers on email-related issues.

Alvarez and Marsal, LLC *Dallas, TX* **March 2017 – Sept 2017**

Sr. Systems Engineer *(Remote-Contractor)*

- Upgraded VMware infrastructure, reconfigured alerts, and improved EMC call-home features.
- Supported development teams and maintained high availability environments.
- Cleanup of Active Directory Groups and File Server permissions and Group Policy Objects (GPO's).
- Manage day to day Server tasks and upgrades using SCCM, Horizon View, Comvault, and other apps.

BNSF Railway, *Fort Worth, TX* **August 2016 - March 2017**

ITIL-Problem Manager *(contractor- project completion)*

- Managed the Problem Management process and facilitated service level assessments.
- Analyzed root causes, identified known errors, and coordinated resolutions.
- Manage the relationship and execution of the outsourced service desk and participate in the extended Governance and service level assessment processes for service level agreements.

TSYS *Columbus, GA* **November 2015 - July 2016**

Senior Middleware Systems Administrator *(Relocated to Texas)*

- Managed complex server environments and troubleshooted Level 3 issues.
- Ensured secure communications and performed configuration management.

Internal Revenue Service *Chamblee, GA* **June 2015 – October 2015**

Systems Engineer *(Upgrade Project)*

- Contractor assigned to assist IRS Systems Engineers with nationwide hardware upgrades and deployments of Peripheral Gateway Servers and iLO configurations.
- Removed all Windows 2008 (and prior) servers from environment and promoted Active Directory Domain and Forest function level to Windows Server 2012 R2. Installed/Configured Windows Server 2012 R2 for 60 IRS Server locations throughout the United States.
- Managed/Supported Cisco Unified Intelligent Contact application implementations, changes and reports.

Leapfrog *Atlanta, GA* **May 2015 - June 2015**

Exchange Migration Specialist *(Project)*

- Architect and implemented Office 365 migration projects.
- Configured High Availability failover clusters for ADFS.

Children's Hospital of Atlanta *Atlanta, GA* **March 2015 – May 2015**

Senior Active Directory Support Engineer *(Contractor)*

- Managed Active Directory, Exchange 2010, and SCCM in a Citrix environment.

LARSON-JUHL *Norcross, GA* **August 2014 - January 2015**

Network Engineer/Systems Administrator *(project)*

- Re-architected Windows Active Directory Topology thereby eliminating replication errors and improving replication process, implementing alert system that sends weekly report to Engineering Group.
- Managed VMWare Hypervisor (5.x &6), V-Center servers, EMC VNX Storage Arrays, CISCO UCS and HP 7000 Blades Chassis.
- Managed Active Directory User Groups, WSUS, Nagios and Exchange 2013.
- Create monthly reports, and recommendations for Managed Services Clients.

HAVER FILLING SYSTEMS, Inc. *Conyers, GA* **September 2013 - July 2014**

Sr Infrastructure Engineer/Systems Engineer/Systems Administrator

- Implemented Unitrends Backup and Recovery system and Trend Micro Anti-Virus Solution.
- Performed Active Directory cleanup and domain renaming.
- Installed Dell EqualLogic SAN and NAS Storage devices to increase space and maintain stability.
- Reconfigured Active Directory and established Group Policies to manage all network Systems.
- Installed Windows Server Clusters with load balancing using multiple ESXi5.5 hosts, VMware and Hyper-V, configuring hardware, NICs, peripherals, services, settings, directories, storage, etc.
- Performed daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups and windows updates using WSUS.
- Installed/managed Unitrends, Trend Micro Anti-Virus Solution, Windows IIS configuration, VMware ESX 5.1, WSUS Server, Cisco ASA, Office 365, Adobe, Rockwell, AutoCAD, Solid Edge, Step 7, SAP B1, and Camos. Managed licensing for all software.
- Managed all IT inventory, purchasing and retirement of devices as well as the relationship with IT venders.

TerraGo Tech/REACH360 *Marietta, GA* **July 2013 - September 2013**

IT Administrator *(project)*

- Local Contractor during transition, tasked with assisting company in relocation project from Atlanta to DC area.
- Effectively provisioned, installed/configured, and maintained company's IT inventory.
- Managed SharePoint, VMware/VSphere ESX/ESXi 5.1, Veeam Backup and Replication.
- Managed Hosted Microsoft Exchange, Nagios (UNIX) Server, WUG Server, and WSUS Server.
- Managed Network including firewall, switches, NAS, VPN etc.

IPSWITCH, INC. *Alpharetta, GA* **January 2013 - July 2013**

Technical Support Engineer

- Installation Support Engineer for What's Up Gold in Multi-platform Server environments.
- Configured new implementations & developed processes/procedures and documentation for internal server environment.
- Identified, diagnosed, and resolved document defects & feature requests; proposed steps to reproduced relevant logs & snapshots.

EMORY UNIVERSITY *Atlanta, GA* **June 2011 - January 2013**

Operating Systems Engineer/Administrator, Sr

- Restructured Active Directory policies, users, permissions, folders and OU structure.
- Provided day-to-day Server level Systems Administration and Desktop Support for the Infrastructure and applications used by Emory University Library Students, Faculty and Staff.
- Upgraded Domain Controllers and repurposed servers as needed. Installed Nagios Server Alert Software on all servers and UPS devices to provide real time alerts, enabling me to fix incidents before users noticed.
- Managed Microsoft SCCM deployments; oversaw deployments of large and complex applications targeted for mass audience.

ZOG, INC. *Philadelphia, PA (Contract)* **December 2009 - August 2010**

Night-shift NOC Specialist/Server Administrator

- Administrated Level 2&3 Helpdesk support for multiple companies equipped with Windows, Linux, Oracle and Citrix based environments; maintained permissions, roles and troubleshooting.

- Monitored server backups using multiple tools and programs such as, Vembu Storgrid and Backup Exec and resolved issues.

UNIVERSITY OF PENNSYLVANIA *Philadelphia, PA* **June 2004 - May 2011**

Senior IT Support Specialist/Systems Administrator

- Primary support provider for faculty, staff and graduate students in the Mathematics and Physics Departments.
- Evaluated, implemented, tested, customized, and maintained new release of all hardware/software products and lifecycle.
- Designed software configurations, imaging process, inventory and policy for Windows and Linux desktops.
- Managed systems using Active Directory and assigning group policies.

Skills

Operating Systems: Windows Server, Linux
Virtualization: VMware, Hyper-V
Cloud Services: Office 365, Azure, AWS, Citrix
Networking: Cisco, Palo Alto, VPNs
Scripting: PowerShell
Monitoring: Nagios, PRTG, WhatsUpGold
Active Directory: Group Policy, PIM
Backup Solutions: Commvault, Veeam, Unitrends
Project Management, Remedy

Additional skills and information available upon request.

