

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

**DECEMBER 10, 2024
7:00 PM
500 S. OAK STREET
ROANOKE, TEXAS 76262**

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

1. Presentation of the GFOA Certificate of Achievement for Excellence in Financial Reporting.
2. Mayor Gierisch will swear in Jeff Williams as Chief of Police for the Roanoke Police Department.

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.



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

**December 10, 2024
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1. Consider approval of the minutes from the regular City Council meeting held on November 12, 2024.
2. Consider approval of a contract with Axon Enterprise, Inc. for equipment (including installation), licenses, and software for the new Police Department and Municipal Court building.
3. Consider approval of a contract with Marathon Fitness for the purchase of physical fitness equipment for the Police Department.
4. Consider approval of a contract with the Russ Bassett Corporation for the purchase of consoles for the Public Safety Communication Center.
5. Consider approval of a Drainage Easement Agreement, Temporary Construction Easement Agreement and associated legal fees for the New Police Department and Municipal Court building.
6. Consider approval of a contract with Motorola Solutions for In-building Distributed Antenna System in the new Police Department and Support building.
7. Consider approval to award bid for the annual contract for grounds maintenance to BrightView Landscaping Services in the amount of \$55,236.75.
8. Consider approval of proposal and select Wireless CCTV as the provider for the purchase of Roanoke Emergency Management Camera Trailers.
9. Consider approval of a lease agreement between the City of Roanoke and Denton County for a radio tower.
10. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Fire and EMS services in unincorporated areas.
11. Consider approval of Resolution No. 2024-111R electing to participate in the proposed opioid settlements brought by the State of Texas and other jurisdictions against various entities for their roles in the National Opioid Crisis.

E. NEW BUSINESS



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

**December 10, 2024
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1. Consideration and action on approval of Ordinance No. 2024-119, amending Appendix A - Fee Schedule of the City of Roanoke Code of Ordinances.
2. Consideration and action on approval to amend the Art and History Trail Committee Bylaws, creating staggered terms for committee members.
3. Consideration and action on a site plan request (SP 2024-02) from Blazing Hospitality LLC for a new multi-tenant shell building to be located in the Roanoke Summit Addition Block H Lot 1, and having an address of 1355 N US Hwy 377, City of Roanoke, Denton County, Texas. The property is generally located on the west side of N Hwy 377, approximately 1/8th of a mile north of Marshall Creek Rd. directly behind the Panera Bread restaurant.
4. Consideration and action on approval of a lease agreement between the City of Roanoke and the State of Texas House of Representatives for the use of City-owned property located at 108 S. Oak Street.
5. Consideration and action for a façade grant application from Eva Mellema, owner of 200 N Oak St. Roanoke, TX.
6. Consideration and action for a façade grant application from William Ryan of IYN Holdings LLC at 312 N Oak St. Roanoke, TX.

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 551.074

To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Municipal Court Judge and Municipal Court Associate Judges.

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 - Texas Dino LLC.



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

**December 10, 2024
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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 551.074

To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Municipal Court Judge and Municipal Court Associate Judges.

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 - Texas Dino LLC.

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, December 5, 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



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Presentation of the GFOA Certificate of Achievement for Excellence in Financial Reporting

MEETING DATE: December 10, 2024

DEPARTMENT: Finance

ITEM SUMMARY:

After the completion of the annual audit, Finance staff applies for the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. This certificate is the highest form of recognition in governmental accounting and financial reporting, and its attainment is a testament to the hours of work put in by Finance staff to ensure the City's financial position is properly recorded and reported. Roanoke has received this award for many years in a row, and staff is pleased to present it to Council for the FY23 Annual Audit.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 5 - Certificate
2. AFRA, Finance Department
3. Announcement of Award
4. 6 - Press Release



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Roanoke
Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2023

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Roanoke, Texas



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrell

Date: 11/20/2024



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

11/20/2024

Cody Petree
Manager
City of Roanoke, Texas

Dear Cody:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2023 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is fluid and cursive, with the first and last names being more prominent.

Michele Mark Levine
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

11/20/2024

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Roanoke** for its annual comprehensive financial report for the fiscal year ended September 30, 2023. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Swearing in of Jeff Williams as Chief of Police for the Roanoke Police Department.

MEETING DATE: December 10, 2024

DEPARTMENT: Police

ITEM SUMMARY:

We are pleased to announce that our Assistant Police Chief, Jeff Williams, will be stepping into the role of Chief of Police. Before joining the Roanoke Police Department in June of this year, Jeff was the Chief of Police at the Bedford Police Department for over three years and has a total of almost 29 years in law enforcement. Jeff's proven leadership, understanding of our department's and community's needs, combined with his experience and fresh perspective, will ensure that we continue our mission of safety and service.

We are confident that, under his leadership, we will continue to foster a positive environment and culture for our team, while providing top-tier service to our community.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 11/12/2024 - CC Minutes

MEETING DATE: December 10, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on November 12, 2024.

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

1. CCMin 11-12-2024

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
NOVEMBER 12, 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, Bryan Moyers, 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, Library Director Kelly Holt, Finance Director Kyle Lester, Communication and Public Administrator/Marketing Carissa Katekaru, Economic Development Manager Siale Langi, Human Resources Manager Jamie Seil, Emergency Management Officer Amanda Meneses, and Executive Assistant Jeannie Homer.

A. CALL CITY COUNCIL TO ORDER

City Council called to order at 7:02 p.m.
Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

Emergency Management Officer announced the city will be rolling out a new notification system, called "Alert Roanoke."

C. PUBLIC INPUT

No one wished to speak.

D. CONSENT AGENDA

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



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

**November 12, 2024
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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.

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

Motion carried unanimously.

E. NEW BUSINESS

1. Motion made by Bryan Moyers second by Holly Gray to approve Resolution No. 2024-109R, casting votes for candidates in the election of the Denton Central Appraisal District Board of Directors.

Number of votes cast:

- Alex Buck – 5 votes
- Ann Pomykal – 5 votes
- Mike Hennefer – 5 votes
- Rob Altman – 5 votes

Motion carried unanimously.

2. Motion made by Holly Gray second by Bryan Moyers to approve Resolution No. 2024-110R, amending Section 2, (d) and (e), establishing the City of Roanoke Legislative Policy Committee, and appointing the following applicants:

- 1) Victor Molaschi
- 2) Bryan Moyers
- 3) John Pullen
- 4) Susanna Lione
- 5) Holly Gray
- 6) LG Leonard
- 7) Connie Hodgins



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

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- 8) David Thompson
- 9) Jenifer Marley
- 10) Cassi Webb
- 11) Stephanie Novak

Motion carried unanimously.

- 3. Motion made by Holly Gray second by David Thompson to approve 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.

Motion carried unanimously.

City Council convened into executive session, prior to this item.

- 4. Motion made by Holly Gray second by David Thompson to approve 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.

Motion carried unanimously.

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:

CITY COUNCIL DID CONVENED INTO CLOSED SESSION AT 7:24 P.M.

Section 551.087

To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect – 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:

CITY COUNCIL RECONVENED INTO REGULAR SESSION AT 7:49 P.M.

- 1. **Sections 551.087 of the TEXAS GOVERNMENT CODE** To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect – hotel project.

Action taken under Item #E4.



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

**November 12, 2024
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G. ADJOURNMENT

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 7:50 p.m.
Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Contract Approval - Axon Enterprise, Inc. for equipment, software, and installation for the new police department and municipal court building.

MEETING DATE: December 10, 2024

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of a contract with Axon Enterprise, Inc. for equipment (including installation), licenses, and software for the new Police Department and Municipal Court building.

INFORMATION:

Consider approval of a contract with Axon Enterprise, Inc. for equipment (including installation), licenses, and software for the new Police Department and Municipal Court Building. The contract includes cameras, microphones, touch panels, licenses, and software, to include installation of the aforementioned equipment in designated rooms within the police department portion of the building. The implementation of cameras and microphones in interview rooms not only enhances the integrity of police work but also serves the interests of justice and community relations.

STAFF RECOMMENDATION:

Approve a contract with Axon Enterprise, Inc. for equipment (including installation), licenses, and software for the new Police Department and Municipal Court Building.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The proposed contract is for a total of \$231,612.69 over 5 years as follows:

July 2025: \$42,761.99
July 2026: \$44,472.46
July 2027: \$46,251.36
July 2028: \$48,101.41
July 2029: \$50,025.47



AGENDA ITEM

ATTACHMENTS:

1. Roanoke Police Dept. - TX - IR Estimate for new building(7) - (2)



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

Q-544736-45604.709AS

Issued: 11/08/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 08/01/2025

Account Number: 328235

Payment Terms: N30

Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Corey Bosworth Phone: (817) 491-6052 Email: cbosworth@roanokepolice.com Fax: (817) 491-6053

Quote Summary

Program Length	60 Months
TOTAL COST	\$230,058.13
ESTIMATED TOTAL W/ TAX	\$230,058.13

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$42,474.96	\$0.00	\$42,474.96
Jul 2026	\$44,173.97	\$0.00	\$44,173.97
Jul 2027	\$45,940.93	\$0.00	\$45,940.93
Jul 2028	\$47,778.56	\$0.00	\$47,778.56
Jul 2029	\$49,689.71	\$0.00	\$49,689.71
Total	\$230,058.13	\$0.00	\$230,058.13

Quote Unbundled Price:	\$230,058.13
Quote List Price:	\$230,058.13
Quote Subtotal:	\$230,058.13

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	6			\$245.55	\$245.55	\$1,473.30	\$0.00	\$1,473.30
74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	6			\$132.00	\$132.00	\$792.00	\$0.00	\$792.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6			\$243.31	\$243.31	\$1,459.86	\$0.00	\$1,459.86
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6			\$397.51	\$397.51	\$2,385.06	\$0.00	\$2,385.06
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6			\$685.49	\$685.49	\$4,112.94	\$0.00	\$4,112.94
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7			\$243.31	\$243.31	\$1,703.17	\$0.00	\$1,703.17
50298	AXON INTERVIEW - CAMERA - OVERT DOME	7			\$992.92	\$992.92	\$6,950.44	\$0.00	\$6,950.44
50295	AXON INTERVIEW - SERVER - PRO	2			\$7,668.11	\$7,668.11	\$15,336.22	\$0.00	\$15,336.22
50322	AXON INTERVIEW - TOUCH PANEL PRO	6			\$3,286.23	\$3,286.23	\$19,717.38	\$0.00	\$19,717.38
A la Carte Software									
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	60		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	60		\$1,500.00	\$1,500.00	\$9,000.00	\$0.00	\$9,000.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	60		\$28.21	\$28.21	\$10,155.60	\$0.00	\$10,155.60
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	13	60		\$111.75	\$111.75	\$87,165.00	\$0.00	\$87,165.00
A la Carte Services									
100682	AXON INTERVIEW - PSO - SITE VISIT	1			\$1,750.00	\$1,750.00	\$1,750.00	\$0.00	\$1,750.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7			\$7,450.00	\$7,450.00	\$52,150.00	\$0.00	\$52,150.00
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	6	49		\$28.74	\$28.74	\$8,449.56	\$0.00	\$8,449.56
Total							\$230,058.13	\$0.00	\$230,058.13

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	1	07/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	1	07/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	1	07/01/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	1	07/01/2025
A la Carte	50295	AXON INTERVIEW - SERVER - PRO	2	1	07/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	1	07/01/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	1	07/01/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	6	1	07/01/2025
A la Carte	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	6	1	07/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	08/01/2025	07/31/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	08/01/2025	07/31/2030
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	08/01/2025	07/31/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	08/01/2025	07/31/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	13	08/01/2025	07/31/2030

Services

Bundle	Item	Description	QTY
A la Carte	100682	AXON INTERVIEW - PSO - SITE VISIT	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	6	07/01/2026	07/31/2030

Shipping Locations

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

Payment Details

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100682	AXON INTERVIEW - PSO - SITE VISIT	1	\$323.10	\$0.00	\$323.10
Annual Payment 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	\$1,661.64	\$0.00	\$1,661.64
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$1,875.00	\$0.00	\$1,875.00
Annual Payment 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$646.19	\$0.00	\$646.19
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$730.68	\$0.00	\$730.68
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	13	\$16,093.03	\$0.00	\$16,093.03
Annual Payment 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$440.35	\$0.00	\$440.35
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	\$314.45	\$0.00	\$314.45
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$269.53	\$0.00	\$269.53
Annual Payment 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$759.36	\$0.00	\$759.36
Annual Payment 1	50295	AXON INTERVIEW - SERVER - PRO	2	\$2,831.48	\$0.00	\$2,831.48
Annual Payment 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	\$1,283.24	\$0.00	\$1,283.24
Annual Payment 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	\$3,640.36	\$0.00	\$3,640.36
Annual Payment 1	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,560.02	\$0.00	\$1,560.02
Annual Payment 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$272.01	\$0.00	\$272.01
Annual Payment 1	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	6	\$146.22	\$0.00	\$146.22
Annual Payment 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$9,628.30	\$0.00	\$9,628.30
Total				\$42,474.96	\$0.00	\$42,474.96

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100682	AXON INTERVIEW - PSO - SITE VISIT	1	\$336.02	\$0.00	\$336.02
Annual Payment 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	\$1,728.11	\$0.00	\$1,728.11
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$1,950.00	\$0.00	\$1,950.00
Annual Payment 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$672.04	\$0.00	\$672.04
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$759.91	\$0.00	\$759.91
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	13	\$16,736.75	\$0.00	\$16,736.75
Annual Payment 2	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$457.96	\$0.00	\$457.96
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	\$327.03	\$0.00	\$327.03
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$280.31	\$0.00	\$280.31
Annual Payment 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$789.73	\$0.00	\$789.73
Annual Payment 2	50295	AXON INTERVIEW - SERVER - PRO	2	\$2,944.74	\$0.00	\$2,944.74
Annual Payment 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	\$1,334.57	\$0.00	\$1,334.57
Annual Payment 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	\$3,785.98	\$0.00	\$3,785.98
Annual Payment 2	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,622.42	\$0.00	\$1,622.42
Annual Payment 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$282.89	\$0.00	\$282.89
Annual Payment 2	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	6	\$152.07	\$0.00	\$152.07
Annual Payment 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$10,013.44	\$0.00	\$10,013.44
Total				\$44,173.97	\$0.00	\$44,173.97

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100682	AXON INTERVIEW - PSO - SITE VISIT	1	\$349.46	\$0.00	\$349.46
Annual Payment 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	\$1,797.23	\$0.00	\$1,797.23
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$2,028.00	\$0.00	\$2,028.00
Annual Payment 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$698.92	\$0.00	\$698.92
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$790.30	\$0.00	\$790.30
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	13	\$17,406.23	\$0.00	\$17,406.23
Annual Payment 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$476.28	\$0.00	\$476.28
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	\$340.11	\$0.00	\$340.11
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$291.52	\$0.00	\$291.52
Annual Payment 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$821.32	\$0.00	\$821.32
Annual Payment 3	50295	AXON INTERVIEW - SERVER - PRO	2	\$3,062.53	\$0.00	\$3,062.53
Annual Payment 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	\$1,387.95	\$0.00	\$1,387.95
Annual Payment 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	\$3,937.42	\$0.00	\$3,937.42
Annual Payment 3	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,687.32	\$0.00	\$1,687.32
Annual Payment 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$294.21	\$0.00	\$294.21
Annual Payment 3	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	6	\$158.16	\$0.00	\$158.16
Annual Payment 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$10,413.97	\$0.00	\$10,413.97
Total				\$45,940.93	\$0.00	\$45,940.93

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100682	AXON INTERVIEW - PSO - SITE VISIT	1	\$363.44	\$0.00	\$363.44
Annual Payment 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	\$1,869.12	\$0.00	\$1,869.12
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$2,109.12	\$0.00	\$2,109.12
Annual Payment 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$726.88	\$0.00	\$726.88
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$821.92	\$0.00	\$821.92
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	13	\$18,102.46	\$0.00	\$18,102.46
Annual Payment 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$495.33	\$0.00	\$495.33
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$303.18	\$0.00	\$303.18
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	\$353.72	\$0.00	\$353.72
Annual Payment 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$854.18	\$0.00	\$854.18
Annual Payment 4	50295	AXON INTERVIEW - SERVER - PRO	2	\$3,185.03	\$0.00	\$3,185.03
Annual Payment 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	\$1,443.47	\$0.00	\$1,443.47
Annual Payment 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	\$4,094.91	\$0.00	\$4,094.91
Annual Payment 4	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,754.81	\$0.00	\$1,754.81
Annual Payment 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$305.98	\$0.00	\$305.98
Annual Payment 4	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	6	\$164.48	\$0.00	\$164.48
Annual Payment 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$10,830.53	\$0.00	\$10,830.53
Total				\$47,778.56	\$0.00	\$47,778.56

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100682	AXON INTERVIEW - PSO - SITE VISIT	1	\$377.98	\$0.00	\$377.98
Annual Payment 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	\$1,943.89	\$0.00	\$1,943.89
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$2,193.48	\$0.00	\$2,193.48
Annual Payment 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$755.96	\$0.00	\$755.96
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$854.79	\$0.00	\$854.79
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	13	\$18,826.59	\$0.00	\$18,826.59
Annual Payment 5	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	6	\$515.14	\$0.00	\$515.14
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$315.31	\$0.00	\$315.31
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	\$367.86	\$0.00	\$367.86

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	6	\$888.34	\$0.00	\$888.34
Annual Payment 5	50295	AXON INTERVIEW - SERVER - PRO	2	\$3,312.43	\$0.00	\$3,312.43
Annual Payment 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	\$1,501.21	\$0.00	\$1,501.21
Annual Payment 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	\$4,258.71	\$0.00	\$4,258.71
Annual Payment 5	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,825.00	\$0.00	\$1,825.00
Annual Payment 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	6	\$318.21	\$0.00	\$318.21
Annual Payment 5	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	6	\$171.06	\$0.00	\$171.06
Annual Payment 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	7	\$11,263.75	\$0.00	\$11,263.75
Total				\$49,689.71	\$0.00	\$49,689.71

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

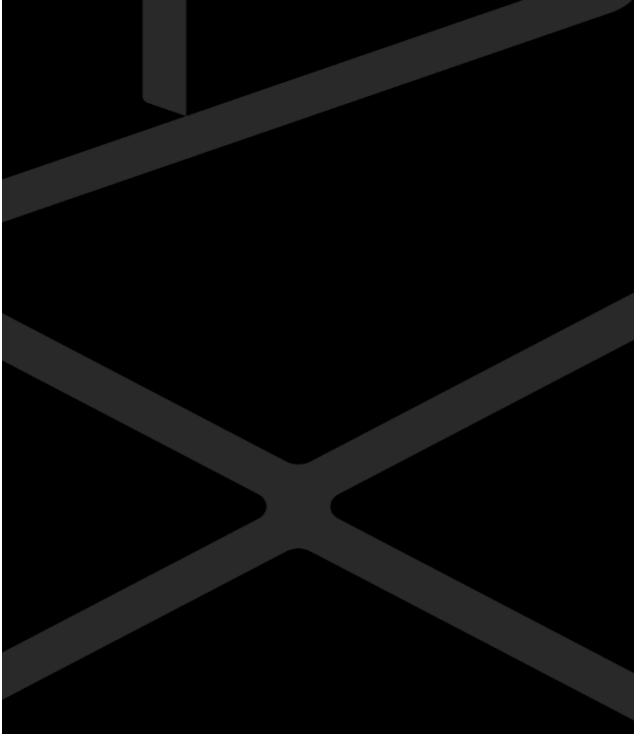
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or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

Signature

Date Signed

11/8/2024





STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR ROANOKE POLICE DEPT. - TX ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street





1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Roanoke Police Dept. - TX who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1 HQ

- ▶ Axon will supply 2 Servers.
 - If agency grants access, Axon will unbox and rack servers.
 - Agency will ensure servers are powered on with Windows installed prior to Install date.
 - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
 - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).

Agency will supply Network Switches.

- ▶ Axon Professional Services will provide network cabling.
- ▶ Agency will configure all network equipment.
- ▶ Agency will prepare all rooms prior to installation.
 - Removing all evidence from room.
 - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- ▶ Axon will mount/place Touch Panels Wall mounted outside each room



► **Jail**

- o Covert Camera in Flush Mount Enclosure Enclosure
- o Covert Camera in Flush Mount Enclosure Enclosure

► **Interview Suite - Hard Interview 1**

- o Covert Camera in Flush Mount Enclosure Enclosure
- o Covert Camera in Flush Mount Enclosure Enclosure

► **Interview Suite - Soft Interview 1**

- o Covert Camera in Flush Mount Enclosure Enclosure
- o Covert Camera in Flush Mount Enclosure Enclosure

► **Interview Suite - Soft Interview 2**

- o Covert Camera in Flush Mount Enclosure Enclosure
- o Covert Camera in Flush Mount Enclosure Enclosure

► **Evidence Review Room**

- o Covert Camera in Flush Mount Enclosure Enclosure
- o Covert Camera in Flush Mount Enclosure Enclosure

► **Citizen Report Room**

- o Covert Camera in Flush Mount Enclosure Enclosure
- o Covert Camera in Flush Mount Enclosure Enclosure

► **Juvenile Interview Room**

- o Covert Camera in Flush Mount Enclosure Enclosure



2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
 - o Hardware Wiring
 - o Hardware Mounting
 - o Hardware Functionality
 - o Firmware Updates
 - o Software Install and Configuration
 - o Functional Test of all features

2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY

Signature: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Contract approval for Marathon Fitness

MEETING DATE: December 10, 2024

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of a contract with Marathon Fitness for the purchase of physical fitness equipment for the Police Department.

INFORMATION:

Consider approval of a contract with Marathon Fitness for the purchase of physical fitness equipment for the Police Department. This equipment package is part of the budget for the new Police Department construction project with an expected completion date in the fall of 2025. These items will be purchased through Buy Board Contract 665-22.

STAFF RECOMMENDATION:

Approve the contract with Marathon Fitness.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The total purchase cost for this project is \$173,061.89 with no recurring cost.

ATTACHMENTS:

1. Roanoke Police Fitness - FINAL (1)

City of Roanoke Police Fitness Center

DESIGN.
INNOVATION.
MARATHON FITNESS.





Marathon Fitness

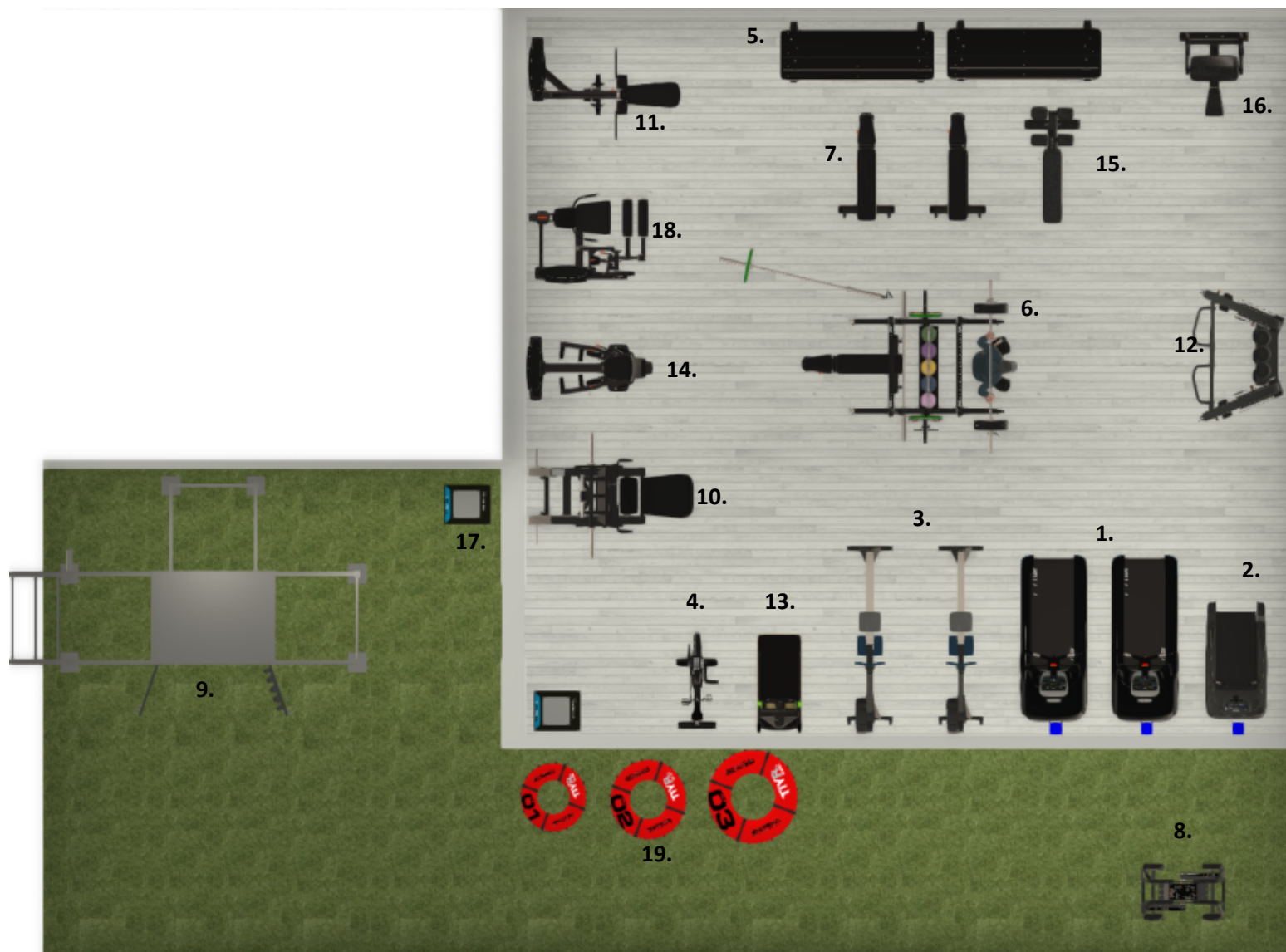
Roanoke Police

LEVEL NOT SPECIFIED

CEILING
CLEARANCE: NOT
SPECIFIED

LEGEND:

1. PRECOR TREADMILL 631 (2 EACH)
2. PRECOR CLIMBER
3. CONCEPT 2 ROWER
4. ASSAULT AIR BIKE
5. 3 TIER 15 PAIR FLAT DB RACK
6. ELEIKO DOUBLE SIDED RACK
7. MULTI ADJUSTABLE BENCH (2 EACH)
8. TORQUE TANK
9. BEAVER FIT FRAME
10. PRECOR ANGLED LEG PRESS
11. PRECOR PULLDOWN/ SEATED ROW
12. PRECOR RESOLUTE GLIDE
13. CONCEPT 2 SKIERG
14. PRECOR INNER/OUTER THIGH
15. PRECOR ADJUST DECLINE BENCH
16. PRECOR PREACHER CURL
17. ESCAPE PLYO
18. PRECOR LEG EXTENSION/CURL
19. ESCAPE TYRE



APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.

DATE: 06.14.24

Page 40 of 356



Marathon Fitness

Roanoke Police



Marathon Fitness
DN-RP-V1

APPROXIMATION OF FLOOR AND PLANNING AREA

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Marathon Fitness

Roanoke Police



Marathon Fitness
DN-RP-V1

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Marathon Fitness

Roanoke Police



Marathon Fitness
DN-RP-V1

APPROXIMATION OF FLOOR AND PLANNING AREA

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Marathon Fitness

Roanoke Police



Marathon Fitness
DN-RP-V1

APPROXIMATION OF FLOOR AND PLANNING AREA

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Marathon Fitness
PO Box 17705
Sugar Land, TX 77496-7705
Tel: (800) 391-9496
Fax: (888) 240-9360
www.MarathonFitness.com
EIN: 68-0544664



Sales Proposal

Date 6/24/2024	Page 1 of 8
Proposal Number QT0039726	

Printed on 10/22/2024 5:52:45 PM

Bill To:

Roanoke Police Department
609 Dallas Dr
Roanoke TX 76262

Ship To:

Roanoke Police Department
609 Dallas Dr
Roanoke TX 76262
dwertzberger@720design.net

Salesperson		Proposal Valid Until	Pricing Type	Terms	
David Novit		7/24/2024	Special	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
NOTE		CARDIO EQUIPMENT			
2.00	TRM 631-B NP	Precor TRM 631 Treadmill - 120v - P31 Console (Tungsten Shroud/Black Frame)	7,095.00	4,966.50	9,933.00
1.00	SCL 835-B NP	Precor Climb with Exclusive Dynamic Step Control (120V)P31 Console (Tungsten Shroud/Black Frame)	9,945.00	6,961.50	6,961.50
4.00	2712-US	Concept2 Model D Indoor Rower with PM5(Black)	1,295.00	1,100.75	4,403.00
Comment: 2 for fitness center, 2 for support building					
1.00	AS-ELITE	Assault Fitness Airbike Elite	1,299.00	1,299.00	1,299.00
1.00	SKIERG PM5	Concept2 SkiErg with PM5 (Black Only)	910.00	910.00	910.00
1.00	SKIERG FLOOR STAND	Concept2 SkiErg Optional Floor Stand	270.00	270.00	270.00
NOTE		RESISTANCE MACHINES			
1.00	PWDPL0601	Precor Angled Leg Press	6,790.00	5,296.20	5,296.20
1.00	C008BP	Precor Vitality Inner/Outer Thigh (170 lbs with add-on system) (Black Frame/Black Upholstery)	4,260.00	3,322.80	3,322.80

Continued...

Marathon Fitness
PO Box 17705
Sugar Land, TX 77496-7705
Tel: (800) 391-9496
Fax: (888) 240-9360
www.MarathonFitness.com
EIN: 68-0544664



Sales Proposal

Date 6/24/2024	Page 2 of 8
Proposal Number QT0039726	

Printed on 10/22/2024 5:52:45 PM

Bill To:

Roanoke Police Department
609 Dallas Dr
Roanoke TX 76262

Ship To:

Roanoke Police Department
609 Dallas Dr
Roanoke TX 76262
dwertzberger@720design.net

Salesperson		Proposal Valid Until	Pricing Type	Terms	
David Novit		7/24/2024	Special	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
1.00	C027BP	Precor Vitality Leg Extension/Leg Curl (240 lb stack with 5lb add-on system) (Black Frame/Black Upholstery)	4,380.00	3,416.40	3,416.40
1.00	C026BP	Precor Vitality Pulldown/Seated Row (225 lb stack with 7.5 lb add-on system) (Black Frame/Black Upholstery)	4,260.00	3,322.80	3,322.80
1.00	RUD 915	Precor Dual Adjustable Pulley	7,995.00	6,236.10	6,236.10
		Comment: includes: tricep rope and other bars and handles			
NOTE		DUMBBELLS RACKS AND BENCHES			
2.00	PWDBR0815-B	Precor Dumbbell Rack - 3 Tier, 15 Pairs (Black Frame)	1,740.00	1,357.20	2,714.40
1.00	UD-SET1	UMAX Premium 5 - 50 lb SET Urethane Solid Steel Dumbbells	3,390.00	2,542.50	2,542.50
1.00	UD-SET2	UMAX Premium 55 - 100 lb SET Urethane Solid Steel Dumbbells	6,928.00	5,196.00	5,196.00
1.00	UD-SET5	UMAX Premium 7.5 - 27.5 lb SET Urethane Solid Steel Dumbbells	1,366.00	1,024.50	1,024.50
1.00	UD-SET6	UMAX Premium 32.5 - 52.5 lb SET Urethane Solid Steel Dumbbells	2,310.00	1,732.50	1,732.50

Continued...

Marathon Fitness
PO Box 17705
Sugar Land, TX 77496-7705
Tel: (800) 391-9496
Fax: (888) 240-9360
www.MarathonFitness.com
EIN: 68-0544664



Sales Proposal

Date 6/24/2024	Page 3 of 8
Proposal Number QT0039726	

Printed on 10/22/2024 5:52:45 PM

Bill To:

Roanoke Police Department
609 Dallas Dr
Roanoke TX 76262

Ship To:

Roanoke Police Department
609 Dallas Dr
Roanoke TX 76262
dwertzberger@720design.net

Salesperson		Proposal Valid Until	Pricing Type	Terms	
David Novit		7/24/2024	Special	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
30.00	MISC EQUIP	Custom Logo charge from UMAX for logo (per pair)	0.00	58.00	1,740.00
1.00	MISC EQUIP	Custom Logo set up fee from UMAX	0.00	150.00	150.00
2.00	PWDBR0119-B	Precor Multi-Adjustable Bench (Black Frame)	1,400.00	1,092.00	2,184.00
1.00	PWDBR0113	Precor Adjustable Decline Bench	1,280.00	998.40	998.40
1.00	PWDBR0202	Precor Preacher Curl Bench	1,220.00	951.60	951.60
1.00	PWDBR0817	Precor Weight Plate Tree	660.00	514.80	514.80
1.00	OBC	UMAX Olympic Chrome Curl Bar	296.00	222.00	222.00
1.00	OLJ	UMAX LOCKJAW PRO (pair)	60.00	45.00	45.00
Comment: will use the Eleiko plates that are stored on the Eleiko racks					
NOTE		ELEIKO STRENGTH TRAINING STATION			
1.00	BD-1-349	Eleiko Pretera Double Half Rack - Stainless Uprights -Black	7,095.00	6,385.50	6,385.50

Continued...

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Salesperson		Proposal Valid Until		Pricing Type	Terms
David Novit		7/24/2024		Special	Net 30
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
Comment: includes: straight pull-up bar, j-cups, safety arms and eight weight pins					
4.00	MISC EQUIP	Eleiko 3085568-03 Kettlebell Storage Shelf,	0.00	461.70	1,846.80
1.00	MISC EQUIP	Eleiko 3085582-03 Wall Ball Target	0.00	256.50	256.50
1.00	3085670-03	Eleiko Presteria Landmine 2.0 - Black	330.00	297.00	297.00
1.00	MISC EQUIP	Eleiko 3085619-03 Battle Rope Attachment	0.00	63.00	63.00
1.00	BD-1-380	Eleiko Presteria Smith Attachment - Black	3,240.00	2,916.00	2,916.00
2.00	3085580-03	Eleiko Presteria Angled Pull Up Bar - Black	195.00	175.50	351.00
1.00	2001352-03	Eleiko Presteria Hanging Bar Storage	50.00	45.00	45.00
2.00	2001306-PL	Eleiko Presteria Customization Plate, Stainless/Private Label	290.00	261.00	522.00
2.00	BD-1-278	Eleiko Adjustable Bench - Black/PUR	1,345.00	1,210.50	2,421.00
3.00	3085487	Eleiko OPPEN Collars (Pair)	105.00	94.50	283.50

Continued...

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David Novit		7/24/2024	Special	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
1.00	3085748-03	Eleiko OPPEN Deadlift Bar - Black	970.00	873.00	873.00
2.00	3085116	Eleiko XF Bar - 20kg	645.00	580.50	1,161.00
2.00	3062912-55	Eleiko Sport Training Plate - 55lb (Colored)	305.00	274.50	549.00
8.00	3062912-45	Eleiko Sport Training Plate - 45lbs (Colored)	255.00	229.50	1,836.00
4.00	3062912-35	Eleiko Sport Training Plate - 35lbs (Colored)	200.00	180.00	720.00
4.00	3062912-25	Eleiko Sport Training Plate - 25lbs (Colored)	155.00	139.50	558.00
6.00	MISC EQUIP	Eleiko Change Plate Black - 10lbs	0.00	45.00	270.00
6.00	MISC EQUIP	Eleiko Change Plate Black - 5lbs	0.00	27.00	162.00
6.00	MISC EQUIP	Eleiko Change Plate Black - 2,5lbs	0.00	22.50	135.00
1.00	MISC EQUIP	Eleiko Kettlebell Set 4kg-32kg Black	0.00	1,237.50	1,237.50
Comment: 12 kettlebells 4kg,6,8,10,12,14,16,18,20,24,28,32kg					

Continued...

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David Novit		7/24/2024	Special	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
NOTE		MOBILITY, FUNCTIONAL and FLOOR WORK EQUIPMENT			
1.00	MULTIP2	Escape Multiplio	1,092.00	928.20	928.20
1.00	3015-01	Perform Better Adjustable Wall Mat Rack	69.99	59.49	59.49
6.00	EST-FMGRY	Escape Flex Mat (Grey)	67.00	56.95	341.70
2.00	EST-HFR	Escape Ultra Flex Hard Roller (Green)	66.50	56.53	113.05
1.00	EST-RRC	Escape Ridge Roller	63.00	53.55	53.55
1.00	SBP65	Escape 65cm/25" Steadyball Pro - Dark Grey	62.00	52.70	52.70
NOTE		OUTDOOR TRAINING ZONE			
1.00	SS-FL	BeaverFit Shed Shred Functional Light	29,500.00	29,500.00	29,500.00
1.00	CUSTOM LOGO	Custom Logo Charge from Vendor		786.00	786.00
1.00	SHIPPING	BeaverFit Shred Shed Shipping		5,680.00	5,680.00

Continued...

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David Novit		7/24/2024	Special	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
1.00	OUTSIDE INSTALLATION	BeaverFit Installation and ForkLift offloading		3,850.00	3,850.00
1.00	TIYR02	Escape TiyR Level 2 - 60Kg /130lbs (Blue)	2,019.00	1,716.15	1,716.15
1.00	TIYR03	Escape TiyR Level 3 - 80 Kg/175lbs (Red)	2,274.00	1,932.90	1,932.90
1.00	TIYR04	Escape TiyR Level 4 - 100 Kg/220lbs (Black)	2,721.00	2,312.85	2,312.85
1.00	XTTM4-PH	Torque Fitness Tank M4, Performance Handle Package	2,600.00	2,210.00	2,210.00
1.00	MISC EQUIP	Eleiko Outdoor Fitness Accessory Package (as per list)	0.00	8,990.00	8,990.00
1.00	BUY BOARD 22	BUY BOARD Contract: #665-22 Contract: Athletic, PE & Gym. Supplies H.D. Exercise & Accessories #665-22, Effective Date: 4/1/2022, Expiration Date: 3/31/2025		0.00	0.00

Continued...

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Salesperson		Proposal Valid Until	Pricing Type	Terms	
David Novit		7/24/2024	Special	Net 30	
Qty	Item Number	Description	Unit Price	Sales Price	Extended Price

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature: _____ Date: _____ PO# _____

Printed Name: _____ Title _____

DELIVERY INSTRUCTIONS:

Requested delivery ____/____/____ Loading Dock Yes ____ No ____

Subtotal	\$ 146,801.89
Freight	\$ 15,905.00
Installation	\$ 10,355.00
Sales Tax	\$ 0.00
Total	\$ 173,061.89



	Qty
14' Medicineball - 10lb	1
Sold in unit: Sold individually / Weight: 4,5 kg	
14' Medicineball - 14lb	1
Sold in unit: Sold individually / Weight: 6,4 kg	
14' Medicineball - 20lb	1
Sold in unit: Sold individually / Weight: 9,1 kg	
 Eleiko Kettlebell 12 kg, black	1
Height: 215 mm, 8.46 in. / Weight: 12 kg, 26.46 lbs / Warranty: 2 years / Colour: Black	
 Eleiko Kettlebell 18 kg, black	2
Height: 240 mm, 9.45 in. / Weight: 18 kg, 39.68 lbs / Warranty: 2 years / Colour: Black	
 Eleiko Kettlebell 24 kg, black	1
Height: 260 mm, 10.24 in. / Weight: 24 kg, 52.91 lbs / Warranty: 2 years / Colour: Black	
 Eleiko XF Bar 20 kg	3
Length: 2200 mm, 86.61 in. / Weight: 20 kg, 44.09 lbs / Warranty: 12 years / Colour: Silver	
 Eleiko XF Bumper Plate 45 LBS, black	6
Weight: 20,41 kg, 45 lbs / Warranty: 3 years / Colour: Black	
 Eleiko XF Bumper Plate 35 LBS, black	6
Weight: 15,88 kg, 35.01 lbs / Warranty: 3 years	
 Eleiko XF Bumper Plate 25 LBS, black	6
Weight: 11,34 kg, 25 lbs / Warranty: 3 years	
 Eleiko XF Bumper Plate 10 LBS, black	6
Weight: 4,54 kg, 10.01 lbs / Warranty: 3 years	

		Qty
	Exceed Sandbag L (31-50 kg), black, w/o sand Weight: 1,3 kg, 2.87 lbs / Warranty: 6 months / Colour: Black	2
	Eleiko Adjustable Bench - Black/PUR Warranty: 1-10 years, 6 months-10 years / Total weight: 40,5 kg, 89.29 lbs /	1
	Eleiko Öppen Barbell Collars pair Length: 101 mm, 3.98 in. / Width: 105 mm, 4.13 in. / Height: 37 mm, 1.46 in. / Weight: 0,5 kg, 1.1 lbs / Warranty: 1 year / Colour: Silver/Dark grey	2
	Eleiko Öppen Deadlift Bar Black Length: 1960 mm, 77.17 in. / Width: 589 mm, 23.19 in. / Height: 226 mm, 8.9 in. / Weight: 25 kg, 55.12 lbs / Warranty: 5 years	1
	Eleiko Öppen Barbell Collars pair Length: 101 mm, 3.98 in. / Width: 105 mm, 4.13 in. / Height: 37 mm, 1.46 in. / Weight: 0,5 kg, 1.1 lbs / Warranty: 1 year / Colour: Silver/Dark grey	2
	Performance Liquid Chalk, 60 ml Height: 115 mm, 4.53 in. / Weight: 0,07 kg, 0.15 lbs	1
	Climbing Rope, natural fibre 6m Length: 6000 mm, 236.22 in. / Width: 350 mm, 13.78 in. / Height: 350 mm, 13.78 in. / Weight: 4,4 kg, 9.7 lbs / Warranty: 1 year / Colour: Beige	1
	P2I Suspension Trainer Pro Weight: 1,5 kg, 3.31 lbs / Warranty: 3 months / Colour: Black	2
	Eleiko Resistance Band, Level 2 Yellow Weight: 0,18 kg, 0.4 lbs / Warranty: 3 months	2
	Eleiko Resistance Band, Level 4 Red Weight: 0,33 kg, 0.73 lbs / Warranty: 3 months	2
	P2I Massage Ball (Set of 3) Soft, Medium, Firm Weight: 0,5 kg, 1.1 lbs / Warranty: 3 months / Colour: Black/Red/Grey	2

		Qty
	Eleiko Foam Roller Length: 370 mm, 14.57 in. / Height: 150 mm, 5.91 in. / Weight: 0,2 kg, 0.44 lbs / Warranty: 1 year	2
	Exceed Agility Cones, 20 pcs Height: 38 mm, 1.5 in. / Weight: 0,4 kg, 0.88 lbs / Warranty: 1 year / Colour: Set Includes Orange, White, Green and Yellow	1
	Exceed R1 Speed Rope Blue Length: 3340 mm, 131.5 in. / Weight: 0,16 kg, 0.35 lbs / Warranty: 3 months / Colour: Black/Blue	2
	Eleiko XF Sled / Prowler Light Black Length: 560 mm, 22.05 in. / Width: 400 mm, 15.75 in. / Height: 530 mm, 20.87 in. / Weight: 19 kg, 41.89 lbs / Warranty: 2 years / Colour: Black	1
	Exceed Sled Strap, with carabiner 2,5m Length: 2500 mm, 98.43 in. / Width: 40 mm, 1.57 in. / Weight: 0,4 kg, 0.88 lbs / Warranty: 1 year / Colour: Black	1

 Wrapping:

0.00

 Shipping:

0.00





SHRED SHED

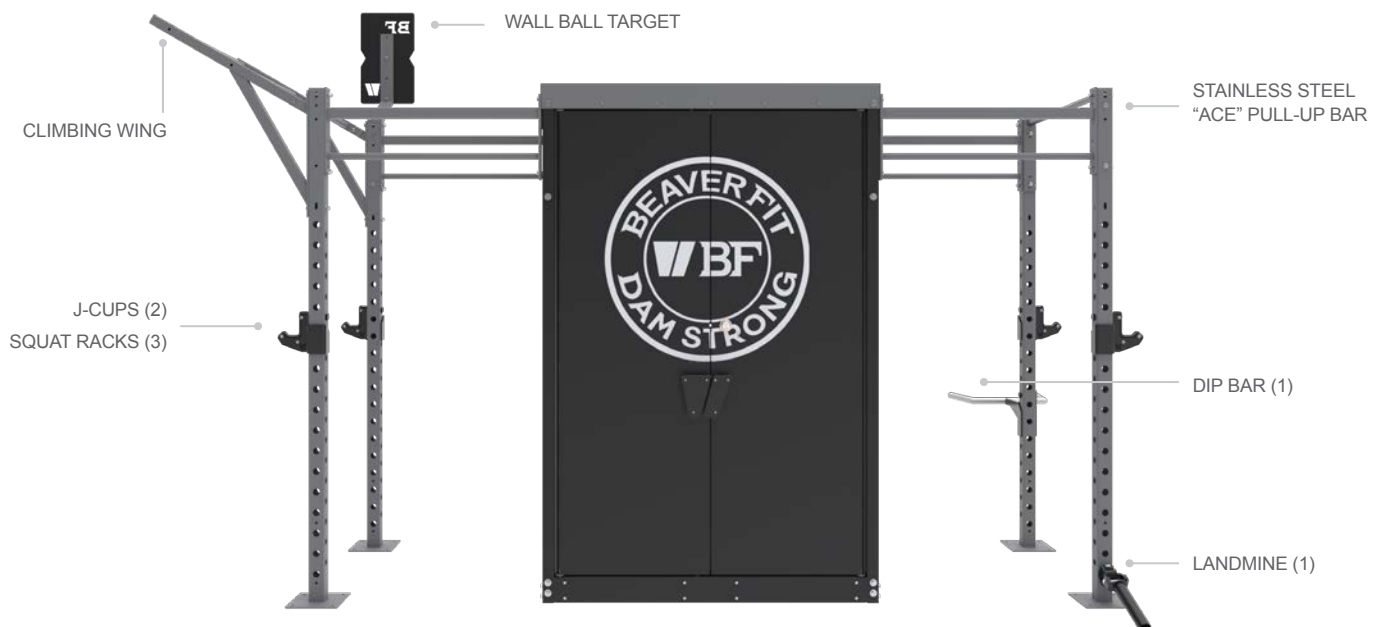


BEAVERFIT™ DAM STRONG

- TRAIN UP TO 30 ATHLETES OR PERSONNEL
- FREESTANDING WITH ADJUSTABLE FOOTPADS
- INTEGRATED, LOCKABLE STORAGE
- SUPERIOR WEATHERPROOFING (HOT DIP GALVANIZED / POWDER COATED)
- CUSTOM COLORS AND BRANDING AVAILABLE
- ULTRA STABLE PATENTED DESIGN (SIDE MOUNTED BRACKETS, 7 GAUGE STEEL 3X3 TUBING)



THE BEAVERFIT SHRED SHED is a patented, integrated, multi-use storage shed, custom-fabricated to anchor a BeaverFit functional training rig and store the equipment necessary to create a world class, multi-modality training center.