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Alex Buck
Name

Highland Village, TX 75077
Address/City/Zip

214-908-5940 alexmaryb@me.com
Cell Phone E-mail

1. Are you a resident of Denton County? **Yes/No**
   a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
   a. If yes, which taxing unit? _____
   b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
   a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
   a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
   a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

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9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

After serving 2 terms on the Denton CAD Board of Directors, I have seen the staff perform exceptionally well with an understaffed workforce & a changing market place regarding values. The challenges in front of DCAD moving forward include: ① Continuing to increase staff at a manageable rate, ② Exploring every avenue to keep the staff's productivity maximized ③ Training the new & existing personnel ④ Exploring facilities to house expanding staff while maximizing our customer service ⑤ Being a responsible steward of our member institutions contributions.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

As a 45 year resident of Denton County dedicated to service I am humbled to even be considered for this post. My goal is to continue to be responsive to all of our member entities needs & concerns. I have observed many of your meetings both online & in person to familiarize myself with your varied interests & points of view. I plan to continue that practice if selected for a second term. (See attached resume)

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

ALEXANDER LARKIN BUCK

PROFESSIONAL EXPERIENCE:

Quivira Enterprises, LLC. 1993 to present.

Responsible for building, marketing and acquisition of 300,000 square feet of commercial space in Lewisville and Flower Mound targeting startup businesses. Owner & CEO.

Lomas & Nettleton: 1983-1991

Responsible for acquisition, analysis, financing, zoning, sales, and infrastructure development of approximately 8,000 acres of real estate located in 5 states. Locally these included subdivisions in Corinth, Lewisville and Coppell.

EDUCATION

Southern Methodist University, 1983. Bachelors in Business, Concentration in Finance

PERSONAL

DCAD Board of Directors, 2021-2024

Medical Center of Lewisville Board of Trustees, Chairman- 2011-2017

Rotary Club:1993 to present.

Board Member 17 years. President -2012

Lewisville Education Foundation: 1995 to present

Past President and Life time Board Member
Scholarship Reader and School Chairman 1999-present
Marcus High School Liaison, 1998-2015
Endowed Buck Family Scholarship
Endowed Eiler & Adlaine Buck Scholarship
Endowed Evelyn Buck Elementary Teacher of the Year Award
Endowed Rowena McReynolds Teacher Grant

Texas Parent Teacher Student Association (PTSA) Life Member

Lewisville Independent School District

Bond Election PAC Treasurer 2005, 2008, 2017, 2023 and 2024
Bond Oversight Committee 2011 to 2013
School Finance Advisory Member 2018-2019
Golden Apple Award, 2008.
Champion for Kids Award, 2013
Donated and built 3 playground shelters for elementary and middle schools
Marcus Volleyball Booster Club President
InCubator Ed Mentor 2018-2020
Marcus Mentorship Program 2006-2008

Lewisville Economic Development Foundation, 2004 to 2008 President -2008

Dallas Home Builders Board Member, 1997 to 2002

Denton Home Builders Board Member, 1994 to 2005
President- 1998.

Member of Highland Village Master Plan Committee, 1998

Boy Scouts of America Silver Eagle Award, 2009

Lewisville Chamber of Commerce Citizen of the Year-2011

Lewisville High School Hall of Fame, 2021

Father of the three most beautiful children in the world

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Bryan Dodson

Name

3554 Norwich Ln, Frisco, 75033

Address/City/Zip

817-312-7598 bryandodson@yahoo.com

Cell Phone E-mail

1. Are you a resident of Denton County? **Yes/No**
   a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
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9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

AS A FORMER TRUSTEE FOR FRISCO ISD, I WAS APPROACHED ABOUT POSSIBILITY OF SERVING IN THIS ROLE, IF ELECTED. I AM HERE AND WILLING TO SERVE MY COMMUNITY IN THIS ROLE IN AN HONORABLE WAY, AS I HAVE IN THE PAST SERVING AS AN ELECTED OFFICIAL, AS WELL AS, VARIOUS BOARDS.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

SERVED ON: FRISCO ISD SCHOOL BOARD
CITY OF FRISCO EDC MEMBER
CITY OF FRISCO PLANNING & ZONING
CITY OF FRISCO BOARD OF ADJUSTMENTS
FRISCO ISD EDUCATION FOUNDATION
MEMBER FRISCO FIRST BAPTIST
YOUTH SOCCER COACH

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

RECEIVED
OCT 21 2024
DENTON CENTRAL APPRAISAL DISTRICT

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Mike Hennefer
Name

4265 Harvest Hill Road, Carrollton, TX 75010
Address/City/Zip

(214) 802-1382 — Cell Phone
mike@mikehennefer.com — E-mail

1. Are you a resident of Denton County? **Yes/No**
   a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
   a. If yes, which taxing unit? _____
   b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
   a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
   a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
   a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
   a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I want to serve because I think I would be a good board member. Why? I have good experience. I have owned a commercial property management firm since 1991. We have managed over 30 million square feet of commercial buildings. During that time I have personally handled informal protest, formal protest and even engaged some lawsuits. I understand the valuation process and the protest process.

I know how to ask questions. As an elected city councilmember (City of Carrollton) and as a business owner, I learned the value of asking questions. I'd rather be the man with the right questions instead of the man who thinks he knows all the answers.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I tackle problems in a positive way. A good property manager looks for and fixes problems before they become serious. As a DCAD board member I will operate the same way. There are some problems. Taxed entities are not entirely satisfied with DCAD. Why?

DCAD has some problems with limited staffing and meeting deadlines. Why?

What improvements can be made to satisfy the taxed entities. What improvements can be made to support and improve DCAD. I am willing to look seriously at these and other issues.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

MIKE HENNEFER

for

DCAD BOARD OF DIRECTORS

EXPERIENCED

- Informal Appeals
- Appraisal Review Boards
- Appraisal Lawsuits
- Elected to Carrollton City Council
- Treasurer Metrocrest Hospital Authority
- Vice Chair Trinity River Authority

SEASONED

- City of Carrollton Audit Committee
- North Texas Council of Government Emergency Preparedness Planning Council
- Dallas County Medical Reserve Corps
- Member of Transit Oriented Development
- Dallas Red Cross Liaison

Businessman

- Owner: Corporate USA Real Estate Services, have managed 30 million Sq. Ft. Commercial Buildings
- Owner: Corporate Contractors, Built 50 Million Sq. Ft.
- Texas Real Estate Broker since 1991
- Owner: Advanced Environmental Management

Family Man

- Lived in Denton County for 39 Years
- Raised 4 Children, Who Graduated from LISD Schools
- Married 50 Years

12 Grand Children

Man of Faith

- Grateful Believer in Jesus Christ
- Served in Many Callings and Positions in My Church
- Served as Program Coordinator for 60 Addiction Recovery Groups in North Texas

Mike Hennefer Campaign
Email mike@mikehennefer.com
Cell (214) 802-1382

Political ad paid for my Mike Hennefer Campaign

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Raymond (Ray) Martin
Name

2621 Sir Alexander Ln, Lewisville, Tx 75056
Address/City/Zip

469-387-7528 raymartin.texas@yahoo.com
Cell Phone E-mail

1. Are you a resident of Denton County? **Yes/No**
   a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
   a. If yes, which taxing unit? _____
   b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
   a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
   a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
   a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Raymond (Ray) Martin
Name

2621 Sir Alexander Ln, Lewisville, Tx 75056
Address/City/Zip

469-387-7528 raymartin.texas@yahoo.com
Cell Phone E-mail

1. Are you a resident of Denton County? **Yes/No**
   a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
   a. If yes, which taxing unit? _____
   b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
   a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
   a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
   a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
   a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have been very blessed personally and professionally and have a life goal of servant leadership, giving back and paying forward. Through this life commitment along with my residential and commercial real estate and information technology experience, and a demonstrated commitment to community service, I am excited about making meaningful contributions as a DCAD Board Member, as we together, capitalize on the opportunities and address the complex challenges facing the DCAD entities and the DCAD.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

As a new DCAD Board Member I would engage with the DCAD Board, the DCAD entities, and the DCAD to listen and gain an in-depth understanding of the challenges facing us. From there I would be an advocate, ensuring that the DCAD Board empowers the DCAD to successfully meet its obligations to the DCAD entities and stays true to its values of honesty, integrity, fairness, efficiency, professionalism, and transparency. I have 10+ years of residential and commercial real estate experience, and 35+ years of information technology experience in business process management, software asset management, and change management, and 25+ years of dedicated community service. My diverse experience and servant leadership along with my analytical mindset and strong problem-solving and process improvement skills would be invaluable in my role as DCAD Board Member.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Ann Pomykal
Name

Corinth TX 76210
Address/City/Zip

214-364-0039 annpomykal@aol.com
Cell Phone E-mail

1. Are you a resident of Denton County? **Yes/No**
   a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
   a. If yes, which taxing unit? _____
   b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
   a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
   a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
   a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
   a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Will bring to the Denton CAD Board of Directors the following:
1. Completed 2 terms on Denton CAD Board
2. Strong Business Experience: 27 years at TX Instruments in key leadership roles, last 7 years as Ex. Director TI Foundation
3. Proven track record of board leadership across the metroplex. Currently serve on Board of United Way of Denton County.
4. Strong ties to Denton County - grew up in Denton, raised children in Lewisville & grandchildren in Highland Village 5. Strong commitment to learning

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

· I commit myself 100% to any project I take on.
· My past commitments to education, health & human services & having served in public office including Mayor gave me a broad view of using data & other resources to make decisions.
· Being Director of Corporate Citizenship @ T.I. & the T.I. Foundations have given me a strong financial & business base for this opportunity
· My highest priority is my family & being outdoors.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

John "Bruce" Yeager
Name

11460 Hill Country Circle Ponder, TX. 76259
Address/City/Zip

940-231-9990 bruce.yeager414@gmail.com
Cell Phone E-mail

1. Are you a resident of Denton County? **Yes/No**
   a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
   a. If yes, which taxing unit? Ponder ISD
   b. When? 2005-2020

3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
   a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
   a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
   a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
   a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I spent my professional career in public service and I would be happy to continue to serve our community with the s

forward thinking conservative approach that I used as a public school superintendent for 28 years.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

Denton County Resident for 19 years

Retired Public School professional 36 years 28 of which Superintendent

Married for 38 years

Two children 4 grandchildren all residents of Denton County

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2024-110R - Establishing the Legislative Policy Committee

MEETING DATE: November 12, 2024

DEPARTMENT: Administration

ITEM SUMMARY:
Consideration and action on approval of Resolution No. 2024-110R establishing The City of Roanoke Legislative Policy Committee.

INFORMATION:
The Committee shall review and make recommendations to the City Council on the City's legislative agenda prior to each legislative session. The Committee serves as the primary representative responsible for communicating the City's legislative priorities to members of the Texas Legislature, appropriate legislative committees, staff members or agencies. The Committee shall work with the City's staff to develop legislative strategies and tactical responses to support or oppose legislation in accordance with the City's legislative agenda.

The Committee shall meet regularly with the City's legislative delegation to build relationships and convey the City's position on important legislative issues.

STAFF RECOMMENDATION:
Approve

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:
1. RES NO 2024-110R - Creation of Temporary Legislative Policy Committee
2. Legislative Committee Application - Victor Molaschi
3. Legislative Committee Application - Bryan Moyers
4. Legislative Committee Application - John Pullen

AGENDA ITEM

5. Legislative Committee Application - Susanna Lione
6. Legislative Committee Application - Holly Gray
7. Legislative Committee Application - LG Leonard
8. Legislative Committee Application - Connie Hodgens
9. Legislative Committee Application - David Thompson
10. Legislative Committee Application - Jenifer Marley

RESOLUTION NO. 2024-110R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ESTABLISHING A THE CITY OF ROANOKE LEGISLATIVE POLICY COMMITTEE; PROVIDING FOR THE DUTIES OF SAID COMMITTEE; APPOINTING COMMITTEE MEMBERS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 8.01(1) of the City of Roanoke Home-Rule Charter provides that "[t]he City Council shall create, establish or appoint, as may be required by the laws of the State of Texas or this Charter, or deemed desirable by the City Council, such boards, commissions and committees as it deems necessary to carry out the functions and obligations of the City. The City Council shall, by ordinance or resolution, prescribe the purpose, composition, function, duties, accountability and tenure of each board, commission and committee where such are not prescribed by law or this Charter"; and

WHEREAS, the City Council of the City of Roanoke, Texas, finds and determines it is necessary for the City of Roanoke, Texas, to establish a temporary advisory committee to be known as the "City of Roanoke Legislative Policy Committee."

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

Section 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Roanoke, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Roanoke, Texas, does hereby establish the City of Roanoke Legislative Policy Committee (hereinafter referred to as the "Committee"). The Committee shall serve in a temporary advisory capacity to the City Council of the City of Roanoke, Texas, and shall consist of the following:

(a) The Committee shall review and make recommendations to the City Council on the City's legislative agenda prior to each legislative session. The Committee serves as the primary representative responsible for communicating the City's legislative priorities to members of the Texas Legislature, appropriate legislative committees, staff members or agencies. The Committee shall work with the City's staff to develop legislative strategies and tactical responses to support or oppose legislation in accordance with the City's legislative agenda.

(b) The Committee shall meet regularly with the City's legislative delegation to build relationships and convey the City's position on important legislative issues.

(c) The Committee shall be subject to the Texas Open Meetings Act.

(d) The Committee shall consist of eight (8) members appointed by the City Council. Not more than three (3) members shall be members of the City Council.

(e) A quorum of the Committee shall be four (4) members in attendance at a meeting.

(f) The Committee shall elect from its members a President and Vice-President to preside over the meetings of the Committee.

Section 3. That the City Council of the City of Roanoke, Texas, does hereby appoint the following members to serve as members of the Committee:

(1)

(2)

(3)

(4)

(5)

(6)

(7)

(8)

Section 4. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Roanoke, Texas, on this the 12th day of November, 2024.

APPROVED:

_____
Carl E. Gierisch, Jr., Mayor

ATTEST:

_____
April S. Hill, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

RECEIVED

SEP 24 2024

Eligible: Yes

Ward 1

Legislative Policy Committee

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

Meeting Time, Day and Location *

7:00 PM - Second (2nd) Thursday of each month
(and as necessary)
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

- (●) Available to attend on specified day and time
- ( ) Unavailable to attend on specified day and time

Are you available to travel to Austin, Texas? *

Committee members will be required to travel to Austin multiple times for the Denton County Days and the 89th Texas Legislative Session, between late February 2025 - June 2025.