BEAVERFITUSA.COM

CONTACT US FOR MORE PRODUCT INFORMATION:
SALES@BEAVERFITUSA.COM









TRM 631

Experience™ Series

TREADMILL

Product Features

1. P31 Console

Finally, an LED console that works harder for you, your servicers, and your exercisers. Get integrated asset management to supercharge your service techs with extra information, right at their fingertips. Exercisers will enjoy the well-placed channel or volume change controls. The black color on the P31 looks great across the full range of Precor cardio equipment.

2. Commercial-Grade Drive and Lift Motor

The TRM 631 is equipped with a commercial-grade 3 HP high-efficiency AC-motor drive (4.3 HP peak) that enhances performance, efficiency, and reliability to deliver a treadmill that is ideal for dues-paying commercial fitness facilities as well as hospitality venues, multi-family housing complexes, corporations and municipal service organizations.

3. Integrated Footplant Technology™

Recognizes the exerciser's natural foot speed and matches every stride for an ultra-smooth feel that enhances their workout experience.

4. Ground Effects® Impact Control System

Our patented system combines ideal cushioning, support, and stability for exercisers. Precor decks are designed to provide more absorption in the front where the exercisers' feet hit the belt and added rigidity at the back for a firm push-off.



Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.

Black Pearl

Specifications

Dimensions (L x W x H): 83 x 35 x 62 in / 211 x 89 x 157.5 cm

Product Weight: 385 lb / 175 kg

Step-up Height: 8.4 in / 21.3 cm

Handrail Length: 18 in / 46 cm

Running Surface: 60 x 22 in / 152 x 56 cm

Power: 120 volt, 20 amp individual branch circuit

Total Workouts: 27

Elevation Range: 0% to 15% incline in 0.5% increments

Speed Range: 0.5 - 12 mph / 0.8 - 19.2 km/h

Motor Drive: 3 HP high-efficiency AC-motor (4.3 HP peak)

Languages: English, French, German, Hebrew, Italian, Japanese, Portuguese, Russian, Spanish

Network Capabilities: C-SAFE enabled
Mobile Device Charger - Standard

Entertainment: Optional - 15.6 in / 39.6 cm Personal Viewing System (PVS)

Accessories: Integrated Reading Rack
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

SCL 835

Experience™ Series

StairClimber

Product Highlights

The Precor SCL® 835 far exceeds the status quo and invites you to step up to an experience that will delight. Made from durable, high-performance parts and tested beyond industry standards, the StairClimber is built for reliability. The thoughtful design prevents sweat, dirt, and fluid ingress to deliver an ultra-smooth operation and effective cleaning in a single pass. It invites exercisers to step on and off with ease, exercise with confidence, and stay motivated with engaging content.

Product Features

Dynamic Step Control

The Dynamic Step Control™ system, with an industry-leading tolerance of +/- 0.5 steps per minute, ensures an accurate, consistent step rate, whether slow or fast, for exercisers of all sizes.

Low Maintenance Step Chain

To decrease downtime, service panels can be removed in under one minute to easily access internal components. Constructed of high-strength steel, the 428 O-ring motorcycle step chain requires no planned maintenance – simply inspect annually. Clean and lubricate only if needed.

Tested Beyond Industry Standards

The StairClimber has exceeded industry standards, withstanding over 30 different tests, conducted over 10,000 hours in the lab and field for reliability that operators can trust.

Motivating Workouts

Geographically-inspired milestone workouts entice exercisers to climb 30 well-known landmarks like the Empire State Building, or the Great Pyramid. Customizable and pre-programmed HIIT workouts designed specifically for the StairClimber offer additional motivation.

Specifications

Dimensions (L x W x H): 59 x 31.7 x 84 in / 150 x 81 x 213 cm

Equipment Weight: 375 lb / 170 kg

Power: 120 volt, 15 amp circuit

Recommended Ceiling Height: 9 ft 9 in / 3 m

Step Height: 8 in / 20 cm

Step Dimensions (D x W): 11 in x 20.8 in / 28 cm x 53 cm

Step Rate Range: 20 to 165 steps / minute (SPM)

Total Workouts: 10

Fit Tests: WFI and CPAT

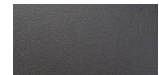
Language: English, French, German, Hebrew, Italian, Japanese, Portuguese, Russian, Spanish

Asset Management: Optional with Preva®Sync™ Module

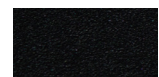
Entertainment: Optional - 15 in / 38.1 cm Personal Viewing System (PVS)

Accessories: Integrated Reading Rack, Mobile Device Charger
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.



Storm Grey



Black Pearl

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.

A photograph of three Concept 2 rowing machines in a bright room with large windows. The machine in the center is a Concept 2 Model D, which is a full-body rowing machine with a large flywheel and a high handle. The machines on the left and right are Concept 2 Model E, which are compact rowing machines with a smaller flywheel and a lower handle. The room has light-colored wooden flooring and large windows that look out onto a green landscape with a body of water. A green banner with the Concept 2 logo and text is overlaid on the right side of the image.

concept 2[®]

ROWERG | SKIERG | BIKEERG

RowERG

The Concept2 RowErg sets the standard for indoor rowing machines. Built by rowers, for rowers, the RowErg is used by people of all ages and abilities worldwide who want a full-body, low-impact workout.

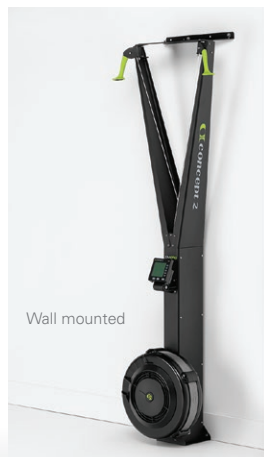
The Concept2 RowErg is available with either standard or tall legs. The standard legs give a 14 inch (36 cm) seat height while the taller legs make the seat 20 inches (51 cm) from the floor. The elevated version is a good choice if you would like a machine with a higher seat, or prefer the appearance of a taller machine. The powerful performance monitor connects via Bluetooth to a wide range of apps, including our own free app ErgData. An integrated device holder allows you to keep your smartphone or tablet securely in place while using ErgData or other favorite apps.



SkiERG

The SkiERG helps build strength and endurance using the poling motions integral to the sport of Nordic skiing, but you don't need to be a skier to benefit from the terrific low impact and full-body exercise. The double poling movement involves not just arms and shoulders, but also core and legs; classic ski technique (alternating arms) is also possible.

The SkiERG easily accommodates adaptive athletes and those with lower body injuries, as one can sit or kneel and still get a great upper body and core workout. The SkiERG is suitable for use with most wheelchairs.



Wall mounted

Wall mount dimensions:

Width	Depth	Height
20.5 in 52 cm	16 in 40.6 cm	85 in 216 cm

Floor Stand dimensions (including SkiERG):

Width	Depth	Height
23.5 in 60 cm	50 in 127 cm	85 in 216 cm

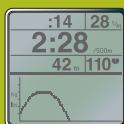


Performance Monitor

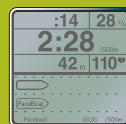
Display Options



All Data



Force Curve



Pacer



Bar Chart



Large Print

PM5 (included on all machines)



Automatic Operation Monitor turns on when you start your workout.

Performance Data Track distance, speed, pace, Calories, and watts.

User-Friendly Menu Manage a wide range of features such as preset workouts, games and multiple languages.

Display Options View all data, force curve, PaceBoat/ PaceSkier/PaceRider, bar chart or large print.

Backlit Display Screen illuminates automatically when you start your workout.

USB Flash Drive Store performance data and transfer data to your Mac or PC.

Wireless Heart Rate Monitoring using ANT+ and Bluetooth with compatible devices.

Connectivity Supports connectivity to heart rate monitors, smartphones, tablets and computers.





AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Contract Approval for Russ Bassett.

MEETING DATE: December 10, 2024

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of a contract with the Russ Bassett Corporation for the purchase of consoles for the Public Safety Communication Center.

INFORMATION:

Consider approval of a contract with the Russ Bassett Corporation for the purchase of consoles for the Public Safety Communication Center. The requested consoles are part of the budget for the new Police Department construction project that is expected to be completed in the fall of 2025. These items will be purchased through HGACBuy Contract EC07-23.

STAFF RECOMMENDATION:

Approve the contract with Russ Bassett.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The total purchase for this project is \$214,491.40.

ATTACHMENTS:

1. PN-10516-01 Roanoke Police-Fire Opt 2 Rev K HGAC Quote - Final

PROJECT #: PN-10516-01

OPTION: 2 **REVISION:** K

PROJECT NAME: ROANOKE POLICE & MUNICIPAL COURT

QUOTE DATE: 10/28/2024
EXPIRATION DATE: 1/25/2025

CUSTOMER: ROANOKE POLICE & FIRE
CONTACT: JENNIFER ERTLE
ADDRESS: 609 DALLAS DRIVE
ROANOKE TX 76262
PHONE: 817-491-6052
EMAIL: jertle@roanokepolice.com

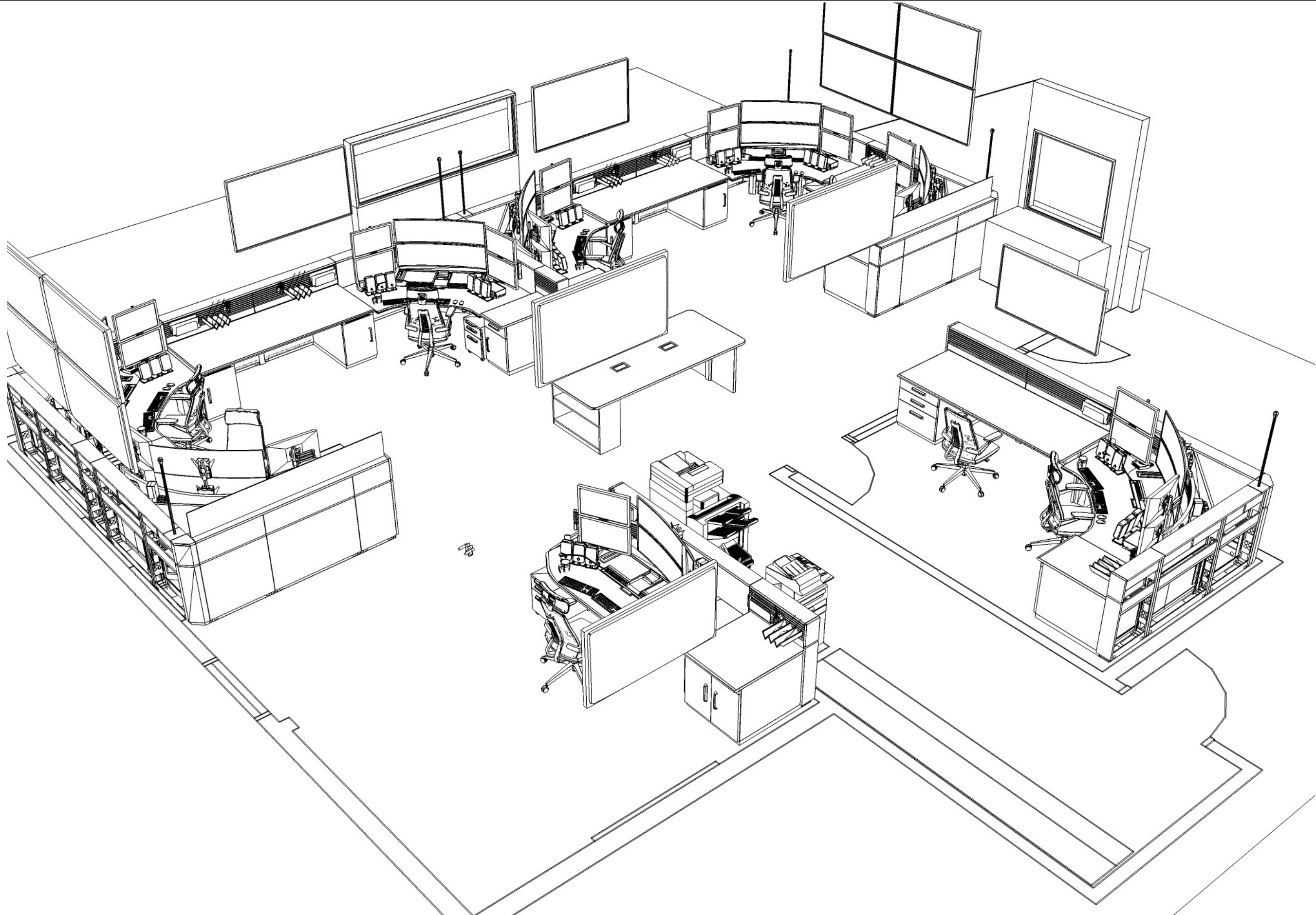
SALES EXECUTIVE: JUSTIN KIRKWOOD
ADDRESS: 8189 BYRON RD.
WHITTIER, CA 90606

PHONE: (254) 295-6936
EMAIL: jkirkwood@russbassett.com



HGACBuy Contract #: EC07-23 (911 Equipment & Emergency Notification Software and Services).
Prices shown herein are Net (discount applied) unless otherwise noted.
Effective Dates 8/01/2023 - 6/30/2025





rus

bassett

8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:

ROANOKE POLICE & FIRE

PROJECT ADDRESS:

609 DALLAS DRIVE

ROANOKETX76262

PROJECT

PROJECT NAME:

ROANOKE POLICE & MUNICIPAL

PROJECT INITIATION DATE:

5/6/2024

CONSOLE TYPE:

FLEX

NUMBER OF POSITIONS:

8

SCALE:

NTS

SALES EXECUTIVE

JUSTIN KIRKWOOD

DESIGNER

JEREMY NIXON

SHEET INDEX

NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
7	ELEVATION B
8	ELEVATION C
9	ELEVATION D
10	ELEVATION E
11	EQUIPMENT FIT
12	RENDERING 1
13	RENDERING 2
14	CORING PLAN
15	
16	

REVISIONS

REV	DATE	DESCRIPTION	BY
A	05/07/24	2D & 3D PRELIMINARY	JN
B	05/09/24	UPDT TO RM ELEMENTS	JN
C	06/26/24	UPDT TO STG, TCs & SUP AREA	JN
D	07/02/24	UPDT TO SUP RM & TRN EXT STG	JN
E	07/25/24	UPDT TO SW ACC'S, ADD DOME	JN
F	07/30/24	ADDED CONCEPT SEATING TO	JN
G	09/03/24	UPDT FINISH SCHEME	JN
H	09/19/24	CHG FIN TO VERANDA TEAK,	JN
J	10/03/24	CHG FIN TO UPTOWN WALNUT,	JN
J	10/03/24	ADD CORING PLAN	JN
K	10/25/24	ADD CALLOUTS	JG

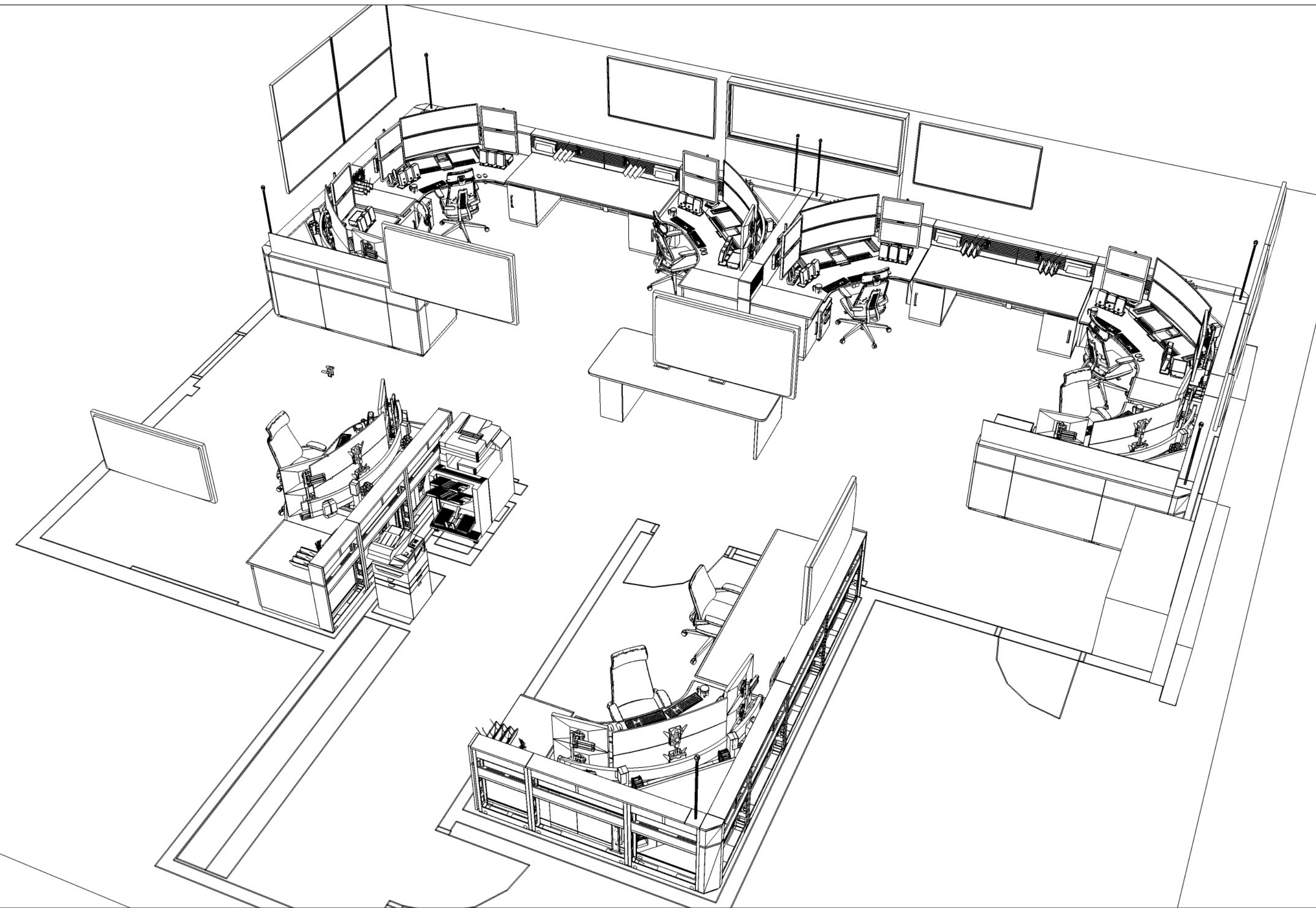
SHEET DESCRIPTION

3D VIEW 1

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	2 / 17

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8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:
ROANOKE POLICE & FIRE

PROJECT ADDRESS:
609 DALLAS DRIVE
ROANOKE TX 76262

PROJECT

PROJECT NAME:
ROANOKE POLICE & MUNICIPAL

PROJECT INITIATION DATE:
5/6/2024

CONSOLE TYPE:
FLEX

NUMBER OF POSITIONS:
8

SCALE:
NTS

SALES EXECUTIVE
JUSTIN KIRKWOOD

DESIGNER
JEREMY NIXON

SHEET INDEX

NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
7	ELEVATION B
8	ELEVATION C
9	ELEVATION D
10	ELEVATION E
11	EQUIPMENT FIT
12	RENDERING 1
13	RENDERING 2
14	CORING PLAN
15	
16	

REVISIONS

REV	DATE	DESCRIPTION	BY
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E	07/25/24	UPDT TO SW ACC'S, ADD DOME	JN
F	07/30/24	ADDED CONCEPT SEATING TO	JN
G	09/03/24	UPDT FINISH SCHEME	JN
H	09/19/24	CHG FIN TO VERANDA TEAK,	JN
J	10/03/24	CHG FIN TO UPTOWN WALNUT,	JN
J	10/03/24	ADD CORING PLAN	JN
K	10/25/24	ADD CALLOUTS	JG

SHEET DESCRIPTION
3D VIEW 2

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	3 17

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CUSTOMER

CUSTOMER:
ROANOKE POLICE & FIRE
PROJECT ADDRESS:
609 DALLAS DRIVE
ROANOKE TX 76262

PROJECT

PROJECT NAME:
ROANOKE POLICE & MUNICIPAL
PROJECT INITIATION DATE:
5/6/2024
CONSOLE TYPE: FLEX
NUMBER OF POSITIONS: 8
SCALE:
NTS

SALES EXECUTIVE

JUSTIN KIRKWOOD

DESIGNER

JEREMY NIXON

SHEET INDEX

NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
7	ELEVATION B
8	ELEVATION C
9	ELEVATION D
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13	RENDERING 2
14	CORING PLAN
15	
16	

REVISIONS

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H	09/19/24	CHG FIN TO VERANDA TEAK,	JN
J	10/03/24	CHG FIN TO UPTOWN WALNUT,	JN
J	10/03/24	ADD CORING PLAN	JN
K	10/25/24	ADD CALLOUTS	JG

SHEET DESCRIPTION
3D VIEW 3

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	4 / 17

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CUSTOMER

CUSTOMER:
ROANOKE POLICE & FIRE
PROJECT ADDRESS:
609 DALLAS DRIVE
ROANOKE TX 76262

PROJECT

PROJECT NAME:
ROANOKE POLICE & MUNICIPAL
PROJECT INITIATION DATE:
5/6/2024
CONSOLE TYPE: FLEX
NUMBER OF POSITIONS: 8
SCALE:
3/16" = 1'-0"

SALES EXECUTIVE
JUSTIN KIRKWOOD

DESIGNER
JEREMY NIXON

SHEET INDEX

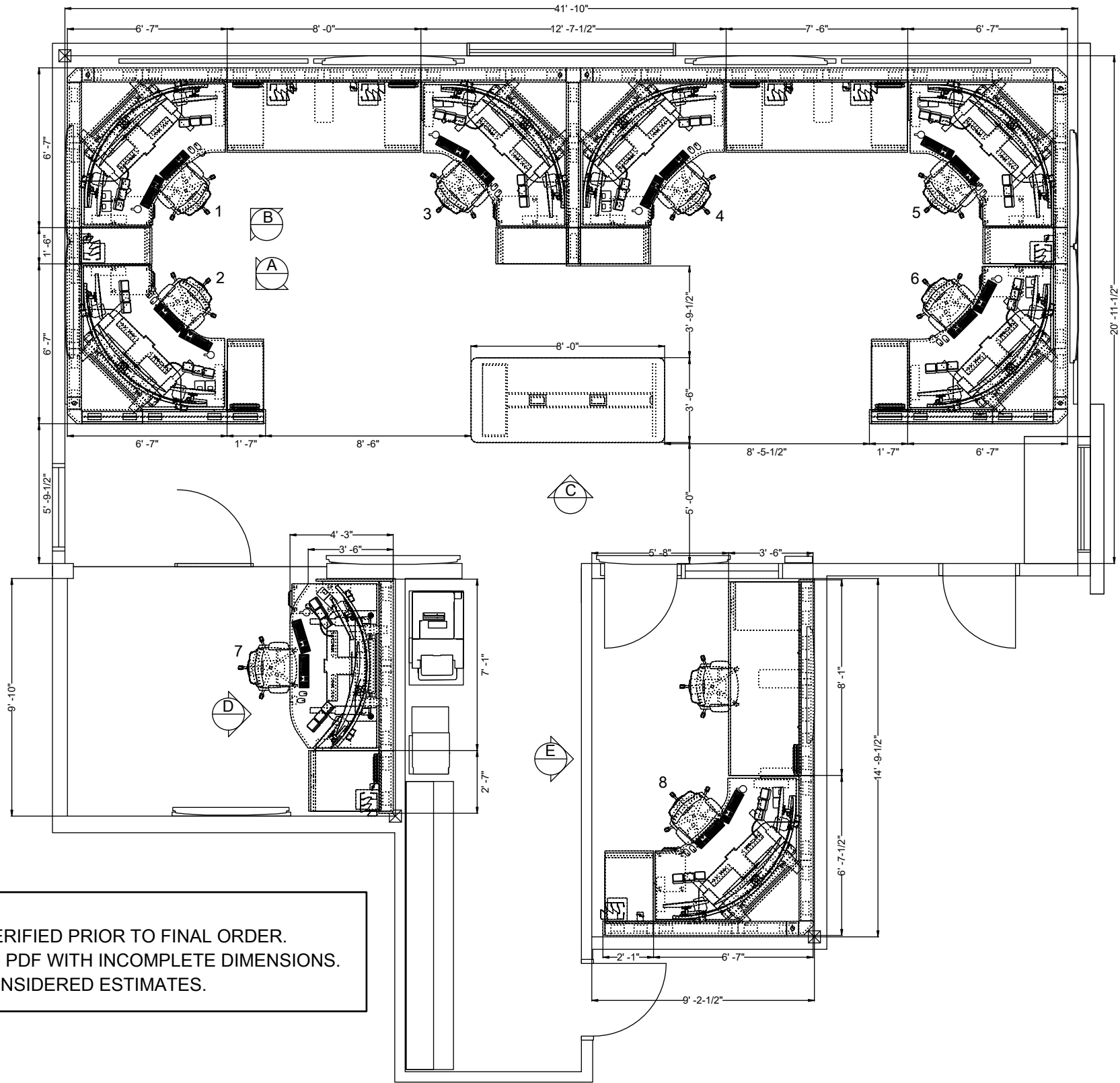
NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
7	ELEVATION B
8	ELEVATION C
9	ELEVATION D
10	ELEVATION E
11	EQUIPMENT FIT
12	RENDERING 1
13	RENDERING 2
14	CORING PLAN
15	
16	

REVISIONS

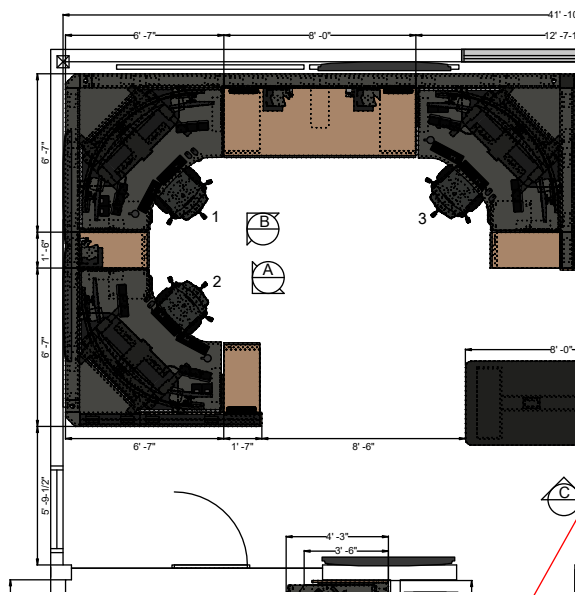
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J	10/03/24	CHG FIN TO UPTOWN WALNUT,	JN
J	10/03/24	ADD CORING PLAN	JN
K	10/25/24	ADD CALLOUTS	JG

SHEET DESCRIPTION
PLAN VIEW

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	5 17



****NOTE****
- ROOM DIMENSIONS MUST BE VERIFIED PRIOR TO FINAL ORDER.
- CAD CREATED FROM PROVIDED PDF WITH INCOMPLETE DIMENSIONS.
- ALL ROOM DIMENSIONS ARE CONSIDERED ESTIMATES.



BLUE LED UP-LIT GLASS PARTITION
W/ CUSTOM ETCHING

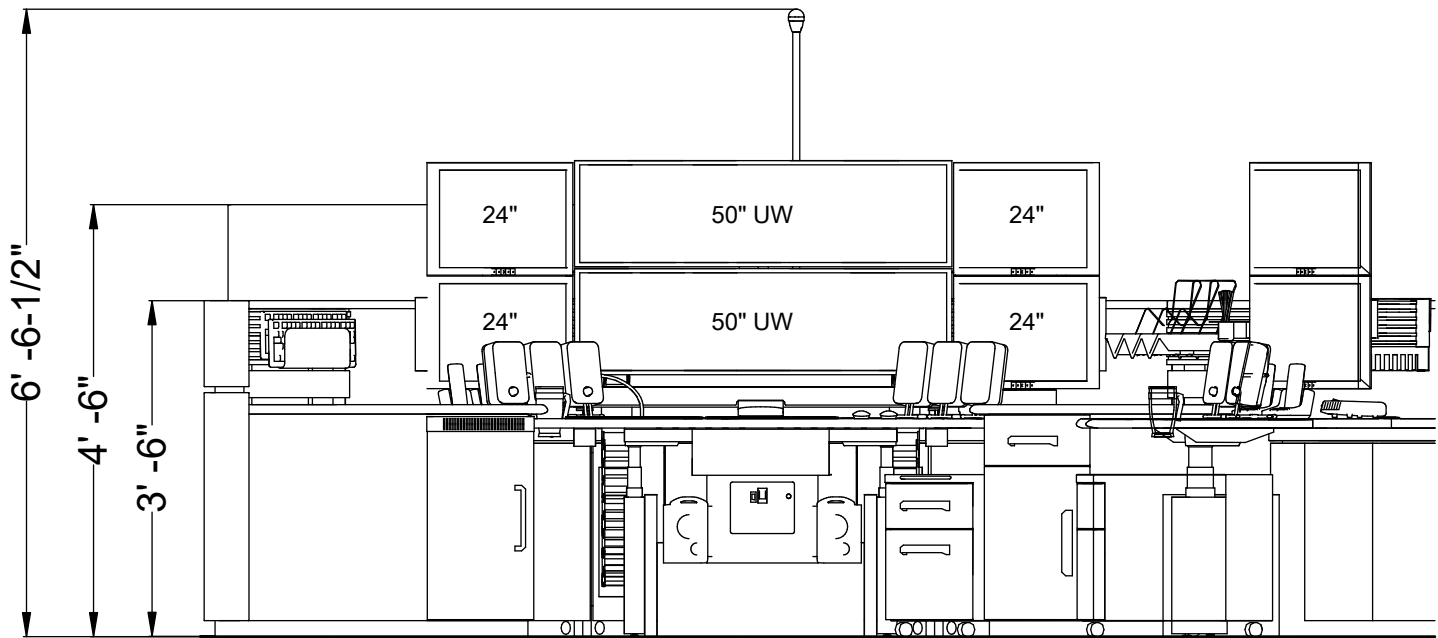
SLATWALL KEYBOARD HOLDER

IN-SURFACE CUP HOLDER, LOCATION
DETERMINED IN THE FIELD

18" W TECHNOLOGY STORAGE
PEDESTAL W/ FIXED SHELF



- 4 - COLOR DOME STATUS INDICATOR LIGHT
- ARRAY SLATWALL MOUNTED MONITOR MOUNTS
- SLATWALL MONITOR ARRAY W/ 11" ELECTRIC HEIGHT ADJUSTMENT & 8" MANUAL FOCAL DEPTH ADJUSTMENT
- PENCIL CUP
- SLATWALL PAPER FLOW MANAGER
- ABOVE SURFACE AMBIENT LIGHT (BLUE)
- PERSONAL COMFORT SYSTEM (PCS) W/ DESKTOP FANS AND FORCED AIR HEATERS UNDER SURFACE
- HIGH PRESSURE LAMINATE WORK SURFACE W/ COMFORT EDGE
- ADA SWITCH
- 18" W BOX/CLOSED PEDESTAL
- FOOTWELL LIGHT (BLUE)
- BOX/FILE MOBILE PEDESTAL



- CONSOLE DASHBOARD WITH:
- GOOSENECK TASK LIGHT W/ DIMMER
 - 1 - USB-A & 1 - USB-C CHARGING PORTS
 - 2 - USB-A DATA PORTS
 - CONSOLE CONTROLS
 - PCS CONTROLS
 - AMBIENT LIGHT DIMMER



8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:

ROANOKE POLICE & FIRE

PROJECT ADDRESS:

609 DALLAS DRIVE

ROANOKE TX 76262

PROJECT

PROJECT NAME:

ROANOKE POLICE & MUNICIPAL

PROJECT INITIATION DATE:

5/6/2024

CONSOLE TYPE:

FLEX

NUMBER OF POSITIONS:

8

SCALE:

1/2" = 1'-0"

SALES EXECUTIVE

JUSTIN KIRKWOOD

DESIGNER

JEREMY NIXON

SHEET INDEX

NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
7	ELEVATION B
8	ELEVATION C
9	ELEVATION D
10	ELEVATION E
11	EQUIPMENT FIT
12	RENDERING 1
13	RENDERING 2
14	CORING PLAN
15	
16	

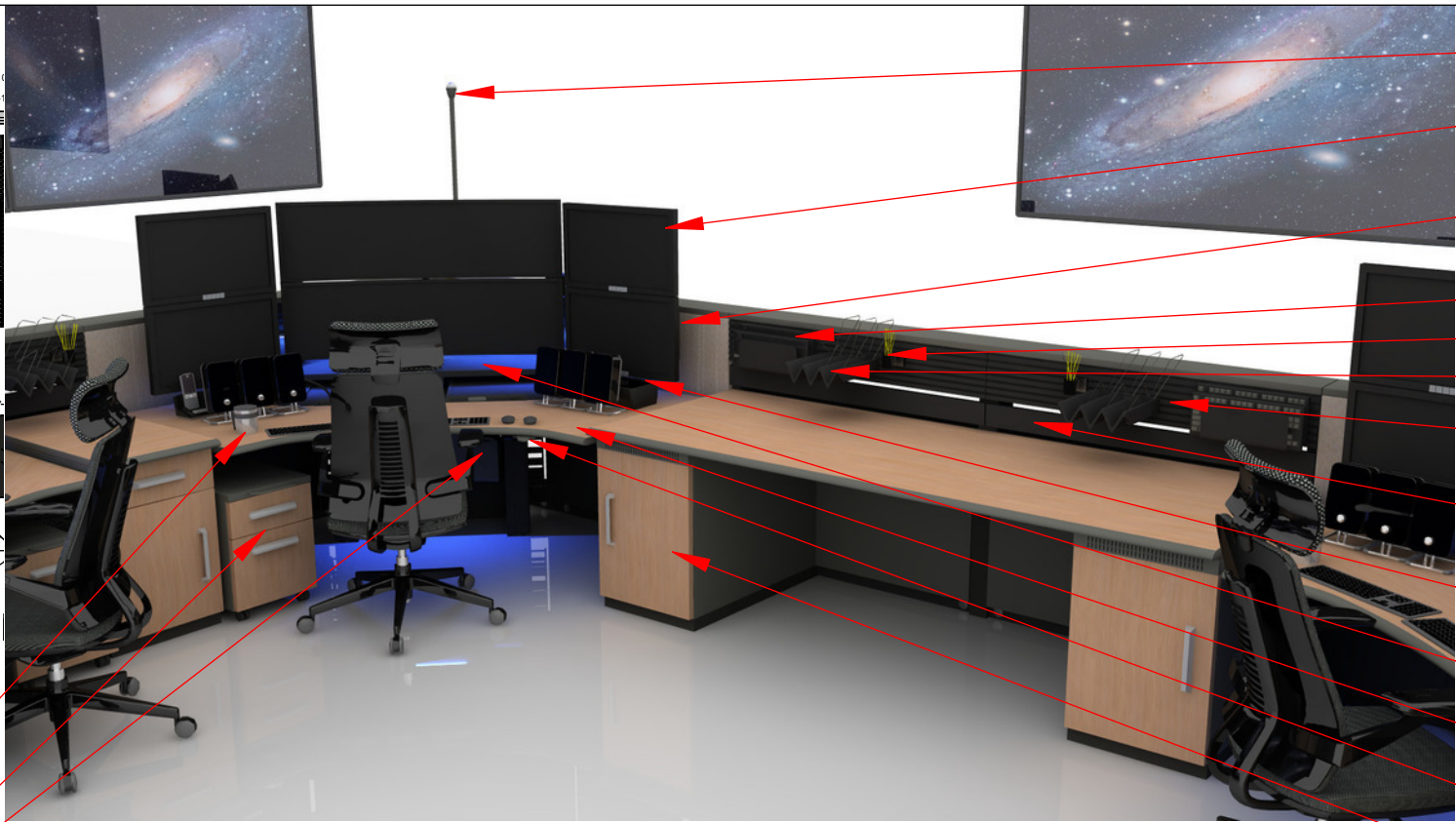
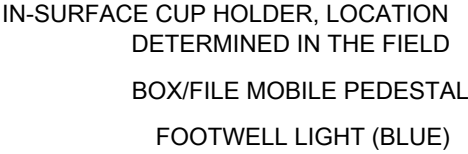
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E	07/25/24	UPDT TO SW ACC'S, ADD DOME	JN
F	07/30/24	ADDED CONCEPT SEATING TO	JN
G	09/03/24	UPDT FINISH SCHEME	JN
H	09/19/24	CHG FIN TO VERANDA TEAK,	JN
J	10/03/24	CHG FIN TO UPTOWN WALNUT,	JN
J	10/03/24	ADD CORING PLAN	JN
K	10/25/24	ADD CALLOUTS	JG

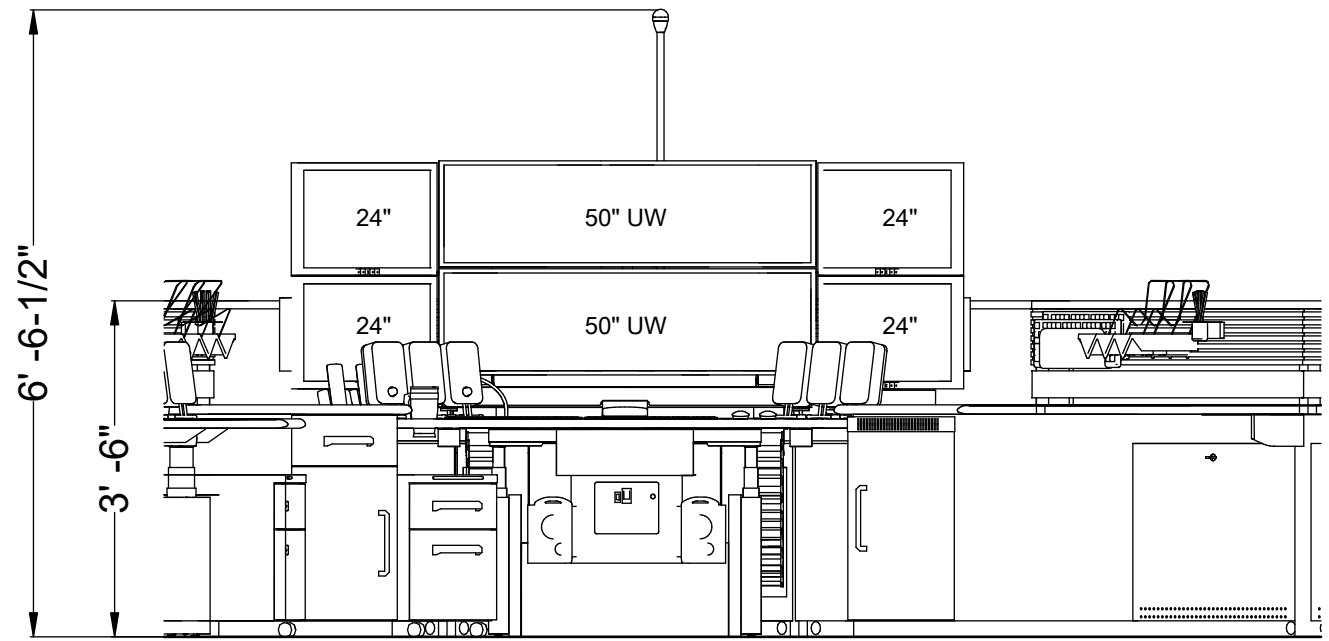
SHEET DESCRIPTION
ELEVATION A

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	6 / 17

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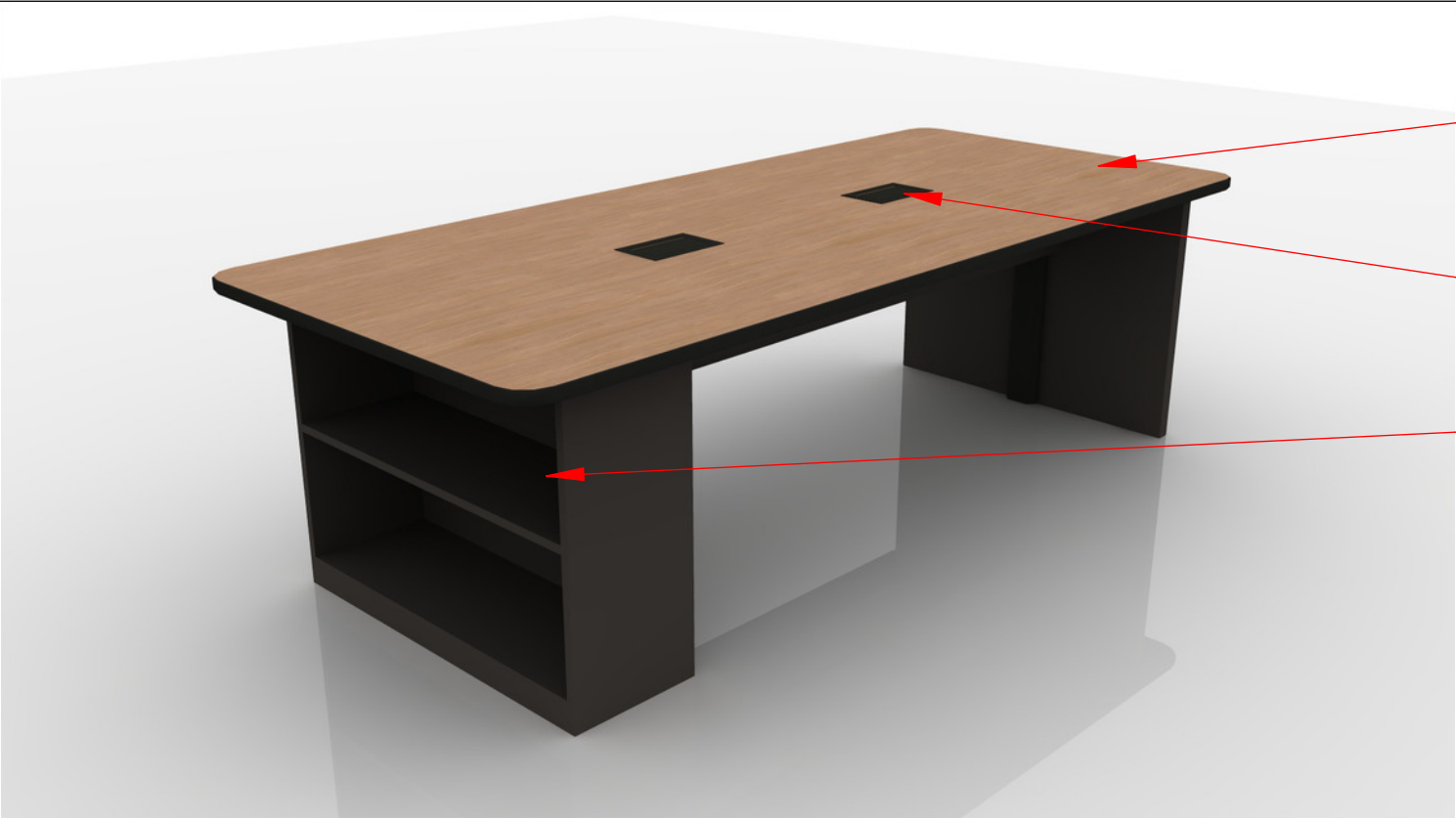
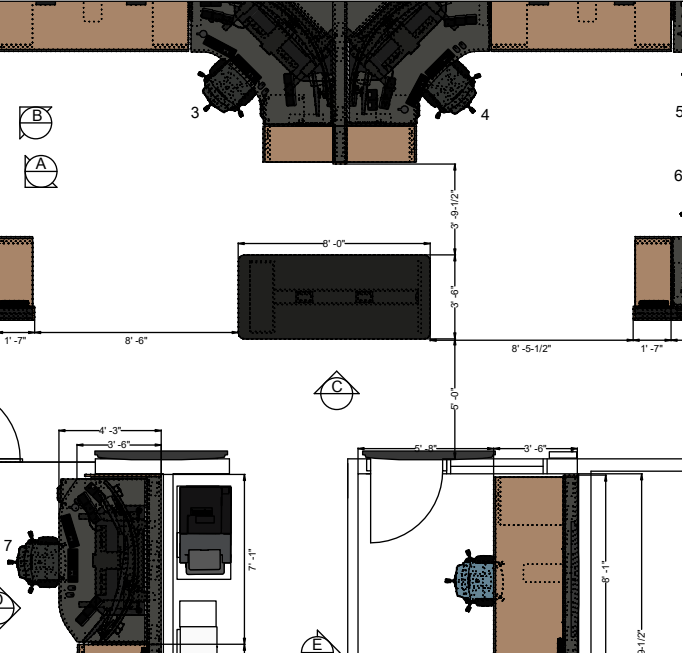


- 4 - COLOR DOME STATUS INDICATOR LIGHT
- ARRAY SLATWALL MOUNTED MONITOR MOUNTS
- SLATWALL MONITOR ARRAY W/ 11" ELECTRIC HEIGHT ADJUSTMENT & 8" MANUAL FOCAL DEPTH ADJUSTMENT
- SLATWALL KEYBOARD HOLDER
- PENCIL CUP
- SLATWALL PAPER FLOW MANAGER
- SLATWALL FOR MOUNTING MONITOR ARMS & ACCESSORIES
- FULL WIDTH QUICK RELEASE CABLE MANAGEMENT FLIPPER DOOR
- PERSONAL COMFORT SYSTEM (PCS) W/ DESKTOP FANS AND FORCED AIR HEATERS UNDER SURFACE
- ABOVE SURFACE AMBIENT LIGHT (BLUE)
- HIGH PRESSURE LAMINATE WORK SURFACE W/ COMFORT EDGE
- ADA SWITCH
- 18" W TECHNOLOGY STORAGE PEDESTAL W/ FIXED SHELF