- (●) Available to travel to Austin, Tx.
- ( ) Unavailable to travel to Austin, Tx.

Do you agree to the attendance requirements? *

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

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

- (●) Yes
- ( ) No

Applicant First & Last Name *

Victor Molaschi

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

31 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 *

Sr. Project Manager - Starbucks Coffee Company

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

Working with municipalities to build community, work on Planning and Zoning in Roanoke, Former City Council Member , Citizens Police Academy among other volunteer and service organizations,

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

I feel my degree in organizational leadership, corporate knowledge as well as previous experience working alongside jurisdictions , developers and citizens around the state as well as my own community makes me uniquely qualified to represent my community for our city at our state level and beyond if necessary.

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

Lions Club, Churches, Community events, city of roanoke events among others

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

RECEIVED

OCT 22 2024

Eligible: Yes

Ward 2

Legislative Policy Committee

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

Meeting Time, Day and Location *

7:00 PM - Second (2nd) Thursday of each month
(and as necessary)
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

- (●) Available to attend on specified day and time
- ( ) Unavailable to attend on specified day and time

Are you available to travel to Austin, Texas? *

Committee members will be required to travel to Austin multiple times for the Denton County Days and the 89th Texas Legislative Session, between late February 2025 - June 2025.

- (●) Available to travel to Austin, Tx.
- ( ) Unavailable to travel to Austin, Tx.

Do you agree to the attendance requirements? *

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

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

- (●) Yes
- ( ) No

Applicant First & Last Name *

Bryan Moyers

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

14 years

Are You Registered to Vote in Roanoke? *

- (●) Yes
- ( ) No

Voter Registration (VUID) Number *

You can obtain your VUID from the Denton County Elections Administration website.

Occupation *

Insurance/Firearms Dealer

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

I've been on the Roanoke City Council going on four years. I am also a Precinct Chair in Denton County

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

I have actively participated in election campaigns and have kept up to date with legislative changes in our state

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

Bobcat youth football coach, Keep Roanoke Beautiful Board, Fairway Ranch HOA

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

- ( ) Yes
- (●) No

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OCT 30 2024

Eligible: yes

WARD 1

Legislative Policy Committee

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

Meeting Time, Day and Location *

7:00 PM - Second (2nd) Thursday of each month
(and as necessary)
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

- (●) Available to attend on specified day and time
- ( ) Unavailable to attend on specified day and time

Are you available to travel to Austin, Texas? *

Committee members will be required to travel to Austin multiple times for the Denton County Days and the 89th Texas Legislative Session, between late February 2025 - June 2025.

- (●) Available to travel to Austin, Tx.
- ( ) Unavailable to travel to Austin, Tx.

Do you agree to the attendance requirements? *

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

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

- (●) Yes
- ( ) No

Applicant First & Last Name *

John Pullen

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

10years

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.

Retired Law Enforcement.

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

I am currently serving on the Parks Board.

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

Roanoke Parks Board, COP volunteer and youth softball coach.

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

- ( ) Yes
- (●) No

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NOV 06 2024

Eligible: yes

WARD 3

Legislative Policy Committee

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

Meeting Time, Day and Location *

7:00 PM - Second (2nd) Thursday of each month
(and as necessary)
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

- (●) Available to attend on specified day and time
- ( ) Unavailable to attend on specified day and time

Are you available to travel to Austin, Texas? *

Committee members will be required to travel to Austin multiple times for the Denton County Days and the 89th Texas Legislative Session, between late February 2025 - June 2025.

- (●) Available to travel to Austin, Tx.
- ( ) Unavailable to travel to Austin, Tx.

Do you agree to the attendance requirements? *

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

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

- (●) Yes
- ( ) No

Applicant First & Last Name *

Susanna Lione

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

7 years

Are You Registered to Vote in Roanoke? *

- (●) Yes
- ( ) No

Voter Registration (VUID) Number *

You can obtain your VUID from the Denton County Elections Administration website.

Occupation *

Construction data sales

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

Work with Enterprise level companies in commercial construction across infrastructure, education, government, single and multi family building

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

Data analytics and reporting

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

Member Keep Roanoke Beautiful Board , Women in Cybersecurity Dallas Fort Worth board member

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

- (●) Yes
- ( ) No

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RECEIVED

NOV 07 2024

Eligible: Yes

WARD 1

Legislative Policy Committee

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

Meeting Time, Day and Location *

7:00 PM - Second (2nd) Thursday of each month
(and as necessary)
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

- (●) Available to attend on specified day and time
- ( ) Unavailable to attend on specified day and time

Are you available to travel to Austin, Texas? *

Committee members will be required to travel to Austin multiple times for the Denton County Days and the 89th Texas Legislative Session, between late February 2025 - June 2025.

- (●) Available to travel to Austin, Tx.
- ( ) Unavailable to travel to Austin, Tx.

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 *

Holly Gray

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

52 years

Are You Registered to Vote in Roanoke? *

- (●) Yes
- ( ) No

Voter Registration (VUID) Number *

ou can obtain your VUID from the Denton County Elections Administration website.

Occupation *

Business Development

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

City Council Member 22 years, Past President TML, TML IRP board member

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

have testified on behalf of the City of Roanoke and TML in past legislative sessions

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

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

- ( ) Yes
- (●) No

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NOV 07 2024

Eligible: Yes

WARD 2

Legislative Policy Committee

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

Meeting Time, Day and Location *

7:00 PM - Second (2nd) Thursday of each month
(and as necessary)
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

- (●) Available to attend on specified day and time
- ( ) Unavailable to attend on specified day and time

Are you available to travel to Austin, Texas? *

Committee members will be required to travel to Austin multiple times for the Denton County Days and the 89th Texas Legislative Session, between late February 2025 - June 2025.

- (●) Available to travel to Austin, Tx.
- ( ) Unavailable to travel to Austin, Tx.

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 *

LG Leonard

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

5 years

Are You Registered to Vote in Roanoke? *

- (●) Yes
- ( ) No

Voter Registration (VUID) Number *

You can obtain your VUID from the Denton County Elections Administration website.

Occupation *

Retired COO of Consulting Services Company

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

C-level and entrepreneurial experience planning/implementing/operating domestic and international consulting service practices

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

HoA Board President

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

Youth Volleyball Leagues in Southlake TX / Timarron Community Youth Swim Team, Southlake TX

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

- ( ) Yes
- (●) No

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NOV 07 2024

Eligible: Yes

WARD 2

Legislative Policy Committee

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

Meeting Time, Day and Location *

7:00 PM - Second (2nd) Thursday of each month
(and as necessary)
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

- (●) Available to attend on specified day and time
- ( ) Unavailable to attend on specified day and time

Are you available to travel to Austin, Texas? *

Committee members will be required to travel to Austin multiple times for the Denton County Days and the 89th Texas Legislative Session, between late February 2025 - June 2025.

- (●) Available to travel to Austin, Tx.
- ( ) Unavailable to travel to Austin, Tx.

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 *

Connie Hodgens

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

9 years

Are You Registered to Vote in Roanoke? *

- (●) Yes
- ( ) No

Voter Registration (VUID) Number *

You can obtain your VUID from the Denton County Elections Administration website.

Occupation *

Former Flight Attendant for Southwest Airlines

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

Although my work experience has not been direct experience for this board position I have always been very politically minded about actively concerned about how policies affect our community.

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

I am friendly, well spoken and eager to listen and learn from leaders.

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

I have volunteered in my church community, special Olympics on the area and state levels.

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

- ( ) Yes
- (●) No

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NOV 07 2024

Eligible: Yes

WARD 3

Legislative Policy Committee

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

Meeting Time, Day and Location *

7:00 PM - Second (2nd) Thursday of each month
(and as necessary)
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

- (●) Available to attend on specified day and time
- ( ) Unavailable to attend on specified day and time

Are you available to travel to Austin, Texas? *

Committee members will be required to travel to Austin multiple times for the Denton County Days and the 89th Texas Legislative Session, between late February 2025 - June 2025.

- (●) Available to travel to Austin, Tx.
- ( ) Unavailable to travel to Austin, Tx.

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 *

David Thompson

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

15 1/2 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 *

Technical Director, Charles Schwab

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

I am very interested in Texas Legislation and particularly that which impacts local government.

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

Previous Law Enforcement experience in reading and interpreting law.

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

Presiding President of the Roanoke Economic and Industrial Development Corporation ("Type A") Board (14 years) and Roanoke City Council (6 years).

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

- ( ) Yes
- (●) No

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NOV 07 2024

Eligible: Yes

WARD 2

Legislative Policy Committee

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

Meeting Time, Day and Location *

7:00 PM - Second (2nd) Thursday of each month
(and as necessary)
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

- (●) Available to attend on specified day and time
- ( ) Unavailable to attend on specified day and time

Are you available to travel to Austin, Texas? *

Committee members will be required to travel to Austin multiple times for the Denton County Days and the 89th Texas Legislative Session, between late February 2025 - June 2025.

- (●) Available to travel to Austin, Tx.
- ( ) Unavailable to travel to Austin, Tx.

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 *

Jenifer Marley

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

12+ 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 *

Sr. Sustainability Manager

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

I am very engaged with state politics, serving as the PAC treasurer. I am familiar with the bill filing and legislative process.

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

I am a graduate of Texas A&M school of Law with a M.Jur. Degree in Energy and Environmental Law.

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

Our family is engaged with our local church and youth sports organizations

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

- ( ) Yes
- (●) No

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AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2024-118 - Serving a Maximum of Two (2) Boards

MEETING DATE: November 12, 2024

DEPARTMENT: City Manager

ITEM SUMMARY:
Consideration and action on approval of Ordinance No. 2024-118, amending Section 8.1502 to provide that no person may serve on more than two (2) City Boards, Commission, Committees, or Corporations, and amending Section 8.1506 to remove a reference to the Al and Lula Mae Slaughter Park Foundation.

INFORMATION:
As requested and previously discussed, candidates shall only serve on a maximum of 2 boards or commissions. If serving on more than two boards, the candidate must resign from the other board/s immediately after the appointment.

STAFF RECOMMENDATION:
Approve

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:
1. ORD NO 2024-118 - Board membership - Clean Version
2. ORD NO 2024-118 - Board membership - Redline Version

ORDINANCE No. 2024-118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING CHAPTER 8, ARTICLE 8.1500 OF THE CODE OF ORDINANCES OF THE CITY OF ROANOKE, TEXAS, ENTITLED "BOARDS AND COMMISSIONS" BY AMENDING SECTION 8.1502 TO PROVIDE THAT NO PERSON MAY SERVE ON MORE THAN TWO (2) CITY BOARDS, COMMISSIONS, COMMITTEES, OR CORPORATIONS, AND AMENDING SECTION 8.1506 TO REMOVE A REFERENCE TO THE AL AND LULA MAE SLAUGHTER PARK FOUNDATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, the City Council of the City of Roanoke finds and determines it is in the best interest of the City of Roanoke, Texas, to amend the eligibility requirements for service on City boards and commissions.

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

Section 1. FINDINGS INCORPORATED
The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. That Chapter 8, Article 8.1500, Section 8.1502 of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended to read as follows:

"Sec. 8.1502. Eligibility Requirements.

(a) Except as otherwise provided herein, or as required by state law or the City's Home Rule Charter, individuals who are residents of the City for at least one (1) year and are registered voters of the City may be appointed by the City Council to serve on a board, commission, or committee. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council unless otherwise provided by law.

(b) Eligible individuals may not be in arrears of any payment due the City. No officer or employee of the City or any person who holds a compensated appointive position with the City shall be appointed to any board, commission or committee created or established by state law or the Charter other than in an advisory and/or ex officio capacity.

(c) No person may serve on more than two (2) City boards, commissions, committees, or corporations.

(d) Members of boards and commissions are considered City officers for purposes of the Texas Open Meetings Act, V.T.C.A., Government Code, Ch. 551, as amended. Board members must attend Open Meetings Act training with ninety (90) days of appointment, or other training as authorized by the City Council.

(e) The eligibility, meeting, attendance, terms, and other requirements, for the City economic and industrial development corporation, a type A economic development corporation, is governed by V.T.C.A., Government Code, Chs. 501 to 504, as amended, the articles of incorporation and bylaws of the corporations, as amended."

Section 3. That Chapter 8, Article 8.1500, Section 8.1506(a) of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended to read as follows:

"**Sec. 8.1506. Terms.**

(a) The City Council shall make appointments of members whose terms shall begin as follows:

(1) Keep Roanoke Beautiful Board — January;
(2) Zoning Board of Adjustment — June;
(3) Planning and Zoning Commission — July;
(4) Roanoke Historical Society Board — September; and
(5) Parks and Recreation Board — October.

Upon the creation of a new board, the City Council may establish staggered terms."

Section 4. SEVERABILITY CLAUSE
It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. REPEALER CLAUSE
Any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 6. EFFECTIVE DATE
This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 12th day of November, 2024.

APPROVED:

_____
Carl E. Gierisch, Jr., Mayor

ATTEST:

_____
April S. Hill, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

ORDINANCE No. 2024-xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING CHAPTER 8, ARTICLE 8.1500 OF THE CODE OF ORDINANCES OF THE CITY OF ROANOKE, TEXAS, ENTITLED "BOARDS AND COMMISSIONS" BY AMENDING SECTION 8.1502 TO PROVIDE THAT NO PERSON MAY SERVE ON MORE THAN TWO (2) CITY BOARDS, COMMISSIONS, COMMITTEES, OR CORPORATIONS, AND AMENDING SECTION 8.1506 TO REMOVE A REFERENCE TO THE AL AND LULA MAE SLAUGHTER PARK FOUNDATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, the City Council of the City of Roanoke finds and determines it is in the best interest of the City of Roanoke, Texas, to amend the eligibility requirements for service on City boards and commissions.