CONSOLE DASHBOARD WITH:

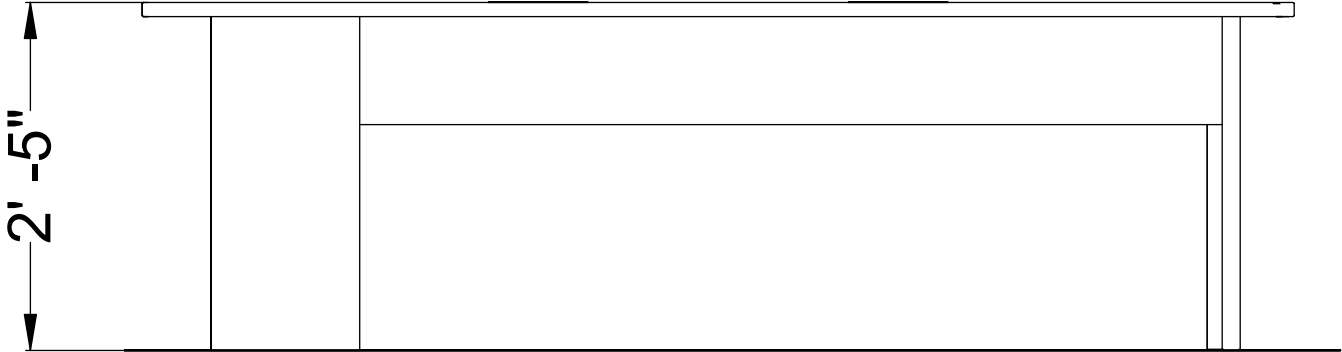
- GOOSENECK TASK LIGHT W/ DIMMER
- 1 - USB-A & 1 - USB-C CHARGING PORTS
- 2 - USB-A DATA PORTS
- CONSOLE CONTROLS
- PCS CONTROLS
- AMBIENT LIGHT DIMMER



DEFINE TEAM TABLE, 29"H

POWER MODULE W/ 2 - 110v OUTLETS
& 2 - DATA PORTS

OPEN STORAGE SUPPORT





8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:

ROANOKE POLICE & FIRE

PROJECT ADDRESS:

609 DALLAS DRIVE

ROANOKE TX 76262

PROJECT

PROJECT NAME:

ROANOKE POLICE & MUNICIPAL

PROJECT INITIATION DATE:

5/6/2024

CONSOLE TYPE:

FLEX

NUMBER OF POSITIONS:

8

SCALE:

3/4" = 1'-0"

SALES EXECUTIVE

JUSTIN KIRKWOOD

DESIGNER

JEREMY NIXON

SHEET INDEX

NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
7	ELEVATION B
8	ELEVATION C
9	ELEVATION D
10	ELEVATION E
11	EQUIPMENT FIT
12	RENDERING 1
13	RENDERING 2
14	CORING PLAN
15	
16	

REVISIONS

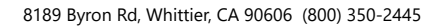
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F	07/30/24	ADDED CONCEPT SEATING TO	JN
G	09/03/24	UPDT FINISH SCHEME	JN
H	09/19/24	CHG FIN TO VERANDA TEAK,	JN
J	10/03/24	CHG FIN TO UPTOWN WALNUT,	JN
J	10/03/24	ADD CORING PLAN	JN
K	10/25/24	ADD CALLOUTS	JG

SHEET DESCRIPTION

ELEVATION C

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	8 / 17

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CUSTOMER

CUSTOMER:

ROANOKE POLICE & FIRE

PROJECT ADDRESS:

609 DALLAS DRIVE

ROANOKE

TX

76262

PROJECT

PROJECT NAME:

ROANOKE POLICE & MUNICIPAL

PROJECT INITIATION DATE:

5/6/2024

CONSOLE TYPE:

FLEX

NUMBER OF POSITIONS:

8

SCALE:

$$1/2'' = 1'-0''$$

SALES EXECUTIVE

JUSTIN KIRKWOOD

DESIGNER

JEREMY NIXON

SHEET INDEX

NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
7	ELEVATION B
8	ELEVATION C
9	ELEVATION D
10	ELEVATION E
11	EQUIPMENT FIT
12	RENDERING 1
13	RENDERING 2
14	CORING PLAN
15	
16	

REVISIONS

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F	07/30/24	ADDED CONCEPT SEATING TO
G	09/03/24	UPDT FINISH SCHEME
H	09/19/24	CHG FIN TO VERANDA TEAK,
J	10/03/24	CHG FIN TO UPTOWN WALNUT,
J	10/03/24	ADD CORING PLAN
K	10/25/24	ADD CALLOUTS

SHEET DESCRIPTION
ELEVATION D

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	9 1

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ARRAY SLATWALL MOUNTED MONITOR MOUNTS

SLATWALL MONITOR ARRAY W/
11" ELECTRIC HEIGHT ADJUSTMENT
& 8" MANUAL FOCAL DEPTH ADJUSTMENT

PENCIL CUP

SLATWALL KEYBOARD HOLDER

SLATWALL PAPER FLOW MANAGER

ABOVE SURFACE AMBIENT LIGHT (BLUE)

PERSONAL COMFORT SYSTEM (PCS)
W/ DESKTOP FANS AND
FORCED AIR HEATERS UNDER SURFACE

HIGH PRESSURE LAMINATE WORK
SURFACE W/ COMFORT EDGE

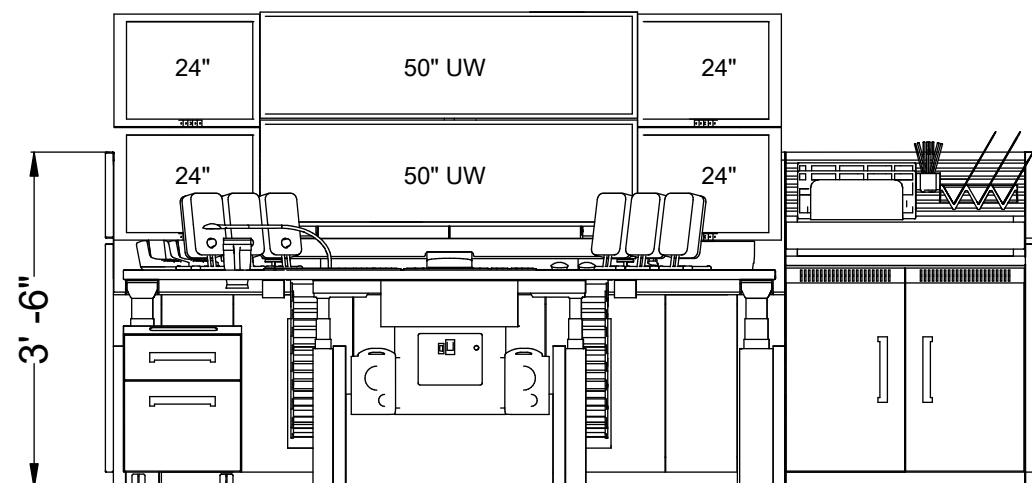
ADA SWITCH

30" W TECHNOLOGY STORAGE
PEDESTAL W/ FIXED SHELF

FOOTWELL LIGHT (BLUE)

IN-SURFACE CUP HOLDER, LOCATION
DETERMINED IN THE FIELD

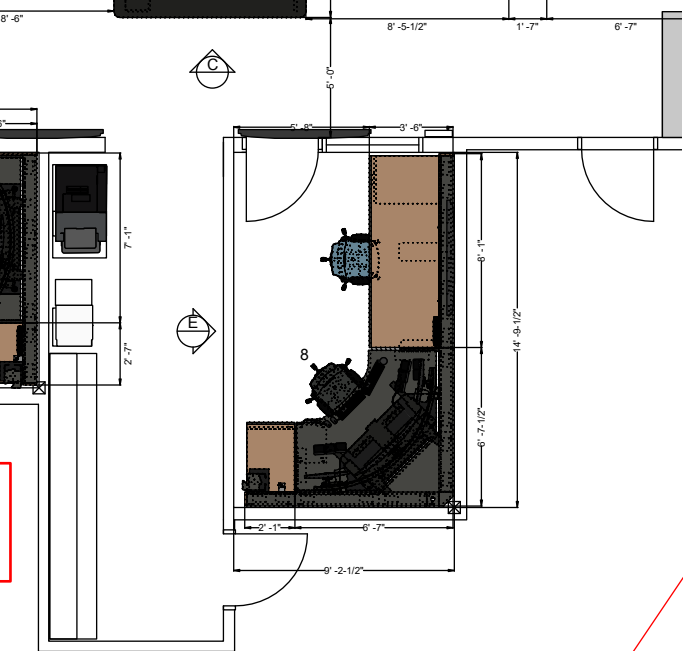
BOX/FILE MOBILE PEDESTAL



CONSOLE DASHBOARD WITH:

- GOOSENECK TASK LIGHT W/ DIMMER
- 1 - USB-A & 1 - USB-C CHARGING PORTS
- 2 - USB-A DATA PORTS
- CONSOLE CONTROLS
- PCS CONTROLS
- AMBIENT LIGHT DIMMER

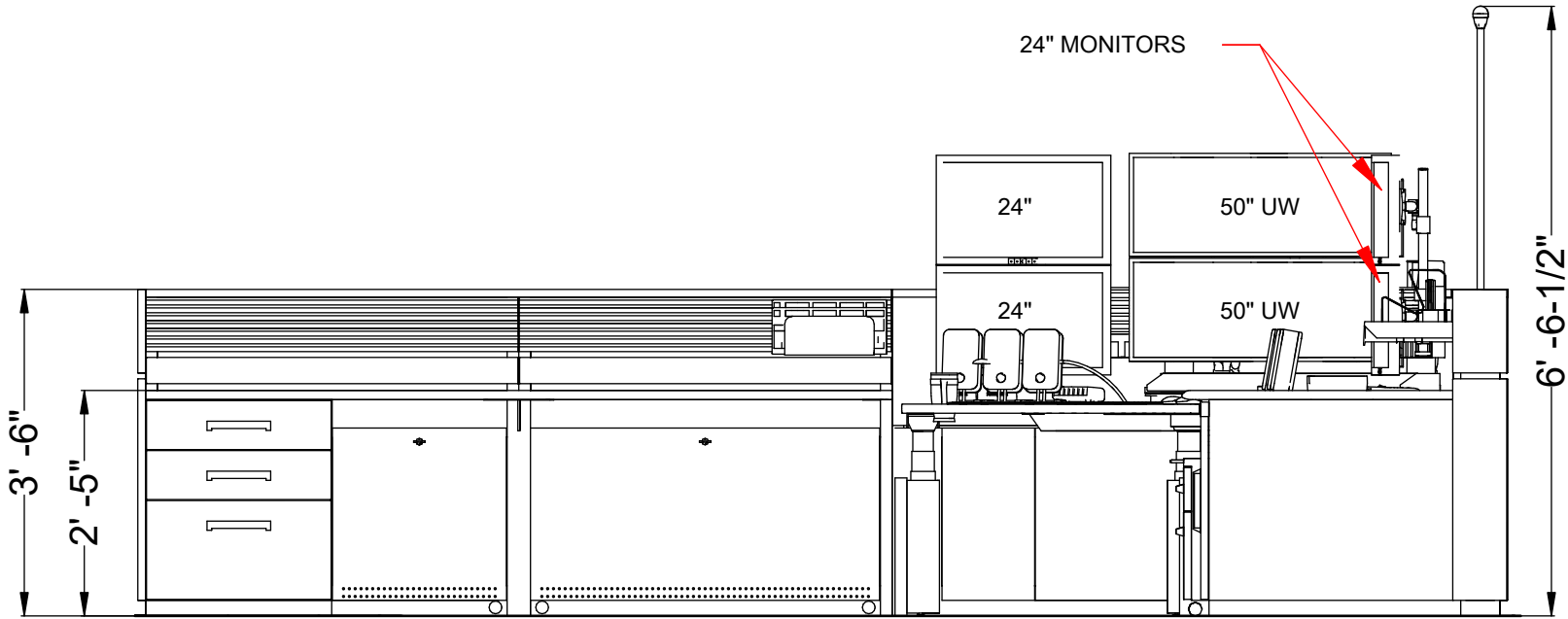
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- SLATWALL FOR MOUNTING MONITOR ARMS & ACCESSORIES
- FULL WIDTH QUICK RELEASE CABLE MANAGEMENT FLIPPER DOOR
- SLATWALL KEYBOARD HOLDER
- 24" W BOX/BOX/FILE PEDESTAL



- 4 - COLOR DOME STATUS INDICATOR LIGHT
- ARRAY SLATWALL MOUNTED MONITOR MOUNTS
- SLATWALL MONITOR ARRAY W/ 11" ELECTRIC HEIGHT ADJUSTMENT & 8" MANUAL FOCAL DEPTH ADJUSTMENT
- ABOVE SURFACE AMBIENT LIGHT (BLUE)
- PENCIL CUP
- SLATWALL PAPER FLOW MANAGER
- PERSONAL COMFORT SYSTEM (PCS) W/ DESKTOP FANS AND FORCED AIR HEATERS UNDER SURFACE
- HIGH PRESSURE LAMINATE WORK SURFACE W/ COMFORT EDGE
- ADA SWITCH
- FOOTWELL LIGHT (BLUE)
- 18" W TECHNOLOGY STORAGE PEDESTAL W/ FIXED SHELF
- BOX/FILE MOBILE PEDESTAL
- IN-SURFACE CUP HOLDER, LOCATION DETERMINED IN THE FIELD



- CONSOLE DASHBOARD WITH:
- GOOSENECK TASK LIGHT W/ DIMMER
 - 1 - USB-A & 1 - USB-C CHARGING PORTS
 - 2 - USB-A DATA PORTS
 - CONSOLE CONTROLS
 - PCS CONTROLS
 - AMBIENT LIGHT DIMMER



8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:

ROANOKE POLICE & FIRE

PROJECT ADDRESS:

609 DALLAS DRIVE

ROANOKE TX 76262

PROJECT

PROJECT NAME:

ROANOKE POLICE & MUNICIPAL

PROJECT INITIATION DATE:

5/6/2024

CONSOLE TYPE:

FLEX

NUMBER OF POSITIONS:

8

SCALE:

1/2" = 1'-0"

SALES EXECUTIVE

JUSTIN KIRKWOOD

DESIGNER

JEREMY NIXON

SHEET INDEX

NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
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16	

REVISIONS

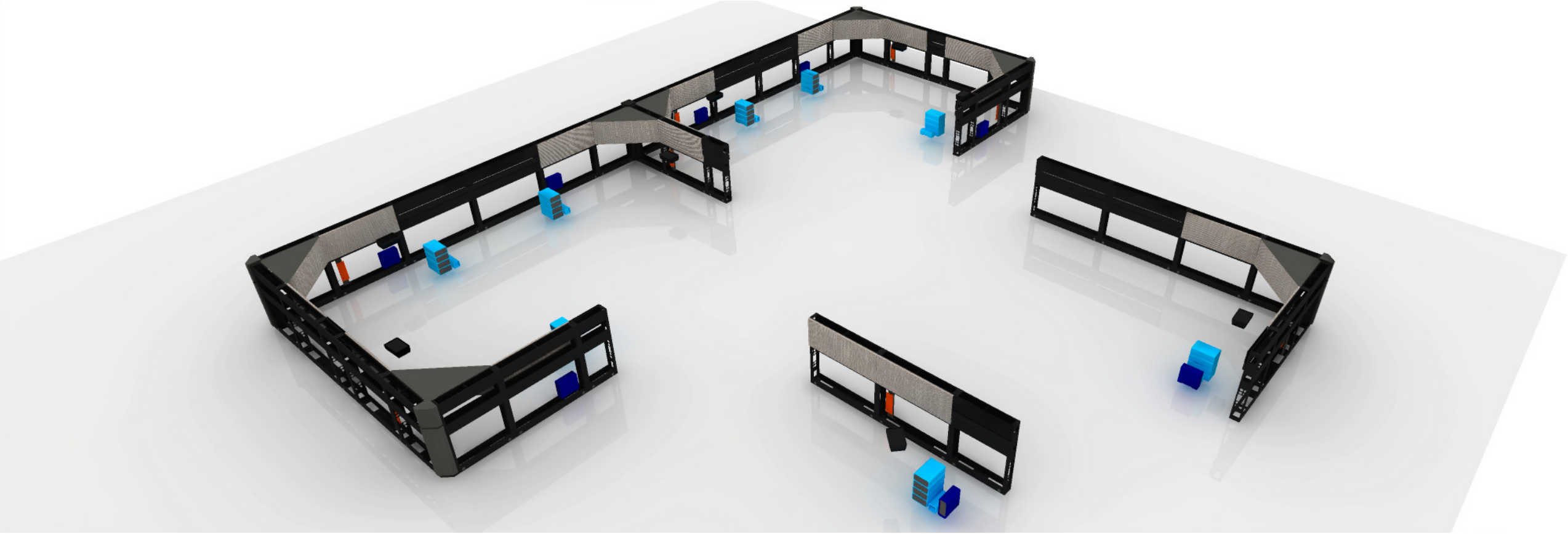
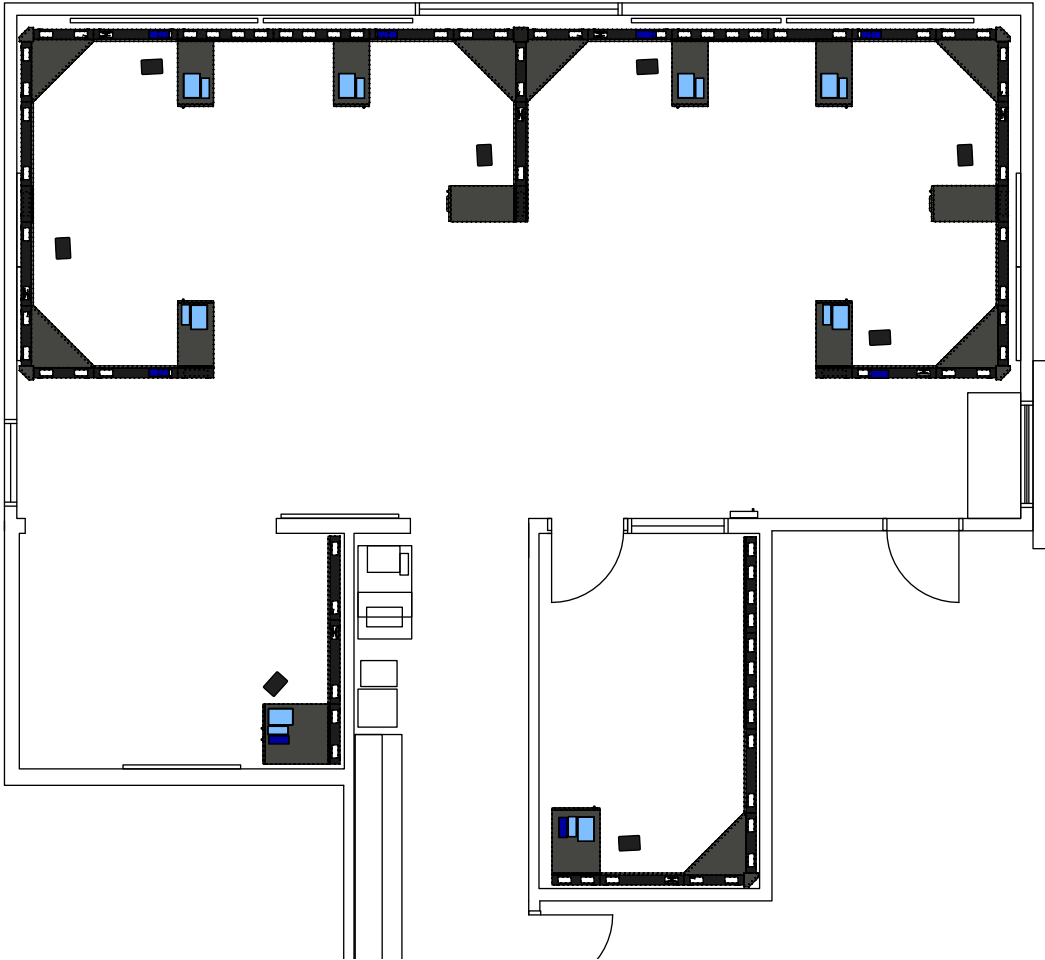
REV	DATE	DESCRIPTION	BY
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K	10/25/24	ADD CALLOUTS	JG

SHEET DESCRIPTION
ELEVATION E

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	10 / 17

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EQUIP.	DESCRIPTION
	PHONE - BB8 10H x 4W x 10D
	RADIO - R2D2 4H x 4W x 10D
	RADIO C3PO - QTY 4/CNSL 8H x 9W x 12D
	UNIT SITS ON DESKTOP 4H x 12W x 12D



 8189 Byron Rd, Whittier, CA 90606 (800) 350-2445			
CUSTOMER			
CUSTOMER: ROANOKE POLICE & FIRE			
PROJECT ADDRESS: 609 DALLAS DRIVE ROANOKE TX 76262			
PROJECT			
PROJECT NAME: ROANOKE POLICE & MUNICIPAL			
PROJECT INITIATION DATE: 5/6/2024			
CONSOLE TYPE: FLEX		NUMBER OF POSITIONS: 8	
SCALE: 1/2" = 1'-0"			
SALES EXECUTIVE JUSTIN KIRKWOOD			
DESIGNER JEREMY NIXON			
SHEET INDEX			
NO.			
2	3D VIEW 1		
3	3D VIEW 2		
4	3D VIEW 3		
5	PLAN VIEW		
6	ELEVATION A		
7	ELEVATION B		
8	ELEVATION C		
9	ELEVATION D		
10	ELEVATION E		
11	EQUIPMENT FIT		
12	RENDERING 1		
13	RENDERING 2		
14	CORING PLAN		
15			
16			
REVISIONS			
REV	DATE	DESCRIPTION	BY
A	05/07/24	2D & 3D PRELIMINARY	JN
B	05/09/24	UPDT TO RM ELEMENTS	JN
C	06/26/24	UPDT TO STG, TCs & SUP AREA	JN
D	07/02/24	UPDT TO SUP RM & TRN EXT STG	JN
E	07/25/24	UPDT TO SW ACC'S, ADD DOME	JN
F	07/30/24	ADDED CONCEPT SEATING TO	JN
G	09/03/24	UPDT FINISH SCHEME	JN
H	09/19/24	CHG FIN TO VERANDA TEAK,	JN
J	10/03/24	CHG FIN TO UPTOWN WALNUT,	JN
J	10/03/24	ADD CORING PLAN	JN
K	10/25/24	ADD CALLOUTS	JG
SHEET DESCRIPTION EQUIPMENT FIT			
DRAWING #		OPT.	REV. SHEET
PN-10516-01		2	K 11 17

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8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:

ROANOKE POLICE & FIRE

PROJECT ADDRESS:
609 DALLAS DRIVE
ROANOKE TX 76262

PROJECT

PROJECT NAME:

ROANOKE POLICE & MUNICIPAL

PROJECT INITIATION DATE:
5/6/2024

CONSOLE TYPE:
FLEX

NUMBER OF POSITIONS:
8

SCALE:
NTS

SALES EXECUTIVE
JUSTIN KIRKWOOD

DESIGNER
JEREMY NIXON

SHEET INDEX

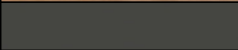
NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
7	ELEVATION B
8	ELEVATION C
9	ELEVATION D
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12	RENDERING 1
13	RENDERING 2
14	CORING PLAN
15	
16	

REVISIONS

REV	DATE	DESCRIPTION	BY
A	05/07/24	2D & 3D PRELIMINARY	JN
B	05/09/24	UPDT TO RM ELEMENTS	JN
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J	10/03/24	CHG FIN TO UPTOWN WALNUT,	JN
J	10/03/24	ADD CORING PLAN	JN
K	10/25/24	ADD CALLOUTS	JG

SHEET DESCRIPTION
RENDERING 1

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	12 / 17

COLOR SCHEME:		
FABRIC:	WOODLAND	
LAMINATE:	UPTOWN WALNUT	
POWDER COAT:	CHARCOAL	

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COLOR SCHEME:		
FABRIC:	WOODLAND	
LAMINATE:	UPTOWN WALNUT	
POWDER COAT:	CHARCOAL	

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8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:

ROANOKE POLICE & FIRE

PROJECT ADDRESS:

609 DALLAS DRIVE

ROANOKE TX 76262

PROJECT

PROJECT NAME:

ROANOKE POLICE & MUNICIPAL

PROJECT INITIATION DATE:

5/6/2024

CONSOLE TYPE:

FLEX

NUMBER OF POSITIONS:

8

SCALE:

NTS

SALES EXECUTIVE
JUSTIN KIRKWOOD

DESIGNER
JEREMY NIXON

SHEET INDEX

NO.	
2	3D VIEW 1
3	3D VIEW 2
4	3D VIEW 3
5	PLAN VIEW
6	ELEVATION A
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8	ELEVATION C
9	ELEVATION D
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13	RENDERING 2
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15	
16	

REVISIONS

REV	DATE	DESCRIPTION	BY
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J	10/03/24	CHG FIN TO UPTOWN WALNUT,	JN
J	10/03/24	ADD CORING PLAN	JN
K	10/25/24	ADD CALLOUTS	JG

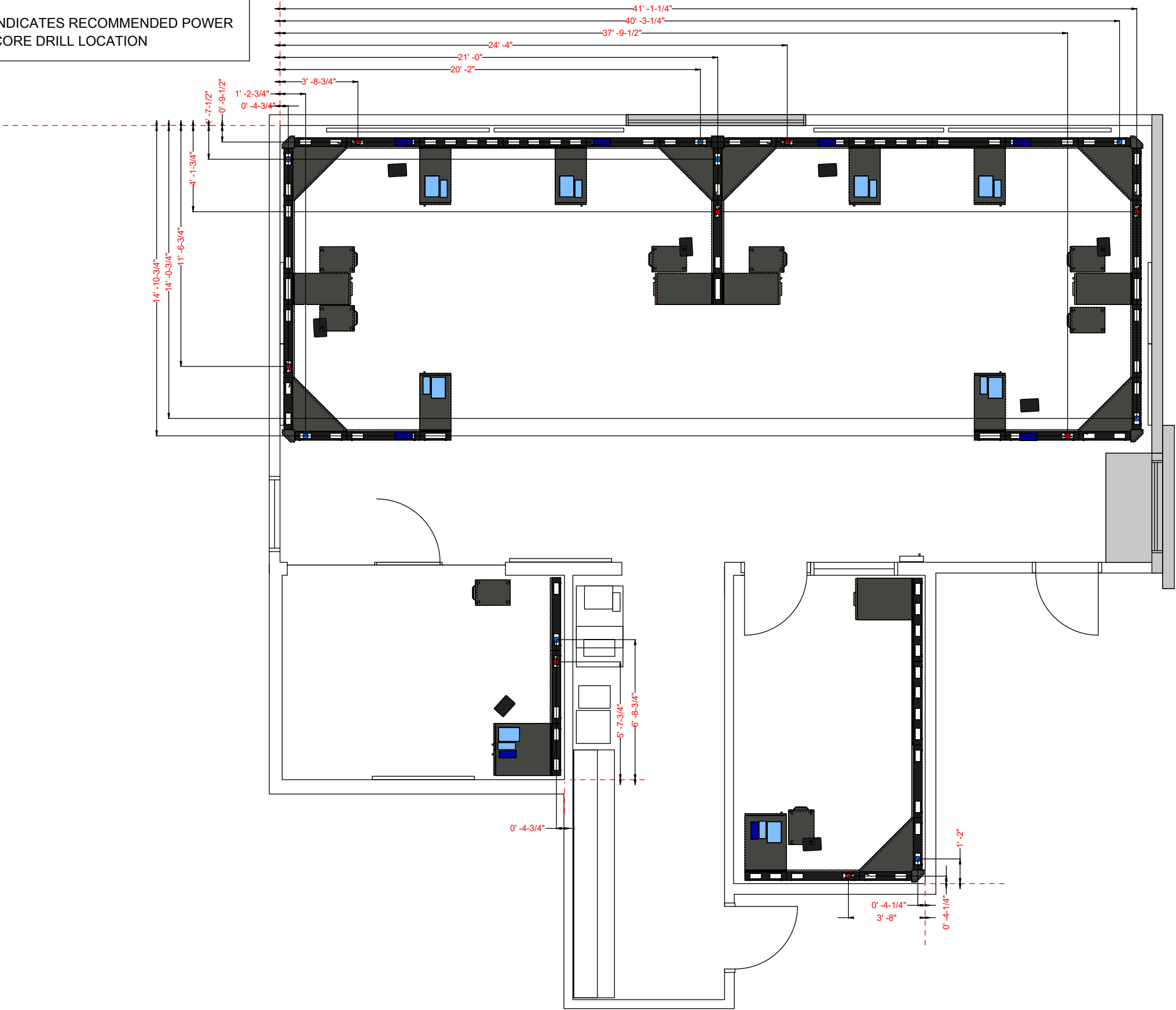
SHEET DESCRIPTION
RENDERING 2

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	13 / 17

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- INDICATES RECOMMENDED DATA
CORE DRILL LOCATION

● INDICATES RECOMMENDED POWER
CORE DRILL LOCATION



rus

bassett

8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:

ROANOKE POLICE & FIRE

PROJECT ADDRESS:

609 DALLAS DRIVE

ROANOKETX76262

PROJECT

PROJECT NAME:

ROANOKE POLICE & MUNICIPAL

PROJECT INITIATION DATE:

5/6/2024

CONSOLE TYPE:

FLEX

NUMBER OF POSITIONS:

8

SCALE:

1/2" = 1'-0"

SALES EXECUTIVE

JUSTIN KIRKWOOD

DESIGNER

JEREMY NIXON

SHEET INDEX

NO.	
2	3D VIEW 1
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REV	DATE	DESCRIPTION	BY
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K	10/25/24	ADD CALLOUTS	JG

SHEET DESCRIPTION

CORING PLAN

DRAWING #	OPT.	REV.	SHEET
PN-10516-01	2	K	14 17

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QUOTATION - HGACBuy

Project: ROANOKE POLICE & MUNICIPAL COURT



#	Qty	Part Number	Description	Sell	Ext. Sell
Item 1. Consoles					
1	6	DAC-CUPHOLDR-IS	Cup Holder, In-Surface	\$57.50	\$345.00
2	1	DAC-HOLE-SAW-300	Hole Saw, 3" (For In-Surface Cup Holder - Recommend one saw per ten cup holders)	\$57.50	\$57.50
3	6	FSA-CS-72	Flex Sit-Stand, 90Deg Corner, 72W, Single Lift, Adj. Array	\$5,332.55	\$31,995.30
4	4	FSW-07-1842-SWN-EMT	Flex Wall, 07D, 18L x 42H, Slatwall Side A, Empty Side B	\$424.93	\$1,699.70
5	1	FSW-07-1842-SWN-SWN	Flex Wall, 07D, 18L x 42H, Slatwall Side A, Slatwall Side B	\$597.43	\$597.43
6	11	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$280.03	\$3,080.28
7	10	FSW-07-4242-SSF-EMT	Flex Wall, 07D, 42L x 42H, Sit-Stand Fabric Side A, Empty Side B	\$500.83	\$5,008.25
8	1	FSW-07-4242-SSF-SSF	Flex Wall, 07D, 42L x 42H, Sit-Stand Fabric Side A, Sit-Stand Fabric Side B	\$694.03	\$694.03
9	1	FSW-07-4242-SWN-EMT	Flex Wall, 07D, 42L x 42H, Slatwall Side A, Empty Side B	\$480.13	\$480.13
10	3	FSW-07-4842-SWN-EMT	Flex Wall, 07D, 48L x 42H, Slatwall Side A, Empty Side B	\$493.93	\$1,481.78
11	2	FBP-1842-SPS	Flex Back Panel, 18W x 42H, Solid, Powder, Square	\$217.35	\$434.70
12	2	FBP-3042-SPS	Flex Back Panel, 30W x 42H, Solid, Powder, Square	\$231.15	\$462.30
13	2	FBP-4242-SPS	Flex Back Panel, 42W x 42H, Solid, Powder, Square	\$244.95	\$489.90
14	5	FTC-0706-SL-S	Flex Top Cap, 7D x 6W, Status Indicator Light Pole Receiver, Square	\$207.58	\$1,037.88
15	3	FTC-0718-S-S	Flex Top Cap, 7D x 18W, Solid, Square	\$131.68	\$395.03
16	5	FTC-0766-S-S	Flex Top Cap, 7D x 66W, Solid, Square	\$187.45	\$937.25
17	4	FTC-0772-S-S	Flex Top Cap, 7D x 72W, Solid, Square	\$194.35	\$777.40
18	2	FTC-0790-GC-BL-S	Flex Top Cap, 7D x 90W, Clear Glass W/ Blue Light, Square	\$1,451.88	\$2,903.75
19	1	FTC-0790-S-S	Flex Top Cap, 7D x 90W, Solid, Square	\$215.05	\$215.05
20	1	FTC-0796-S-S	Flex Top Cap, 7D x 96W, Solid, Square	\$221.95	\$221.95
21	6	FCF-42-T-SSF	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Fabric	\$690.58	\$4,143.45
22	6	FWS-FRE-3618-W	Work Surface, Rectangle, 36D x 18L, Comfort	\$453.68	\$2,722.05
23	1	FWS-FRE-3690-W	Work Surface, Rectangle, 36D x 90L, Comfort	\$1,048.23	\$1,048.23
24	1	FWS-FRE-3696-W	Work Surface, Rectangle, 36D x 96L, Comfort	\$1,097.68	\$1,097.68
25	6	FWS-SCA-3672-N-W	Work Surface, 90Deg Corner Sit-Stand, Single Lift Array, 36D x 72L	\$1,088.48	\$6,530.85
26	6	FPM-2015-BF-L-N	Flex Mobile Pedestal, 20D x 15W, Box/File, Lam, No Lock	\$363.40	\$2,180.40
27	2	FPP-3618-BCL-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Closed, Left Swing, Lam Faces, No Lk	\$438.73	\$877.45
28	2	FPP-3618-BCR-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Closed, Right Swing, Lam Faces, No Lk	\$438.73	\$877.45
29	3	FPT-361828-LD-L-N-F	Flex Technology Pedestal, 36D x 18W x 28H, Left Swing, No Lock, Fixed Shelf	\$461.15	\$1,383.45
30	3	FPT-361828-RD-L-N-F	Flex Technology Pedestal, 36D x 18W x 28H, Right Swing, No Lock, Fixed Shelf	\$461.15	\$1,383.45
31	4	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	\$317.98	\$1,271.90
32	1	FCC-07T-9042-EPS	Flex Corner Connector, 7D, 90° T-Type, 42H, Exterior, Powder, Square	\$317.40	\$317.40
33	2	FSG-36-S	Flex Support Gusset, Shared, 36D	\$223.68	\$447.35
34	3	FEC-FH-0742-L	Flex End Cap, Fixed Height, 7" Wall, 42"H, Lam	\$276.00	\$828.00
35	1	FAP-225	Flex Inside Access Panel, One Support, 22.5"W	\$124.78	\$124.78
36	3	FAP-285	Flex Inside Access Panel, One Support, 28.5"W	\$138.58	\$415.73
37	6	WAC-SLD-36	Pole Mount Situation Awareness Light, Dome, 36"H Pole	\$345.58	\$2,073.45
38	6	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$55.78	\$334.65
39	6	DAC-AMB-SW-12	Ambient Light, Slatwall, 12", Blue	\$104.08	\$624.45
40	6	DAC-AMB-SW-72	Ambient Light, Slatwall, 72", Blue	\$276.00	\$1,656.00
41	18	DAC-DASH-BLANK	Dash Plate, Blank	\$31.63	\$569.25
42	6	DAC-DASH-CHRG-AC	Dash Plate, Device Charging, USB A-C	\$163.88	\$983.25
43	6	DAC-DASH-DIMMER	Dash Plate, Ambient Dimmer	\$94.88	\$569.25
44	6	DAC-DASH-LIGHT	Dash Plate, Gooseneck Light	\$204.70	\$1,228.20
45	6	DAC-DASH-USB-X2	Dash Plate, 2 USB Keystones W/ Cables	\$116.73	\$700.35
46	5	DAC-DTC-ADA	Desktop Contoller, ADA	\$62.68	\$313.38
47	6	DAC-MM-11-SW-PM-HD	Monitor Mount, 1-Over-1, Slatwall, Pole Mount	\$661.25	\$3,967.50
48	12	DAC-MM-11-SW-PM	Monitor Mount, 1-Over-1, Slatwall, Pole Mount, Ext	\$586.50	\$7,038.00
49	6	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air, Array Console	\$1,500.18	\$9,001.05
50	6	DAC-SW-DBL-KBTACO	Double Slatwall Keyboard Holder	\$114.43	\$686.55
51	10	DAC-SW-MICROPC	Slatwall Micro PC Mount	\$138.00	\$1,380.00
52	6	DAC-SW-PAPER	Slatwall Paper Flow Mgr.	\$104.08	\$624.45
53	6	DAC-SW-PENCIL	Slatwall Pencil Cup	\$38.53	\$231.15
54	6	WAC-BOND-KIT-R56	Flex Console Bonding Kit, R56	\$518.08	\$3,108.45
55	6	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	\$173.08	\$1,038.45
Total Item 1. Consoles					\$115,092.00

Item 2. Supervisor

#	Qty	Part Number	Description	Sell	Ext. Sell
56	1	DAC-CUPHOLDER-IS	Cup Holder, In-Surface	\$57.50	\$57.50
57	1	FSA-LS-84	Flex Sit-Stand, Linear, 84W, Single Lift, Adj. Array	\$4,981.80	\$4,981.80
58	1	FSW-07-3042-SWN-EMT	Flex Wall, 07D, 30L x 42H, Slatwall Side A, Empty Side B	\$452.53	\$452.53
59	2	FSW-07-4242-SSF-EMT	Flex Wall, 07D, 42L x 42H, Sit-Stand Fabric Side A, Empty Side B	\$500.83	\$1,001.65
60	1	FTC-0730-S-S	Flex Top Cap, 7D x 30W, Solid, Square	\$145.48	\$145.48
61	1	FTC-0784-S-S	Flex Top Cap, 7D x 84W, Solid, Square	\$208.15	\$208.15
62	1	FWS-FRE-3630-W	Work Surface, Rectangle, 36D x 30L, Comfort	\$552.58	\$552.58
63	1	FWS-SLA-3684-N-W	Work Surface, Linear Sit-Stand, Single Lift Array, 36D x 84L	\$1,088.48	\$1,088.48
64	1	FPM-2015-BF-L-N	Flex Mobile Pedestal, 20D x 15W, Box/File, Lam, No Lock	\$363.40	\$363.40
65	1	FPT-363028-PD-L-N-F	Flex Technology Pedestal, 36D x 30W x 28H, Pair of Doors, No Lock, Fixed Shelf	\$637.10	\$637.10
66	1	FEC-AAL-0742-L-L	Flex Left End Cap, Linear Array Sit-Stand, 7" Wall, 42"H, Lam	\$446.20	\$446.20
67	1	FEC-FH-0742-L	Flex End Cap, Fixed Height, 7" Wall, 42"H, Lam	\$276.00	\$276.00
68	1	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$55.78	\$55.78
69	1	DAC-AMB-SW-12	Ambient Light, Slatwall, 12", Blue	\$104.08	\$104.08
70	1	DAC-AMB-SW-72	Ambient Light, Slatwall, 72", Blue	\$276.00	\$276.00
71	3	DAC-DASH-BLANK	Dash Plate, Blank	\$31.63	\$94.88
72	1	DAC-DASH-CHRG-AC	Dash Plate, Device Charging, USB A-C	\$163.88	\$163.88
73	1	DAC-DASH-DIMMER	Dash Plate, Ambient Dimmer	\$94.88	\$94.88
74	1	DAC-DASH-LIGHT	Dash Plate, Gooseneck Light	\$204.70	\$204.70
75	1	DAC-DASH-USB-X2	Dash Plate, 2 USB Keystones W/ Cables	\$116.73	\$116.73
76	1	DAC-DTC-ADA	Desktop Contoller, ADA	\$62.68	\$62.68
77	1	DAC-MM-11-SW-PM-HD	Monitor Mount, 1-Over-1, Slatwall, Pole Mount	\$661.25	\$661.25
78	2	DAC-MM-11-SW-PM	Monitor Mount, 1-Over-1, Slatwall, Pole Mount, Ext	\$586.50	\$1,173.00
79	1	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air, Array Console	\$1,500.18	\$1,500.18
80	1	DAC-SW-DBL-KBTACO	Double Slatwall Keyboard Holder	\$114.43	\$114.43
81	2	DAC-SW-MICROPC	Slatwall Micro PC Mount	\$138.00	\$276.00
82	1	DAC-SW-PAPER	Slatwall Paper Flow Mgr.	\$104.08	\$104.08
83	1	DAC-SW-PENCIL	Slatwall Pencil Cup	\$38.53	\$38.53
84	1	WAC-BOND-KIT-R56	Flex Console Bonding Kit, R56	\$518.08	\$518.08
Total Item 2. Supervisor					\$15,769.95

Item 3. Training

85	1	DAC-CUPHOLDER-IS	Cup Holder, In-Surface	\$57.50	\$57.50
86	1	FSA-CS-72	Flex Sit-Stand, 90Deg Corner, 72W, Single Lift, Adj. Array	\$5,332.55	\$5,332.55
87	1	FSW-07-2442-SWN-EMT	Flex Wall, 07D, 24L x 42H, Slatwall Side A, Empty Side B	\$438.73	\$438.73
88	2	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$280.03	\$560.05
89	2	FSW-07-4242-SSF-EMT	Flex Wall, 07D, 42L x 42H, Sit-Stand Fabric Side A, Empty Side B	\$500.83	\$1,001.65
90	2	FSW-07-4842-SWN-EMT	Flex Wall, 07D, 48L x 42H, Slatwall Side A, Empty Side B	\$493.93	\$987.85
91	1	FTC-0706-SL-S	Flex Top Cap, 7D x 6W, Status Indicator Light Pole Receiver, Square	\$207.58	\$207.58
92	1	FTC-0724-S-S	Flex Top Cap, 7D x 24W, Solid, Square	\$138.58	\$138.58
93	1	FTC-0766-S-S	Flex Top Cap, 7D x 66W, Solid, Square	\$187.45	\$187.45
94	1	FTC-0772-S-S	Flex Top Cap, 7D x 72W, Solid, Square	\$194.35	\$194.35
95	1	FTC-0796-S-S	Flex Top Cap, 7D x 96W, Solid, Square	\$221.95	\$221.95
96	1	FCF-42-T-SSF	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Fabric	\$690.58	\$690.58
97	1	FWS-FRE-3624-W	Work Surface, Rectangle, 36D x 24L, Comfort	\$503.13	\$503.13
98	1	FWS-FRE-3696-W	Work Surface, Rectangle, 36D x 96L, Comfort	\$1,097.68	\$1,097.68
99	1	FWS-SCA-3672-N-W	Work Surface, 90Deg Corner Sit-Stand, Single Lift Array, 36D x 72L	\$1,088.48	\$1,088.48
100	1	FPD-3624-BBF-L-N	Flex Drawer Pedestal, 36D x 24W, Box/Box/File, Laminate Faces, No Lock	\$457.13	\$457.13
101	1	FPM-2015-BF-L-N	Flex Mobile Pedestal, 20D x 15W, Box/File, Lam, No Lock	\$363.40	\$363.40
102	1	FPT-362428-RD-L-N-F	Flex Technology Pedestal, 36D x 24W x 28H, Right Swing, No Lock, Fixed Shelf	\$482.43	\$482.43
103	1	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	\$317.98	\$317.98
104	1	FSG-36-S	Flex Support Gusset, Shared, 36D	\$223.68	\$223.68
105	1	FSL-36-R	Flex Right Support Leg, 36D	\$242.08	\$242.08
106	2	FEC-FH-0742-L	Flex End Cap, Fixed Height, 7" Wall, 42"H, Lam	\$276.00	\$552.00
107	1	FAP-225	Flex Inside Access Panel, One Support, 22.5"W	\$124.78	\$124.78
108	1	FAP-450	Flex Inside Access Panel, Two Supports, 45"W	\$173.65	\$173.65
109	1	WAC-SLD-36	Pole Mount Situation Awareness Light, Dome, 36"H Pole	\$345.58	\$345.58
110	1	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$55.78	\$55.78
111	1	DAC-AMB-SW-12	Ambient Light, Slatwall, 12", Blue	\$104.08	\$104.08

#	Qty	Part Number	Description	Sell	Ext. Sell
112	1	DAC-AMB-SW-72	Ambient Light, Slatwall, 72", Blue	\$276.00	\$276.00
113	3	DAC-DASH-BLANK	Dash Plate, Blank	\$31.63	\$94.88
114	1	DAC-DASH-CHRG-AC	Dash Plate, Device Charging, USB A-C	\$163.88	\$163.88
115	1	DAC-DASH-DIMMER	Dash Plate, Ambient Dimmer	\$94.88	\$94.88
116	1	DAC-DASH-LIGHT	Dash Plate, Gooseneck Light	\$204.70	\$204.70
117	1	DAC-DASH-USB-X2	Dash Plate, 2 USB Keystones W/ Cables	\$116.73	\$116.73
118	1	DAC-DTC-ADA	Desktop Contoller, ADA	\$62.68	\$62.68
119	1	DAC-MM-11-SW-PM-HD	Monitor Mount, 1-Over-1, Slatwall, Pole Mount	\$661.25	\$661.25
120	2	DAC-MM-11-SW-PM	Monitor Mount, 1-Over-1, Slatwall, Pole Mount, Ext	\$586.50	\$1,173.00
121	1	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air, Array Console	\$1,500.18	\$1,500.18
122	1	DAC-SW-DBL-KBTACO	Double Slatwall Keyboard Holder	\$114.43	\$114.43
123	2	DAC-SW-MICROPC	Slatwall Micro PC Mount	\$138.00	\$276.00
124	1	DAC-SW-PAPER	Slatwall Paper Flow Mgr.	\$104.08	\$104.08
125	1	DAC-SW-PENCIL	Slatwall Pencil Cup	\$38.53	\$38.53
126	1	WAC-BOND-KIT-R56	Flex Console Bonding Kit, R56	\$518.08	\$518.08
127	1	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	\$173.08	\$173.08

Total Item 3. Training \$21,722.93

Item 4. Team Table w/Power

128	1	TBL-TMPO-4296-29-S-P	Team Table, Panel / Open Storage, 42 x 96, 29H, Strata Edge, Power	\$2,476.53	\$2,476.53
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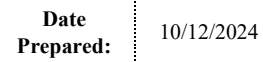
Total Item 4. Team Table w/Power \$2,476.53

Item 5. Concept Seating Option

129	8	Concept 3142r1	Concept Seating, Alt Black Leather, Pivot Arms	\$1,835.00	\$14,680.00
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Total Item 5. Concept Seating Option \$14,680.00

Russ Bassett Product \$169,741.40
Freight Services: \$10,750.00
Russ Bassett Installation Services: \$34,000.00
Total \$214,491.40



10 YEAR EVERYTHING WARRANTY

Simple, Honest, Robust.