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

Section 1. FINDINGS INCORPORATED
The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. That Chapter 8, Article 8.1500, Section 8.1502 of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended to read as follows:

"Sec. 8.1502. Eligibility Requirements.

(a) Except as otherwise provided herein, or as required by state law or the City's Home Rule Charter, individuals who are residents of the City for at least one (1) year and are registered voters of the City may be appointed by the City Council to serve on a board, commission, or committee. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council unless otherwise provided by law.

(b) Eligible individuals may not be in arrears of any payment due the City. No officer or employee of the City or any person who holds a compensated appointive position with the City shall be appointed to any board, commission or committee created or established by state law or the ~~this~~ Charter other than in an advisory and/or ex officio capacity.

(c) No person may serve on more than two (2) City boards, commissions, committees, or corporations.

(d~~c~~) Members of boards and commissions are considered City officers for purposes of the Texas Open Meetings Act, V.T.C.A., Government Code, Ch. 551, as amended. Board members must attend Open Meetings Act training with ninety (90) days of appointment, or other training as authorized by the City Council.

(e~~d~~) The eligibility, meeting, attendance, terms, and other requirements, for the City economic and industrial development corporation, ~~the~~ a type A economic development corporation, ~~and the City community and economic development corporation, a type B economic development corporation~~ is~~are~~ governed by V.T.C.A., Government Code, Chs. 501 to 504~~505~~, as amended, the articles of incorporation and bylaws of the corporations, as amended."

Section 3. That Chapter 8, Article 8.1500, Section 8.1506(a) of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended to read as follows:

"**Sec. 8.1506. Terms.**

(a) The City Council shall make appointments of members whose terms shall begin as follows:

(1) Keep Roanoke Beautiful Board — January;
(2) Zoning Board of Adjustment — June;
~~(3) Al and Lula Mae Slaughter Park Foundation — June;~~
(3~~4~~) Planning and Zoning Commission — July;
(4~~5~~) Roanoke Historical Society Board — September; and
(5~~6~~) Parks and Recreation Board — October.

Upon the creation of a new board, the City Council may establish staggered terms."

Section 4. SEVERABILITY CLAUSE
It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. REPEALER CLAUSE
Any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 6. EFFECTIVE DATE
This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the ___ day of _____, 2024.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

AGENDA ITEM

TO: Mayor & City Council

SUBJECT: Consideration and action on approval of an amended and restated Professional Services Pre-Development Agreement between the City of Roanoke and Garfield Public/Private LLC for the Convention Center and Headquarters Hotel.

MEETING DATE: November 12, 2024

DEPARTMENT: Administration

ITEM SUMMARY:
Consideration and action on approval of an amended and restated Professional Services Pre-Development Agreement between the City of Roanoke and Garfield Public/Private LLC for the Convention Center and Headquarters Hotel.

INFORMATION:
GPP will re-engage the services of the architect acceptable to the City ("Architect") to continue to develop the initial conceptual design package. This continued development (including the initial conceptual masterplan of the hotel/convention district area) will include further detailed development of the building program, site plan, floor plans, elevations, section drawings, renderings, with architectural and engineering narratives for the Project (the "Conceptual Design").

GPP will engage the services of an interior designer acceptable to the City ("Interior Designer"). The interior designer will aid in further detailing the Conceptual Design. The revised Conceptual Design will include further detail of the recommended key count and mix of guestrooms and suites, amount and configuration of ballroom and meeting space, and pre-function areas. The Conceptual Design will include back-of-house requirements, food and beverage outlets, parking, and other recommended amenities, including the swimming pool and pool deck, fitness center, and business center, among other facilities and

amenities.

GPP will re-engage the general contractor acceptable to the City ("Contractor"), to aid in the further preparation of more detail to the estimate of the total construction costs for the Project based on the revised Conceptual Design, in sufficient detail to show construction costs, FF&E, OS&E, IT, soft costs and professional fees, and a Project development and construction schedule with input as appropriate from the City, GPP and other team members.
The form of the construction contract will provide protections to the City that are not substantially less than the protections in the comparable documents typically used by the City for similar projects in terms of size, scope, and cost.

GPP will engage consultants, as acceptable to the City, to provide an updated hotel/conference market study for the feasibility of the Project.

STAFF RECOMMENDATION:
Approve

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:
Four hundred thirty thousand ($430,000)

ATTACHMENTS:
1. Professional Services Agreement - Amended and Restated
2. Exhibit B

RENEWED, AMENDED AND RESTATED
PROFESSIONAL SERVICES PRE-DEVELOPMENT AGREEMENT
CONVENTION CENTER AND HEADQUARTERS HOTEL
Roanoke, Texas

This Renewed, Amended and Restated Professional Services Pre-Development Agreement is executed by and between the City of Roanoke, Texas ("City") and Garfield Public/Private LLC, a Texas limited liability company ("GPP"), as of November 12, 2024, (the "Effective Date") in connection with the planning, design, financing, and construction of a hotel and convention center to serve the citizens, businesses and visitors of the City. Each of City and GPP may be referred to in this agreement as a "Party" or collectively as "Parties".

WHEREAS, the Parties entered into that certain Professional Services Pre-Development Agreement Convention Center and Headquarters Hotel, dated as of July 13, 2024;

WHEREAS, the City has continued to consider the planning, design, financing, construction, commissioning, and operation of a nationally branded hotel and convention center on a site in the City (the "Project"). The site has been determined and selected by the City;

WHEREAS, the City has expressed its desire that GPP continue to update a strategic business plan that includes (i) an updated market study and business plan detailing the building program, conceptual design, estimated development cost, development schedule, and operating pro forma; (ii) recommended brand(s)/flag(s), operator(s), and operating structure(s); (iii) funding, financing, and ownership alternatives for the Project; and (iv) such other services incidental to the foregoing as the Parties may reasonably approve; and

WHEREAS, the Parties desire to renew, amend and restate the original agreement whereby GPP shall continue to perform the aforesaid services, as more specifically detailed in this Renewed, Amended and Restated Professional Services Pre-Development Agreement (the "Agreement") and GPP is duly qualified and experienced to perform such services subject to Exhibit A attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to renew, amend and restate the original agreement as follows:

Section 1. <u>Term and Scope of Services</u>.

(a) The term of this Agreement shall begin on the Effective Date and expire on the earliest of (i) the mutual agreement of the Parties; (ii) the execution by and between the Parties of a Master Development Professional Services Agreement ("MDA") for the development of the Project; or (iii) January 31, 2025.

(b) GPP will re-engage the services of the architect acceptable to the City ("Architect") to continue to develop the initial conceptual design package. This continued development (including the initial conceptual masterplan of the hotel/convention district area) will include further detailed development of the building program, site plan, floor plans, elevations, section drawings, renderings, with architectural and engineering narratives for the Project (the "Conceptual Design"). GPP will continue to contractually obligate Architect to indemnify the City and GPP, as joint indemnitees, and to maintain insurance (including errors and omissions coverage) for the benefit of the City and GPP, as additional insureds, consistent with the applicable provisions of the TEXAS LOCAL GOVERNMENT CODE (including, but not necessarily limited to, Section 271.904) and in form and substance not less than is customary for a City-operated design project with a similar scope.