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years.

 ***What's covered?***
Everything.

 ***What's included?***
Parts, Shipping and Labor.

MISSION CRITICAL SERVICE AND SUPPORT

In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett.

Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.

The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.

Electrical requirements for Russ Bassett consoles

Console power

Sit-stand console requirements: One 20-amp circuit in (1) quad box assembly for a total of (4) receptacles per console. This circuit will supply power for all Russ Bassett console systems.

- Russ Bassett console systems include the sit-stand system and optional components such as Personal Comfort System (PCS) and convenience outlets.
- This circuit is typically connected to a non-emergency power circuit as to keep it separate from the mission critical equipment, However, it can be on an emergency UPS/generator protected circuit if desired.
- The known full draw from the sit-stand system and PCS is 12.1-amps, this leaves an acceptable amount of available power for any convenience outlets which are intended for connection of small electronics like cell phones and small battery chargers.
- No personal heaters, printers or other large draw components are to be connected to these outlets.
- Mounting locations of these quad boxes must follow the locations recommended by Russ Bassett to ensure there are no cable length issues within the system.

Technology power

Technology power requirement: One or two 20-amp circuits divided between up to (2) quad box assembly for a total of (8) receptacles per console. This will supply power for the up to (8) pre-installed 7-outlet power strips dedicated for customer technology.

- Technology power circuits are typically connected to an emergency (UPS or generator) protected circuit as to prevent any power outages to mission critical equipment at the console and then colored or labeled to identify them as such.
- Mission critical technology will be plugged into Russ Bassett supplied and pre-installed 7-outlet power strips in the console. Russ Bassett power strips are then plugged into the user provided quad box receptacles.
- The draw on these circuits will need to be calculated by the customer and their vendors to determine if there will be any issues regarding load capacities and if additional circuits will be necessary.
- Although the powers strips come pre-installed by Russ Bassett, it is the responsibility of the customer or customer vendors for any labeling, routing, and connecting of these power strips.
- Mounting locations of these quad boxes must follow the locations recommended by Russ Bassett to ensure there are no cable length issues within the system.

Summary

Each console requires (3) quad boxes for a total of 12 receptacles with each quad box on it's own 20-amp circuit.

Power Integration In Console Technology Frame

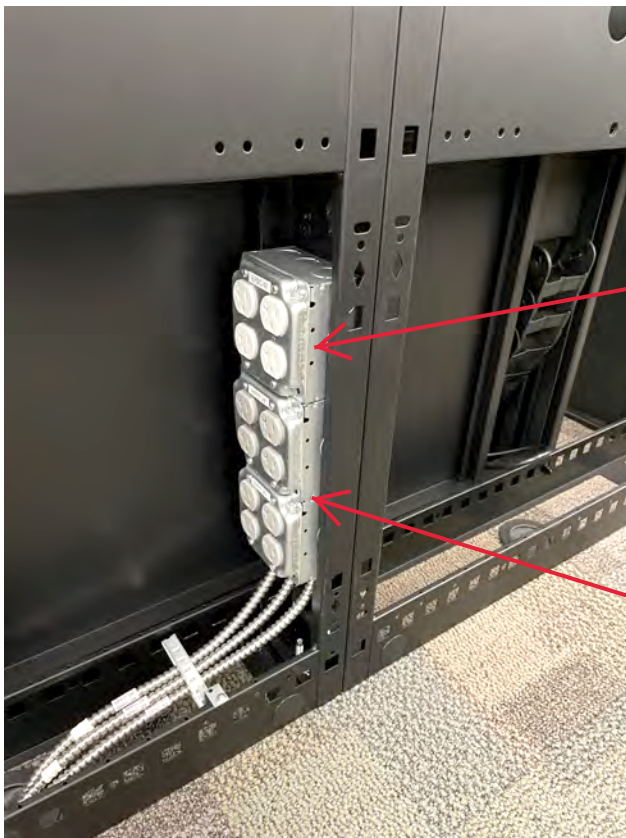


Mounting power in the console frame

Power should be brought into the console technology wall using flexible conduit.

Quad-outlet J-Boxes are then mounted inside the technology wall.

The Russ Bassett Project Manager will provide a drawing with measurements that either identify recommended locations to core drill your floor to allow access into the console Technology wall from the floor or a drawing with measurements identifying the open space on the back of the technology wall that can be used to access the technology wall from the building wall.



Quad Box Assignments

20 amp Non-Emergency Console Power.
- (1) Quad Box (4 outlets).

Console power will plug directly into the non-emergency J-Box outlets.

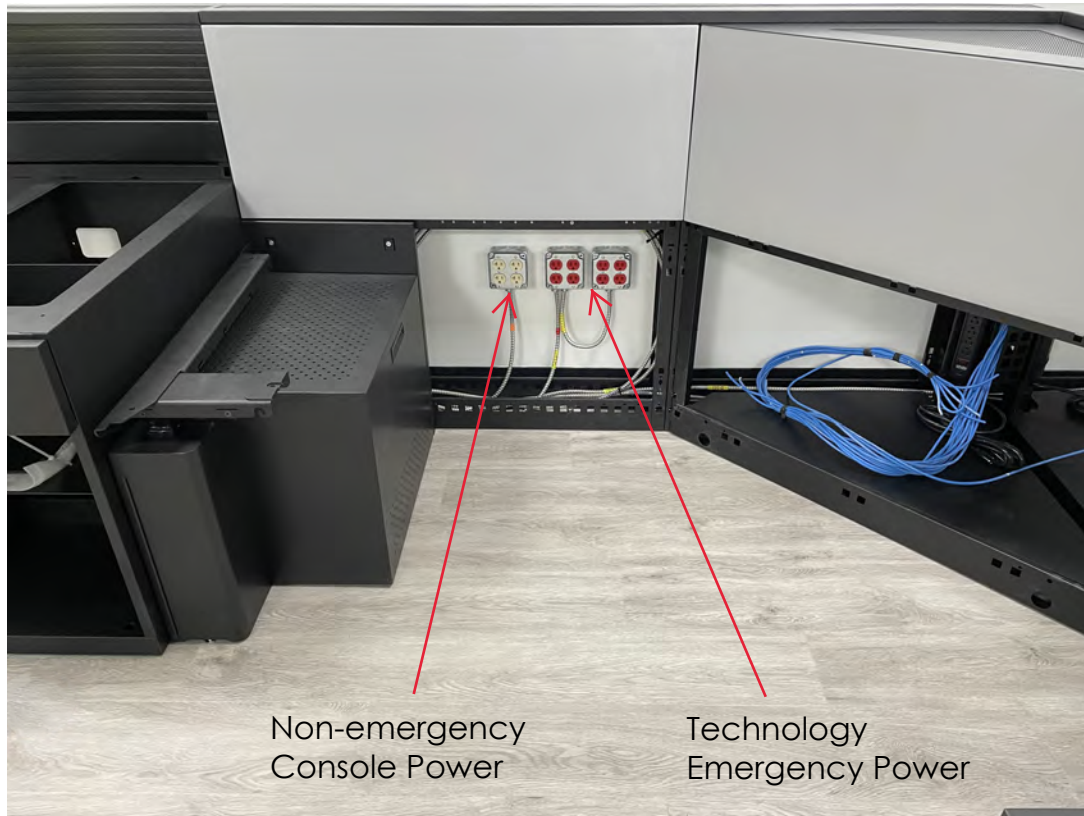
20 amp Technology Emergency Power.
- (2) Quad Box (8 Outlets).

Russ Bassett surge suppressing power strips will plug into the emergency power J-Box outlets.

The PSAP/911 equipment will plug into the Russ Bassett surge suppressing power strips.

Example of Wall Access

(applies to in-wall or surface mounted wall access)



Note: Power mounted in or on the building wall must be mounted between 4" and 19" above the floor to fit in the open space that allows access to the console frame.

Example of Floor Access



Example of Ceiling Access



OPERATOR COMFORT & FOCUS

Ambient Lighting



AMBIENT LIGHTING

Ambient lighting relieves eye strain and increases monitor image clarity for operators who spend extended hours in monitor intensive environments.



- Above the surface, ambient lighting softens glare in both bright and dimly lit rooms.
- Below the surface, ambient lighting provides both glare reduction and work light in the foot well, guarding against trip hazards and entanglement.
- A desktop dashboard dimmer, shown right, allows operators to dial in their preferred lighting settings and make adjustments throughout their shift. Dimmer also available to mount on a fixed slatwall return.



SPECIFICATIONS

Energy-efficient blue LEDs.
Light position shields operator's eyes from glare.
Soldered leads are protected with heat-shrink wrap for durability and lasting performance.

Lengths are specified to fit the console width.
Above-surface and foot-well lighting ordered separately.
Plug-and-play 12 volt power supply ordered separately.
Optional dimmer switch also available.

OPERATOR COMFORT & FOCUS

Personal Comfort System



COMPLETE COMFORT WITHIN REACH

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension, increase energy, and boost focus.



Personal Comfort System (PCS)

- 2 movable desktop fans
- 2 directionally adjustable heaters, mounted below the surface
- LED-lit control switch



Fans have directional airflow adjustment.



Each heater pivots up and down to focus heat toward the lap and toward the feet.



Operators control the PCS with a single-touch switch.

ADDITIONAL FEATURES

Energy-efficient and ultra-quiet
Simple, intuitive controls
Directionally adjustable forced air heaters
Movable desktop fans
Occupancy sensor
Compatible with all Russ Bassett consoles

SPECIFICATIONS

Cooling Fan	400 fpm
Forced Air Heat	200/400W
Maximum Current Draw	4.0 Amps
Voltage	120 Volts
Controls	LED Switches
Warranty	3 Years



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Approval - Drainage Easement Agreement, Temporary Construction Easement Agreement, and invoice for associated legal fees for the new police department and municipal court building.

MEETING DATE: December 10, 2024

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of a Drainage Easement Agreement, Temporary Construction Easement Agreement and associated legal fees for the New Police Department and Municipal Court building.

INFORMATION:

Consider approval of a Drainage Easement Agreement, Temporary Construction Easement Agreement and associated legal fees in connection with the preparation and grant of easements from Alliance Gateway Phase III Association to the City of Roanoke for the new police department and municipal court building. These agreements stipulate the use of easements, maintenance responsibilities, prohibited uses, compliance with regulations, and liability assignment, among other things.

STAFF RECOMMENDATION:

Approve the Drainage Easement Agreement, Temporary Construction Easement Agreement, and the invoice for the legal fees associated with these agreements.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The Drainage Easement Agreement Legal Fees total \$4,607.00, which are for legal services, expenses and fees incurred in connection with the preparation and grant of easements from Alliance Gateway Phase III Association to the City of Roanoke, for the following:

Outstanding accounts receivables for legal services rendered:	\$396.00
Legal services rendered in September 2024:	\$2,376.00



AGENDA ITEM

Estimated fees for legal services rendered in October 2024:	\$1,685.00
Estimated recording fees:	\$150.00

ATTACHMENTS:

1. 10.28.24 AGWAIH billback Roanoke PD (1)
2. Drainage Easement Agreement - Granted to Roanoke (10 30) (1)
3. Temporary Construction Easement Agreement - Granted to Roanoke (10 30) (1)

INVOICE

INVOICE #1024RPDBB
DATE: 10/30/2024
DUE 30 DAYS AFTER RECEIPT

City of Roanoke
500 S. Oak Street
Roanoke, TX 76262
ATTN: Jeriahme Miller

Make all checks payable to :
Alliance Gateway – Phase III Association
c/o FirstService Commercial
9800 Hillwood Pkwy Suite 210
Fort Worth, TX 76177

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KELLY HART

TAXPAYER ID # 20-3856550

October 28, 2024

Hillwood Properties
9800 Hillwood Parkway, Suite 300
Fort Worth, Texas 76177
Attention: Charlie Campbell

Client # 03691
Matter # 03691.0840; City of Roanoke Easement

Legal services, expenses and fees incurred in connection with the preparation and grant of easements from Alliance Gateway Phase III Association to the City of Roanoke, Texas.

Outstanding accounts receivables for legal services rendered:	\$396.00
Legal services rendered in September 2024:	\$2,376.00
Estimated fees for legal services rendered in October 2024:	\$1,685.00
Estimated Recording Fees:	\$150.00
TOTAL AMOUNT DUE	<u>\$4,607.00*</u>

*Extraordinary work beyond this amount is not included and will be billed separately.

DRAINAGE EASEMENT AGREEMENT

This **Drainage Easement Agreement** (this “Agreement”) is entered into to be effective as of the ____ day of _____, 2024 (the “Effective Date”), between Alliance Gateway – Phase III Association, a Texas non-profit corporation (“Grantor”), and City of Roanoke, Texas, a Texas home-rule municipality (“Grantee”).

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants contained herein, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Subject to the terms of this Agreement, Grantor hereby grants and conveys to Grantee a non-exclusive drainage easement (the “Easement”) over, under and across the property described in Exhibit “A” attached hereto (the “Easement Tract”) for the benefit of Grantee’s property as more particularly described in Exhibit “B” attached hereto (the “Grantee Property”). This grant and conveyance is made subject to all matters of record affecting the Easement Tract.

2. **Use of Easement.** The Easement shall only be used by Grantee for conveying stormwater from the Grantee Property across the Easement Tract and, pursuant to Section 4 below, for the purpose of maintaining, repairing and replacing the drainage culverts, drainage pipes, headwalls and channels, and other stormwater drainage facilities and appurtenances (collectively, the “Drainage Facilities”) on the Easement Tract, together with the right of ingress and egress upon the Easement Tract for the purpose of exercising the rights set forth herein.

3. **Reservation of Rights.** Grantor reserves and retains the right to grant other rights and easements across, over or under the Easement Tract to such other persons as Grantor deems proper. Further, Grantor, at its expense, shall have the right to modify and/or relocate the Easement Tract and/or any Drainage Facilities installed pursuant to this Agreement provided that such modified and/or relocated Drainage Facilities and/or modified and/or relocated Easement Tract will reasonably accommodate drainage from the Grantee Property.

4. **Maintenance.** The parties hereunder agree that the Drainage Facilities and Easement Tract will be kept and maintained by Grantee, at Grantee’s sole cost and expense, in a sightly, litter-free and safe condition and good state of repair and in accordance with applicable laws, regulations, rules, and ordinances of any governmental agency or authority. Grantee shall stay within the limits of the Easement Tract and shall not enter upon the surrounding property owned by Grantor without Grantor’s express prior written consent to each such entry, which consent may be withheld in Grantor’s sole discretion. If Grantee disturbs or damages any portion of the Drainage Facilities, Easement Tract or Grantor’s surrounding property (including any improvements located thereon), in the exercise of any rights or obligations hereunder, Grantee shall, in a prompt and workmanlike manner, repair and restore such damage or disturbance as nearly as practicable to the condition that existed prior to such damage or disturbance.

5. Assignment. This Easement is not assignable by Grantee to any party other than an owner of the Grantee Property, without the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion. Grantor may assign its interest in this Agreement and/or Easement in whole or in part.

6. Prohibited Uses. Grantee shall not use the Easement Tract, or permit use of the Easement Tract by any other Grantee Party, in a manner which violates any law or regulations or constitutes a hazard to the health, safety and/or welfare of the public. Grantee shall not, and shall not permit any of its employees, managers, officers, agents, contractors, subcontractors, suppliers, invitees or representatives (each a "Grantee Party" and collectively, "Grantee Parties") to, locate, generate, manufacture, use or dispose on or about the Easement Tract any hazardous substances. If Grantor in good faith believes that a hazardous substance may have been generated, manufactured or disposed of on or about the Easement Tract by Grantee or any Grantee Party, Grantor may have environmental studies of the Easement Tract conducted as it deems appropriate. In the event such studies reveal that a hazardous substance has been generated, manufactured or disposed of on or about the Easement Tract by Grantee or any Grantee Party the cost of such studies shall be paid by Grantee.

7. Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR, GRANTOR'S AFFILIATES AND THEIR RESPECTIVE EQUITY OWNERS, SUCCESSORS AND ASSIGNS, AND SUCH PARTIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, INVITEES AND REPRESENTATIVES (EACH A "GRANTOR PARTY" AND COLLECTIVELY, THE "GRANTOR PARTIES") HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, LIENS, FINES, PENALTIES, COSTS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEY FEES AND COSTS OF INVESTIGATION) OF ANY NATURE (COLLECTIVELY, "LIABILITIES") ASSERTED AGAINST OR INCURRED BY THE GRANTOR PARTIES AND ARISING OUT OF, RESULTING DIRECTLY OR INDIRECTLY FROM, OR RELATED TO ANY ACTIVITIES OF GRANTEE OR ANY GRANTEE PARTY ON THE EASEMENT TRACT DURING THE TERM OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT GRANTEE'S INDEMNITY HEREUNDER SHALL NOT INCLUDE LIABILITIES TO THE EXTENT RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A GRANTOR PARTY.**

8. Waiver of Liability. **NO GRANTOR PARTY WILL BE LIABLE IN ANY MANNER TO ANY GRANTEE PARTY OR ANY OTHER PARTY CLAIMING BY, THROUGH, OR UNDER ANY GRANTEE PARTY FOR ANY INJURY TO OR DEATH OF PERSON OR PERSONS EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A GRANTOR PARTY. ALL PERSONAL PROPERTY OF GRANTEE AND THE GRANTEE PARTIES, INCLUDING, WITHOUT LIMITATION, ALL AUTOMOBILES (COLLECTIVELY, "PERSONAL PROPERTY") UPON THE EASEMENT TRACT WILL BE AT THE SOLE RISK OF GRANTEE, AND THE GRANTOR PARTIES WILL NOT BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF EXCEPT TO THE EXTENT CAUSED BY**

THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY GRANTOR PARTY.

9. Notices. All notices required or permitted hereby shall be in writing and become effective after being deposited in the U.S. mail, certified or registered with appropriate postage prepaid or, if delivered by some other manner, when actually received. Notices to the parties shall be addressed as follows:

To Grantor: Alliance Gateway – Phase III Association
9800 Hillwood Parkway, Suite 300
Fort Worth, Texas 76177
Attention: Legal Department

To Grantee: City of Roanoke
500 S. Oak Street
Roanoke, Texas 76262
Attn: Cody Petree, City Manager

From time to time a party may designate a new address for the purpose of receiving notices hereunder by giving notice of its new address to the other party in the manner provided above.

10. Enforcement of Rights. In the event any party hereto fails to discharge its respective obligations hereunder, any other party shall have the right to enforce this Agreement by an action in law or in equity (including a suit for specific performance) without thereby waiving the right to also recover in an action for damages any sums expended by such other party at its discretion in performing such obligations. In the event that any party hereto institutes a legal proceeding against any other party to enforce the obligations arising hereunder, the prevailing party in such legal proceeding shall be entitled to recover reasonable attorneys' fees (including those incurred on appeal or whether or not suit be filed) and costs if prevailing therein.

11. Duration. This grant of the Easement shall automatically terminate and revert to Grantor or its successors in interest upon abandonment by Grantee (or its successors or assigns). Abandonment by Grantee shall only occur (i) upon a written acknowledgment of such abandonment specifically referencing this Agreement executed by Grantee, or (ii) in the event that, for a period of twelve (12) consecutive months, Grantee fails to use the Easement, thereafter Grantor delivers written notice of such failure to Grantee indicating such failure and that Grantor believes that abandonment of the Easement has occurred and Grantee fails, within thirty (30) days after receipt of such written notice, to use the Easement.

12. Covenants Running with the Land. All rights and obligations arising hereunder shall constitute covenants running with the land and shall be an easement appurtenant to the Grantee Property.

13. The obligations of Grantee set forth herein, including without limitation, Grantee's indemnity obligations, shall survive any termination of this Agreement. This Agreement may be executed by facsimile, electronic mail, or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and permitted assigns, forever. Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises, subject to all matters now of record affecting said premises, unto Grantee, its successors and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

EXECUTED to be effective as of the Effective Date.

GRANTOR:

Alliance Gateway – Phase III Association,
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

CAK

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this ____ day of _____, 2024,
by _____, _____ of Alliance Gateway – Phase III Association, a
Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas

[seal]

Exhibit "A"

Easement Tract

TRACT 1

0.025 ACRE

Being all that certain lot, tract or parcel of land situated in the Memphis, El Paso & Pacific Railroad Company Survey, Abstract 923, City of Roanoke, Denton County, Texas, and being part of that certain called 2.40 acre tract of land described in deed in favor of Alliance Gateway – Phase III Association, Inc., recorded in Document Number 2004-41133 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found at the southwest corner of said 2.400 acres tract, being on the east line of Patriot Parkway as evidenced by that certain called 4.457 acre tract of land described in Dedication Deed in favor of The City of Roanoke, Texas, recorded in Document Number 2004-41124 of the Real Property Records of Denton County, Texas, also being evidenced by the plat of Fairway Drive, Patriot Parkway and Park Drive in Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 595 of the Plat Records of Denton County, Texas, and being the northwest corner of Lot 3R, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2012-64 of the Plat Records of Denton County, Texas, from which a 5/8" rebar found with broken cap at the northeast corner of said Lot 3R and the northwest corner of Lot 1, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Cabinet Q, Page 299 of the Plat Records of Denton County, Texas, bears N 89°26'32" E, 625.0 feet, and from which a 5/8" capped rebar found (CARTER & BURGESS) at the point of curvature on the west line of said Lot 3R and the east line of said Patriot Parkway bears S 00°33'28" E, 1,858.0 feet;

THENCE N 00°33'28" W, 85.00 feet with the east line of said Patriot Parkway and the west line of said 2.400 acre tract to a 1/2" capped rebar set (MCADAMS) at the northwest corner of said 2.400 acre tract, being the southwest corner of Lot 6, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2024-48 of the Plat Records of Denton County, Texas;

THENCE N 89°26'32" E, with the north line of said 2.400 acre tract and the south line of said Lot 6, passing at 577.5 feet a 1/2" capped rebar set (MCADAMS) at the southeast corner of said Lot 6, being the southwest corner of Lot 1, Block 1 of Roanoke Police and Court Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2024-153 of the Plat Records of Denton County, Texas, continuing with the south line of said Lot 1 a total distance of 827.00 feet to the **POINT OF BEGINNING**;

THENCE N 89°26'32" E, 20.00 feet continuing with the north line of said 2.400 acre tract and the south line of said Lot 1 to a point from which a 1/2" capped rebar set (MCADAMS) at the northeast corner of said 2.400 acre tract and the southeast corner of said Lot 1, bears N 89°26'32" E, 383.00 feet;

THENCE S 00°33'28" E, 26.10 feet;

THENCE S 45°33'28" E, 20.00 feet;

THENCE S 44°26'32" W, 20.00 feet;

THENCE N 45°33'28" W, 28.28 feet;

THENCE N 00°33'28" W, 34.38 feet to the **POINT OF BEGINNING** and containing approximately 0.025 acre of land.



TRACT 2

0.014 ACRE

Being all that certain lot, tract or parcel of land situated in the Memphis, El Paso & Pacific Railroad Company Survey, Abstract 923, City of Roanoke, Denton County, Texas, and being part of that certain called 2.40 acre tract of land described in deed in favor of Alliance Gateway – Phase III Association, Inc., recorded in Document Number 2004-41133 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found at the southwest corner of said 2.400 acres tract, being on the east line of Patriot Parkway as evidenced by that certain called 4.457 acre tract of land described in Dedication Deed in favor of The City of Roanoke, Texas, recorded in Document Number 2004-41124 of the Real Property Records of Denton County, Texas, also being evidenced by the plat of Fairway Drive, Patriot Parkway and Park Drive in Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 595 of the Plat Records of Denton County, Texas, and being the northwest corner of Lot 3R, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2012-64 of the Plat Records of Denton County, Texas, from which a 5/8" rebar found with broken cap at the northeast corner of said Lot 3R and the northwest corner of Lot 1, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Cabinet Q, Page 299 of the Plat Records of Denton County, Texas, bears N 89°26'32" E, 625.0 feet, and from which a 5/8" capped rebar found (CARTER & BURGESS) at the point of curvature on the west line of said Lot 3R and the east line of said Patriot Parkway bears S 00°33'28" E, 1,858.0 feet;

THENCE N 00°33'28" W, 85.00 feet with the east line of said Patriot Parkway and the west line of said 2.400 acre tract to a 1/2" capped rebar set (MCADAMS) at the northwest corner of said 2.400 acre tract, being the southwest corner of Lot 6, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2024-48 of the Plat Records of Denton County, Texas;

THENCE N 89°26'32" E, with the north line of said 2.400 acre tract and the south line of said Lot 6, passing at 577.5 feet a 1/2" capped rebar set (MCADAMS) at the southeast corner of said Lot 6, being the southwest corner of Lot 1, Block 1 of Roanoke Police and Court Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2024-153 of the Plat Records of Denton County, Texas, continuing with the south line of said Lot 1 a total distance of 1,1168.50 feet to the **POINT OF BEGINNING**;

THENCE N 89°26'32" E, 23.09 feet continuing with the north line of said 2.400 acre tract and the south line of said Lot 1 to a point from which a 1/2" capped rebar set (MCADAMS) at the northeast corner of said 2.400 acre tract and the southeast corner of said Lot 1, bears N 89°26'32" E, 38.41 feet;

THENCE S 30°33'28" E, 25.00 feet;

THENCE S 59°26'32" W, 20.00 feet;

THENCE N 30°33'28" W, 36.55 feet to the **POINT OF BEGINNING** and containing approximately 0.014 acre of land.



10/7/2024

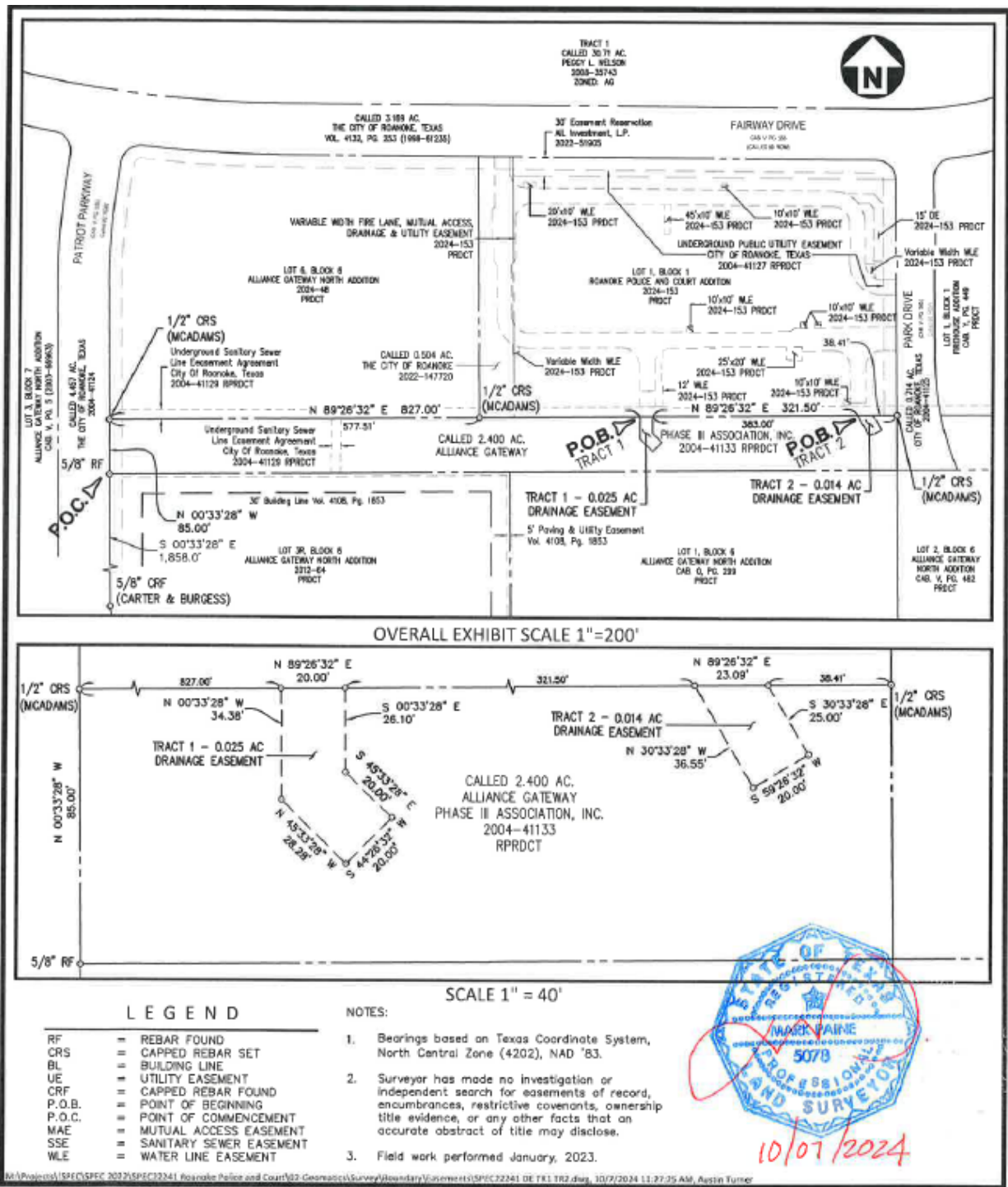


Exhibit “B”

Grantee Property

Lot 1, Block 1 of Roanoke Police and Court Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2024-153 of the Plat Records of Denton County, Texas.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This **Temporary Construction Easement Agreement** (this “Agreement”) is entered into to be effective as of the ____ day of _____, 2024 (the “Effective Date”), between Alliance Gateway – Phase III Association, a Texas non-profit corporation (“Grantor”), and City of Roanoke, Texas, a Texas home-rule municipality (“Grantee”).

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants contained herein, Grantor and Grantee agree as follows:

1. Grant of Easement. Subject to the terms of this Agreement, Grantor hereby grants and conveys to Grantee a non-exclusive temporary construction easement (the “Temporary Construction Easement”) over, under and across the property described in Exhibit “A” attached hereto (the “Temporary Construction Easement Tract”). This grant and conveyance is made subject to all matters of record affecting the Temporary Construction Easement Tract.

2. Use of Easement. The Temporary Construction Easement shall only be used by Grantee for the purpose of constructing drainage culverts, drainage pipes, headwalls and channels, and appropriate appurtenances (the “Work”). The Work must be performed by Grantee, at Grantee’s sole cost and expense, pursuant to, and in accordance with plans and specifications approved in writing in advance by Grantor. Grantee is responsible for location and protection of all utilities and other improvements within the Temporary Construction Easement Tract prior to commencement, and during the execution, of the Work. Access to the Work area shall be limited to access through the Temporary Construction Easement Tract itself or public rights of way, and not across other property owned by Grantor. Grantee shall not block, inhibit, or otherwise impede access to the other areas at any time.

3. Reservation of Rights. Grantor reserves and retains the right to grant other rights and easements across, over or under the Temporary Construction Easement Tract to such other persons as Grantor deems proper.

4. Assignment. The Temporary Construction Easement is not assignable by Grantee to any party without the prior written consent of Grantor, which consent may be withheld in Grantor’s sole discretion. Grantor may assign its interest in this Agreement and/or Temporary Construction Easement in whole or in part.

5. Prohibited Uses. Grantee shall not use the Temporary Construction Easement Tract, or permit use of the Temporary Construction Easement Tract by any other Grantee Party, in a manner which violates any law or regulations or constitutes a hazard to the health, safety and/or welfare of the public. Grantee shall not, and shall not permit any of its employees, managers, officers, agents, contractors, subcontractors, suppliers, invitees or representatives (each a “Grantee Party” and collectively, “Grantee Parties”) to, locate, generate, manufacture, use or dispose on or about the Temporary Construction Easement Tract any hazardous substances. If Grantor in good faith believes that a hazardous substance may have been generated, manufactured or disposed of on or about the Temporary Construction Easement Tract by Grantee or any Grantee Party, Grantor

may have environmental studies of the Temporary Construction Easement Tract conducted as it deems appropriate. In the event such studies reveal that a hazardous substance has been generated, manufactured or disposed of on or about the Temporary Construction Easement Tract, the cost of such studies shall be paid by Grantee.

6. Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR, GRANTOR'S AFFILIATES AND THEIR RESPECTIVE EQUITY OWNERS, SUCCESSORS AND ASSIGNS, AND SUCH PARTIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, INVITEES AND REPRESENTATIVES (EACH A "GRANTOR PARTY" AND COLLECTIVELY, THE "GRANTOR PARTIES") HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, LIENS, FINES, PENALTIES, COSTS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEY FEES AND COSTS OF INVESTIGATION) OF ANY NATURE (COLLECTIVELY, "LIABILITIES") ASSERTED AGAINST OR INCURRED BY THE GRANTOR PARTIES AND ARISING OUT OF, RESULTING DIRECTLY OR INDIRECTLY FROM, OR RELATED TO ANY ACTIVITIES OF GRANTEE OR ANY GRANTEE PARTY ON THE TEMPORARY CONSTRUCTION EASEMENT TRACT DURING THE TERM OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT GRANTEE'S INDEMNITY HEREUNDER SHALL NOT INCLUDE LIABILITIES TO THE EXTENT RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A GRANTOR PARTY.**

7. Required Insurance. Grantee, at Grantee's cost, shall maintain during the term of this Agreement, a policy or policies of general liability insurance, including personal injury and property damage, with contractual liability coverage, in the amount of Two Million Dollars (\$2,000,000.00) for property damage and Two Million Dollars (\$2,000,000.00) per occurrence for personal injuries or deaths of persons occurring in or about the Temporary Construction Easement Tract. These policies must be issued by insurers licensed in the State of Texas. Grantee shall provide certificates of insurance evidencing such coverage to Grantor upon Grantor's request.

8. Waiver of Liability. **NO GRANTOR PARTY WILL BE LIABLE IN ANY MANNER TO ANY GRANTEE PARTY OR ANY OTHER PARTY CLAIMING BY, THROUGH, OR UNDER ANY GRANTEE PARTY FOR ANY INJURY TO OR DEATH OF PERSON OR PERSONS EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A GRANTOR PARTY. ALL PERSONAL PROPERTY OF GRANTEE AND THE GRANTEE PARTIES, INCLUDING, WITHOUT LIMITATION, ALL AUTOMOBILES (COLLECTIVELY, "PERSONAL PROPERTY") UPON THE TEMPORARY CONSTRUCTION EASEMENT TRACT WILL BE AT THE SOLE RISK OF GRANTEE, AND THE GRANTOR PARTIES WILL NOT BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY GRANTOR PARTY.**

9. Mechanic's Liens. If, as a result of or in connection with the activities of Grantee or the Grantee Parties, any lien or claim for lien is filed against the Temporary Construction

Easement Tract or any other property of Grantor, Grantee shall immediately give notice to Grantor thereof and cause such lien or claim for lien to be released of record within thirty (30) days after Grantee's receipt of notice of such lien. **TO THE EXTENT ALLOWED BY LAW, GRANTEE AGREES TO INDEMNIFY GRANTOR FROM AND AGAINST ANY LOSSES, COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR RELATED TO ANY SUCH LIEN OR CLAIM FOR LIEN.**

10. Duration. The grant of the Temporary Construction Easement herein shall automatically terminate upon the earlier of the completion of the Work or twelve (12) months after the Effective Date of this Agreement. Upon such termination of the Temporary Construction Easement, Grantee shall remove all of its personal property and materials from the Temporary Construction Easement Tract and restore the Temporary Construction Easement Tract pursuant to paragraph 12 below (and as otherwise required pursuant to this Agreement) as promptly as possible exercising commercially reasonable diligence and efforts. Such termination of the Temporary Construction Easement shall be at no cost to Grantor or its successors in interest once any of the foregoing events has occurred, and upon such termination, the Temporary Construction Easement Tract shall automatically be fully released from the terms, conditions, obligations and burdens set forth in this Agreement.

11. Other Uses. Other than the Work described herein, Grantee shall not make any alterations, additions, or improvements to the Temporary Construction Easement Tract without Grantor's prior written consent, which consent may be withheld in Grantor's sole and absolute discretion. Grantee shall at all times comply with all applicable laws, rules, and ordinances of any governmental agency or authority. Grantee shall stay within the limits of the Temporary Construction Easement Tract and shall not enter upon the adjacent land of Grantor without Grantor's express prior written consent to each such entry, which consent may be withheld in Grantor's sole and absolute discretion. No trespassing, ingress, or egress is allowed on the adjacent property in which Grantee has no interest. Grantor shall be notified at least two (2) business days prior to Grantee entering the Temporary Construction Easement Tract for the first time, and Grantor shall have the right to have its representative present when Grantee enters the Temporary Construction Easement Tract for the first time. **Grantee acknowledges receipt of the attached Exhibit "B" – Clarifications and Understanding of the Terms and Conditions for Temporary Construction Easements.**

12. Restoration. Prior to the end of any termination or expiration of this Agreement, Grantee shall, at no cost or expense to Grantor, promptly repair any damage to any improvements on the Temporary Construction Easement Tract and Grantor's surrounding property caused by Grantee's Work on the Temporary Construction Easement Tract and restore the surface of the Temporary Construction Easement Tract and surrounding Grantor's property as close as reasonably possible to the condition that existed prior to Grantee's entry onto the Temporary Construction Easement Tract pursuant to this Agreement.

13. Enforcement of Rights. In the event any party hereto fails to discharge its respective obligations hereunder, any other party shall have the right to enforce this Agreement by an action in law or in equity (including a suit for specific performance) without thereby waiving the right to also recover in an action for damages any sums expended by such other party at its discretion in performing such obligations. In the event that any party hereto institutes a legal proceeding against any other party to enforce the obligations arising hereunder, the prevailing

party in such legal proceeding shall be entitled to recover reasonable attorneys' fees (including those incurred on appeal or whether or not suit be filed) and costs if prevailing therein.

14. Notices. All notices required or permitted hereby shall be in writing and become effective after being deposited in the U.S. mail, certified or registered with appropriate postage prepaid or, if delivered by some other manner, when actually received. Notices to the parties shall be addressed as follows:

To Grantor:	Alliance Gateway – Phase III Association 9800 Hillwood Parkway, Suite 300 Fort Worth, Texas 76177 Attention: Legal Department
-------------	--

To Grantee:	City of Roanoke 500 S. Oak Street Roanoke, Texas 76262 Attn: Cody Petree, City Manager
-------------	---

From time to time a party may designate a new address for the purpose of receiving notices hereunder by giving notice of its new address to the other party in the manner provided above.

15. The obligations of Grantee set forth herein, including without limitation, Grantee's indemnity obligations, shall survive any termination of this Agreement. This Agreement may be executed by facsimile, electronic mail, or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and permitted assigns, forever. Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises, subject to all matters now of record affecting said premises, unto Grantee, its successors and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

EXECUTED to be effective as of the Effective Date.

GRANTOR:

Alliance Gateway – Phase III Association,
a Texas non-profit corporation

By: _____

Name: _____

CAK Title: _____

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on this ____ day of _____, 2024,
by _____, _____ of Alliance Gateway – Phase III Association, a
Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas

[seal]

EXECUTED to be effective as of the Effective Date.

**ACCEPTED ON THE TERMS AND
CONDITIONS CONTAINED HEREIN:**

GRANTEE:

City of Roanoke, Texas,
a Texas home-rule municipality

By: _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024,
by _____, _____ of City of Roanoke, Texas, a Texas home-
rule municipality, on behalf of said municipality.

Notary Public, State of _____
My commission expires: _____

[seal]

Exhibit "A"

Temporary Construction Easement Tract

0.878 ACRE

Being all that certain lot, tract or parcel of land situated in the Memphis, El Paso & Pacific Railroad Company Survey, Abstract 923, City of Roanoke, Denton County, Texas, and being part of that certain called 2.40 acre tract of land described in deed in favor of Alliance Gateway – Phase III Association, Inc., recorded in Document Number 2004-41133 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found at the southwest corner of said 2.400 acres tract, being on the east line of Patriot Parkway as evidenced by that certain called 4.457 acre tract of land described in Dedication Deed in favor of The City of Roanoke, Texas, recorded in Document Number 2004-41124 of the Real Property Records of Denton County, Texas, also being evidenced by the plat of Fairway Drive, Patriot Parkway and Park Drive in Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 595 of the Plat Records of Denton County, Texas, and being the northwest corner of Lot 3R, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2012-64 of the Plat Records of Denton County, Texas, from which a 5/8" rebar found with broken cap at the northeast corner of said Lot 3R and the northwest corner of Lot 1, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Cabinet Q, Page 299 of the Plat Records of Denton County, Texas, bears N 89°26'32" E, 625.0 feet, and from which a 5/8" capped rebar found (CARTER & BURGESS) at the point of curvature on the west line of said Lot 3R and the east line of said Patriot Parkway bears S 00°33'28" E, 1,858.0 feet;

THENCE N 00°33'28" W, 85.00 feet with the east line of said Patriot Parkway and the west line of said 2.400 acre tract to a 1/2" capped rebar set (MCADAMS) at the northwest corner of said 2.400 acre tract, being the southwest corner of Lot 6, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2024-48 of the Plat Records of Denton County, Texas;

THENCE N 89°26'32" E, with the north line of said 2.400 acre tract and the south line of said Lot 6, passing at 577.5 feet a 1/2" capped rebar set (MCADAMS) at the southeast corner of said Lot 6, being the southwest corner of Lot 1, Block 1 of Roanoke Police and Court Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Document Number 2024-153 of the Plat Records of Denton County, Texas, continuing with the south line of said Lot 1 a total distance of 780.00 feet to the **POINT OF BEGINNING**;

THENCE N 89°26'32" E, 450.00 feet continuing with the north line of said 2.400 acre tract and the south line of said Lot 1 to a 1/2" capped rebar set (MCADAMS) at the northeast corner of said 2.400 acre tract and the southeast corner of said Lot 1 being on the west line of Park Drive as evidence by that certain called 0.714 acre tract of land in favor of the City of Roanoke, recorded in Document Number 2004-41125 of the Real Property Records, Denton County, Texas, also being evidenced by the aforementioned

plat of Fairway Drive, Patriot Parkway and Park Drive in Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 595 of the Plat Records, Denton County, Texas;

THENCE S 00°33'28" E, 85.00 feet with the west line of said Park Drive and the east line of said 2.400 acre tract to a 1/2" capped rebar set (MCADAMS) at the southeast corner of said 2.400 acre tract and being the southwest corner of said 0.714 acre tract and being the northwest corner of Lot 2, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 482 of the Plat Records, Denton County, Texas, and being the northeast corner of Lot 1, Block 6 of Alliance Gateway North Addition, an addition to the City of Roanoke, Denton County, Texas, according to the plat thereof recorded in Cabinet Q, Page 299 of the Plat Records, Denton County, Texas;

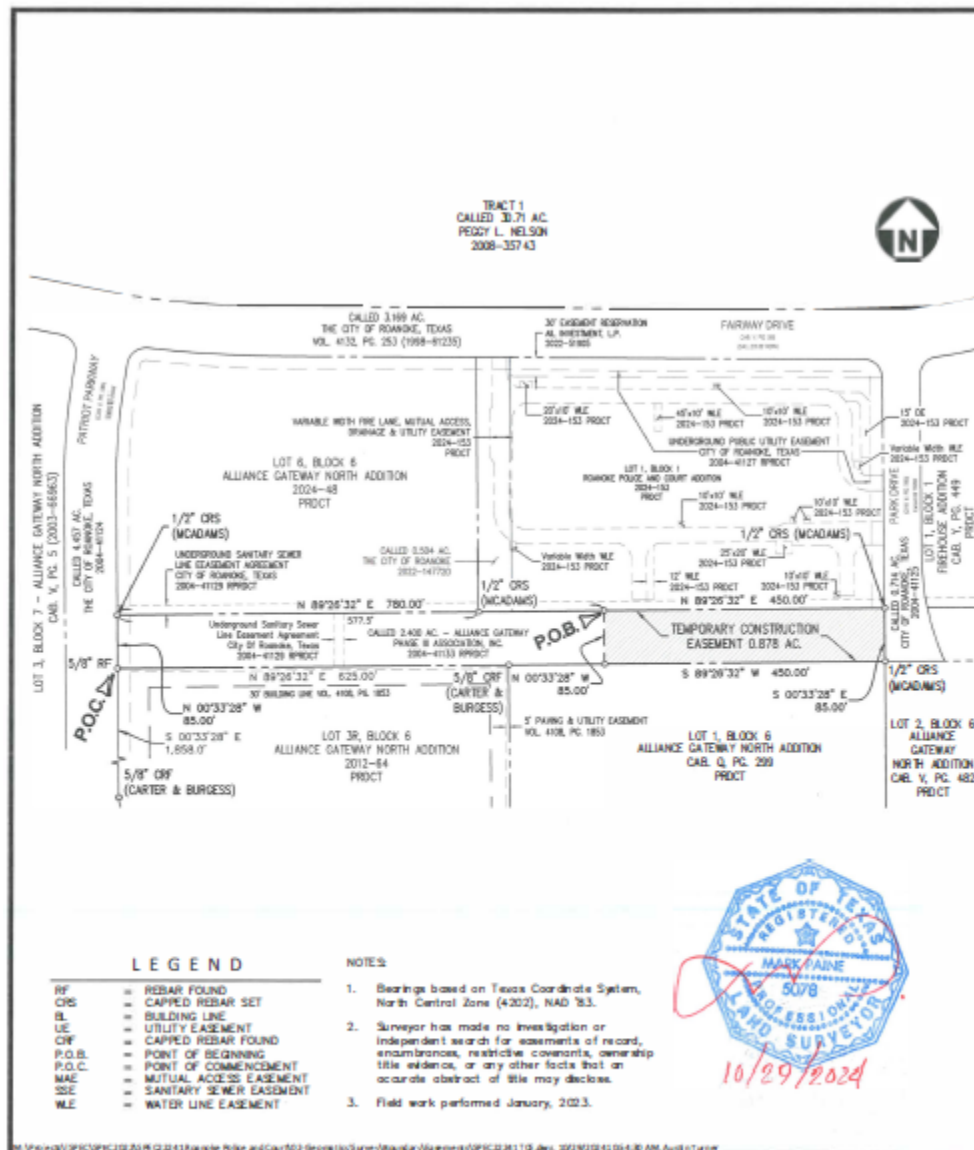
THENCE S 89°26'32" W, 450.00 feet with the south line of said 2.400 acre tract and the north line of said Lot 1, Block 6;

THENCE N 00°33'28" W, 85.00 feet to the **POINT OF BEGINNING** and containing approximately 0.878 acre of land.

Field work performed during the month of January, 2023.

Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.







McADAMS

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
0.878 ACRES
MEP & PRR CO. SURVEY, ABSTRACT NO.
CITY OF FROWKNE, DENTON COUNTY, TEXAS

PROJECT NO. SPEC22341
CHECKED BY MP
DRAWN BY AT
SCALE 1"=200'
DATE 10.14.2024

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972.436.9712
fax 972.436.9715
T8PLS PRR #
PC19762 RPLS 10196660
www.mcadamsco.com

Exhibit “B”

Clarification and Understanding of the Terms and Conditions for Temporary Construction Easements

In addition to the terms and conditions contained in the Temporary Construction Easement Agreement, the following conditions shall apply:

1. Any gates accessed by the contractor shall be kept closed at all times, except when passing through same, and locked whenever the contractor is not on-site. Grantee is responsible for repairing and restoring all siltation, erosion, drainage, and other effects its operations may cause to offsite streets, rights of way, park areas, association property, and common areas.
2. Erosion control silt fence (or other approved silt control material) is required along the length of any construction areas, as well as in all channels, swales, or other low areas.
3. All vegetated and grassed areas damaged or disturbed by performance of the Work or by any Grantee Party's use of the Temporary Construction Easement Tract shall be restored as close as reasonably practical to pre-construction condition, including any irrigation, landscaping or other improvements in adjacent open space area. Landscape and grasses must be established immediately upon completion of construction operations. In areas where grasses are Coastal Bermuda (“Coastal”), the grass must be reestablished by “plugging” and not by broadcast seeding. If weather conditions warrant, a winter rye mix approved by Grantor may be planted in lieu of the Coastal, with the Coastal being properly planted in the following spring (this requires that the winter rye be killed by use of a herbicide approved by Grantor, the ground stripped and plowed, and the Coastal being plugged and irrigated until such time that 70% coverage has been established).
4. Any existing fences damaged or removed for construction shall be replaced with comparable material reasonably acceptable to Grantor.
5. Temporary fences in grazing pastures shall be 7-strand barbed wire on steel T-posts spaced at 8’ centers. Any modifications to the fencing requirements must be agreed to in writing by the Grantor.
6. Any gates or cattle guards damaged by construction shall be repaired or replaced, including all damaged materials, painting, and any other work required to return the gate or cattle guard to pre-construction condition.
7. All trash and debris shall be collected and disposed of on a daily basis.
8. Grantee shall provide contact information (24 hours a day/7 days a week) for field supervisors and office personnel who can be contacted should any problems arise on the construction site.
9. Grantor Contact Information:

Eric Elrod
Land Development
817-224-6082 (Office)
214-240-5259 (Cell)

Russell Laughlin
Land Development
817-224-6017 (Office)
214-505-3481 (Cell)

Brett Burton
Land and Cattle Operations
817-430-2305 (Office)
817-454-9398 (Cell)



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Contract approval - Motorola Solutions for In-building Distributed Antenna System in the new Police Department and Support building.

MEETING DATE: December 10, 2024

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of a contract with Motorola Solutions for In-building Distributed Antenna System in the new Police Department and Support building.

INFORMATION:

Consider approval of a contract with Motorola Solutions to provide and install a Distributed Antenna System (DAS) to support the City of Roanoke Police Department. This system solution will provide communications as required by the Radio System Operator to locations that have insufficient RF signal for adequate two-way communication.

The proposed in-building DAS will provide communications through the radio system to be utilized by the City of Roanoke.

STAFF RECOMMENDATION:

Approve the contract with Motorola Solutions for in-building Distributed Antenna System in the new Police Department and Support building.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The contract is for a total of \$99,666.91, which includes providing and installing a Distributed Antenna System (DAS), as well as using the recently installed active equipment at the current police department and providing additional active and passive equipment, installation, and testing necessary to provide coverage for the City of Roanoke.



AGENDA ITEM

ATTACHMENTS:

1. DAS.BDA Roanoke PD Proposal (1) (1)



MOTOROLA SOLUTIONS

City of Roanoke

Motorola Solutions In-building Distributed Antenna System

New Police Department and Range

October 31, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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October 31, 2024

Re: Proposal for Motorola Solutions In-building Distributed Antenna System (Proposal)

Per your request, Motorola Solutions, Inc. (Motorola) is pleased to present this comprehensive proposal to provide and install an Distributed Antenna System (DAS) to support City of Roanoke Police Department. This system solution will provide communications as required by the Radio System Operator to locations that have insufficient RF signal for adequate two-way communication.

The proposed in-building DAS will provide communications through the radio system to be utilized by City of Roanoke.

The Motorola Customer Support Manager (CSM) will be assigned to work with City of Roanoke personnel to develop a timeline for project completion. Motorola anticipates that it will take approximately ten (10) to twelve (12) weeks after receipt of the order to install and test the proposed system. Much of this time is required to obtain the material for the project.

Motorola's quote includes using the recently installed active equipment at the current Police Department and provide additional active and passive equipment, installation, and testing necessary to provide coverage to City of Roanoke is listed below.

Services	Amount	Total
Roanoke PD and Range Contract: DIR-TSO4101	\$99,666.91	\$99,666.91

Taxes are included as a separate line item on each invoice unless the appropriate tax exemption certificate or number is provided with the purchase authorization. Freight is included in the material price.

Motorola provides professional in-building coverage solutions including project management and installation services. The proposed system and services listed in this proposal will restore the existing solution for your in-building radio coverage needs.

I hope this information meets your needs. Please feel free to call me at 469-263-5292 with any questions or comments regarding this proposal. Thank you for your time and consideration. We look forward to working with you in the near future.

Sincerely,

Jonathan Castilaw

MR Account Executive

MCA

M: 469.263.5292

E: jonathancastilaw@callmc.com

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Section 1

System Requirements

This section of the proposal defines requirements for the system design and implementation of the requested in-building coverage system. This system is designed to improve the signal coverage at the Roanoke Town Hall.

1.1 Frequencies

770.10625	770.53125	771.15625	771.85625	772.60625	773.65625
854.6125	856.2875	857.2875	858.2875	859.2875	

1.2 Coverage Criteria

95% coverage throughout the facility with 99% coverage in AHJ defined critical areas.

Coverage defined by either Grid Testing or DAQ 3.4 as required.

1.3 Definitions

DAQ 3.4

- Speech understandable with repetition only rarely needed.
- Some Noise Distortion.

Note

The generally accepted industry standard for public safety radio systems is 95% criteria for coverage within a building at a minimum of DAQ 3.4 as defined above.

Section 2

System Description

2.1 Overview

Motorola proposes this cost-effective solution to meet the system requirements stated in Section 1 of this proposal. This section gives an overview of a typical coaxial in-building DAS that will be installed to provide adequate in-building RF coverage for the City of Roanoke Facility.

Motorola will provide all engineering, project management, materials, installation, testing and documentation necessary to provide a fully operational in-building DAS. Utilizing the existing wide area coverage system, the proposed in-building DAS will restore coverage to the building(s) identified in Section 1.

2.2 System Specifications

All of the specifications listed throughout this section comprise the majority of equipment used in an in-building DAS. The in-building DAS specifications for this proposed system are listed below.

System Parameter	Specification
Coverage Performance	95%
Frequencies	800
Primary Donor Site Name	City of Roanoke
DAS System Type	BDA
Impedance	50 Ohms
Donor Antenna Type	Directional
Coverage Antenna Type	Omni
UPS Backup Power	12 Hour

CriticalPoint™ Version 3 / Next Generation Public Safety Solution

Public Safety 700/800MHz Class A/B 27/33dBm Bi-directional Amplifier and Battery Backup Unit

Public Safety Standards Compliance

- Complies with IFC / NFPA / UL2524
- FCC Class A: **PX8RX78V2F-A**
- UL 2524 Standard Certified – SGS Certificate No.: **DSS_SGSNA_23_GZ_00028**
- UL50E Type 4 / NEMA 4 enclosure for BDA / BBU

Bi-directional Amplifier

- Supports P25 P1/P2, digital and conventional analog communications simultaneously
- Built-in cavity filtering to protect the unit from interference from FirstNet Band 14 and other neighbor bands
- Up to 64 channels per band on single band models; up to 96 channels shared across bands on dual band models (maximum of 64 on individual band) (Class A)
- Channelized (Class A) / Wideband Auto Level Control (ALC) supported
- Downlink and Uplink squelch supported
- NetProtect™ Uplink PA shutdown during no traffic periods to minimize noise being introduced to the network
- Built-in mandatory isolation test to prevent BDA oscillation
- Auto shutdown with alarm upon oscillation detection
- Expandable to 700/800MHz V3/NG fiber system
- Web based GUI for intelligent configuration, SNMP supported
- Integrated Battery Charger Unit, Comba BBU V2 / BBU V3/NG supported
- NFPA / IFC / UL 2524 compliant dry contact alarms and built-in visual / audio annunciator
- Additional external Comba Annunciator Panel supported



Battery Backup Unit

- Optional dedicated Battery Backup Solution for BDA V3/NG platform
- Powered by Lithium Iron Phosphate (LiFePO4) batteries
- Provides 12 hours backup time with 30AH battery option
- Provides connections for EPO (Emergency Power Off) switch
- Provides AC convenience outlet inside BBU



2.3 How a DAS Works

A DAS is a network of antennas that sends and receives Public Safety or Land Mobile Radio (LMR) licensed frequencies throughout a building or a structure, thus improving voice and data connectivity for end-users.

In its most simplified form, a DAS has two basic components:

A Signal Amplifier

A Distributed Antenna System, as the name implies, “distributes” signals, but it generally does not generate the Public Safety or LMR signal itself. A DAS needs to be fed signals from an RF Source. Whether it is Public Safety or LMR, there are two typical signal sources: off air (via an antenna on the roof) connected to a Bi-directional Amplifier (BDA), or an on-site Base Transceiver Station (BTS) with an approach that drives a coaxial distribution system.

Distribution System

Once received, the Public Safety or LMR signal must be distributed throughout the building. The signal distribution is accomplished by a network of coax cable, passive devices and service antennas that are connected to the RF sources to provide the required radio coverage.

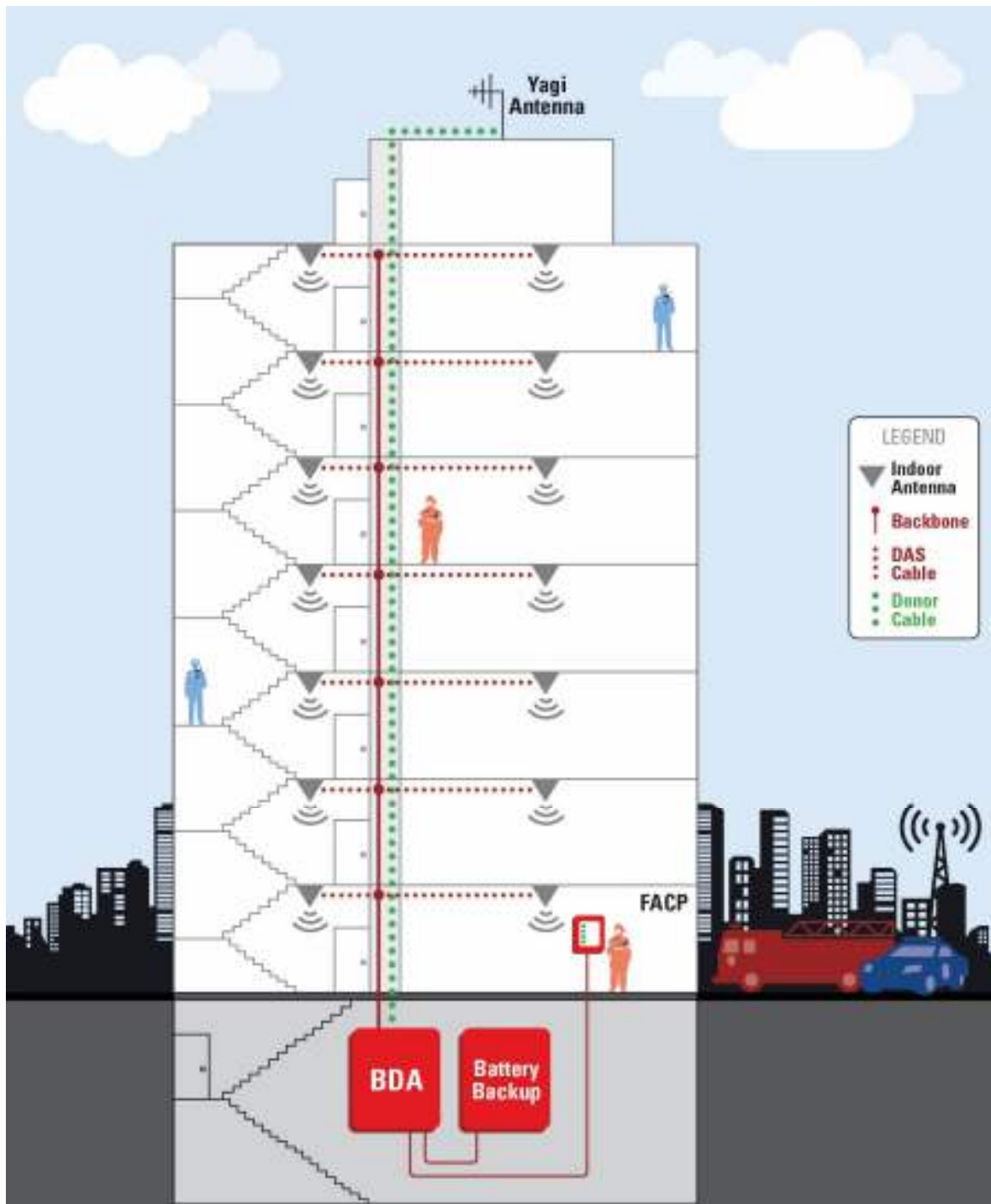
Performance

System Description



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A distributed antenna system's performance depends on the type of technology it uses. To understand what we mean by "performance," we first need to understand the two main performance metrics: coverage and Digital Audio Quality (DAQ).



2.4 Procedures

Motorola follows established guidelines for successful completion and documentation of installation.

R56 Standards

All installations performed by Motorola or a Motorola-authorized contractor follow the published Motorola R-56 Standard. The R-56 standard is the standard related to RF communication site construction and installation practices. Much of Motorola R-56 Standard is similar to National Electrical Code (NEC) and National Fire Protection Association (NFPA) codes with an extra emphasis on wireless industry standard installation and engineering best practices.

Acceptance Test Plan

Once the DAS installation is complete, Motorola technicians will properly align and optimize the system. Once aligned and optimized, the Motorola technicians will verify signal coverage by measuring the control channel using an Anritsu Field Spectrum Analyzer. Once satisfied with the levels, Motorola will request a Motorola Solutions, Inc. radio to pre-talk test for the system prior to the formal Acceptance Test Plan (ATP). If any existing faults are found with the current lines, antennas, splitters, tappers, couplers, jumpers, or connectors those services will be completed at time and materials and/or a separate SOW document will be created.

After the Motorola technician confirms that the DAS coverage will perform to the contractual requirement, a test of the coverage area will be conducted. In order to complete this test, a floor plan of the facility must be provided. To conduct the formal ATP, two radios in good operating condition with spare batteries will be required. Test calls on each floor of the building will be made to a dispatch person or to a person in a known good coverage location outside of the facility being tested. A sample ATP document containing specific details will be available upon request.

Once the ATP is conducted and the system commissioning is completed, a sign off sheet will be provided for formal system acceptance. Once the system is accepted in writing, the one (1) year warranty period on workmanship begins.

Final Documentation

At the end of the installation and upon system acceptance, a set of detailed “as-built” or record of the BDA used will be provided in electronic format (available in AutoCAD or PDF). These drawings will provide exact locations of all of the radio system equipment that has been installed during this project. The drawings will contain all of the BDA alignment parameters of the installed system.

Section 3

Pricing Summary

The following table reflects the “turnkey” pricing for the proposed equipment and services for the City of Roanoke project.

DAS Equipment and Services Summary

City of Roanoke Project	Total Price
Implementation Services – Includes Engineering, removal of existing active system, all installation, inclusive of optimization and testing, and warranty support.	
Total DAS Equipment and Services – City of Roanoke Police Department and Range Contract: DIR-TSO4101	\$99,666.91

Section 4

Statement of Work

4.1 Introduction

This Statement of Work (SOW) describes the deliverables to be furnished for City of Roanoke, and the tasks to be performed by Motorola, its subcontractors, and by City of Roanoke in order to implement the solution detailed in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

Motorola is proposing the removal of the existing fiber based Class B Das. The new Class A BDA will not only better enhance coverage in the Town Hall, but will also meet current code requirements.

This document delineates the general responsibilities between Motorola and City of Roanoke.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other change orders that may occur during the execution of the project. If there are changes to the Statement of Work, those changes must be reflected in this SOW before becoming binding on either Party. This SOW will be an Exhibit to the Contract negotiated between Motorola and City of Roanoke. After contract execution, changes to the SOW must be made through the formal contract change order process as set forth in the Contract.

4.2 Assumptions and Key Considerations

Motorola has based the system design on information provided by City of Roanoke and an analysis of system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to City of Roanoke, a revised proposal with the necessary changes and adjusted costs may be required, for mutual agreement between Motorola and City of Roanoke. Changes to the equipment or scope of the project after contract may require a change order.

- City of Roanoke will be responsible to ensure that all required connectivity/backhaul will be in good working condition, prior to installation. City of Roanoke retains ownership for meeting all connectivity requirements.
- Any required system interconnections not specifically outlined here will be provided by City of Roanoke. These may include dedicated building fiber, an alarm panel connection or other types of connectivity.
- Any loading and/or structural analyses or facility upgrade requirements to support the proposed DAS solution and associated antenna mounting structures will be the responsibility of City of Roanoke.
- Unless specifically stated otherwise herein, this estimate does not address modifications, upgrades, reprogramming or repairs to any existing equipment; site civil work; tower

construction; or other building installations or renovations that may be required to prepare the sites for equipment installation.

- Motorola solutions and its subcontractors recognize that there may be delays in the project caused by restrictions imposed as a result of the COVID-19 pandemic. We will use best efforts to meet the proposed period of performance, but schedule delays that are a result of site closures, travel restrictions, mandatory quarantines or other ramifications of the pandemic may require a contract modification to incorporate revisions to the program schedule and compensation for additional costs incurred as a result of the delays.
- Motorola Solutions will not be responsible for work delays caused by inclement weather, third-party equipment deliver, third-party vendors, site deficiencies, or delays caused by the Government such as connectivity or federally approved frequencies. Any delays shall result in the Government having to issue a change order to cover additional charges and/or a revised completion schedule.
- No structural modifications are needed to existing buildings, such as moving or constructing walls, doors, false ceilings or floors.
- Existing Heating, Ventilation and Air conditioning (HVAC) and lighting systems will not require upgrades.
- No enhancements to existing power systems will be required within existing buildings.
- Any building coring needed for transmission lines is not included.
- Any x-rays for vertical and horizontal cores, if needed, will be completed by City of Roanoke.
- City of Roanoke will be responsible to ensure that the equipment site(s) has adequate utility service, grounding, and adequate HVAC to support the proposed equipment.
- This design does not provide for an alarm connection to the Fire Alarm Control Panel (FACP).
- City of Roanoke will be responsible to ensure that the existing sites or equipment locations will have adequate AC electrical power in the proper phase and voltage, along with site grounding to support the requirements of the system described, adhering to local codes and ordinances to include local codes.
- City of Roanoke to provide the necessary 120 VAC, 20-ampere circuit(s) with duplex outlets that are required for each head-end signal booster, line amplifier or fiber optic equipment. These outlet(s) should be installed no more than five (5) feet from the enclosure in which the Signal Booster(s) will be installed. A building ground must be available within five (5) feet of the Signal Booster(s) location as well as the donor antenna location. A #2 AWG green ground wire from a recognized National Electric Code (NEC) ground source shall be provided within five (5) feet if a building ground is not readily available. These two items are the responsibility of the building owner.
- All existing sites or equipment locations will have sufficient space available for the DAS system equipment and cabling, as required/specified by Motorola R56 standards.
- City of Roanoke will provide building access and escorts as required to Motorola, Motorola contractor(s), and Motorola service partners, as applicable to complete the scope of the project.
- This proposal does not include the cost of any clean up (i.e. hazardous materials) or site improvements outside the scope of this project.
- No conduit is included for any cable or fiber installation. The design is based on plenum rated cables. If the Fire Department or Authority Having Jurisdiction (AHJ) requires cabling to be routed/housed in conduit, the customer can provide, or an additional quote can be requested, to include conduit in the installation effort.

- No spare equipment, components, or inventory is included in the price of this proposal.
- Motorola will perform 'sweep' tests of the new installed coax cabling and antennas.
- Motorola will not perform Passive Intermodulation (PIM) tests of the new installed coax cabling and antennas.
- Motorola will make every effort to minimize interference, but will not be responsible for any external interference, nor for interference between the Motorola-provided equipment and other City of Roanoke Facility equipment. Should the system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Design and pricing are based on the documentation provided by City of Roanoke. Any changes outside of Motorola control requiring modifications to the design or changes in construction may result in a change order.
- The design proposed in this proposal was based on the RF environment and information gathered at the time of proposal generation. If, for any reason, the RF environment changes or information is found to be incorrect, Motorola reserves the right to reassess the design requirements and re-quote the proposed system.
- All Motorola and its contractors work is planned to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m., local time of the facility location. Work performed outside standard working hours should be communicated prior to commencement of work and approved by both Motorola and City of Roanoke authorized representatives.
- If, for any reason, any of the proposed existing sites or equipment locations cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be reviewed by Motorola and subject to change order and additional charges.
- Motorola certified contractors and service partners are empowered and capable of performing work on-site autonomously, without the direct oversight/on-site presence of the Motorola Project Team. This proposal does not include Motorola accompanying contractors and/or service partners while contracted to perform work to fulfill the scope of the proposal. If City of Roanoke requests that Motorola employees be present, on-site, for a portion of or all contractor and/or service partner activity, the request will be reviewed by Motorola and subject to change order and additional charges.
- If for any reason, City of Roanoke requires specific subcontractors to be used on this project other than Motorola approved or certified subcontractors, City of Roanoke is solely responsible for said subcontractor work performance and day-to-day management. The use of additional and/or non-Motorola certified subcontractors may result in a change order and additional charges.
- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work.
- Any permits required for this project must be obtained by City of Roanoke prior to commencement of installation. Any applicable local, State or Federal permits required for the installation and operation of the proposed equipment are the responsibility of City of Roanoke.
- Pricing estimate provided by Motorola Solutions is only valid for 180 days from the submission date of this proposal.

- Motorola Solutions is experiencing shipment delays which may impact the delivery of equipment being proposed. The delays are a result of a global supply chain shortage of certain components critical to the equipment proposed. We will work diligently to minimize any delays.

4.3 System Installation

4.3.1 Install DAS Equipment

Motorola Responsibilities

- Remove existing DAS to be installed at The New Police Department.
- Install system existing active equipment as specified by the Equipment List, System Description and system drawings.
- Bond the supplied equipment to the site ground system in accordance with Motorola's Standards and Guidelines for Communication Sites (R56).

Interference

- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the local LMR Public Safety System (PSS) system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

City of Roanoke Responsibilities

- Provide secure storage for the Motorola-provided equipment at a location central to the sites. Motorola coordinates the receipt and inventory of all of the equipment with City of Roanoke designated contact.
- Provide access to the sites, as necessary.

Completion Criteria

- DAS Equipment installation completed and ready for optimization.
- All DAS equipment installed and accepted by the City of Roanoke.

4.4 System Optimization

4.4.1 Optimize DAS System

Motorola Responsibilities

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Motorola and its subcontractors optimize the BDA.
- Verify communication interfaces between devices for proper operation.

- Include 'Sweep' test for the antenna system for optimized performance and identify potential anomalies.
- Test features and functionality to ensure that BDA equipment is optimized in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR.

City of Roanoke Responsibilities

- Provide access/escort to the sites.
- Provide radio equipment (i.e. loaner radios) as needed for testing and optimization.

Completion Criteria

- System DAS Equipment optimization is complete.
- System optimization is completed. Motorola and City of Roanoke agree that the equipment is ready for audit and acceptance testing.

4.5 Audit and Acceptance Testing

4.5.1 Perform R56 Audit

Motorola Responsibilities

- For only BDA installation, Perform R56 site installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report for commissioned BDA to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites.

City of Roanoke Responsibilities

- Provide access/escort to the sites.
- Witness tests (if desired).

Completion Criteria

- All R56 audits completed successfully.

4.5.2 Perform Equipment Testing

Motorola Responsibilities

- Test BDA components of the system to verify compliance to the equipment specifications.
- Does not include If any existing faults are found with the current lines, antennas, splitters, tappers, couplers, jumpers, or connectors those services will be completed at time and materials and/or a separate SOW document will be created.
- Repeat any failed test(s) once Motorola (or City of Roanoke) has completed the corrective action(s).
- Prepare documentation of BDA tests to be delivered as part of the final documentation package.

City of Roanoke Responsibilities

- Witness tests, as desired.
- Supply sample subscribers to perform component testing, as needed.

Completion Criteria

- Successful completion of equipment testing.

4.5.3 Perform Functional Testing

4.5.3.1 Commencement of Acceptance Testing

Motorola will provide a set of objective criteria designed to test the functionality of the System once the System is implemented and ready for acceptance (Acceptance Test(s)). Acceptance Tests shall commence in accordance with a mutually acceptable schedule (Acceptance Test Plan). System testing will occur only in accordance with the Acceptance Test Plan.

4.5.3.2 System Acceptance

System acceptance will occur upon successful completion of the Acceptance Tests (System Acceptance). Upon System Acceptance, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, acceptance of the individual subsystem or phase will occur upon the successful completion of the Acceptance Tests for the subsystem or phase, and the parties will promptly execute an Acceptance Certificate for the subsystem or phase. If City of Roanoke believes the System has failed the completed Acceptance Tests, City of Roanoke will provide to Seller a written notice that includes the specific details of the failure. If City of Roanoke does not provide to Seller a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or subsystem acceptance, but will be corrected according to a mutually agreed schedule.

4.5.3.3 Beneficial Use

City of Roanoke acknowledges that Seller's ability to perform its implementation and testing responsibilities may be impeded if City of Roanoke begins using the System before System Acceptance. Therefore, City of Roanoke will not commence using the System for its own benefit (Beneficial Use) before System Acceptance without Seller's prior written authorization, which will not be unreasonably withheld. Seller is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, City of Roanoke assumes responsibility for the use and operation of the System.

4.5.3.4 Final Project Acceptance

Final project acceptance will occur after System Acceptance when all deliverables and other work have been completed. When final project acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Motorola Responsibilities

- Verify the operational functionality and features of the replacement BDA supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to City of Roanoke for review.
- Resolve any minor task failures before Final System Acceptance.

City of Roanoke Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- City of Roanoke approval of the functional testing.

4.5.4 Perform Coverage Acceptance Test Plan

Motorola Responsibilities

- Perform Coverage Acceptance Test Plan (CATP). The coverage area will be limited and reflect an agreed upon sampling of the City of Roanoke Facility service area to validate coverage performance.
- Document all issues that arise during the CATP.
- Submit validation report within the agreed period.

City of Roanoke Responsibilities

- Review CATP content for approval prior to the start of the tests.
- Provide the required number of radios and staff resources to participate in and witness the sample coverage validation.
- Review the sample coverage results report in a timely manner.

Completion Criteria

- Successful completion of the CATP validation process.

4.5.5 System Acceptance Test Procedures

- City of Roanoke approves the completion of all the identified tests within the CATP.

4.6 Finalize

4.6.1 Cutover/Go-live Event

Motorola Responsibilities

- Motorola and City of Roanoke develop a mutually agreed upon cutover/go-live plan based upon discussions held during the CDR.
- During cutover/go-live event, follow a written plan and implement the defined contingencies, if required.
- Conduct meeting(s) with user group representatives to address both how to mitigate technical and communication impact to the users during cutover/go-live, and during the general operation of the system.

City of Roanoke Responsibilities

- Attend cutover/go-live meetings and approve the plan.
- Notify the user group(s) affected by the cutover/go-live event (date and time).
- As applicable, conduct a roll call of all users working during and/or after the cutover/go-live event, in an organized and methodical manner.

Completion Criteria

- If the new equipment/system is intended to replace an existing radio system, successful migration from the old system to the new system.

4.6.2 Resolve Punch List

Motorola Responsibilities

- Work with City of Roanoke to resolve punch list items, documented during the CATP phase, in order to meet all the criteria for final system acceptance.
- City of Roanoke Responsibilities

Assist Motorola with resolution of identified punch list items by providing support such as access to the sites, equipment and system support, and approval of the resolved punch list item(s).

Completion Criteria

- All punch list items resolved and approved by City of Roanoke.

4.6.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a City of Roanoke Facility Support Plan detailing the warranty and any post warranty support, if applicable, associated with the Contract equipment.

City of Roanoke Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- All service information has been delivered and approved by City of Roanoke.

4.6.4 Finalize Documentation

Motorola Responsibilities

Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:

- Project Schedule
- Equipment Installation Elevation Drawing (rack or wall installation)
- Block Diagram
- Frequency Plan
- Coverage Maps
- Coverage Acceptance Test Plan

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents will be converted from the native format to Adobe PDF format for inclusion with the system documentation.

City of Roanoke Responsibilities

- Receive and approve all documentation provided by Motorola.

Completion Criteria

- All required documentation is provided and approved by City of Roanoke.

4.6.5 Final Acceptance

- All deliverables completed as contractually required.
- Final System Acceptance received from City of Roanoke.

4.6.5.1 System Functionality

Seller represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Seller is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Seller which is attached to or used in connection with the System or for reasons or parties beyond Seller's control, such as natural causes, the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage, the addition of frequencies at System sites that cause RF interference or intermodulation, or City of Roanoke changes to load usage or configuration outside the Specifications.

4.6.5.2 Equipment Warranty

For a period of twelve (12) months from the System Acceptance date or the date of Beneficial Use, whichever occurs first (Warranty Period), Seller warrants that the Distributed Antenna System (DAS or Infrastructure Equipment) listed on the final equipment list and provided by Motorola (DAS Equipment) under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within City of Roanoke's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

4.6.5.3 Exclusions to Equipment

These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification or adjustment not provided or authorized in writing by Seller; City of Roanoke's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

4.6.5.4 Warranty Claims

To assert a warranty claim, City of Roanoke must notify Seller in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Seller will investigate the warranty claim. If this investigation confirms a valid warranty claim, Seller will (at its option and at no additional charge to City of Roanoke) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Seller's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Seller may invoice City of Roanoke for responding to the claim on a time and materials basis using Seller's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Seller.

4.6.5.5 Original End User is Covered

These express limited warranties are extended by Seller to the original user purchasing the System for commercial, industrial or governmental use only and are not assignable or transferable.

4.6.5.6 Disclaimer of Other Warranties

THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Project Administration

4.7.1 Project Schedule

A detailed project schedule is integral to the management of the project and will be produced by the Motorola team to provide a timeline analysis for all phases of the project. A preliminary project schedule will be delivered in preparation of the Project Kick-off meeting and/or CDR. This schedule will be refined during the CDR phase of the project. The final project schedule will emphasize all milestones and the critical path, which is essential for the successful completion of the project. City of Roanoke and Motorola will mutually agree upon the final schedule.

The project schedule assumes no delays in securing any site access, or delays by City of Roanoke completing its responsibilities for this project. Any delays in work to be performed by City of Roanoke (e.g., site improvements) may impact the overall project schedule and may require a change order.

The Project Schedule will be drafted once the Kick-off Meeting is scheduled and expectations for project duration and completion are negotiated between City of Roanoke and Motorola.

Expedites, site readiness tasks and schedule strategy can be discussed between both parties to determine schedules on projects that have a target completion already identified, prior to Purchase Order.

If any existing faults are found with the current lines, antennas, splitters, tappers, couplers, jumpers, or connectors those services will be completed at time and materials and/or a separate SOW document will be created.

4.7.2 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both parties execute a written change order.

Section 5

Equipment List

5.1 Bill of Materials

	Description	Quantity
1	Public Safety UHF or 700/800MHz Fiber DAS 4-Port Optical Unit	1
2	Public Safety Critical Point NG 700/800MHz Dual Band, Class A, 2W Remote Unit, S1 configuration	1
3	Battery Backup Unit Critical Point NG, for BDA Critical Point NG only, LiFePO4 battery 60AH, ---	1
	Description	Quantity
5	1/2" FOAM HELIAX CABLE COMMSCOPE	250
6	1/2" PLENUM AIR ALUMINUM CABLE AND REEL	1530
7	Tapper, 5dB, 340-5850MHz, PIM -161dBc, N-F	8
8	Indoor Omni Antenna, Ceiling Mount, 698-2700MHz, V Pol, 360°, 2.0/4.0dBi, N Connector, ---	9
9	APL N Male Connector for 1/2" Annular	26
10	AXP N Male Connector for 1/2" Annular	2
11	Green THHN/THWN-2 Cable, 6 AWG, 19 Strand, 600V, Annealed Copper, PVC Insulation	10
12	25 Ft of Green SouthWire TelcoFlex IV Central Office Power Cable, 6 AWG, Class 1 Flexible Strand With Braid, LSZH, 600 Volts	4
13	Non Pen Roof Mount for mounting antenna masts 14" - 24" off walls.	1
14	High-Isolation Donor Antenna/ 698 MHz - 940 MHz / 16 - 16.7 dBi / 29.2 - 25.9 degree beam	1
15	1/2" Corr/Smthwll Snap-On Grnd Kit 45" Lead	1
16	DuraBlok DB10	23
17	Superstrut 2-in Universal Strut Pipe Strap	46
18	Jumper, NM/NM, 3FT, DC-6GHz, 0.141 Red Jacket, Plenum rated	9
19	Miroc Buss bar hardware kits allow all sizes of buss bars to be secured in virtually any application. Stainless Steel attachment hardware. Glass reinforced polyester insulators.	2

	Description	Quantity
20	Miroc 1/4" x 2" x 10" Indoor Copper Universal Ground Bar. 10 pairs of 7/16" holes over 7/16" x 5/8" slots (3/4" separation). Wall or tower mountable. Includes Galvanized angle adapter, Grounding bar, Insulators, Mounting brackets, Universal hardware.	2
21	Times Microwave Universal bulkhead/flange adaptor for mounting and grounding. Fo	1
22	Times Microwave Lightning and Surge Protection - 700-2700 MHz - DC Blocked Filter Coaxial Projection - N type (Female) / N type (Female). -160 dBc PIM rated. 750 Watts	1
23	Ventev Universal Angle Adapter w/insert for use with either snap-in or butterfly hangers. Two 3/4" holes. Stainless steel. Quantity = 1 (not 10 Pack).	2
24	Two 3/8" Hole Long Barrel Lug #6 AWG	2
25	Burndy Copper Compression Lug, 2 Hole, Long Barrel with 90 degree bend, 1/4"	1
26	Burndy Copper Compression Lug, 1 Hole wiLong Barrel, 1/4" Stud, 6AWG Telco Flex,	5
27	Burndy Copper Compression Lug, 2 Hole with Inspection Window, Long Barrel, 3/8" Stud, 6AWG (Code) Stranded & 30 (19) (Navy), 1" Stud Hole Spacing, Electro-Tin Plated, Brown, 600 Volt - 35 Kilo-Volt	4
28	Burndy Copper Compression Lug, 1 Hole wi6AWG Telco Flex, 1" Stud Hole Spacing,	1
29	Burndy Copper Compression Lug, 1 Hole wiLong Barrel, 3/8" Stud, 6AWG Telco Flex	3
30	Burndy Copper Compression Lug, 1 Hole wiInspection Window, Long Barrel, 3/8" Stu	1
31	Burndy 1-1/4" to 2", Water pipe Ground Connector, 1-1/4" - 2" Rod, Large, smooth	2
32	Harger Tin Plated 1 Bolt Connectors. 2" Square, 2 piece connector provides over 1-1/2" surface contact between conductors. Class II.	1
33	Power Phase 3/8" x 5' Black Thin-Wall Heat shrink Tubing. 5 ft. Black. Outdoor rated Polyolefin. Pre Shrink Inner Diameter 0.375". Recovered Inner Diameter 0.187". Shrink Ratio 2:1. Wire Size 6 AWG - 8 AWG (0.249" - 0.213")	1
34	Harger Tin Plated 1 Bolt Connectors. 2" Square, 2 piece connector provides over 1-1/2" surface contact between conductors. Class II.	1
35	Corrosion Preventative Compound 2 oz.	1

	Description	Quantity
36	4' x 4' x 3/4" Pyro-Guard 3/4 CAT PS1-09 Pressure Treated Southern Yellow Pine Plywood Sheathing	2
37	Panduit Cable Tie Mount, Adhesive, 1.12" x1.12" (28.5mm x 28.5mm), Black	1
38	"BRKT TIE DOWN REAR 6"" BLK" C468661	4
39	Thomas and Betts 3x2 Metal Junction Box. 1 Gang. Gangable. 2-1/2" Depth. Four 1/2" Side Knockouts. Two 1/2" Bottom Knockouts. Mounting Ears. Flush Mountable. Min Order Quantity = 50. Silver	1
40	Emerson - N type Female to N type Female adaptor	1
41	2 Pack Home Depot 1-1/4 in. Rigid Plastic Insulated Bushing	1
42	Heyco 0.5" (0.17" - .45") Strain Relief Cord Connector / Grommet. Black Nylon 6/6 with TPE Sealing Gland. UL Listed.	4
43	GRC 10-ft Rigid Metal Conduit (2" RMC, 2.375" Outside Diameter, 2.083" Inside Diameter). RMC is galvanized and is for outdoor use only. UL Listed. 35 lbs.	1
44	JMA - 1/2" Right Angle Din Male for Super Flex Cable Weather Protection System and WPS-DF for Din Female antenna Port. Designed to provide an additional layer of protection against corrosion caused by prolonged exposure to environmental factors found in the atmosphere such as moisture, salts and abrasive particles.	1
45	2 Pack Home Depot 1-1/4 in. Rigid Plastic Insulated Bushing	1
46	Sigma Electric ProConnex 1-in EMT/Rigid Conduit Hanger	24
47	(100 Pack) 3/4" x 18" Velcro FR/UL ONE-WRAP Back-To-Back strap. 18" straps / 150 ft roll / Plenum Rated. 0.25 lbs per peel strength. Plenum Rated. Color = Cranberry. For indoor use only. For use on backboards and 19" racks.	1
48	8-in x 2-in x 16-in Solid Cap CMU Concrete Block	16
49	Kit for donor antenna monitoring, including 2 x Bias T, BNC terminator, BNC to twin-lead adaptor, RX-7W22 BDA/RH-7W22 fiber DAS accessory	1
50	6 Fiber Splice Tray, Heat-Shrink fusion splices, Duplex, Connector=None	1
51	Wall Splice Housing, accomodates up to 16 Category 2S, 2R, or 2A splice trays. 0.2-In Trays.	1
52	6 Fiber Splice Tray, Heat-Shrink fusion splices, Simplex, Connector=None. 0.2-In Width. Type 2R.	1
53	BIF SMF SX, SC/APC to SC/APC, 2.0mm, OFNP, jumper 1M	2

	Description	Quantity
54	**Not for Donor use nor Head End use** Miroc 1/4" x 2" x 6" Indoor Copper Universal Ground Bar. 5 pairs of 7/16" holes over 7/16" x 5/8" slots (3/4" separation). Wall or tower mountable. Includes Galvanized angle adapter, Grounding bar, Insulators, Mounting brackets, Universal hardware.	2



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Award bid for grounds and landscape maintenance.

MEETING DATE: December 10, 2024

DEPARTMENT: Parks

ITEM SUMMARY:

Consider approval to award bid for the annual contract for grounds maintenance to BrightView Landscaping Services in the amount of \$55,236.75.

INFORMATION:

The Roanoke Parks Department recently requested competitive sealed bids for the annual contract for grounds and landscape maintenance services. Six companies submitted bids. Based on the bids submitted, overall evaluation of the bids, and reference checks, staff recommends awarding the contract to BrightView Landscape Services. The contract will be for one year with three, one-year renewal options. The contract amount is for grounds and landscape maintenance of Fire Station #1, Roanoke Soccer Complex, Roanoke Community Center, Roanoke Recreation Center, Oak Street, Parish Street, Lamar, Rusk, and Main Street Parking Lots, and Austin Street Plaza. The contract allows for changes in frequency of services as well as additions and/or deletions from the original contracted areas and costs associated with the maintenance of those areas as additional properties either come on or offline due to changes in scope of work or future development in our city.

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The contract amount for grounds and landscape maintenance will be expensed from the mowing contract approved in the FY 2025 budget.

ATTACHMENTS:



AGENDA ITEM

1. Bid Tabulation - Grounds Maintenance Services

City of Roanoke, Texas REQUEST FOR BID – GROUNDS MAINTENANCE SERVICES

COMPANY

TOTAL BID AMOUNT

Brightview Landscape Services, Inc.	\$55,236.75
Perfect Finish Landscaping	\$86,658.00
The Lawn Firm, Inc.	\$115,080.00
Hoyer's Home, Lawn and Garden	\$135,450.00
SRH Landscapes	\$176,175.00
OGH Maintenance	\$474,600.00

All bids received and opened at 2:00pm on November 14, 2024



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: EM Camera Vendor Selection.

MEETING DATE: December 10, 2024

DEPARTMENT: Fire

ITEM SUMMARY:

Consider approval of proposal and select Wireless CCTV as the provider for the purchase of Roanoke Emergency Management Camera Trailers.

INFORMATION:

Emergency Management Camera Trailer Vendor Selection

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The current budget allocation for a single camera is \$50,000. This proposal recommends the purchase of two cameras at a total cost of \$63,000. The police department has confirmed that they can absorb the \$13,000 budgetary difference within their existing funds, enabling the acquisition of both cameras.

ATTACHMENTS:

1. Roanoke Emergency Management TX Trailer Purchase 11052024 (1)

WIRELESS CCTV

Proposal for Roanoke Emergency Management Trailer Purchase



Prepared for: **Jeff Williams**
Amanda Meneses

Prepared by: **Kiiler Stephens**

Date: **Nov 05, 2024**

851 International Parkway, Suite 140
Richardson, TX 75081

Tel **469-799-2026**

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1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device.

Why WCCTV?

Benefits of working with WCCTV include:

- Products specifically engineered for cell networks
- 20 years' experience in mobile video surveillance
- Verizon LTE-certified
- Plug and play out of the box
- Full network and hardware support
- One point of contact for support service
- Dedicated support functions: reducing customer costs

All WCCTV units have the following standard features

- Verizon 4G Certified
- 4G LTE Capable
- Wi-Fi Capable
- Environmentally tested
- 110v or 12v Power Options (Shore Power or Solar)
- Edge Recording (up to 8Tbyte)
- Video Analytics*
- HeartBeat Diagnostics*

Wireless CCTV's Mini Dome systems provide the user with complete flexibility and portability. The WCCTV Mini Dome is available with a range of different cameras designed to suit all deployment and budgetary requirements. The systems can be deployed in any location and are ideal for rapid installation and temporary surveillance applications.

2. Solutions and Systems Overview

WCCTV Pole Camera Range

Wireless CCTV's Pole Camera Range provides the user with complete flexibility. The Range takes the standard WCCTV feature set and integrates a selection of industry leading PTZ camera options designed to suit all deployment and budgetary requirements.

The system can be deployed in any location and is ideal for rapid installation and temporary surveillance applications.

WCCTV 4G IR Mini Dome

WCCTV's 4G IR Mini Dome is a rapid deployment pole camera specifically designed for mobile video surveillance applications. The system delivers live and recorded high-definition images via 4G LTE networks.

Standard Features

4G LTE

Range 300ft Illumination

4TB HDD

Video Analytics

Universal Mount

Smart Switch

15ft Power Cord

Options

Up to 8TB HDD SSD

Up to 3 Additional Cameras

4G LTE Data-plans 50GB & 300GB

Up to 3 Additional Cameras

Solar Trailer



WCCTV 4G IR Mini Dome +

WCCTV's 4G IR Mini Dome + is a rapid deployment pole-mounted security camera specifically designed to deliver HD mobile video surveillance via 4G LTE with built-in auto-tracking capability.

Standard Features

4G LTE

Auto-tracking

Range 650ft Illumination

4TB HDD

Video Analytics

Universal Mount

Smart Switch

15ft Power Cord

Options

Up to 8TB HDD SSD

Up to 3 Additional Cameras

4G LTE Data-plans 50GB & 300GB

Up to 3 Additional Cameras



WCCTV 4G Multi Sensor Dome

The WCCTV 4G Multi-Sensor Dome is a rapid deployment pole camera that provides multidirectional video surveillance utilizing 4G LTE video transmission.