(c) GPP will engage the services of an interior designer acceptable to the City ("Interior Designer"). The interior designer will aid in further detailing the Conceptual Design. The revised Conceptual Design will include further detail of the recommended key count and mix of guestrooms and suites, amount and configuration of ballroom and meeting space, and pre-function areas. The Conceptual Design will include back-of-house requirements, food and beverage outlets, parking, and other recommended amenities, including the swimming pool and pool deck, fitness center, and business center, among other facilities and amenities.

(d) GPP will re-engage the general contractor acceptable to the City ("Contractor"), to aid in the further preparation of more detail to the estimate of the total construction costs for the Project based on the revised Conceptual Design, in sufficient detail to show construction costs, FF&E, OS&E, IT, soft costs and professional fees, and a Project development and construction schedule with input as appropriate from the City, GPP and other team members. The form of the construction contract will provide protections to the City that are not substantially less than the protections in the comparable documents typically used by the City for similar projects in terms of size, scope, and cost.

(e) If requested by the City, at an additional fee, GPP will engage third-party consultants, acceptable to the City, to provide a geotechnical report, an environmental report, or other civil engineering services.

(f) If requested by the City, at an additional fee, GPP will engage consultants, as acceptable to the City, to provide Naming Rights Valuations and Philanthropic Donor Valuations.

(g) GPP will engage consultants, as acceptable to the City, to provide an updated hotel/conference market study for the feasibility of the Project.

(h) GPP will prepare initial public/private financing alternatives for the Project identifying anticipated sources of debt and equity and the anticipated amount and structure of City participation to complete the Project capitalization ("Preliminary Capital Plan of Finance").

(i) GPP will use its good faith best efforts to deliver the aforesaid packages and reports to be included in the exhibits needed for the Project to the City within the requested times for use by the City's consultants for use in the bond referendum package.

(j) GPP will update the City on the status of the performance of the services contemplated under this Agreement on a monthly basis or more often if requested. Meetings may be held by conference call or in person.

(k) If requested by City, at an additional fee, GPP will engage marketing and public relations consultants to provide services during the development, construction, commissioning and opening of the Project.

Section 2. <u>Development of the Project.</u>

Prior to the execution of an MDA, the relationship between GPP and the City will be governed solely by the terms of this Agreement.

Section 3. <u>Costs</u>.

(a) The City acknowledges that GPP will incur costs, as approved by the City, in connection with the services of GPP and the various consultants contemplated hereunder and listed in more detail in Exhibit B, attached hereto and made a part hereof. The City will pay such costs as the related services are actually performed in accordance with the City's normal contract payment procedures.

(b) The City will have the right to access and copy any documents supporting the services provided by GPP, Architect, Interior Designer, Contractor, and other third-party consultants pursuant to this Agreement. GPP will retain for review by the City, for a period of twenty-four (24) months following the termination of this Agreement, the financial records and reports regarding the work performed by GPP and the Architect, Interior Designer, Contractor, and other third-party consultants under this Agreement. All the aforesaid costs and fees will be included in the final budget for the Project, subject to approval by the City.

(c) In addition to the cost and fee billings described in Section 3(a) above, GPP will invoice City monthly at cost for all reimbursable expenses GPP incurs in connection with its work, including third-party reproduction, data purchase, delivery services, and travel (if any) outside of

the DFW Metroplex ("Expenses"), such Expenses will be supported by appropriate documentation. Travel expenses, if any, will be subject to advance written approval of the City.

(d) City will pay GPP's monthly invoices on or before thirty (30) calendar days from City's receipt of each such invoice, in accordance with state law.

Section 4. [Intentionally omitted.]

Section 5. Amendments, Changes, or Modifications.

Amendments, changes or modifications in the terms of this Agreement may be made at any time but only by mutual written agreement between the Parties and will be signed by individuals authorized to bind the Parties.

Section 6. Extensions of Time.

GPP may, for good cause, request extensions of time to perform the services required under this Agreement. Such extensions are subject to advance authorization by the City in its sole discretion in writing and will be incorporated in written amendments to this Agreement, in the manner provided in Section 5.

Section 7. Property of City.

It is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services included in the work to be rendered by GPP under this Agreement to be a work made for hire. It is further mutually agreed that such products and results will become the property of the City once full payment for services is received by GPP, as provided in this Agreement. Immediately upon termination, the City will be entitled to, and the GPP will deliver to the City, the work and all other such materials as may have been prepared or accumulated to date by GPP in performing this Agreement, which are not GPP's privileged information, as defined by law, along with any other property belonging exclusively to the City which may be in GPP's possession.

Section 8. Compliance with Public Information Act.

GPP acknowledges that City is a governmental entity subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). The City will process all open records requests in accordance with the Act. GPP understands that the City may require GPP's full cooperation in its response to any open records request.

Section 9. Warranties and Responsibilities – GPP.

(a) GPP agrees and represents that it is qualified to provide the services set forth herein in a manner which is consistent with the generally accepted standards of GPP's profession.

(b) GPP agrees and represents that the work performed under this Agreement will be in accordance with applicable federal, state and local law in accordance with Section 15(a) of this Agreement.

(c) GPP will designate a project manager who at all times will represent GPP before the City on all matters relating to this Agreement. The project manager will continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by GPP, or is replaced with the written approval of the City, which approval will not be unreasonably withheld.

Section 10. Subcontracting.

Except as explicitly provided for herein, the services contemplated under this Agreement will not be subcontracted without the prior written consent of the City, which consent will not be unreasonably withheld. GPP will be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by GPP.

Section 11. Assignability.

GPP will not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City.

Section 12. Liability.

GPP will be responsible for performing the work under this Agreement in a manner consistent with the generally accepted standards of GPP's profession and will be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City will not be charged with the responsibility of preventing risk to GPP or its employees, agents, contractors, or subcontractors. Approval by the City of any service performed or product supplied by GPP hereunder shall not in any way relieve GPP of responsibility for any technical accuracy or quality of GPP's work. The City's review, approval, acceptance of, or payment for any of GPP's goods or services shall not be construed to operate as a waiver of any of City's rights under this Agreement or of any cause of action by City against GPP arising from or related to GPP's performance or lack of performance under this Agreement.

Section 13. INDEMNIFICATION OF THE CITY.

GPP SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS CITY, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, BOARDS AND COMMISSIONS WITH RESPECT TO ANY CLAIMS OR DEMANDS, ACTIONS, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS OF LITIGATION, ARISING FROM THE DEATH OR INJURY OF ANY PERSON WHOMSOEVER, RESULTING DIRECTLY OR INDIRECTLY FROM ANY INTENTIONAL, NEGLIGENT OR GROSSLY NEGLIGENT ACT, ERROR OR OMISSION OF GPP, ITS AGENTS,

SERVANTS, EMPLOYEES OR OTHER PERSONS ACTING ON GPP'S BEHALF AND ARISING FROM OR RELATED TO GPP'S PERFORMANCE UNDER THIS AGREEMENT.

Section 14. Insurance.