Standard Features

4G LTE

360° IR Multi Sensor

4 Views From One Device

4TB HDD

Video Analytics

Universal Mount

Smart Switch

15ft Power Cord

Options

Up to 8TB HDD SSD

Up to 3 Additional Cameras

4G LTE Data-plans 50GB & 300GB

Up to 3 Additional Cameras



WCCTV Surveillance Trailer Range:

The WCCTV Mini Dome Solar Trailer is an autonomously powered mobile video surveillance unit that can be rapidly installed at practically any location.

Standard Features
20ft Manual Mast
800AWP
Secure Battery Enclosure
4 Camera Bracket
Tilting Draw Bar
2 Camera Bracket set
110V Power Outlet
6 minute install
Options
750w & 1500w Solar Array
Fuel Cell Remote Recharge
Tilting Draw Bar
Voice Down Audio Warning System



WCCTV Secondary Cameras

The WCCTV Pole Camera range offers the ability to add a secondary camera, whether this be a WCCTV 4G IR Mini Dome, 4G IR Mini Dome + or Multi-Sensor Dome.

4G IR Mini Dome



4G IR Mini Dome +



Multi Sensor Dome



3. WCCTV Service

Base Services

Every WCCTV Product comes complete with a Service Package.

The suggested solution includes a service plan with the services below:

Standard Features
Camera Warranty
Trailer Maintenance**
Video Analytics License
Onsite Install (Surveillance Trailers) *
Remote Install (Pole Cameras) *
Remote Training**
Heartbeat Diagnostics***
Smart Switch Management
Remote Tech Support
Remote Footage Retrieval****
Options
Data Plan options: 50GB, 300GB, or COA Options 1 year, 3 years, and 5 years
Data Plan length: 1 year, 3 years, and 5 years
Renewal options length: 1 – 5 years

*Must be prebooked with WCCTV Service team minimum 48 hours' notice

**Must be prebooked with WCCTV Service team minimum 5 days' notice

***Client must request upload of device onto WCCTV Heartbeat / system must have SS device to qualify

****Maximum 1 Hour of footage download per month

Extended Service Plans

You may choose an extended service plan in addition to the Limited Warranty, which is subject to the ESA Terms (defined below)

Options
WCCTV Primary MiniDome ESA (With or Without Airtime): 1 year, 3 years, and 5 years
WCCTV Solar Trailer ESA: 1 year, 3 years and 5 years

*Pricing excludes sales tax at the prevailing rate.

4. Price

WCCTV Surveillance Trailer Range:

Please note: The Surveillance Trailer will be delivered at dock height. A forklift will be required on-site to lower the trailer to ground level. It is the customer's responsibility to furnish the forklift. However, WCCTV can deliver the trailer with a forklift for an additional fee.

Product selection:

OLM Items		
Description	QTY	Item Price
101-8111 - Net Box Box includes LED and Switch	2	\$3,190.00
GSA Items		
Description	QTY	Item Price
600-0018 - WCCTV 1 -PTZ Dome & 1- MS Dome, Solar Trailer, 4TB SSD, Net Box, Smart Switch, COA Plan, RV-55 Router, Remote Training, Heartbeat, Initial on-site training and setup support, 1 YR Warranty, Service, and Maintenance (Terms and conditions apply)	2	\$59,990.00
Shipping		\$750.00
TOTAL		\$63,930.00

*pricing excludes sales tax at the prevailing rate

Pricing based on GSA schedule 84 price list (contract number GS-07F-031DA)

5. WCCTV Heartbeat - Proactive Diagnostics

What does WCCTV Heartbeat detect?

Connection Issues: We will report if the connection to your WCCTV system fails or the system goes offline

Camera Failures: We can detect if a camera has developed a fault or has been tampered with.

Hard Disk Failures: We can detect any hard disk failures or if the system stops recording.

Recording Issues: Reports if the system records for less time than expected.

Time & Date Inaccuracy: Reports when the time is incorrect or tampered with.

6. Conditions of Business

BY ORDERING THE EQUIPMENT AND/OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

1. If you order any of the Equipment described above, you agree to purchase it at the prices set out above. If airtime is included with the Equipment, airtime in excess of the airtime set forth above shall be billed to you at standard rates in place at the time incurred, unless otherwise agreed to in a subsequent writing. If airtime is provided it shall be provided for a fixed term of 12, 24, 36, 48, or 60 months (the "**Fixed Term**"). Unless otherwise stated, if airtime is included, the pricing for airtime shall expire at the end of the Fixed Term of each piece of Equipment ordered. If airtime is included, the Fixed Term begins upon delivery of the Equipment and ends at the expiration of 12, 24, 36, 48 or 60 months after it begins, depending on which Fixed Term is agreed upon and ordered.
2. If airtime for the Equipment is purchased, the amount **Included Gigabytes**) are included in the price of the Equipment during the Fixed Term, which, as stated above, begins on the date the Equipment is delivered. You will receive monthly invoices indicating your gigabyte usage during the prior period only if you exceed the amount of your Included Gigabytes. After the Included Gigabytes are used, gigabytes will be billed at WCCTV's standard rates at the time the airtime is incurred (except as provided in Paragraph 4 below).
3. If airtime for the Equipment is initially purchased, after expiration of the Fixed Term, upon written request you may elect a rate plan for airtime that is available at that time for a new Fixed Term, at which time you will be provided with a new proposal. After the expiration of the Fixed Term(s) of the Equipment, WCCTV's standard rates shall apply until you properly cancel your service as provided in the Terms or until a new rate plan is agreed upon.
4. If airtime is purchased, the service and usage rates listed above shall only apply during the Fixed Term of the Equipment ordered. Such pricing cannot be guaranteed by WCCTV due to possible fluctuations in costs imposed on WCCTV by its service providers. However, if you have exceeded your Included Gigabytes and if WCCTV increases any overage usage rates that are specifically set out herein during the Fixed Term, you may cancel the service without incurring any additional Usage Charges (as defined in the Terms) by providing written notice within 30 days following notice of any increase and otherwise complying with the Terms.
5. All terms not defined herein shall have the same meaning as set forth in the Terms.
6. You are bound by and subject to Terms. The pricing information is provided to you herein. You acknowledge that you have received and read this proposal (including the pricing terms) and the terms and conditions herein and that you are bound by them even if you have not read them or signed a written agreement.
7. You acknowledge that the price you pay for the Equipment is not refundable and if service/airtime is provided, you may cancel only in accordance with the Terms. If airtime is provided, you may only terminate your obligations hereunder upon full compliance with the Terms. If airtime is provided, you acknowledge that you will remain liable for any outstanding charges for equipment usage activity not yet billed at the time of termination.
8. Pricing set out in the Proposal shall be valid for 30 days from the date of the Proposal. After that time, please contact WCCTV for current Pricing Detail.

7. Terms and Conditions

Wireless CCTV, LLC ("WCCTVYouTerms") with respect to the sale of certain equipment identified in the Proposal or in a purchase order issued by you and confirmed by WCCTV ("Equipment") and related airtime and other services identified in the Proposal (excluding services under any ESA) (the "Service"). At WCCTV's option the Equipment may be offered without airtime. These Terms ("Proposal") and are accepted by You upon placement of an order for Equipment, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties. If there is a conflict between the terms of the Proposal and these Terms, the Terms shall control. These Terms prevail over any general terms and conditions that may be affixed to your order regardless of whether or when You have submitted any purchase order or such terms. Fulfillment of Your order does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend these Terms.

Authorization

- 1.1 If You are an entity and not an individual, then the person accepting these Terms represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.
- 1.2 If You are an individual, You represent You are of legal age and have capacity to enter into these Terms.
- 1.3 You authorize WCCTV and its assigns to verify Your creditworthiness with a credit reporting agency at any time and to share information about Your performance hereunder with third-parties.

Order, Delivery and Equipment

- 2.1 WCCTV shall supply the Equipment to You at the price(s) specified herein, or otherwise agreed in writing by WCCTV.
- 2.2 WCCTV shall deliver the Equipment at its own risk to the Point of Delivery specified in the Proposal, or otherwise agreed in writing by You and WCCTV.
- 2.3 WCCTV shall use reasonable efforts to deliver the Equipment within a reasonable time, but it shall not incur any liability in the event of any delay.
- 2.4 Placement of Your order constitutes acceptance of these Terms and Your agreement to pay the prices set forth herein for the Equipment/Service ordered. If You issue an order for the Equipment, You acknowledge that such order constitutes Your acceptance of the Proposal and Terms and Your firm commitment to purchase the Equipment/Service ordered at the prices set forth in the Proposal (or as otherwise specified in writing by WCCTV). You may not modify these Terms or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these Terms.
- 2.5 You shall inspect the Equipment within such time as necessary to make a valid claim against the carrier for any damage incurred during transit and in no event more than three (3) days of receipt of the Equipment ("Inspection Period"). All Equipment shall be in good order upon release to the carrier. ALL CLAIMS FOR DAMAGE AND LOSS IN TRANSIT MUST BE FILED BY YOU AGAINST THE CARRIER CONSISTENT WITH THE SHIPPING POLICY.
- 2.6 You shall examine the Equipment within the Inspection Period and notify WCCTV if the Equipment is not in good working order at the time of receipt or is Nonconforming Equipment. You will be deemed to have accepted the Equipment unless You notify WCCTV in writing of any Nonconforming Equipment during the Inspection Period and furnish such written evidence or other documentation as reasonably required by WCCTV. "Nonconforming Equipment" means only the following: (i) product shipped is different than identified in Your purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- 2.7 If You timely notify WCCTV of any Nonconforming Equipment, WCCTV shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the Price for such Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by You in connection therewith. You shall ship, per WCCTV's instructions and WCCTV's expense and risk of loss, the Nonconforming Equipment to WCCTV's facility located at 851 International Pkwy, Suite 140, Richardson, Texas, 75081. If WCCTV exercises its option to replace Nonconforming Equipment, WCCTV shall, after receiving Your shipment of Nonconforming Equipment, ship to You, at WCCTV's expense and risk of loss, the replaced Equipment. YOU ACKNOWLEDGE AND AGREE THAT THE REMEDIES SET FORTH IN THIS CLAUSE 2.7 ARE YOUR EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING EQUIPMENT. EXCEPT AS PROVIDED UNDER THIS CLAUSE 2.7, ALL SALES OF EQUIPMENT TO YOU ARE FINAL, AND YOU HAVE NO RIGHT TO RETURN PURCHASED EQUIPMENT TO WCCTV.

Term: Cancellation of Service

- 3.1 If You purchase Equipment which includes airtime, You agree to the Fixed Term set forth in the Proposal as invoiced by WCCTV. The Fixed Term and any subsequent term are collectively referred to as the "Term". You are bound by these Terms for the full Term. You may cancel the Service for any reason by providing WCCTV with 30 days' notice, which cancellation will take effect on or before the beginning of the next billing cycle after the expiration of the notice period. IF YOU CANCEL SERVICE OR BREACH THE TERMS AND CONDITIONS BEFORE THE END OF THE FIXED TERM, YOU ACKNOWLEDGE THAT THE RESULTING HARM TO WCCTV IS EXTREMELY DIFFICULT TO MEASURE AND AGREE THAT WCCTV MAY RETAIN ALL FUNDS PAID FOR THE EQUIPMENT AND SERVICE, AS A REASONABLE ESTIMATE OF ITS DAMAGES. WCCTV's cost of providing the Service and Equipment is not incurred evenly over the Term. If You purchase Equipment which includes airtime, the pricing of the Equipment is based on the assumption that You will remain a customer for the Fixed Term and any subsequent Fixed Term that is later agreed upon. You agree that if You cancel during a Fixed Term, retention of charges paid is reasonable. If You purchase Equipment which includes airtime, after the expiration of a Fixed Term: (a) Your obligations will continue on a month-to-month basis; and (b) 30 days' written notice of termination is still required.
- 3.2 If WCCTV increases rates specifically set out in the Proposal during a Fixed Term, You may cancel the Service if You do so in writing within 30 days of the date of notice of a rate increase.
- 3.3 If You are a reseller of the Equipment, WCCTV may terminate its relationship with You immediately upon breach of any of these Terms (including but not limited to failure to pay) or upon thirty (30) days written notice for any reason whatsoever. Your obligation to pay for Equipment and Service already purchased shall continue regardless of termination.

Charges

- 4.1 You will pay all the charges for all usage of the Equipment, including, but not limited to, charges for data used in connection with the Equipment after delivery and any other charges for Service ("Usage Charges") as provided in Section 4.3 below. Certain usage charges may be included in the price of the Equipment, if stated in this Proposal and certain Usage Charges are not included in the price of the Equipment. Rates specified shall apply only during the Fixed Term, unless notified in writing by WCCTV of an increase. WCCTV may increase the usage rates at any time, as and when it deems appropriate, subject to Your rights to cancel as provided in Clause 3.2.
- 4.2 You will pay for all additional gigabytes in full gigabyte increments, with partial gigabytes rounded to the next full gigabyte.
- 4.3 You are responsible for Equipment charges (reflected in the Proposal, or otherwise provided by WCCTV in writing), Usage Charges, all applicable taxes, cancellation fees, late payment fees, shipping charges and other charges and fees (collectively, the "Charges") through the last day of the billing cycle following receipt of the required 30 days' notice of termination set out in Clause 3.1 above, whether or not You personally use the Equipment or gigabytes for which the Charges are imposed.
- 4.4 You shall pay all Charges invoiced by WCCTV within thirty (30) ("Due Date") of an invoice from WCCTV at the address identified on the invoice. Invoices that remain unpaid after the Due Date of the invoice are delinquent, and Service is subject to immediate suspension or termination. A late payment fee of \$5.00 or 1.5%, whichever is greater, may be charged on all delinquent accounts. In no event will any late payment fee exceed the highest lawful rate.
- 4.5 WCCTV may, at its option, issue invoices prior to the end of a billing period if Charges exceed \$500.00.
- 4.6 If You ask WCCTV for support, service, repair or training we will be entitled to charge You for such support, service or training in accordance with our then current price list.
- 4.7 YOU MUST NOTIFY WCCTV IN WRITING OF ANY DISPUTES REGARDING CHARGES WITHIN 15 CALENDAR DAYS OF RECEIPT OF THE FIRST INVOICE CONTAINING THE DISPUTED CHARGE OR THE RIGHT TO DISPUTE THE CHARGE WILL BE WAIVED.
- 4.8 After cancellation or termination of Service, You shall pay invoices issued to You for any and all Usage Charges incurred prior to cancellation or termination, whether or not WCCTV is aware of such charges at the time of cancellation or termination.
- 4.9 If You claim any exemption from any applicable taxes, You will only be entitled to such exemption after WCCTV receives acceptable documentation of entitlement to such exemption from You.

Forms of Payment: Credit Card Charges and Authorization

- 5.1 You may use the following forms of payment unless otherwise informed in writing by WCCTV: wire transfer, business check, money order, cashiers or certified check or credit card. If a credit card is used, the credit card may be charged the amount invoiced by WCCTV automatically upon generation of an invoice. You authorize WCCTV to charge the credit card for all charges incurred hereunder. Additionally, WCCTV may charge the credit card for Charges incurred prior to an invoice date if Charges exceed \$500.00 or any established credit limit, whichever is greater, during a billing period.
- 5.2 If a credit card is used, upon placement of the order and prior to incurring any Usage Charges, You ("Authorization Amount"). Determination of the Authorization Amount is in WCCTV's sole discretion, but is anticipated to be \$1,500.00. The Authorization Amount is considered temporary and is used to confirm validity of and availability of credit on the credit card in the estimated amount of future Charges.
- 5.3 If providing WCCTV with a credit card for payment, You represent that You are authorized to make charges on such account.

5.4 DEBIT CARDS ARE NOT AN ACCEPTABLE FORM OF PAYMENT. WCCTV disclaims any and all liability for any damages incurred by You as a result of using a debit card, including, but not limited to, NSF charges.

Equipment Use, Loss and Damage

6.1 Upon delivery to You, WCCTV will provide an onboarding session and instructional video links (Video Links").

6.2 You will use the Equipment in accordance with the onboarding session, video links and any manufacturer's instructions and/or specifications (collectively, the "Manufacturer's Instructions") and in no other manner. The Manufacturer's Instructions are incorporated in these Terms by reference. The Equipment shall be used only with the modem included with Equipment when delivered. You shall not remove or replace any modem contained in the Equipment, unless specifically authorized to do so in writing by WCCTV.

6.3 Unless otherwise agreed, ownership of the Equipment will transfer to You upon WCCTV's receipt of payment of the full price of the Equipment. Until ownership of the Equipment transfers to You, You

- 6.3.1 Effect any repairs or modifications to the Equipment;
- 6.3.2 Remove or interfere with any certification markers affixed to the Equipment;
- 6.3.3 Deface or add to the Equipment;
- 6.3.4 Allow any third-party to use of the Equipment;
- 6.3.5 Attempt to dispose of the Equipment or to grant any interest in the Equipment to any third-party; or
- 6.3.6 Sell the Equipment to a third-party.

6.4 You grant WCCTV, our agents and employees, an irrevocable licence at any time to enter into or onto any premises or land where the Equipment is or may be stored in order to inspect it, or, where Your right to possession has terminated, to recover it.

6.5 We shall be entitled to charge You the costs we incur in recovering the Equipment in accordance with this Clause.

6.6 In the event the Equipment is lost or stolen, You must notify WCCTV immediately and provide WCCTV with the internet protocol address ("IP Address") of the Equipment lost or stolen. You are responsible for all Charges incurred on the Equipment up to the time that the provider/carrier contracted by WCCTV to provide the Service disables the Equipment. If You do not or cannot provide the IP Address of the lost or stolen Equipment, Service cannot be cancelled, and You will continue to be responsible for all charges incurred on such Equipment.

6.7 If You purchased the Equipment and Service from anyone other than WCCTV, that company is obligated to provide You customer service and WCCTV is not.

Software

7.1 If the Equipment incorporates software owned by WCCTV we grant You a non-exclusive, non-transferable license to use that software as part of the Equipment and You must:

- 7.1.1 not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer our software or our software manuals without our express written permission; and
- 7.1.2 obey any additional license terms, if any, provided by us to You in relation to that software (including as part of the operating manuals relating to the Equipment).

7.2 If the Equipment incorporates third-party software licensed to us You must:

- 7.2.1 (subject to Clause 7.2.2) not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer that software or the software manuals; and
- 7.2.2 obey that third-party's license terms as shown in the third-party software and third-party software manuals.

7.3 You agree to indemnify WCCTV and hold WCCTV harmless against any liabilities WCCTV incurs whatsoever as a consequence of a breach by You of this Clause.

Limited Warranty, Disclaimer of Warranty, Limitation of Liability, Indemnity

Limited Warranty and Exclusions

8.1 WCCTV warrants to the original purchaser that the Equipment is free from material defects in material and workmanship for a period of 12 months following the date of delivery under normal use, subject to the requirements, exclusions and limitations stated herein (the "Limited Warranty"), which will be strictly applied.

- 8.1.1 **Timing.** WCCTV shall not be liable for a breach of this Limited Warranty unless: (a) You give written notice of the defective Equipment, reasonably described, to WCCTV within fifteen (15) days of the time when You discover or ought to have discovered the defect; (b) You include proof of purchase and proof of date of purchase (c) if applicable, WCCTV is given a reasonable opportunity after receiving the notice of breach of this Limited Warranty to examine such Equipment and You return such Equipment to WCCTV's place of business; and (d) WCCTV reasonably verifies Your claim that the Equipment is defective.
- 8.1.2 **Normal Use, No Repairs or Alterations:** This Limited Warranty covers only defects in the original components, and does not apply if the Equipment is modified, repaired or altered in any fashion or has been subjected to neglect, abuse, misuse, accident, overload or other unreasonable use, including failure to exercise reasonable care or perform necessary maintenance in the operation, transport and storage of the Equipment.
- 8.1.2 **Manufacturer's Instructions:** Failure to use Equipment in accordance with Manufacturer's Instructions.
- 8.1.3 **Exclusion of Components Warranted by other Manufacturers:** Components manufactured by a third-party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Equipment. WCCTV MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 8.1.4 **Compliance with Terms:** Charges being current and there being no breach of these Terms.
- 8.1.5 **Consumables:** This Limited Warranty does not cover any parts that require replacement or maintenance in the ordinary use due to normal wear and tear such as bake components, seals, bearings, etc.
- 8.1.6 **Rust, Scratches and Dents.** This Limited Warranty does not cover rust or scratches and dents at the time of purchase.
- 8.1.7 **Connectivity.** WCCTV is not liable for the performance of the Equipment (except as otherwise specifically provided in this Clause) or the operation of the network to which it is connected. You acknowledge that Service may be temporarily interrupted, delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

Disclaimer

8.2 WCCTV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICE.

Limitations

8.3 SUBJECT TO THE TERMS HEREOF, THE SOLE RESPONSIBILITY OF WCCTV UNDER THE LIMITED WARRANTY SHALL BE, IN WCCTV'S SOLE DISCRETION, TO EITHER (A) REPAIR OR REPLACE THE EQUIPMENT OR (B) CREDIT OR REFUND THE PRICE OF THE EQUIPMENT AT THE PRO RATA CONTRACT RATE PROVIDED THAT, IF WCCTV SO REQUESTS, YOU SHALL RETURN THE EQUIPMENT TO WCCTV CONSISTENT WITH CLAUSE 2.7.

8.4 THE LIMITED WARRANTY ON EQUIPMENT PROVIDED HEREIN IS LIMITED TO THE TERMS OF THIS CLAUSE AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT AS PROVIDED IN THIS CLAUSE, WCCTV DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, NONINFRINGEMENT AND THAT THE EQUIPMENT AND SERVICE WILL BE ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.5 IN NO EVENT SHALL WCCTV BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WCCTV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.6 WCCTV WILL IN NO EVENT BE RESPONSIBLE, NOR SHALL YOU MAKE ANY CLAIM AGAINST WCCTV, FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY, OR AT ALL, OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE), FAILURE OF THE SERVICE OR DEACTIVATION OF SERVICE PURSUANT TO THESE TERMS.

8.7 IN NO EVENT SHALL WCCTV'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY SALE OR PROPOSED SALE OF EQUIPMENT AND/OR SERVICES OR ANY EQUIPMENT AND/OR SERVICES SOLD TO YOU, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO WCCTV FOR THE EQUIPMENT AND SERVICES SOLD UNDER THE PURCHASE ORDER RELATING TO THE EQUIPMENT AND/OR SERVICES AT ISSUE.

GENERAL

8.8 The Limited Warranty contained herein gives You specific legal rights. You may also have other rights which vary from state to state.

8.9 You shall be solely responsible for and shall indemnify and hold harmless WCCTV against any and all claims, demands and liability, including reasonable attorneys' fees and expenses, arising as a result of Your ownership, possession, use, or misuse of the Equipment or the Service provided hereunder.

Termination

9.1 The use of the Equipment and all Service may be terminated or deactivated without notice by WCCTV upon any of the following events: (a) WCCTV has any reason to believe the Equipment was obtained by any misrepresentation or fraudulent means; (b) WCCTV has any reason to believe any modem on the Equipment has been tampered with; (c) WCCTV has any reason to believe the Equipment is or may be used for any illegal or improper purpose, or in violation of applicable laws; (d) a breach of any of these Terms including the payment terms; or (e) detection of unusually high usage, or possible theft or fraud. WCCTV may also terminate these Terms without any liability whatsoever in the event that Service is not available to WCCTV or becomes unavailable for any reason. No remedy of WCCTV shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

Intellectual Property

10.1 If, and only if, You are a reseller or distributor of the Equipment, WCCTV hereby grants You a royalty free, revocable, non-transferable limited license to use the trademarks associated with the Equipment (the "WCCTV Trademarks") for the limited purposes of marketing and sale of the Equipment and only to exercise Your rights and perform Your obligations under this Agreement in the territory specified by WCCTV. Such license shall be automatically revoked upon termination of the relationship between You and WCCTV.

10.2 You shall ensure that each reference to and use of any of the WCCTV Trademarks is in a manner approved in advance, in writing by WCCTV.

10.3 You shall not:

- 10.3.1 make any modifications to the Equipment or its packaging;
- 10.3.2 alter, remove or tamper with any WCCTV Trademarks, numbers, or other means of identification used on or in relation to the Equipment;
- 10.3.3 use any of the WCCTV Trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of WCCTV therein;
- 10.3.4 use in relation to the Equipment any trademarks other than WCCTV's Trademarks without obtaining the prior written consent of WCCTV; or
- 10.3.5 use any trademarks or trade names so resembling any trademark or trade names of WCCTV as to be likely to cause confusion or deception.

10.4 Except as provided in this Clause, You shall have no rights in any trade names or trademarks used by WCCTV in relation to the Equipment or of the goodwill associated therewith, and You hereby acknowledge that, except as expressly provided in this Agreement, You shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in WCCTV.

10.5 You shall take all such steps as WCCTV may reasonably require to assist the Manufacturer in maintaining the validity and enforceability of any WCCTV intellectual property during the term of this Agreement.

10.6 You shall return all relevant documentation and any copies of such documentation to WCCTV at Your risk (carriage paid) promptly on termination of your relationship with WCCTV or upon WCCTV's request.

10.7 You shall at the request and cost of WCCTV execute such registered user agreements or licenses in respect of the use of the WCCTV Trademarks as WCCTV may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this Agreement.

10.8 You shall not do or authorize any third-party to do any act which would or might invalidate or be inconsistent with any intellectual property of WCCTV and shall not omit or authorize any third-party to omit to do any act which, by its omission, would have that effect or character.

10.9 You shall promptly and fully notify WCCTV of any actual, threatened or suspected infringement of any intellectual property of WCCTV, and of any claim by any third-party that the Equipment, or its sale, infringes any rights of any other person, and You shall at the request and expense of WCCTV do all such things as may be reasonably required to assist WCCTV in taking or resisting any proceedings in relation to any such infringement or claim.

Notice

11.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV LLC, 851 International Pkwy, Suite 140, Richardson, TX, 75081

11.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

12.1 These Terms shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these Terms are subject to applicable foreign, federal and state laws and tariffs.

General

13.1 These Terms can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

13.2 The headings in these Terms are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

13.3 No waiver by WCCTV of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

13.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

13.5 Your rights and obligations under these Terms cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These Terms constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

13.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

13.7 If the performance of any part of these Terms by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

13.8 WCCTV may assign all or part of its rights or duties under the Terms without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the Terms without WCCTV's prior written consent. Subject to these restrictions, the Terms will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

13.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.

8. Extended Service Terms and Conditions

These Extended Service Agreement Terms and Conditions ("ESA Terms") provide for the repair or replacement necessary to correct certain material defects in material and workmanship in the Equipment for the ESA Term, subject to the requirements, exclusions and limitations stated herein, which will be strictly applied. Please review the ESA Terms in their entirety as they are not merely an extension of the Limited Warranty.

These ESA Terms are delivered with the Proposal and are accepted by You upon placement of an order for Equipment with an Extended Service Plan, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties ("ESA").

If there is a conflict between the terms of the Proposal and these ESA Terms, the ESA Terms shall control. These ESA Terms prevail over any general terms and conditions that may be affixed to your order regardless of whether or when You have submitted any purchase order or such terms. Fulfillment of Your order does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend these ESA Terms.

Definitions

- 1.1 Capitalized terms used, but not defined, herein shall be given the same meaning ascribed to them in the Terms.
- 1.2 The following capitalized terms shall have the meanings set forth below:

"Covered Component" means any component of the Equipment other than the Excluded Components, including batteries, solar panels, charging components, mechanical elements of the mast, and LED and brake lights.

"Deductible" means the fixed fee payable for an on-sight assessment of the Equipment. The Deductible shall be \$1,000 if the assessment takes place at a Service Location located in Texas or \$2,000 if the assessment takes place at a Service Location located in the Service Area (excluding Texas).

"ESA Term" means the term of the Extended Service Plan agreed by the parties, whether, one, three or five years, provided that the ESA shall terminate if you

"Excluded Components" means the structural elements of the trailer, consisting of frame, axel, mast, tow bar, stabilizers and tires.

"Failure" means the failure or inability of a Covered Component to perform functions for which it was designed to perform due to defects in material or workmanship under normal use. Failure does not include reduction in operating performance due to normal wear and tear.

"Service Area" means the 48 continental states of the United States of America.

"Service Location" means at WCCTV's option (i) a clean, secure, covered location with ready access to power provided by You for the assessment and any repair of the Equipment; or (ii) a service location designated by WCCTV.

Order

2.1 Placement of Your order constitutes acceptance of these ESA Terms and Your agreement to pay the prices set forth herein for the applicable Extended Service Plan. If You issue an order for the Equipment with an Extended Service Plan, You acknowledge that such order constitutes Your acceptance of the Proposal, Terms, the ESA Terms and Your firm commitment to purchase the Extended Service Plan ordered at the prices set forth in the Proposal (or as otherwise specified in writing by WCCTV). You may not modify these ESA Terms or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these ESA Terms.

WCCTV's Responsibilities

3.1 During the applicable ESA Term, (i) if applicable, the Limited Warranty shall be extended for the ESA Term; and (ii) WCCTV agrees to provide the services necessary to repair or replace any Covered Component that experiences a Failure within the Service Area. **WCCTV'S OBLIGATIONS HEREUNDER ARE SUBJECT TO THE SAME EXCLUSIONS, DISCLAIMERS AND LIMITATIONS APPLICABLE TO THE LIMITED WARRANTY WITH REFERENCES TO THE EQUIPMENT INCLUDING THE COVERED COMPONENTS.** WCCTV will make its initial assessment of the Equipment or Covered Component within 15 business days of receiving written notice of a Failure or asserted claim under the Limited Warranty. WCCTV shall cover the cost of technician's travel within the Service Area.

Your Responsibilities

4.1 All reasonable efforts will be made by You to facilitate a remote technical support by WCCTV

4.2 If it is determined that the malfunction of the Equipment or Failure is not covered by the Limited Warranty or this ESA, you will be charged and you agree to pay the applicable Deductible, plus the costs of any parts should You request WCCTV to repair the Equipment and WCCTV agrees to make such repairs.

Territory

5.1 The ESA applies to Equipment sold to You, and located in, the Service Area.

Assignment

6.1 The ESA is for the sole benefit of You and may not be assigned to a third-party without the express written consent of WCCTV.

Optional: Not Insurance

7.1 The ESA is optional. The Limited Warranty will apply in accordance with its terms, regardless of whether or not an ESA is purchased. The ESA is not an insurance policy. The ESA is not intended to be offered in any state or jurisdiction where such an offering is not authorized or is unlawful under applicable law and any such offering is void. Any provision of the ESA that is unenforceable under applicable law is excluded and the remaining provisions should be enforced without the unenforceable provision.

Notice

8.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV LLC, 851 International Parkway, Suite 140, Richardson, TX, 75081

8.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

9.1 These ESA Terms shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these ESA Terms are subject to applicable foreign, federal and state laws and tariffs.

General

10.1 These ESA Terms can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

10.2 The headings in these ESA Terms are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

10.3 No waiver by WCCTV of any breach of these ESA Terms shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

10.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

10.5 Your rights and obligations under these ESA Terms cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These ESA Terms constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

10.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

10.7 If the performance of any part of these ESA Terms is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

10.8 WCCTV may assign all or part of its rights or duties under the ESA Terms without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the ESA Terms without WCCTV's prior written consent. Subject to these restrictions, the ESA Terms will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

10.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Lease agreement between Denton County and City of Roanoke

MEETING DATE: December 10, 2024

DEPARTMENT: Administration

ITEM SUMMARY:

Consider approval of a lease agreement between the City of Roanoke and Denton County for a radio tower.

INFORMATION:

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

N/A

FINANCIAL CONSIDERATION:

Denton County will pay \$500 for a 10-year term from 10/1/2024–9/31/2034.

ATTACHMENTS:

1. Roanoke Radio Tower - Commercial Lease - 2024-2034 - Signed by Denton Co - CO #24-01001 - Google Docs

DENTON COUNTY
COMMISSIONERS COURT

11/05/2024

Month Day Year
 24 01001

Court Order Number

12. A.

THE ORDER:

Approval of the 2024-2034 Lease Agreement between the City Of Roanoke, Texas and Denton County, Texas, for the use of land for placement/occupancy of a radio tower, and any appropriate action.

Motion by Edmondson Seconded by Williams

County Judge
Andy Eads

Yes ☒
Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 1
Ryan Williams

Yes ☒
Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 2
Kevin Falconer

Yes ☒
Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 3
Bobbie J. Mitchell

Yes ☒
Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 4
Dianne Edmondson

Yes ☒
Abstain ☐
No ☐
Absent ☐

Motion Carried 5-0-0

Other Action: Pulled from Consent ☐ No Action ☐ Postponed ☐

BY ORDER OF THE COMMISSIONERS COURT:

ATTEST:

Andy Eads
Presiding Officer

Juli Luke, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of
Denton County, Texas

APPROVED AS TO FORM:

John Zelt
Assistant District Attorney

Mauro
Deputy County Clerk

Lease Agreement

This Lease Agreement (hereinafter referred to as the "Lease") is made and effective **October 1, 2024**, by and between the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "Landlord"), whose address for the purposes of this Lease is 500 S. Oak Street, Roanoke, Texas 76262, and **DENTON COUNTY, TEXAS**, a Texas political subdivision (hereinafter referred to as "Tenant"), whose address for the purposes of this Lease is 1 Courthouse Drive, Denton, Texas 76208. Landlord has agreed to and hereby leases, demises and lets to Tenant, and Tenant has agreed to and hereby leases and takes from Landlord and the Leased Premises for the term hereinafter stated and subject to all of the provisions, covenants and conditions of this Lease.

Section 1. Leased Premises.

1.1 Landlord is the owner of land and improvements of approximately 2.9190 acres of land in the L. Dotson Survey, Abstract No. 383, City of Roanoke, Denton County, Texas, and having a street address of 301 A Gateway Roanoke, Denton County, Texas 76262, more particularly described in *Exhibit A* which is attached and incorporated herein for all purposes of this Lease (hereinafter referred to as "Leased Premises"). Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

Section 2. Use of Leased Premises.

2.1 The Leased Premises shall be used and occupied for a radio tower use on the Leased Premises, as depicted in *Exhibit B* which is attached and incorporated herein for all purposes of this Lease. Tenant agrees not to use or permit the use of the Leased Premises for any purpose which is illegal or which, in Landlord's opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Leased Premises.

2.2 Tenant will maintain the Leased Premises in a clean and healthful condition, and shall comply with all laws, orders, ordinances, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, condition, or occupancy of the Leased Premises.

Section 3. Term.

3.1 Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the term of this Lease shall be for a period from **October 1, 2024** (the "Commencement Date"), and end at 11:59 p.m. on **September 31, 2034** (the "Termination Date") or on such earlier date as this Lease may terminate as provided herein. Upon expiration of the original term, the Lease may be renewed for an additional ten (10) years at the same rate.

Section 4. Rent.

4.1 Tenant agrees to pay to Landlord or whomever the Landlord designates in writing, at 500 S. Oak Street, Roanoke, Texas 76262, or the account of Landlord rent for said Leased Premises at the rate of:

\$500.00 per term from October 1, 2024 and until October 31, 2034.

The entire rent shall be due and payable within thirty (30) days of the Commencement Date of this Lease as set forth in Section 3 of this Lease, Other terms, if any, are specified below.

Section 5. Possession of Leased Premises.

5.1 Tenant acknowledges that Tenant has inspected the Leased Premises, and on the basis of such inspection Tenant accepts the Leased Premises, and the buildings and improvements situated thereon, as suitable for the purposes for which the same are leased, in their present condition.

Section 6. Maintenance of Leased Premises.

6.1 Tenant Accepts Leased Premises As Is. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises "AS IS".

6.2 Tenant's Maintenance of Leased Premises. Tenant shall keep the Leased Premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement and restoration as is required for that purpose, the Leased Premises and every part thereof and any and all appurtenances thereto wherever located. Tenant will maintain the grounds of the Leased Premises including mowing and hedge trimming of the Leased Premises.

Section 7. Utilities.

7.1 Landlord covenants that the Leased Premises are served by water, sewer, electrical and gas utilities. Tenant covenants and agrees to pay all charges incurred for water, sewer, electricity and gas services used in the Leased Premises, if any.

Section 8. Signage.

8.1 Tenant shall have the right to erect signs on any portion of the Leased Premises subject to applicable laws, ordinances, and regulations.

Section 9. Alterations.

9.1 Tenant shall have the right to construct and install on the Leased Premises a radio tower as depicted in *Exhibit B*, which is attached and incorporated herein for all purposes.

Section 10. Liabilities.

10.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Leased Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, invitees, licensees or concessionaires or any other person entering the Leased Premises under express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant, and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease; and Tenant hereby agrees to indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant shall not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, and Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

Section 11. Damage to Leased Premises.

11.1 Any insurance which may be carried by Landlord or Tenant against loss or damage to the Leased Premises shall be for the sole benefit of the party carrying such insurance under its sole control, and it is understood that Landlord shall in no event be obligated to carry insurance of Tenant's contents.

Section 12. Late Fee.

12.1 It is understood that the minimum rent is due on or before the first (1st) of the month without offset or deduction of any nature. In the event any rental is not received within ten (10) days it is agreed that Tenant will pay a late fee of five percent (5%) of the monthly rental amount plus \$10.00 per day. Tenant shall pay \$50.00 for each returned check. Any future rent increase shall be payable as additional rent hereunder and shall be payable immediately upon demand. It is not intended that the late fee or any portion be construed as interest in any way.

Section 13. Events of Default.

13.1 The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money on the date that same is due, and such failure shall continue for a period of twenty (20) days.
- (b) Tenant shall fail to comply with any Term, provision, or covenant of this Lease other than as described in subsection (a) above, and shall not cure or make documented reasonable effort to cure in a form acceptable to the Landlord, such failure within thirty (30) days after written notice thereof to Tenant as outlined in Section 20.

- (c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.
- (d) A receiver or Trustee shall be appointed for the Leased Premise or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

Section 14. Effects of Event of Default.

14.1 Upon the occurrence of any of the Events of Default listed in this Lease, the Landlord shall have the option to pursue any one or more of the following remedies without any prior notice or demand.

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. If Tenant fails to surrender the Leased Premises, Landlord may, without prejudice to any other remedy which it may have for possession of the Leased Premises or Rent in arrears, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim damages. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution or for any claim for damages, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may re-let the Leased Premises and receive the rent therefor. Tenant agrees to pay to Landlord monthly or on demand from time to time any deficiency that may arise by reason of any such re-letting. In determining the amount of the deficiency, the professional service fees, attorneys' fees, court costs, remodeling expenses, and all other costs of re-letting shall be subtracted from the amount of rent received under the re-letting.
- (c) Enter upon the Leased Premises, by force if necessary, without terminating this Lease and without being liable for prosecution for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.

- (d) In addition to the foregoing remedies, Landlord shall have the right to change or modify the locks on the Leased Premises in the event Tenant fails to pay the monthly installment of Rent when due. Landlord shall not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Leased Premises unless and until Tenant pays Landlord all Rent, which is delinquent. Tenant agrees that Landlord shall not be liable for any damages resulting to the Tenant from the lockout.
- (e) No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of that intention is given to Tenant.

Section 15. Holding Over.

15.1 Should Tenant or any of its successors in interest hold over the Leased Premises, or any part thereof, after the expiration of this Lease term, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy at will only, at a rental equal to the greater of the fair market value of such rental property or the rental paid for the last month of the Lease term (including any extensions thereto) plus fifty percent (50%) of such amount.

Section 16. Liability and Casualty Insurance.

16.1 During the Lease Term, Tenant shall maintain a commercial general liability policy of insurance, at Tenant's expense, insuring Landlord against liability arising out of the Tenant's use, occupancy, or maintenance of the Leased Premises. The initial amounts of the insurance must be at least: \$1,000,000 for Each Occurrence and \$1,000,000 Property Damage for the Leased Premises, and shall be subject to periodic increases based upon economic factors as Landlord may determine, in Landlord's discretion, exercised in good faith. However, the amounts of the insurance shall not limit Tenant's liability nor relieve Tenant of any obligation under this Lease. The policies must contain cross liability endorsements, if applicable, and must insure Tenant's performance of the indemnity provisions of this Lease. The policies must contain a provision, which prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to Landlord. The Landlord shall be named as additional insured on the commercial general liability policy. If Tenant fails to maintain the policy, Landlord may elect to maintain the insurance at Tenant's expense. Tenant may, at Tenant's expense, maintain other liability insurance as Tenant deems necessary.

Section 17. Condemnation.

17.1 If the whole of the Leased Premises or access thereto should be taken under the power of eminent domain or condemnation, or a sale made under threat thereof, then this Lease shall cease as of the date of the taking without further liability upon either Landlord or Tenant. If only a portion of the Leased Premises or access thereto is taken under the power of eminent domain or condemnation, or sale made under the threat thereof, and the portion remaining will not in the

reasonable opinion of the Tenant, be adequate for Tenant's continued use, Tenant shall have the option to terminate this Lease by giving Landlord notice thereof within thirty (30) days after the date of the taking. If this Lease is not so terminated, Landlord shall promptly restore the portion remaining to an integral unit resembling as much as possible the Leased Premises prior to the taking. Any and all proceeds resulting from a taking in whole or part of the Leased Premises under the power of eminent domain or condemnation, or sale under threat thereof, shall be paid directly to Landlord and shall be Landlord's property.

Section 18. Taxes.

18.1 Tenant shall be liable for all taxes levied or assessed against real property, personal property, furniture or fixtures placed by Tenant in the Leased Premises.

18.2 If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Leased Premises, Landlord elects to pay the taxes based upon the increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

Section 19. Removal of Property

19.1 Title to Tenant's Facilities, including any structure constructed pursuant to this Lease as outlined in *Exhibit B*, as well as any and all fixtures and chattels used in connection therewith, shall be and remain in Tenant for and during the entire Term (or any renewal term) of this Lease. At the expiration or earlier termination of this Lease, Tenant shall, within a reasonable time period, dismantle its Facilities, and any and all fixtures and chattels used in connection therewith, and remove them from the Leased Premises.

Section 20. Notice

20.1 Any notice or submission required or permitted under this Lease shall be in writing and shall be deemed to be given when same is received by prepaid registered or certified mail (as shown on date of postmark of the return receipt) addressed to the parties hereto as follows:

Landlord: City of Roanoke, Texas

Address: 500 S. Oak Street
Roanoke, Texas 76262

Tenant: Denton County
c/o Denton County Sheriff's Office

Address: 127 N. Woodrow Lane
Denton, TX 76205

Section 21. Special Provisions.

- (1) The Lease shall be subject to approval of the City Council of the City of Roanoke, Texas.

Section 22. Miscellaneous Provisions.

22.1 Amendments. This Lease and its Exhibits constitute the entire understanding and agreement of the parties as to the matters set forth in this Lease. No alteration of or amendment to this Lease 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.

22.2 Applicable Law and Venue. This Lease 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 Lease shall lie in the state district and county courts of Denton County, Texas.

22.3 Assignment. Tenant shall not assign this Lease or sublet the Leased Premises, or any part thereof without the consent of the Landlord in writing.

22.4 Attorney's Fees. In the event either party defaults in the performance of any of the terms of this Lease the other party agrees to pay the prevailing party's reasonable attorneys' fees.

22.5 Caption Headings. Caption headings in this Lease are for convenience purposes only and are not to be used to interpret or define the provisions of the Lease.

22.6 Counterparts. This Lease 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.

22.7 Force Majeure. Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the reasonable control of Landlord. Nor shall Landlord be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises which is not attributable to Landlord's negligence.

22.8 Language. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

22.9 Liability. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the proceeds of sale on execution of the interest of Landlord in the Leased Premises, and Landlord shall not be personally liable for any deficiency.

22.10 Notices. All notices required to be given under this Lease shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in this Lease. Any party may change its address for notices under this Lease by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

22.11 Right of Entry and Inspection. Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or clean, or make repairs or alterations or additions, or to show the Leased Premises to prospective purchasers, mortgage lenders, tenants or insures, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

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

22.13 Successors. The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representative except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including but not limited to any notices required to be delivered by Landlord to Tenant hereunder may at Landlord's option be exercised or performed by Landlord's agent or attorney.

22.14 Time is of the Essence. Time is of the essence in the performance of this Lease.

22.15 Waiver. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

[The Remainder of this Page Intentionally Left Blank]

EXECUTED ON THIS THE _____ DAY OF _____, 2024.

LANDLORD:

CITY OF ROANOKE, TEXAS,
a Texas home-rule municipality

Carl E. Gierisch, Jr., Mayor

Date: _____

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TENANT:

DENTON COUNTY, TEXAS
A Texas political subdivision

Andy Eads, County Judge

Date: 11/5/24



ATTEST:

Juli Lake, Denton County Clerk



70 2008 00044169

Cynthia Mitchell
County Clerk
Denton, Tx 76202

LEASE AGREEMENT
EXHIBIT A - 1

Instrument Number: 2008-44169

Recorded On: April 25, 2008

As
Deed

Parties: AIL INVESTMENTS LP

To

Billable Pages: 8

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Deed	39.00
Total Recording:	39.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-44169

Receipt Number: 479770

Recorded Date/Time: April 25, 2008 08:15:39A

User / Station: K Dean - Cash Station 2

Record and Return To:

CITY OF ROANOKE

108 S OAK STREET

ATTN: CITY SECRETARY

ROANOKE TX 76262



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

DEDICATION DEED

THE STATE OF TEXAS
COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

That, AIL Investment, L.P., a Texas limited partnership ("Grantor"), for and in consideration of the acceptance of the terms, conditions and reservations contained herein by The City of Roanoke, Texas, a municipal corporation of Denton County, Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Has **GRANTED** and **CONVEYED**, and by these presents does **GRANT** and **CONVEY**, unto Grantee, as a dedication for the uses set forth herein, all of that certain tract of real property situated in Denton County, Texas described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

This conveyance of the Property is made and accepted subject to the following (the "Permitted Exceptions"): (i) the restrictions hereinafter set forth, (ii) the easements reserved as set forth in Exhibit "B" attached hereto and made a part hereof by reference, (iii) all matters of record affecting the Property that may exist as of the recordation of this instrument, (iv) all matters that a current accurate survey of the Property would disclose; and (v) any claims or liens arising out of or relating to work performed on the Property at the request or direction of Grantee.

The Property is conveyed to Grantee to be used only for the following purposes (the "Permitted Purposes"): the construction, use, maintenance, repair, and reconstruction of a public water pump station, associated pump station equipment, building, water meters, piping, and aboveground storage tanks ("Public Pump Station"). Temporary Facilities may be constructed on the surface of the Property or above the surface of the Property. For purposes of this agreement, "Temporary Facilities" shall mean only those surface-mounted or aboveground facilities required to service projects under construction. In no event shall Temporary Facilities be installed for more than one (1) year. Temporary Facilities shall be removed at the expense of the party that installs the Temporary Facilities.

There is excepted from this conveyance and reserved unto Grantor all of the water, oil, gas and other minerals in, on or under the Property; **PROVIDED, HOWEVER, THAT GRANTOR SHALL NOT EXPLORE FOR, PRODUCE OR MINE SUCH MINERALS IN ANY MANNER THAT WOULD INTERFERE WITH GRANTEE'S USE OF THE PROPERTY.**

Grantor hereby retains and reserves a possibility of reverter in favor of Grantor pursuant to which the conveyance hereunder shall be automatically void and the estate granted shall be automatically terminated and forfeited, without the necessity of any notice (except as expressly provided in this Dedication Deed), election or re-entry whatsoever, with respect to any portion of the Property that, for a period of two years (after commencement of use of the Public Pump Station that has been constructed and opened on the Property) is not used as a Public Pump Station, and Grantor gives Grantee written notice of such condition and such condition continues to exist 60 days following the giving of such notice, whereupon, effective as of the expiration of such 60-day period, all right, title and interest in and to such portion of the Property and all improvements then existing thereon shall automatically revert to Grantor. It is the express intention of Grantor and Grantee that Grantor is conveying to Grantee an estate in fee simple

determinable in and to the Property and that the provisions of this paragraph shall constitute conditional limitations upon the estate conveyed herein and not a covenant or a right of re-entry for breach of condition subsequent, such that fee simple title to the Property or the portion thereof that is not used as a Public Pump Station for a period of two years (after commencement of use of the Public Pump Station that has been constructed and opened on the Property), together with improvements then existing thereon, shall automatically revert to Grantor, and no notice (except as expressly provided in this Dedication Deed), election or re-entry upon the Property shall be required to vest title to the Property (or portion thereof) and all improvements then existing thereon, in Grantor. Neither the occurrence of a condition due to an act or failure to act by a third party, nor impossibility or inability of Grantee to prevent the occurrence of a condition, shall excuse such occurrence or condition or prevent the automatic termination of the determinable fee estate conveyed hereby.

Notwithstanding the above provisions, in the event that the fee simple title to the Property reverts to Grantor as provided above, Grantee shall retain a perpetual, underground easement that shall survive such reversion on the following terms:

- (a) Any underground utility or other facilities installed in compliance with the Permitted Purposes and existing as of the date of such reversion, owned by Grantee or any other entity, may remain in place, and the owners thereof shall have the right to use, operate, maintain and repair such utilities;
- (b) Grantee shall have the right to install, use, operate, maintain and repair under the Property underground water, sanitary sewer and storm drainage facilities, as well as an other underground utility facilities that Grantee may own and operate in the future, and any necessary appurtenances thereto; and
- (c) Grantee shall have the right to allow or permit any public utility to install, use, operate, maintain and repair under the Property any underground public utility facilities.

Notwithstanding the above stated easement rights that will be retained by Grantee in the event of such reversion, Grantor, and its successors, assigns and permittees, shall have the right to use the surface of the Property and any area beneath the surface of the Property for any use that does not interfere with the easement rights of Grantee and others described above. Further, Grantor, at its expense, shall have the right to relocate any utilities and facilities that are the subject of such rights provided that the level of service provided by such utilities at the new location will not be impaired in any material respect, either in the process of such relocation or after the completion thereof.

The right of reversion reserved herein shall terminate and shall be of no further force or effect 21 years less one day after the death of the last survivor of any of the descendants of Queen Elizabeth II of England living on the date of execution of this Dedication Deed. The possibility of reverter and all other rights, options and easements retained or reserved by Grantor in this Dedication Deed shall be the property of and shall inure to the benefit of Grantor, its successors and assigns, and are not appurtenant to any tract of property (other than the Property). All provisions of this Dedication Deed applicable to Grantor and Grantee shall be applicable to their respective successors and assigns.

Grantor hereby disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, to or concerning (i) the nature and condition of the Property, including, but not limited to, the suitability thereof for any activity or use; (ii) the condition of any improvements located thereon; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. The conveyance of the Property as

provided for herein is made on an "AS IS" basis, and by its acceptance of this Deed and in consideration of the conveyances by Grantor herein, Grantee acknowledges that, except as otherwise specifically stated in this Dedication Deed, **GRANTOR MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE EXPRESSLY DISCLAIMED.**

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

EXECUTED this 22 day of April, 2008

AIL Investment, L.P.,
a Texas limited partnership

By: Hillwood Alliance Management, L.P.,
a Texas limited partnership, its general partner

By: Hillwood Alliance GP, LLC,
a Texas limited liability company, its general partner

By: [Signature]
L. Russell Laughlin,
Senior Vice President, Properties Division

**ACCEPTED AS TO THE TERMS,
CONDITIONS AND RESERVATIONS
CONTAINED HEREIN:**

THE CITY OF ROANOKE, TEXAS

By: [Signature]
PAUL E. GIBBS, Mayor

ATTEST: [Signature]
Kim Barnes
City Secretary



LEASE AGREEMENT
EXHIBIT A - 5

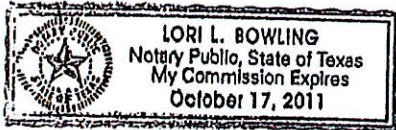
Approved as to Form and Legality:

City Attorney

THE STATE OF TEXAS
COUNTY OF TARRANT

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This instrument was acknowledged before me on April 21, ²⁰⁰⁸~~2007~~,
by L. Russell Laughlin, Senior Vice President, Properties Division, of Hillwood Alliance GP,
LLC, a Texas limited liability company, on behalf of said limited liability company, in its
capacity as general partner of Hillwood Alliance Management, L.P., a Texas limited partnership,
on behalf of said limited partnership, in its capacity as general partner of AIL Investment, L.P.,
a Texas limited partnership, on behalf of said limited partnership.

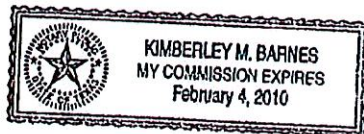


Lori L. Bowling
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF DENTON

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§
§

This instrument was acknowledged before me on April 22, ²⁰⁰⁸~~2007~~,
by Carl E. Green, Mayor of the City of Roanoke, Texas.



Kimberley M. Barnes
Notary Public, State of Texas

GRANTEE'S ADDRESS:

City of Roanoke
108 S Oak Street
Roanoke, TX 76262
Attention: City Administrator

AFTER RECORDING, RETURN TO:

City of Roanoke
108 S Oak Street
Roanoke, TX 76262
Attention: City Secretary

WITH COPY TO:

AIL Investment, L.P.
13600 Heritage Parkway Suite 200
Fort Worth, TX 76177
Attention: L. Russell Laughlin

LEASE AGREEMENT
EXHIBIT A - 6

5/31/2002

FIELD NOTE DESCRIPTION
FOR
NORTH GATEWAY PUMP STATION ADDITION
BLOCK 1, LOT 1

CITY OF ROANOKE, TEXAS
NORTH GATEWAY PUMP STATION

BEING a tract of land located in the L. Dotson Survey, Abstract No. 383, and being a part of a tract of land conveyed to the AIL Investment, L.P. by a deed now of record in Volume 4108, Page 1825 of the Land Records of Denton County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod set in the southeast corner of said tract, said southeast corner also being in the west line of an existing drainage easement (an existing 75-foot easement), said southeast corner also being in the northwest line of an existing railroad easement (an existing 50-foot easement), said corner also being N 67°35'47" W, a distance of 81.13 feet from a 5/8-inch iron rod found at the southwest corner of a tract of land conveyed to Duke Construction Limited Partnership by a deed now of record in Volume 4703, Page 1173 of the Deed Records of Denton County, Texas, said southwest corner also being in the east line of said existing 75-foot drainage easement, said southwest corner also being in the north line of said existing 50-foot railroad easement, said southwest corner also being in the north line of an existing utility easement (an existing 15-foot easement), said southwest corner also being the southwest corner of an existing paving setback and utility easement (an existing 5-foot easement);

THENCE S 67°39'55" W, along said existing railroad easement north line, a distance of 12.01 feet to a 1/2-inch iron rod set at a point for a corner, said point also being a point of curvature;

THENCE, in a southwesterly direction along a curve to the right, said curve also being said existing railroad easement north line, said curve having a radius of 453.34 feet, a central angle of 15°55'42", and a chord bearing of S 75°37'46" W, a distance of 125.62 feet to a 1/2-inch iron rod set at a point of tangency;

THENCE S 83°35'37" W, along said existing railroad easement north line, a distance of 91.97 feet to a 1/2-inch iron rod set at a point for a corner, said point also being in the south line of said existing utility easement (an existing 15-foot easement), and in the north line of said existing railroad easement;

THENCE S 89°59'08" W, along said existing railroad easement north line, also being said utility easement south line, a distance of 50.80 feet to a 1/2-inch iron rod set at a point for a corner;

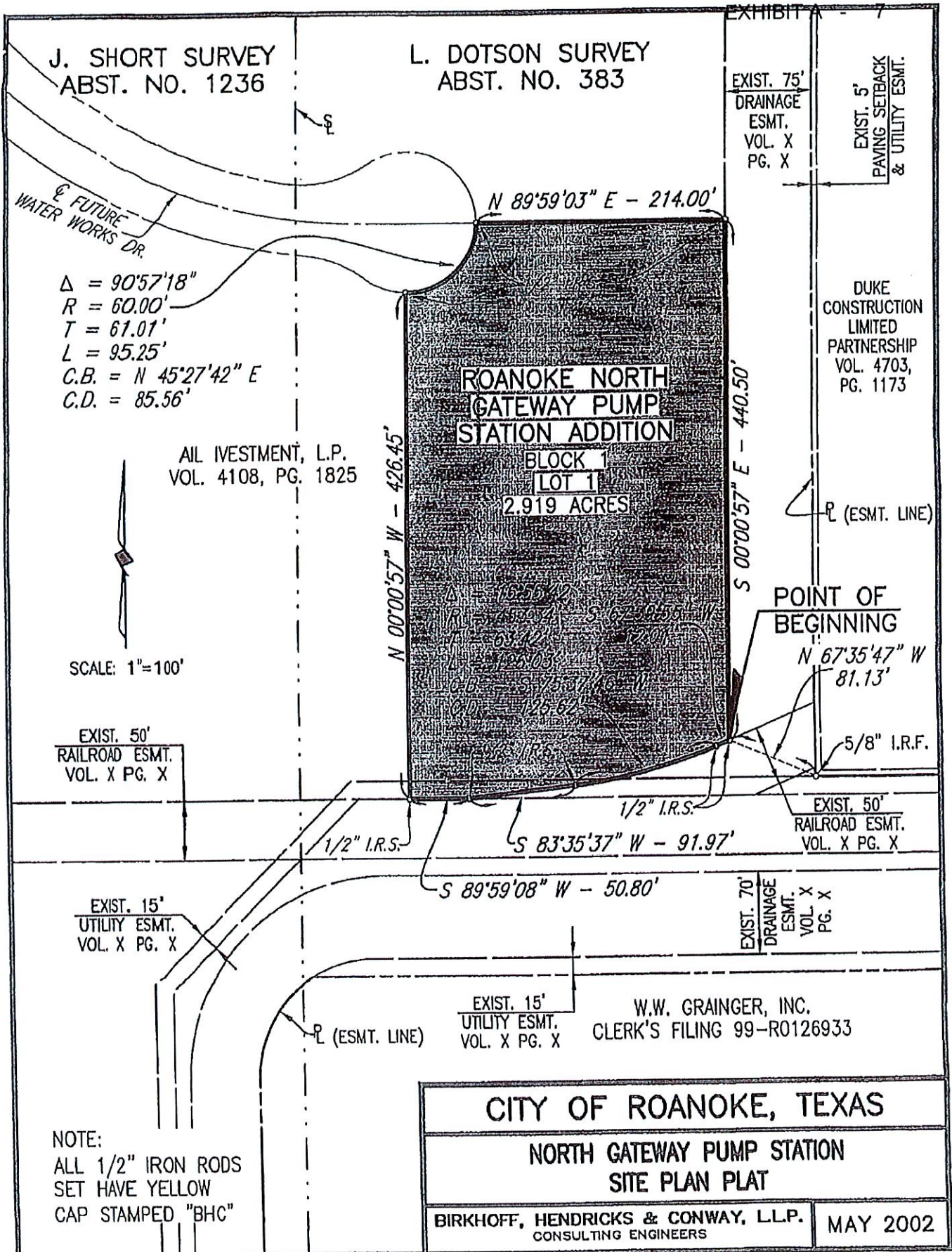
THENCE N 00°00'57" W, a distance of 426.45 feet to a 1/2-inch iron rod set at a point for a corner, said corner also being a point of curvature, said corner in the future south right-of-way line of Water Works Drive (a future 60-foot right-of-way, more or less);

THENCE, in a northeasterly direction along a non-tangent curve to the left, said curve also being said future Water Works Drive south right-of-way line, said curve having a radius of 60.00 feet, a central angle of 90°57'18", and a chord bearing of N 45°27'42" E, a distance of 95.25 feet to a 1/2-inch iron rod set at a point of tangency, said point also being a point for a corner;

THENCE N 89°59'03" E, a distance of 214.00 feet to a 1/2-inch iron rod set at a point for a corner, said corner being in the west line of said existing drainage easement (an existing 75-foot easement);

THENCE S 00°00'57" E, along said existing drainage easement west line; a distance of 440.50 feet to the POINT OF BEGINNING and containing 2.919 acres of land, more or less.

Note: All 1/2-inch iron rod set have a yellow cap stamped "BHC".



05/31/02 EWH

SCALE: 1"=100'

ACF1799

PLAT.DWG

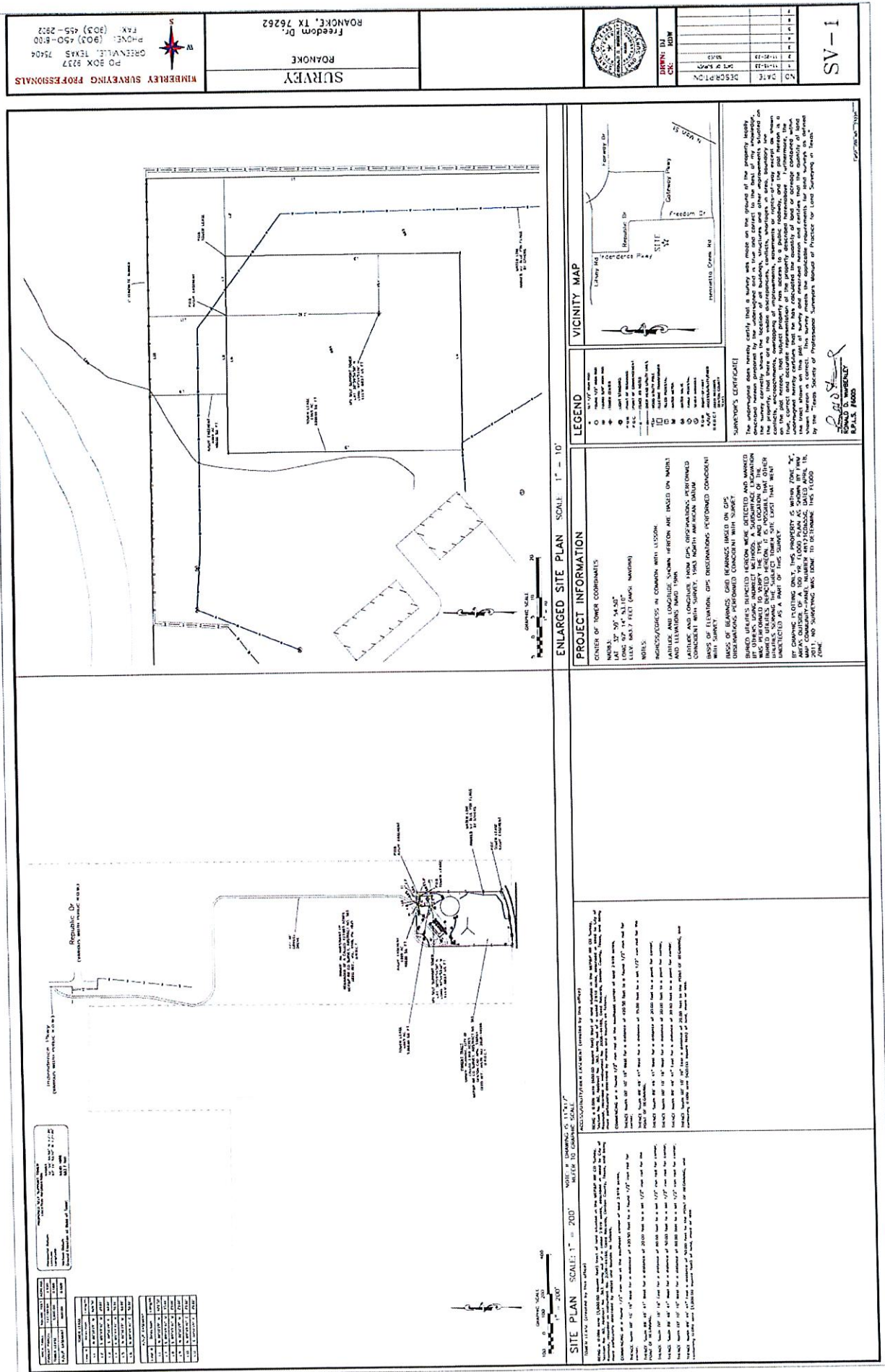
EXHIBIT "B"

EASEMENTS RESERVED

1. Grantor hereby reserves a non-exclusive, assignable, free easement:
 - (a) across and through all portions of the Property lying beneath the surface of the Property, to use such subterranean areas for any use that does not interfere with Grantee's use of the Property;
 - (b) across and through all air space above the surface of the improvements installed on the Property, to use such air space for any use that does not interfere with Grantee's use of the Property; and
2. The easements reserved in this Exhibit "B" are easements in gross for the benefit of Grantor and its successors and assigns.
3. Grantor or its assignee shall make no use of the Property without Grantee's consent, which shall not be unreasonably withheld or delayed. Grantor or its assignee shall restore or repair any damage to the Property resulting from such use by Grantor or its assignee.
4. By its acceptance of this Dedication Deed, Grantee agrees to execute such further instruments confirming or evidencing the easements reserved in this Exhibit "B" as Grantor from time to time may reasonably request, including, but not limited to, any utility easement documents used by any utility company, although such execution is not necessary for the exercise of any rights under this easement.

MOTOROLA SOLUTIONS DENTON COUNTY, TEXAS P25 SYSTEM INSTALLATION SITE NAME ROANOKE SITE ADDRESS 301 FREEDOM DRIVE ROANOKE, TEXAS 76262		PROJECT TEAM LAND OWNER CITY OF ROANOKE 500 SOUTH CHASE STREET ROANOKE, TEXAS 76262 TOWER OWNER DENTON COUNTY, TEXAS 301 FREEDOM DRIVE DENTON, TEXAS 76208 APPLICANT DENTON COUNTY, TEXAS CARE OF ENERTECH 350 WEST WALLAM CANYON DRIVE BUILDING 1, SUITE 102 DENTON, TEXAS 76208 CONTACT: TIMMIE BUI PHONE: (912) 690.2274 @ENERTECHRESOURCES.COM MOTOROLA PROJECT MANAGER MOTOROLA SOLUTIONS 1000 WEST WALLAM CANYON DRIVE AUSTIN, TEXAS 78749 PHONE: (817) 914.1561 @MOTOROLASOLUTIONS.COM ENGINEER ENERTECH RESOURCES, LLC 5200 WEST WALLAM CANYON BUILDING 1, SUITE 102 AUSTIN, TEXAS 78749 CONTACT: DALE B. SHUMAKER, P.E. PHONE: (830) 387.4502 EXT. 2451 EMAIL: DALE.SHUMAKER@ENERTECHRESOURCES.COM	
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ENERTECH PROJECT MANAGER
ENERTECH RESOURCES, LLC
1330 CRESTSIDE DRIVE
DENTON, TEXAS 76208
CONTACT: HARMONY CLARKHURD
PHONE: (830) 387.4502 EXT. 4450
@ENERTECHRESOURCES.COM**CONSTRUCTION MANAGER**
ENERTECH RESOURCES, LLC
1330 CRESTSIDE DRIVE
DENTON, TEXAS 76208
CONTACT: DALE B. SHUMAKER, P.E.
PHONE: (830) 387.4502 EXT. 2451
EMAIL: DALE.SHUMAKER@ENERTECHRESOURCES.COM**CONTRACTOR**
ENERTECH RESOURCES, LLC
1330 CRESTSIDE DRIVE
DENTON, TEXAS 76208
CONTACT: DALE B. SHUMAKER, P.E.
PHONE: (830) 387.4502



DIVISION 1 STANDARD PROVISIONS
PART 1 GENERAL

1.1 INTENT

- A. THESE SPECIFICATIONS AND THE CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR THE CONSTRUCTION OF THIS PROJECT.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- C. THE INTENTION OF THESE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE WORK, THE KIND AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES OR VARIATIONS TO THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.

1.2 CONFLICTS

- A. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED FOR WORK NOT OBTAINED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSIONS, WHICH MAY BE FOUND, SHALL BE SUBMITTED TO THE CONSTRUCTION MANAGER FOR APPROVAL BEFORE THE CONSTRUCTION PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.**
- 1.3 STORAGE**
- A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE PROJECTIONS OF WORK. ALL MATERIALS MUST BE PROTECTED TO MEET ALL REQUIREMENTS OF THE MANUFACTURER.**

1.4 CLEAN UP

- A. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE FREE FROM THE ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY HIS EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, HE SHALL REMOVE ALL RUBBISH, SOIL, AND SURPLUS MATERIALS AND SHALL LEAVE HIS WORK CLEAN AND READY FOR USE.
- B. EXTERIOR VENUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL REMAINS OF SOIL, WASTE MATERIALS, SHADOWS AND OTHER FOREIGN MATTER
- C. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
- D. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, MOSE EXTERIOR OF THE STRUCTURE.

1.5 QUALITY ASSURANCE

- ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING
- A. ANGISTIA - 22 - H - 3017
INTERNATIONAL BUILDING CODE (IBC) 2018
BUILDING CODE OF AMERICA (BOCA) 1990
NATIONAL ELECTRICAL CODE (NEC) WITH AMENDMENTS 2020
UNDERWRITER LABORATORIES APPLIED ELECTRICAL PRODUCTS
AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
- B. ANGISNIPA - LIFE SAFETY CODE NFPA - 101 - 2016
ALL WORK SHALL BE DONE IN ACCORDANCE WITH MOTOROLA'S #964 COMMUNICATIONS SPECIFICATIONS.

1.6 ADMINISTRATION

- a. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL ASSIGN A PROJECT MANAGER WHOSE PRIMARY POINT OF CONTACT FOR THE PROJECT MANAGER SHALL BE INVOLVED IN THE PROJECT. THIS PROJECT MANAGER SHALL SUBMIT A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO MOTOROLA PRIOR TO THE COMMENCEMENT OF ANY WORK.
- b. SUBMIT A GANTT CHART TYPE PROGRESS SCHEDULE NOT MORE THAN 3 WEEKS PRIOR TO THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE. INDICATE A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT SITE. PROPERLY SEQUENCED AND COORDINATED WITH SUPPLIERS, IN ADVANCE OF THE SHOW CONCLUDED FOR SUBSTANTIAL COMPLETION OF THE WORK.

PRIOR TO COMMENCING CONSTRUCTION, THE CONSTRUCTION MANAGER SHALL SCHEDULE AN "ON-SITE" MEETING WITH ALL MAJOR PARTIES. THIS SHALL INCLUDE (THOUGH NOT LIMITED TO) THE PROPERTY OWNER, POWER COMPANY, RF ENGINEER AND THE CONTRACTOR.

- D. CONSTRUCTION SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE CONSTRUCTION MANAGER NOR WILL CELLULAR SERVICE BE ARRANGED.
- E. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTOR MUST COMPLY WITH ALL APPLICABLE OSHA REQUIREMENTS.
- F. PROVIDE DAILY UPDATES ON SITE PROGRESS, EITHER VERBAL OR WRITTEN.
- G. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT REQUIRED IN ORDER TO START OF CONSTRUCTION.
- H. THE CONSTRUCTION MANAGER SHALL BE WRITTEN NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND SHELTER PLACEMENTS.

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ROANOKE



RTech
an ONVITY company
TEXAS FIRM F-15232

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GENERAL NOTES

GN1

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**CIVIL
NOTES**

C1.1

DIVISION 4 ANTENNA SYSTEM

PART 1 GENERAL

4.1 WORK INCLUDED

- A. INSTALL WAVEGUIDE BRIDGE AS INDICATED ON DRAWINGS. INSTALL NEW COAX. ANTENNAS, AND MOUNTS AS INDICATED ON DRAWINGS AND VERIFIED BY RF ENGINEER.
- B. SUPPLY AND INSTALL GROUND BARS AND GROUNDING SUPPLIES AS INDICATED IN THE DRAWINGS.

C. LABEL CABLES.

4.2 RELATED WORK

A. FURNISH THE FOLLOWING WORK AS SPECIFIED UNDER CONSTRUCTION INDICATED. COORDINATE WITH OTHER TRADES PRIOR TO BID.

1. FLASHING OPENING INTO OUTSIDE WALLS.
2. SEALING AND CAULKING ALL OPENINGS.
3. PAINTING.
4. CUTTING AND PATCHING.
5. ENTRY PORT/PORT HOLE CUSHIONS.
6. ANTENNACABLE GROUNDING.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- 4.3. REQUIREMENTS OF RECOGNITION OF EQUIPMENT:
 - A. PURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE AND INSTALL IN CONFORMANCE WITH U.L. STANDARDS WHERE APPLICABLE.
 - B. INSTALL ANTENNA CABLES AND GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS REGARDING PROJECT LOCATION AND RECOMMENDATIONS FOR WIRE TYPES AND LOCAL BUILDING CODES. SPECIAL CODES FOR WIRE TYPES AND LOCAL BUILDING CODES MAY COVER SPECIFIC PORTIONS OF WORK. THIS CONTRACTOR SHALL BE NOT LIMITED TO THE FOLLOWING:

- G. ENELECTRICAL INDUSTRIES ASSOCIATION RS-222. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
- D. FAA/FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 7074609H. CONSTRUCTION MARKING AND LIGHTING.
- E. AISI-AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR JOINTS USING ASTM A325 OR A490 BOLTS.

STRUCTURAL JOINTS USING AGRICULTURAL CODE-ON TOWER LIGHTING KITS.

F. REC-NATIONAL ELECTRICAL CODE OR OTHER APPLICABLE
G. UL-UNDERWRITERS' LABORATORIES APPROVED,
H. IN ALL CASES, PART 77 OF THE FAA RULES AND PARTS 17 AND 23 OF THE
FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE
THE ABOVE STANDARD OF SPECIFICATIONS.

ANY OTHER STANDARDS OF CARE OR NEGLIGENCE.

4.1. MATERIALS

- A. ALL MATERIALS/HARDWARE SHALL BE HOT-DIPPED GALVANIZED OR OTHERWISE OTHERWISE INDICATED ON THE DRAWINGS.

15 COAX LABELING

4.5 COAX CABLEING

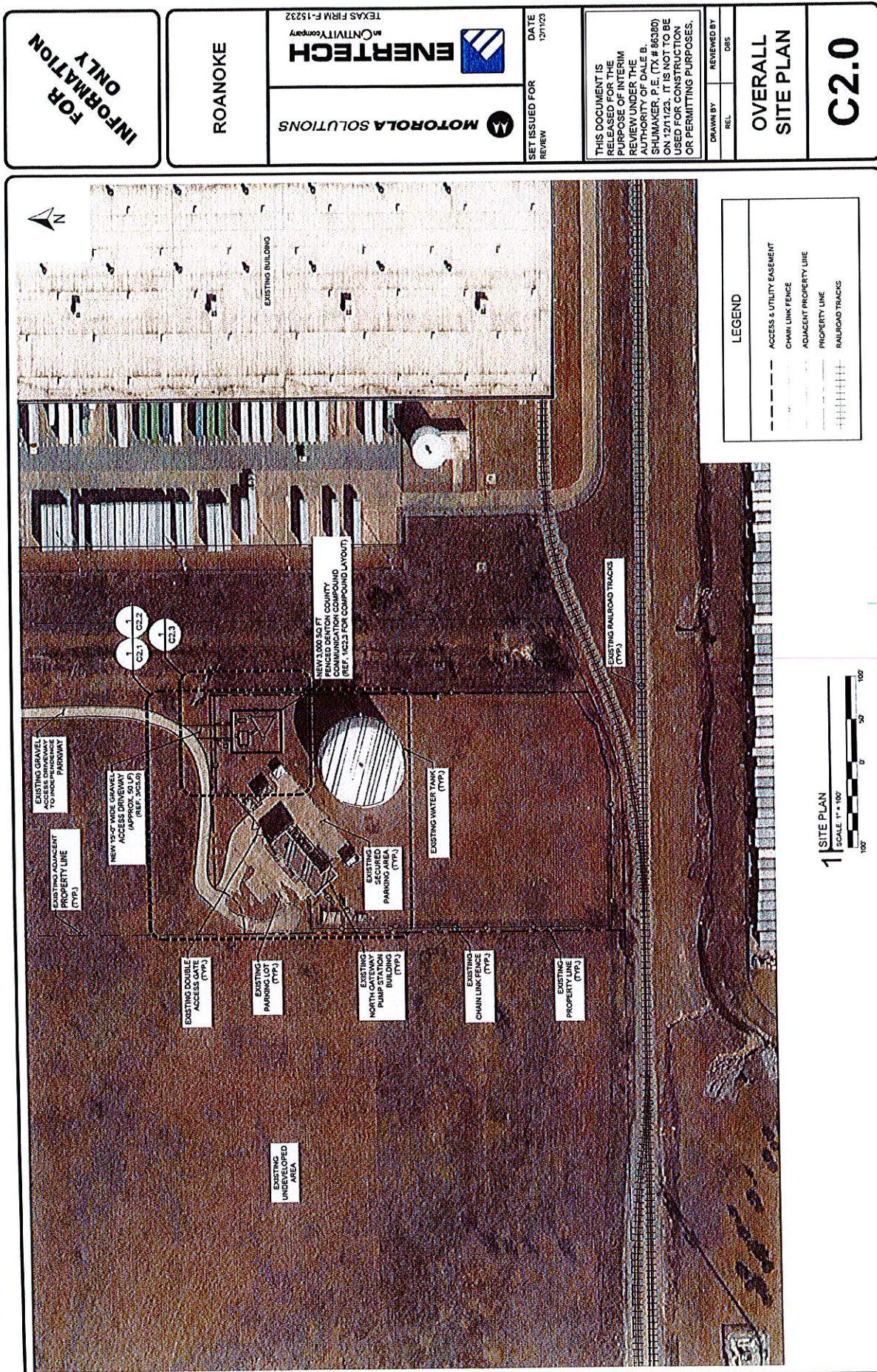
- A. ALL TRANSMISSION LINES SHALL BE MARKED WITH APPROPRIATE COLOR TAPE BANDS (ONE INCH WIDE COLOR TAPE) FOR IDENTIFICATION NEAR ANTENNA. JUST BEFORE ENTERING THE SHELTER/DECONTAMINATION TANK, AS WELL AS THE PORT, TAPE SHALL BE FADE-RESISTANT, WEATHER-RESISTANT, UV-RESISTANT AND CHEMICAL RESISTANT. REFERENCE: HH4599C.

WEATHER-RESISTANT, UV-RESISTANT AND CHEMICAL RESISTANT
REFERENCE HM-1-595C.

- B. WHERE VISIBILITY END TO END IS NOT POSSIBLE, ADDITIONAL BANDING SHALL BE INSTALLED.

4.6 GROUNDING

- 4.8. **GROUNDING**
- B. ANTENNA AND CABLE GROUNDING SHALL BE INSTALLED CONTEMPORANEOUSLY WITH INSTALLATION. NO UNGROUNDED COAX SHALL BE ROUTED INTO THE SHELTER OR CONNECTED TO EQUIPMENT.
- C. REFERENCE SEPARATE GROUNDING NOTES SHEET E1 FOR ADDITIONAL NOTES.



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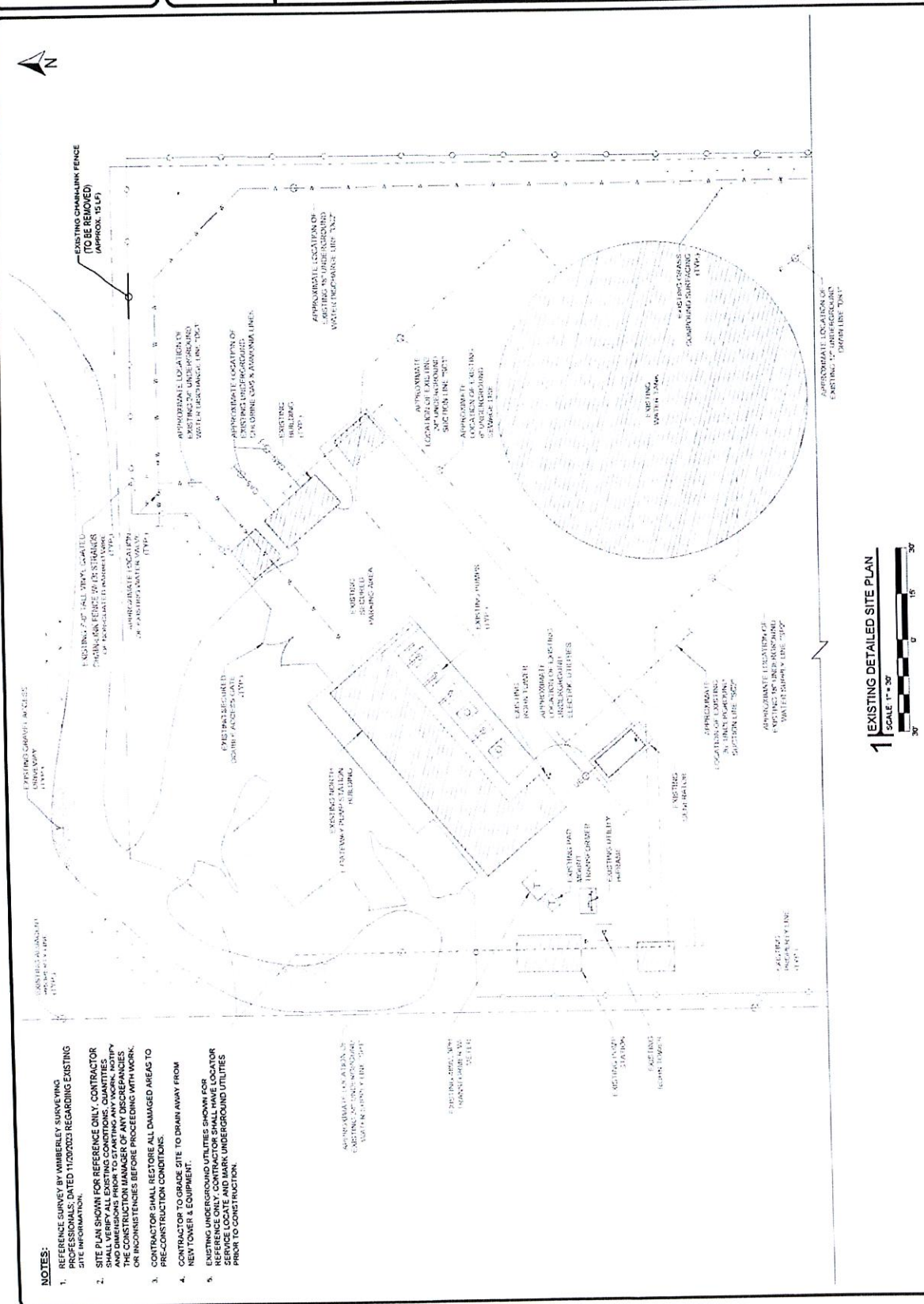
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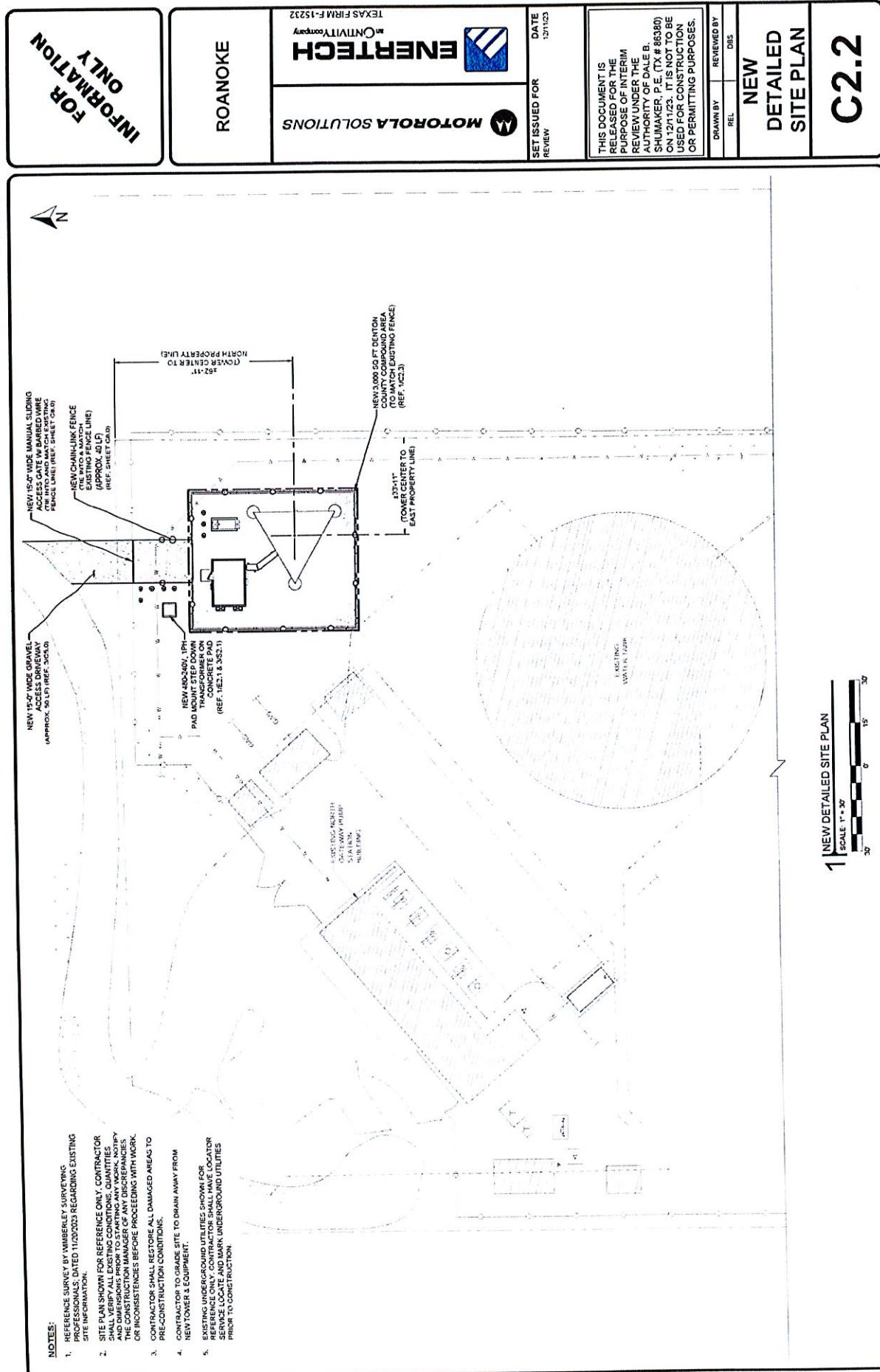
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**EXISTING
DETAILED
SITE PLAN**

C2.1





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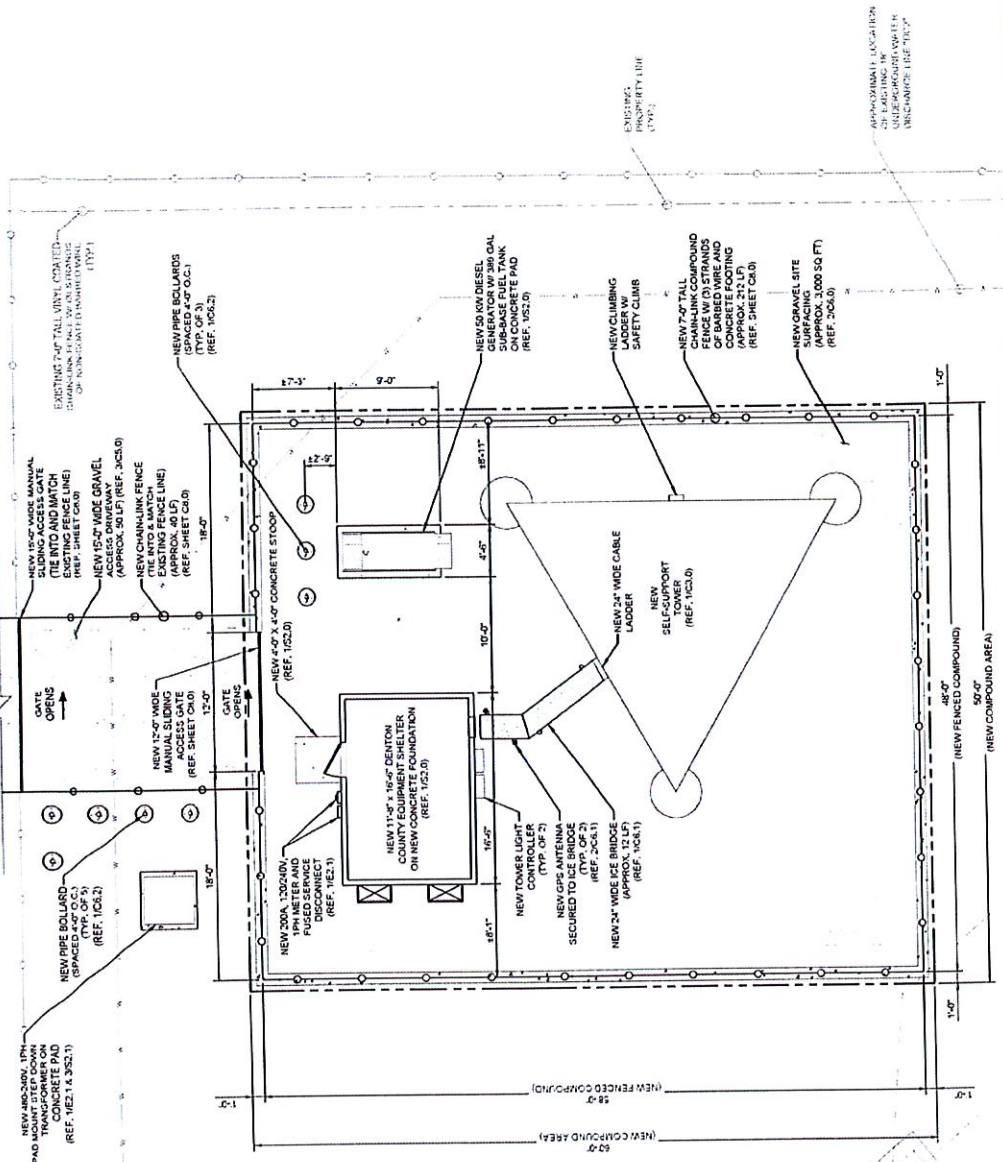
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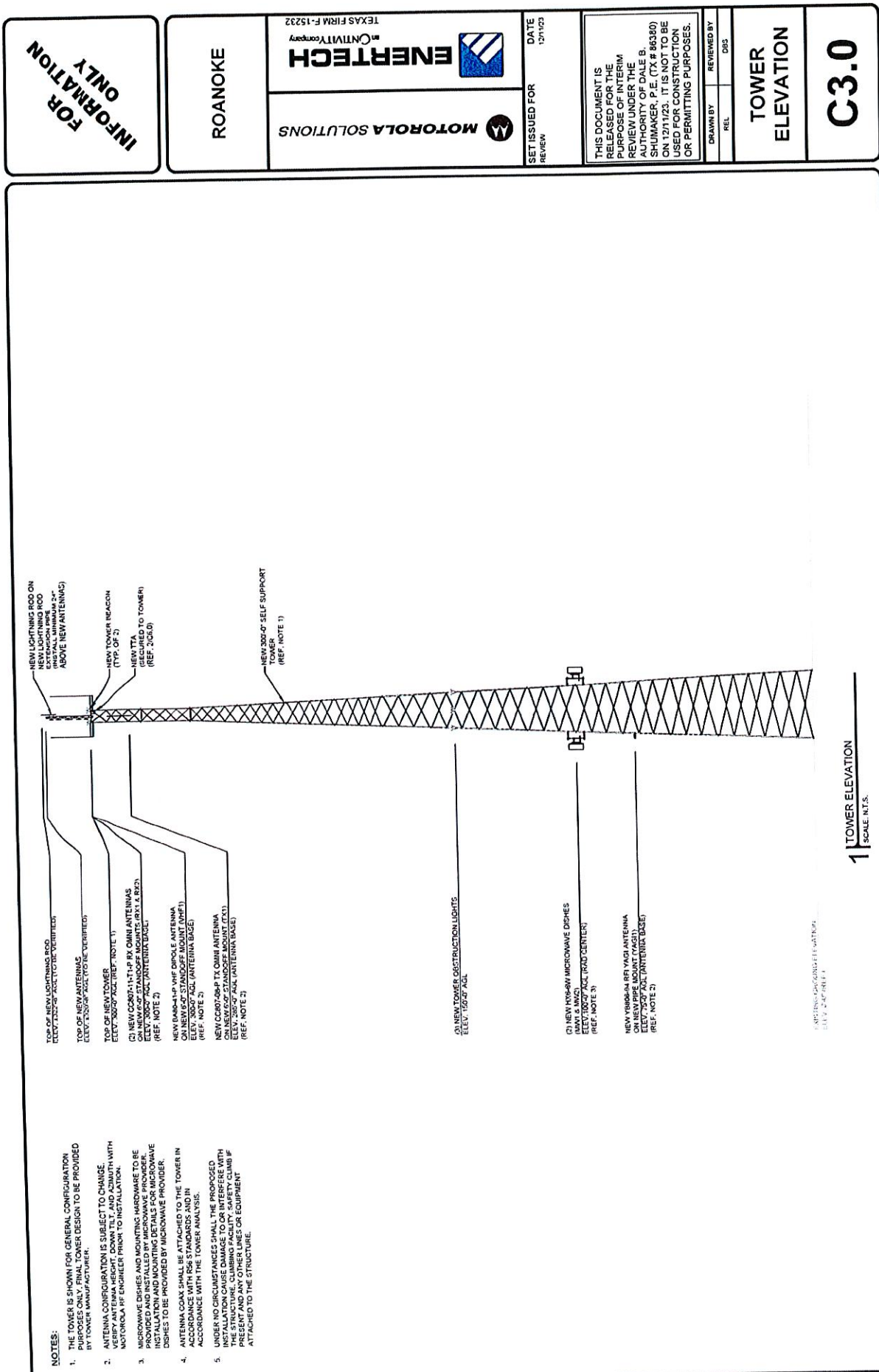
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DATE

NEW
COMPOUND
PLAN

C2.3



- NOTES:**
1. REFERENCE SURVEY BY UNIVERSITY SURVEYING, INC. (REF. 1020.0) REGARDING EXISTING SITE INFORMATION.
 2. SITE PLAN SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, QUANTITIES AND DIMENSIONS PRIOR TO STARTING ANY WORK. NOTIFY THE DESIGNER IMMEDIATELY IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
 3. CONTRACTOR SHALL RESTORE ALL DAMAGED AREAS TO PRE-CONSTRUCTION CONDITIONS.
 4. CONTRACTOR TO GRADE SITE TO DRAIN AWAY FROM NEW TOWER & EQUIPMENT.
 5. CONTRACTOR SHALL VERIFY FINAL TOWER DESIGN WITH RECEIVED TOWER PRIOR TO CONSTRUCTION START.
 6. EXISTING UNDERGROUND UTILITIES SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL LOCATE AND MARK UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.