GPP will at all times maintain or cause to be maintained such insurance as will protect GPP from any of the risks of liability imposed on it by this Agreement.

Section 15. Additional Provisions.

(a) GPP will keep itself fully informed of, will observe and comply with, and will cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

(b) GPP will not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

(c) GPP represents and warrants that neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to the City or any current or former officer, official, director, member, agent, representative or employee of the City, or his or her relative or business entity; or (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer, official, director, member, agent, representative or employee or any former City officer, official, director, member, agent, representative or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance.

(d) This Agreement constitutes the entire agreement between the Parties relative to the services specified in this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Agreement, except those contained in or referred to in this Agreement. No modification of this Agreement will be effective except as provided for in Section 5 hereof.

(e) All notices that are required to be given by one Party to the other under this Agreement will be in writing and will be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the Parties at the following addresses:

City:	City of Roanoke Attn: City Manager 500 S. Oak Street Roanoke, Texas 76262
Copy to:	Jeffrey L. Moore Brown and Hofmeister, LLP 740 East Campbell Road, Suite 800 Richardson, Texas 75081
GPP:	Garfield Public/Private LLC Attn: Steve Galbreath 14911 Quorum Drive, Suite 380 Dallas, Texas 75254
Copy to:	Garfield Public/Private LLC Attn: Daniel J. Hennessy, Esq. 14911 Quorum Drive, Suite 380 Dallas, Texas 75254

(f) Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and GPP hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. The City expressly authorizes the prevailing Party in any adjudication involving the City to recover its reasonable and necessary attorney's fees as referenced in Section 271.159 of the Texas Local Government Code.

(g) Amendment and Waiver. A provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by GPP and the City. No course of dealing on the part of GPP or the City, nor any failure or delay by GPP or the City with respect to exercising any right, power or privilege pursuant to this Agreement, will operate as a waiver thereof, except as otherwise provided herein.

(h) Independent Parties. GPP enters into this Agreement as an independent contractor and not as an employee of the City. GPP will have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement will be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by GPP are employees, agents, contractors, or subcontractors of GPP and not of the City. The City will not be obligated in any way to pay any wage claims or other claims made against GPP by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement.

(i) Severability. The provisions of this Agreement are severable. Should any provision of this Agreement be held unenforceable, inoperable or invalid for any reason, said provision will be deemed to be modified to conform to applicable law and this Agreement, and, as so modified, will continue to be in full force and effect and will be binding on the Parties to this Agreement.

(j) Interpretation. This Agreement has been negotiated jointly by the Parties and will not be construed against a Party because that Party may have assumed primary responsibility for the drafting of this Agreement.

(k) Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Any action arising out of this Agreement will be brought in Jefferson County, Texas.

(l) No failure or delay by a Party in exercising any right, power or privilege under this Agreement will operate as a waiver of this Agreement, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise of this Agreement.

(m) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same instrument. Such executed counterparts may be delivered by facsimile which, upon transmission to the other Parties, will have the same force and effect as delivery of the original signed counterpart.

(n) This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof.

(o) Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if GPP employs at least ten (10) full-time employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, GPP represents that: (1) GPP does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association: and (2) GPP will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association.

(p) Verification Against Discrimination GPP Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if GPP employs at least ten (10) full-time employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, GPP represents that: (1) GPP does not boycott energy companies: and (2) GPP will not boycott energy companies during the Term of this Agreement.

(q) Verification Against Boycott of Israel. In accordance with § 2270.002 Texas Government Code, GPP verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Agreement;

[Signature Pages Begin on the Following Page]

Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF ROANOKE

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

ATTEST:

_____
April S. Hill, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

Signature Page (Continued)

PROFESSIONAL SERVICES PROVIDER
GARFIELD PUBLIC/PRIVATE LLC,
a Texas limited liability company

By:_____

Name: Stephen L. Galbreath

Title: Chief Development Officer

EXHIBIT A
EXEMPTION DISCLOSURE

WHEREAS, the City of Roanoke, Texas ("City") has requested advice from GARFIELD PUBLIC/PRIVATE LLC ("GPP"), a Texas limited liability company, concerning possible financial structures for a public/private development within the State of Texas; and

WHEREAS, GPP is not an independent registered municipal advisor as described in SEC Rule 15 Bal - 1(d)(3)(vi) (the "Rule"), and

NOW, THEREFORE, City and GPP agree and disclose to each other as follows:

1. GPP acknowledges that any municipal entity that contemplates issuing any municipal financial securities as discussed in GPP's work must employ the services of an independent registered municipal advisor, as described in the Rule, to advise it with respect to any aspects of the municipal financial product or issuance of municipal securities.

2. Consultant hereby discloses in writing to City that GPP is not a municipal advisor and is not subject to the fiduciary duty set forth in section 15B(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4(c)(1)) with respect to the municipal financial product or issuance of municipal securities as discussed in GPP's Work.

3. City is strongly encouraged to assess the material incentives and conflicts of interest as discussed in the Rule.

4. GPP will provide a copy of this disclosure to any independent registered municipal advisor, if applicable.

Executed the_____day of_____, 2024.

GARFIELD PUBLIC/PRIVATE LLC, a Texas limited liability company	Acknowledged and Agreed, City of Roanoke, Texas
By: _____	By: _____
Title: Chief Development Officer _____	Title: _____

EXHIBIT B
ADDENDUM #1
ROANOKE CONFERENCE CENTER
PRE-DEVELOPMENT AGREEMENT -
SCOPE OF SERVICES

Task 1 - Preliminary Project Operating Pro Forma		Duration: 2 Months	Mid Nov-End of Dec
Service	**Vendor**	**Fees**	
Hotel / Conference Market Study	TBD	$35,000	
Development Manager	Garfield	$40,000	
		$ 75,000	

Task 2 - Revised Conceptual Architectural Design		Duration: 2 Months	Mid Nov-Mid Jan
Service	**Vendor**	**Fees**	
Revised Architectural Design	DLR Group	$50,000	
Interior Design Concept	Looney & Associates	$50,000	
Development Manager	Garfield	$80,000	
		$ 130,000	

Task 3 - Preliminary Project Pricing & Scheduling		Duration: 2 Month	Dec-Jan
Service	**Vendor**	**Fees**	
Construction Estimates	Turner	$50,000	
Development Manager	Garfield	$60,000	
		$ 110,000	

Task 4 - Preliminary Capital Plan of Finance		Duration: 2 Months	Dec - Jan
Service	**Vendor**	**Fees**	
Development Manager	Garfield	$60,000	
		$ 60,000	

Task 5 -Coordination of Exhibits for Bond Referendum		Duration: 1 Month	Jan
Service	**Vendor**	**Fees**	
Development Manager	Garfield	$20,000	
		$ 20,000	

Tasks 1 - 5 Subtotal	**$**	**395,000**

Other Services (if deemed necessary)			Nov- Jan
Service	**Vendor**	**Fees**	
Legal Support Services	Garfield	$20,000	
Misc. Reimbursable Expenses	Team	$15,000	
		$ 35,000	

Total Contract Not To Exceed	**$**	**430,000**