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TOWER ELEVATION

C3.0

- NOTES:
1. THE TOWER IS SHOWN FOR GENERAL CONFIGURATION ONLY. ONLY FINAL TOWER DESIGN TO BE PROVIDED BY TOWER MANUFACTURER.
 2. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. ANTENNA HEIGHT, DOWN TILT, AND AZIMUTH WITH MOTOROLA RF ENGINEER PRIOR TO INSTALLATION.
 3. MICROWAVE DISHES AND MOUNTING HARDWARE TO BE PROVIDED AND INSTALLED BY MICROWAVE PROVIDER. INSTALLATION AND MOUNTING DETAILS TO BE PROVIDED BY MICROWAVE PROVIDER.
 4. ANTENNA COAX SHALL BE ATTACHED TO THE TOWER IN ACCORDANCE WITH RSE STANDARDS AND IN ACCORDANCE WITH THE TOWER ANALYSIS.
 5. UNDER NO CIRCUMSTANCES SHALL THE PROPOSED INSTALLATION OF ANTENNAS OR EQUIPMENT INTERFERE WITH PRESENT AND ANY OTHER LINES OR EQUIPMENT ATTACHED TO THE STRUCTURE.

1" TOWER ELEVATION
SCALE: N.T.S.

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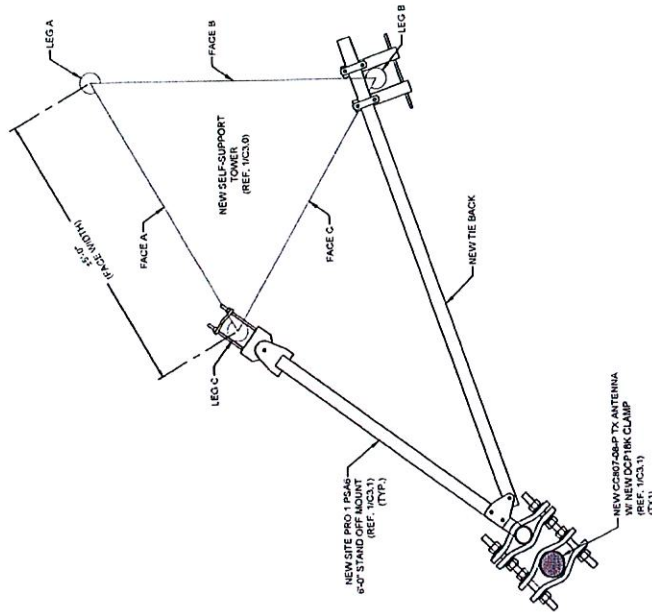
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DMS

ANTENNA
PLANS

C3.2

NOTES:

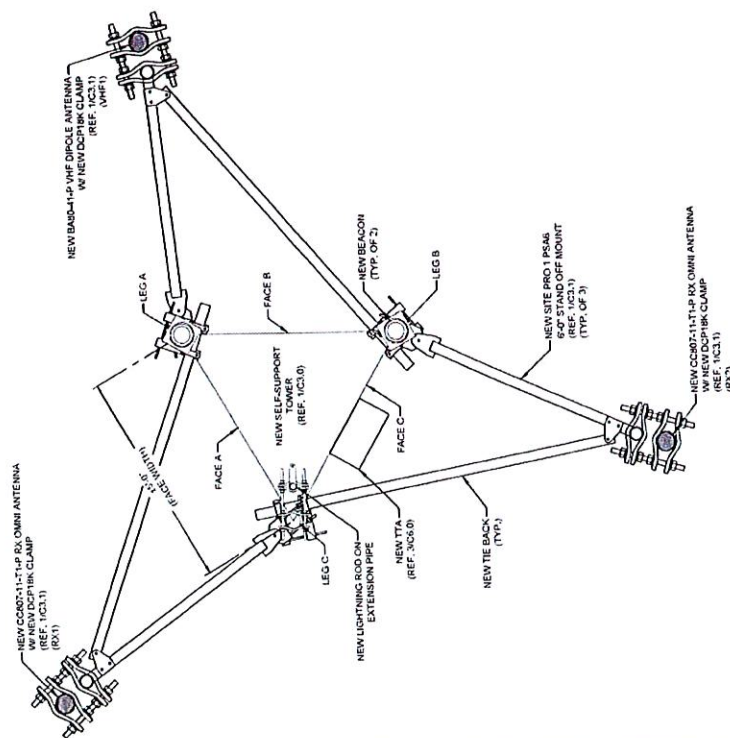
1. THE TOWER IS SHOWN FOR GENERAL CONFIGURATION PURPOSES ONLY. TOWER MAPPING AND STRUCTURAL ANALYSIS REQUIRED TO VERIFY EXISTING CONDITIONS AND STRUCTURAL INTEGRITY OF TOWER.
2. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT, DOWN TILT, AND AZIMUTH WITH MOTOROLA RF ENGINEER PRIOR TO INSTALLATION.



NEW ANTENNA PLAN
1 AT 295'-0" AGL
SCALE N.T.S.

NOTES:

1. THE TOWER IS SHOWN FOR GENERAL CONFIGURATION PURPOSES ONLY. TOWER MAPPING AND STRUCTURAL ANALYSIS REQUIRED TO VERIFY EXISTING CONDITIONS AND STRUCTURAL INTEGRITY OF TOWER.
2. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT, DOWN TILT, AND AZIMUTH WITH MOTOROLA RF ENGINEER PRIOR TO INSTALLATION.



NEW ANTENNA PLAN
1 AT 300'-0" AGL
SCALE N.T.S.

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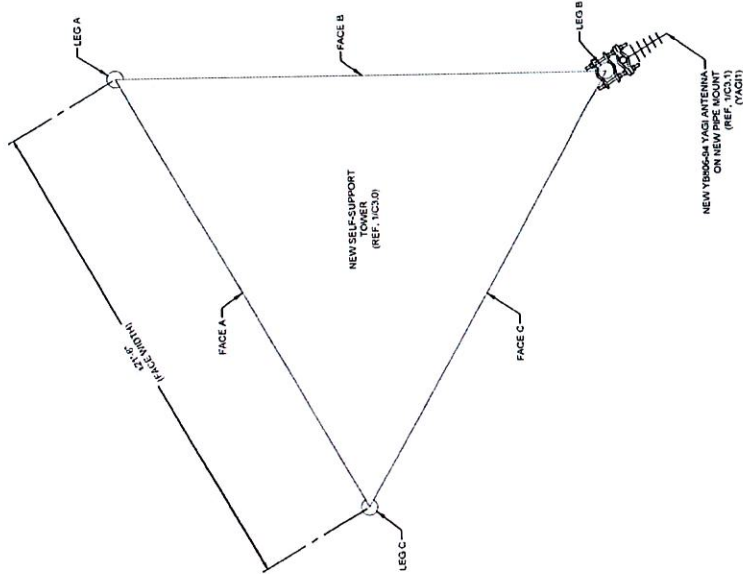
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**MICROWAVE
& ANTENNA
PLANS**

C3.3

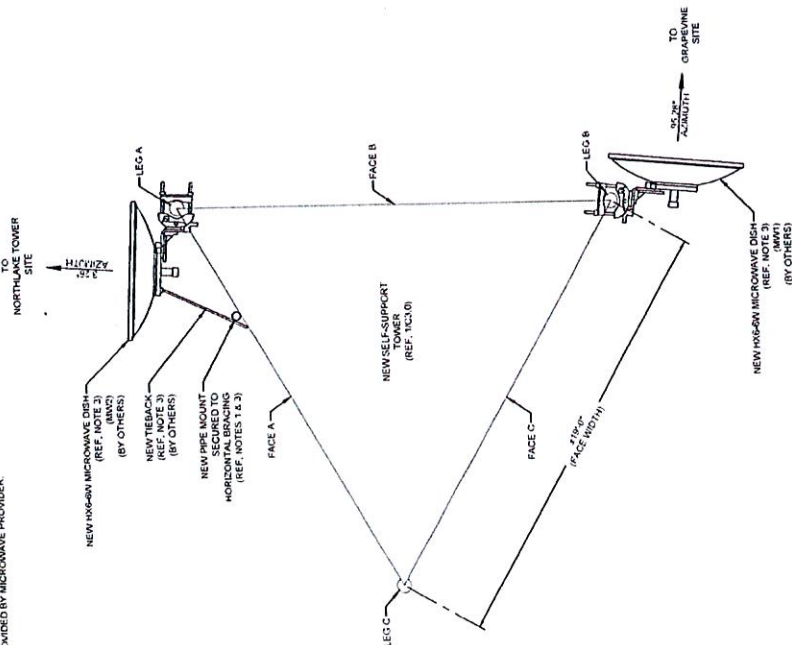
NOTES:

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2. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT, DOWN TILT, AND AZIMUTH WITH MOTOROLA RF ENGINEER PRIOR TO INSTALLATION.

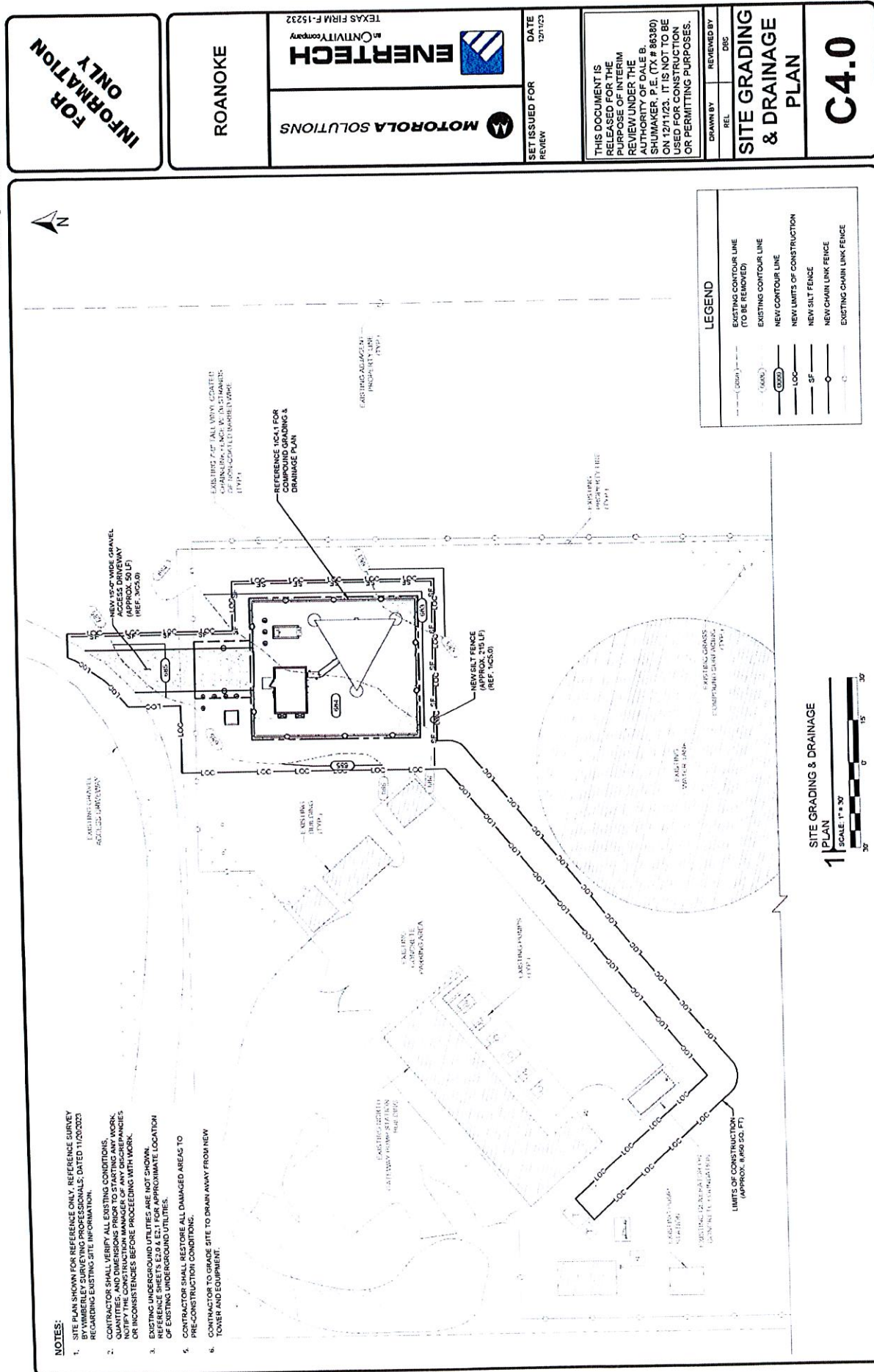


NEW ANTENNA PLAN
1" AT 75'-0" AGL
SCALE: N.T.S.

1. THE TOWER IS SHOWN FOR GENERAL CONFIGURATION PURPOSES ONLY. TOWER MAPPING AND STRUCTURAL ANALYSIS REQUIRED TO VERIFY EXISTING CONDITIONS AND STRUCTURAL INTEGRITY OF TOWER.
2. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT, DOWN TILT, AND AZIMUTH WITH MOTOROLA RF ENGINEER PRIOR TO INSTALLATION.
3. MICROWAVE DISHES AND MOUNTING HARDWARE TO BE PROVIDED AND INSTALLED BY MICROWAVE PROVIDER. INSTALLATION AND MOUNTING DETAILS FOR MICROWAVE DISHES TO BE PROVIDED BY MICROWAVE PROVIDER.



NEW MICROWAVE PLAN
1" AT 100'-0" AGL
SCALE: N.T.S.



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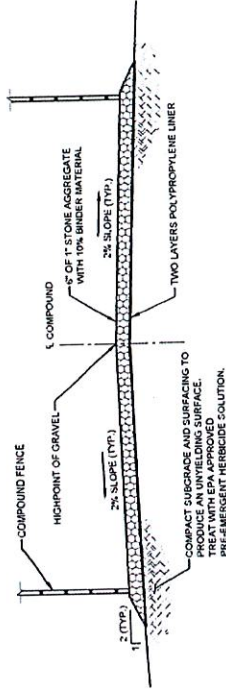
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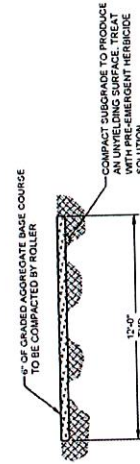
C5.0

NOTE:

1. CONTRACTOR SHALL GRADE SITE TO DRAIN AWAY FROM FOUNDATION LOCATIONS.



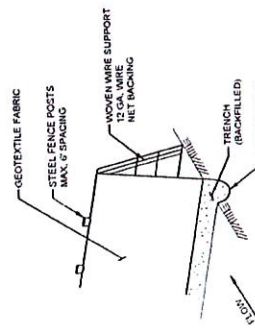
2 | COMPOUND SURFACING DETAIL
SCALE: N.T.S.



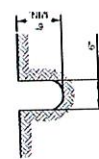
3 | GRAVEL DRIVEWAY DETAIL
SCALE: N.T.S.

SOIL AND EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS FOR SOIL EROSION AND SEDIMENT CONTROL AND OTHER REQUIREMENTS OF GOVERNMENTAL AUTHORITIES HAVING JURISDICTION.
2. MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION.
3. EROSION CONTROL DEVICES SHALL BE INSTALLED BEFORE GROUND DISTURBANCE OCCURS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EROSION CONTROL FOR ALL DISTURBED AREAS. EROSION CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. EROSION CONTROL DEVICES SHALL BE REPORTED TO THE CONSTRUCTION MANAGER IMMEDIATELY.
4. ALL SILT BARRIERS MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT BARRIER IS INSTALLED.
5. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
6. THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT REACHES 12" IN HEIGHT WITHIN SILT FENCE BARRIERS.
7. FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES MAY RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED.
8. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT IF REQUIRED SHALL BE PRESENT ON THE JOB SITE WHENEVER LAND DISTURBANCE ACTIVITY IS IN PROGRESS.
9. ANY AREA OF DISTURBANCE LEFT EXPOSED OR THAT IS ANTICIPATED TO BE EXPOSED BEYOND THE EXPOSURE PERIOD REQUIRED BY LOCAL AUTHORITIES SHALL BE STABILIZED WITH TEMPORARY SEEDING.
10. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROVIDED IF REQUIRED UPON INSPECTION BY AND DIRECTION FROM LOCAL AUTHORITIES.
11. UPON COMPLETION OF WORK, OR AS DIRECTED BY EROSION CONTROL AUTHORITIES, ALL DISTURBED AREAS NOT IMPROVED WITH GRAVEL SHALL BE SEEDDED WITH PERMANENT SEEDING MATERIAL SUITABLE FOR THE LOCAL GROUND AREA.

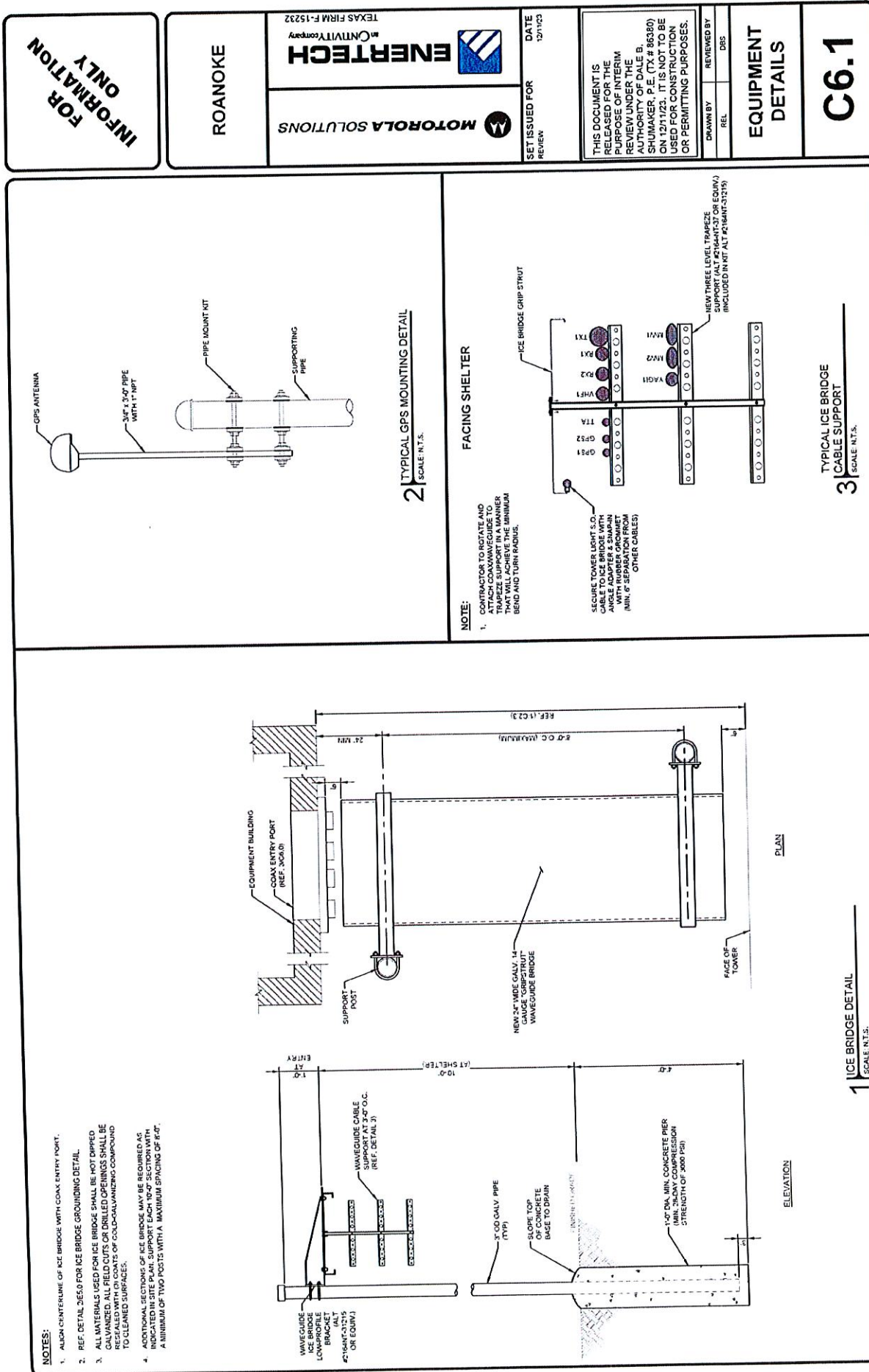


SILT FENCE

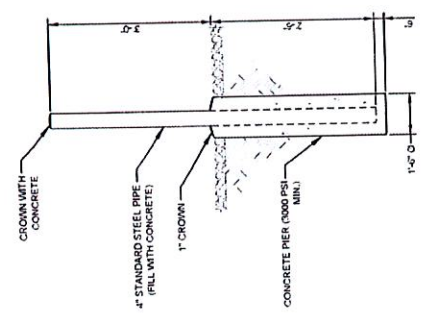


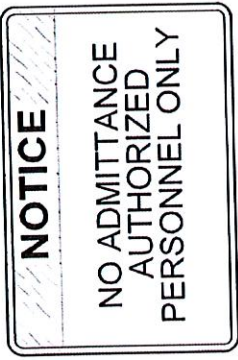
TRENCH CROSS SECTION

1 | SILT FENCE DETAIL
SCALE: N.T.S.



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		C6.2			

NOTES: 1. FILL PIPE WITH CONCRETE AND ROUND TOP. 2. SEE ENLARGED SITE PLAN FOR LOCATION OF NEW BOLLARDS. 3. PAINT PIPES SAFETY YELLOW.  CROWN WITH CONCRETE 4" STANDARD STEEL PIPE (FILL WITH CONCRETE) 1" CROWN CONCRETE PIER (ROUND PIPE MARK) 1 SCALE N.T.S.	THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK 2 NOT USED SCALE N/A
THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK 3 NOT USED SCALE N/A	THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK 4 NOT USED SCALE N/A

 NOTICE NO ADMITTANCE AUTHORIZED PERSONNEL ONLY	 NOTICE Radio frequency fields beyond this point may exceed the FCC general public exposure limit. Query all posted signs and site guidelines for working in radio frequency environments.	 DENTON COUNTY ROANOKE For Site Information Call PENDING FCC LIC. PENDING ASR# PENDING
SAFETY SIGNAGE NOTES: - ALL SIGNS MUST BE ALUMINUM UNLESS NOTED OTHERWISE. - ALL SIGNS SHALL COMPLY WITH REQUIREMENTS AS SET FORTH IN ANSI Z535.1, ANSI Z535.2, AND ANSI Z535.3. - ALL NECESSARY MATERIALS TO BE DELIVERED AND MOUNTED AS NEW IN A PERMANENT METHOD AND LOCATION. - SAFETY SIGNS MUST BE UNOBSCTURED AND CLEARLY VISIBLE. - SAFETY SIGNS MUST BE INSTALLED IN PERMANENT MOUNTING PRIOR TO TESTING OF ELECTRONIC EQUIPMENT FOR COMMISSIONING THE EQUIPMENT. - UNLESS NOTED OTHERWISE: • BACKGROUND IS TO BE WHITE • TEXT IS TO BE BLACK	8" x 12" ACCESS NOTICE SIGN • HATCHED AREAS TO BE BLUE • SIGN TO BE LOCATED AT SITE ENTRANCE ABOVE RF NOTICE SIGN	8" x 12" FCC RF NOTICE SIGN • HATCHED AREAS TO BE BLUE • SIGN TO BE LOCATED AT SITE ENTRANCE BELOW ACCESS NOTICE SIGN
1 RF GUIDELINE NOTICE SCALE: N.T.S.	2 ACCESS NOTICE SCALE: N.T.S.	5 RF EXPOSURE NOTICE SCALE: N.T.S.
3 NOT USED SCALE: N/A	6 RF EXPOSURE CAUTION SCALE: N.T.S.	18" x 12" FCC RF CAUTION SIGN • HATCHED AREAS TO BE YELLOW • SIGN TO BE LOCATED ON TOWER REAR CLIMBING ACCESS
THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK		
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ENERTECH		
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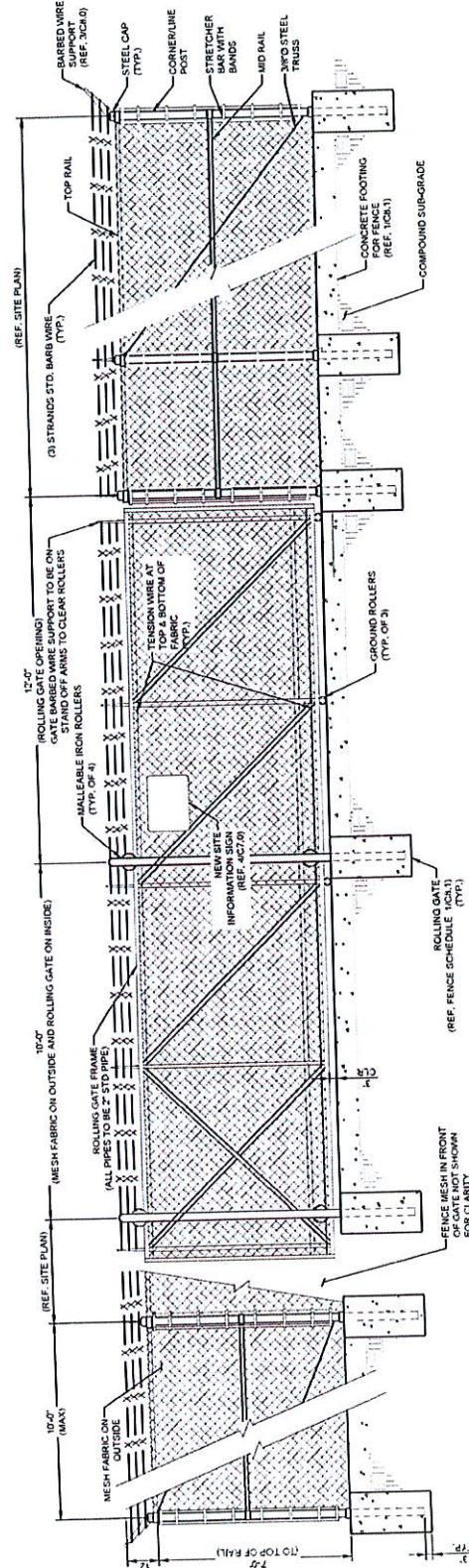
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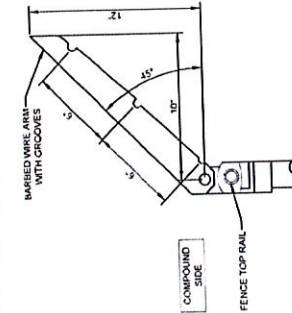
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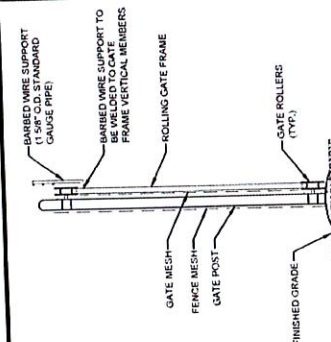
- NOTES:
1. ALL MATERIALS TO BE GALVANNEZED.
 2. MAXIMUM POST SPACING SHALL BE 10'-0".
 3. CONCRETE PIERS SHALL HAVE 3000 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH UNO.
 4. REFERENCE FENCE SCHEDULE FOR DETAILED FENCE MATERIAL SPECIFICATIONS. REF. CA-2
 5. LOCATION OF FENCING, LOCATION OF GATES, GATE WIDTH AND ANY SPECIAL FEATURES NECESSARY TO CONSTRUCT FENCING AND GATES SHALL BE SHOWN ON SITE PLAN. ALL DIMENSIONS ARE TO CENTER OF POSTS UNLESS NOTED OTHERWISE.
 6. ROLLING GATE SHALL CONFORM TO ASTM F1194, TYPE II. SHOP DRAWINGS TO BE SUBMITTED FOR REVIEW BY ENGINEER.
 7. TIE INTO AND MATCH EXISTING CONCRETE FOOTING & COMPOUND FENCING.



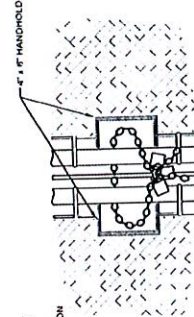
1 CHAIN LINK FENCE WITH SLIDING GATE DETAIL
SCALE: N.T.S.



3 BARBED WIRE ARM SUPPORT
DETAIL
SCALE: N.T.S.



2 SECTION THRU ROLLING GATE
SCALE: N.T.S.



4 GATE LOCK DETAIL
SCALE: N.T.S.

- NOTES:
1. ALL LOCKS SHOULD BE MARINE-GRADE BRASS LOCKS. ALL LOCKS SHOULD BE STAINLESS STEEL SHACKLE AND A SOLID BRASS BODY THAT PROVIDES STRENGTH AND CORROSION RESISTANCE.
 2. STAINLESS STEEL SHACKLES RESIST HICKGAWKS, BOLT CUTTERS, AND CORROSIVE WEATHER CONDITIONS.
 3. ALL LOCKS SHOULD BE A PROGRAMMABLE COMBINATION LOCK THAT IS STRONG, DURABLE AND HIGHLY WEATHER-RESISTANT.

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		SET ISSUED FOR REVIEW	DATE 12/1/23
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		DRAWN BY REL	REVIEWED BY D95
		FENCING DETAILS	
		C8.1	

	THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK 2 NOT USED SCALE: NA
	THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK 3 NOT USED SCALE: NA
	THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK 4 NOT USED SCALE: NA

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ROANOKE

MOTOROLA SOLUTIONS

TEXAS FIRM F-15232

ENERTECH



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10/11/23

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REL

REVIEWED BY
ONS

FENCING
SCHEDULE

C8.2

NOTES:

1. ALL MATERIALS TO BE GALVANIZED.
2. MAXIMUM POST SPACING SHALL BE 10'-0".
3. CONCRETE PIERS SHALL HAVE 3000 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH U.N.O.
4. REFERENCE FENCE SCHEDULE FOR DETAILED FENCE MATERIAL SPECIFICATIONS.
5. LOCATION OF FENCING, LOCATION OF GATES, GATE WIDTH AND ANY SPECIAL FEATURES NECESSARY TO CONSTRUCT FENCING AND GATES SHALL BE AS SHOWN ON SITE PLAN. ALL DIMENSIONS ARE TO CENTER OF POSTS, UNLESS NOTED OTHERWISE.
6. ROLLING GATE SHALL CONFORM TO ASTM F1144, TYPE II. SHOP DRAWINGS TO BE SUBMITTED FOR REVIEW BY ENGINEER.

FENCE COMPONENT	DIMENSION	HARDWARE AND FEATURES
FABRIC	7' HIGH, 6 GAUGE, 2" ZINC-COATED MESH	SELVEDGE TOP AND BOTTOM
EXTENSION ARMS	STAMPED STEEL WITH MALLEABLE IRON BASE	45 DEGREE, ANGLED OUTWARD
END, CORNER, AND PULL POSTS	ALL POSTS SHALL MEET FEDERAL SPEC. RR-FC-1910B TYPE I CLASS I STEEL GRADE A	
INTERMEDIATE POSTS	2" STANDARD PIPE	42" X 1/2" Ø CONCRETE FOOTING
ROLLING GATE POSTS	2 1/2" STANDARD PIPE	36" X 1/2" Ø CONCRETE FOOTING
WALKWAY GATE POSTS	3 1/2" STANDARD PIPE	48" X 1/2" Ø CONCRETE FOOTING
TOP RAILS	2" STANDARD PIPE	42" X 1/2" Ø CONCRETE FOOTING
MID RAILS	1 1/4" STANDARD PIPE	ATTACHED WITH PROPER FITTING
BRACE RODS	3/8" STEEL TRUSS	ATTACHED WITH PROPER FITTING
BOTTOM TENSION WIRE	1 1/4" X 3/4" FULL HEIGHT OF FABRIC	ALL SIDES
STRETCHER BARS	7 GAUGE, 1900 LB. TENSILE STRENGTH	SPACE TENSION BARS 15' ± O.C.
TIE WIRE	1/4" X 3/4" FULL HEIGHT OF FABRIC	12" O.C. FOR LINE POSTS & GATES 24" O.C. FOR RAILS AND TENSION WIRE
GATE FRAME	GAUGE STEEL	WELDED ASSEMBLY, GOND GALT, AND SILVER PAINT WELDED AREAS
POST CAPS	2" STANDARD PIPE	ALL POSTS
POST, RAIL AND GATE FITTINGS	PER POST DIAMETER	STAMPED STEEL OR MALLEABLE CASTING
GATE HINGES	AS REQUIRED	OFFSET TYPE WITH 180° SWING
DOUBLE GATE LATCH	AS REQUIRED	DUCKBILL LATCH ON ACTIVE LEAF, DROP BOLTS ON BOTH LEAFS
GATE STOPS (OPEN POSITION)	AS REQUIRED	AS REQUIRED
CHAIN LOCK	3/8" SIZE, 36" LONG	HOT DIPPED GALVANIZED

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STRUCTURAL NOTES

S1.0

STRUCTURAL NOTES

1.1 CODES

1.2 GENERAL

A. THE DETAILS DESIGNATED AS "TYPICAL DETAILS" APPLY GENERALLY TO THE DETAILS IN ALL AREAS WHERE CONDITIONS ARE SIMILAR TO THOSE DESCRIBED IN THE DETAIL.

B. ALL DIMENSIONS AND CONDITIONS OF EXISTING CONSTRUCTION SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION AND THE DRAWINGS SHALL BE REFERRED TO BY THE OWNER AND THE ENGINEER.

C. THE DESIGN AND PROVISION OF ALL TEMPORARY SUPPORTS - SUCH AS GUYS, BRACES, FALSE WORK, SUPPORTS, AND ANCHORS FOR SAFETY LINES, CRIBBING OR ANY OTHER TEMPORARY ELEMENTS - SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. TEMPORARY SUPPORTS SHALL NOT BE BRACED OR ANY ELEMENTS USED AS BRACE SUPPORTS.

D. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS SPECIFICALLY SHOW THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES, SEQUENCE, AND SAFETY.

E. THE ENGINEER SHALL NOT HAVE CONTROL OF AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES IN THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSON PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF THE CONTRACT TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

F. CONTRACTOR SHALL VERIFY EQUIPMENT SIZE AND LOCATION, NOTIFY OWNERS REPRESENTATIVE OF ANY DISCREPANCIES FROM PLANS.

G. THE CONTRACTOR SHALL NOTIFY THE OWNERS REPRESENTATIVE 48 HOURS IN ADVANCE OF THE TIME WHEN THE CONCRETE IS TO BE POURED FOR SCHEDULING SITE INSPECTIONS.

H. POSITIVE DRAINAGE SHALL BE PROVIDED ADJACENT TO ALL FOUNDATIONS SO FOUNDATIONS SHALL BE PROTECTED FROM WATER INfiltration.

I. DRAINAGE PATTERNS APPROVED AT THE TIME OF FINISH GRADING SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE TOWER.

1.3 FOUNDATION BACKFILL

A. PRIOR TO PLACING REQUIRED FILL MATERIAL, REMOVE FROM THE SITE ALL EXISTING OBSTRUCTIONS, DEBRIS, AND VEGETATION, AS WELL AS OTHER DELETERIOUS MATERIALS, INCLUDING ANY LOOSE OR EXCESSIVELY ORGANIC MATERIAL FROM A MINIMUM DEPTH OF 18 INCHES AND REMOVED FROM THE SITE. ALL EXPOSED SURFACES SHALL THEN BE INSPECTED BY PROBING AND TESTING.

B. THE EXPOSED SUBGRADE SHOULD NOT BE ALLOWED TO DRY OUT PRIOR TO PLACING SELECT STRUCTURAL FILL.

C. ALL FILL UNDER THE SLAB SHALL BE COMPACTED STRUCTURAL FILL MATERIAL, 10" MINIMUM THICKNESS BELOW SLAB, PROVIDE LEVEL SURFACE FOR SHELTER FOUNDATION.

D. AFTER PROFILING AND REPLACING AND WEAK YIELDING ZONES, SCARPING THE SUBGRADE TO A DEPTH OF 8 INCHES, MOISTURE CONTENT OF SOILS BETWEEN OPTIMUM MOISTURE CONTENT AND 2% BELOW OPTIMUM PERCENT PASSING NO. 40 SIEVE 94 - 96%.

E. REFERENCE GEOTECHNICAL ENGINEERING REPORT (IF AVAILABLE) FOR SUBGRADE CONDITIONING AND FILL RECOMMENDATIONS.

F. SELECT STRUCTURAL FILL MATERIAL SHALL MEET THE FOLLOWING GRADATION

PERCENT PASSING 3" SIEVE 100%
PERCENT PASSING NO. 40 SIEVE 94 - 96%
PERCENT PASSING NO. 200 SIEVE 0% - 5%
MAXIMUM ALLOWABLE ORGANIC CONTENT 3%
MAXIMUM LIQUIDITY INDEX 7 - 20

1.4 CONCRETE

A. CONCRETE IN THE FOLLOWING AREAS SHALL HAVE NATURAL OR CRUSHED SAND FINE AGGREGATE AND NORMAL WEIGHT COARSE AGGREGATE CONFORMING TO ASTM C33, TYPE I, WITH MAXIMUM SIZE OF 1 1/2" (38mm) (ASTM C33) SHALL HAVE THE FOLLOWING COMPRESSIVE STRENGTH

GRADE 4000 PSI
SLAB ON GRADE 4000 PSI

B. FLY ASH MAY BE USED AS A SUBSTITUTE TO REPLACE A PORTION OF THE SAND FINE AGGREGATE IN CONCRETE MIX, SUBJECT TO THE APPROVAL OF THE GENERAL CONTRACTOR AND THE STRUCTURAL ENGINEER. FLY ASH, WHEN USED, SHALL CONFORM TO ASTM C618, TYPE I, AND SHALL BE USED IN ACCORDANCE WITH THE SPECIFIC FLY ASH USED AND TO ACCOUNT FOR THE PROPERTIES OF THE FLY ASH CONCRETE THUS RESULTING. THE RATIO OF THE AMOUNT OF FLY ASH TO THE TOTAL WEIGHT OF FLY ASH AND CEMENT IN THE MIX SHALL NOT EXCEED 25 PERCENT.

C. ALL CONCRETE SHALL HAVE 4% ± 1.0% AIR ENTRAINMENT. SLUMP "Y" 1"

D. GROUT FOR BASE PLATES SHALL BE NON-SHRINKABLE, NON-METALLIC CONFORMING TO ASTM C927, AND SHALL HAVE A SPECIFIED COMPRESSIVE STRENGTH AT 28 DAYS OF 5000 PSI. PRE-CURING OF BASE PLATES SHALL NOT BE PERMITTED.

E. MIXING, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO ASTM C31.

F. MINIMUM CONCRETE COVER PROTECTION FOR REINFORCEMENT BARS SHALL BE AS FOLLOWS (SEE SECTION 7.7 FOR CONDITIONS NOT NOTED)

G. SELECT FILL SHALL BE PLACED IN LIFTS BETWEEN 8 INCHES AND 8 INCHES. THE MAXIMUM DRY DENSITY AS DETERMINED BY PROCTOR METHOD SHALL BE 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY PROCTOR METHOD. THE OPTIMUM MOISTURE CONTENT.

H. CONCRETE AND MOISTURE CONTENT OF SUBGRADE AND EACH LIFT OF SELECT FILL SHALL BE INSPECTED AND APPROVED BY A QUALIFIED ENGINEERING TECHNICIAN, SUPERVISED BY A GEOTECHNICAL ENGINEER.

1.5 MOISTURE MANAGEMENT

A. EVERY EFFORT SHALL BE MADE TO KEEP EXCAVATIONS DRY. SHOULD GROUNDWATER BE ENCOUNTERED.

B. SEEPAGE CAN BE EFFECTIVELY HANDLED BY SIMPLE DEWATERING METHODS, SUCH AS PERIPHERY DITCHES AND PUMPS. A SURFACE DRAIN COULD BE USED TO REMOVE EXCESS WATER FROM THE EXCAVATION. A FILTER.

C. CASE SHALL BE EXERCISED IN PUMPING DIRECTLY FROM THE EXCAVATION SINCE THIS MAY CAUSE DETEIORATION OF THE EXCAVATION BASE.

D. THE THRAPIC OF HEAVY EQUIPMENT INCLUDING HEAVY COMPACTION OF THE SHALLOWER SOILS.

1.6 SLAB ON GRADE

A. SLAB-ON-GRADE FOUNDATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING DESIGN FOR SITE PREPARATION, DRAINAGE, AND MAINTENANCE.

B. WITHIN THE AREA OF THE PROPOSED SLAB-ON-GRADE, REMOVE AND DISPOSE OF ALL EXISTING OBSTRUCTIONS, DEBRIS, AND EXCESSIVELY ORGANIC MATERIALS. ALL SOIL REQUIRED TO PROVIDE FOUNDATION BACKFILL BELOW AND ADJACENT TO THE SLAB AS INDICATED IN THE DRAWINGS. IF SOFT, WEAK, OR VIBRANT SOILS ARE ENCOUNTERED, THE CONTRACTOR SHALL ADVISE THE ENGINEER AND BRING BACK TO GRADE WITH FOUNDATION BACKFILL.

C. PLACE A 10" MIN. POLYETHYLENE (ASTM F1136) GLASS AL VAPOR BARRIER OVER COMPACTED SOIL PRIOR TO PLACING FOUNDATION SLAB.

D. REFER TO PLANS FOR STIFFENED SLAB-ON-GRADE DIMENSIONS, THICKNESS, AND REINFORCING.

E. THE TROWEL FINISHED CONCRETE SLAB-ON-GRADE FLOOR PROFILE SHALL COMPLY WITH THE FOLLOWING FLATNESS AND LEVELNESS VALUES AS DEFINED IN THE ASTM E 1155

FLATNESS (FF) 25
LEVELNESS (FL) 15

1.7 REINFORCING STEEL

A. CONCRETE REINFORCEMENT BARS SHALL CONFORM TO ASTM A615, GRADE 60.

B. DETAILING OF CONCRETE REINFORCEMENT BARS AND ACCESSORIES SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 315 "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT AND ACCESSORIES" AND THE RECOMMENDATIONS OF ACI 318R "MANUAL OF ENGINEERING AND CONSTRUCTION DRAWINGS FOR REINFORCED CONCRETE STRUCTURES" AND ORSI "MANUAL OF STANDARD PRACTICE".

C. HORIZONTAL FOOTING REINFORCEMENT SHALL BE CONTINUOUS AND SHALL HAVE 90 DEGREE BENDS AND EXTENSIONS, OR CORNER BARS OF EQUIVALENT SIZE LAPPED 36 BAR DIAMETER, AT CORNERS AND INTERSECTIONS.

D. REINFORCEMENT BARS SHALL NOT BE TACKED, WELDED, HEATED, OR CUT IN ANY MANNER. ALL REINFORCEMENT SHALL BE DOCUMENTED ON REINFORCEMENT BY THE STRUCTURAL ENGINEER.

E. BARS IN SLABS ON GRADE SHALL BE SUPPORTED ON SMALL PIECES OF WOOD OR ACCESSORIES WITH "SAND" PLATES WHICH PROVIDE 2" COVER.

1.8 MISCELLANEOUS

A. ALL GROUT FOR STEEL BEARING AND LEVELING SHALL BE NON-SHRINK AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI.

CONCRETE EXPOSED TO WEATHER
#5 BARS AND SMALLER
ALL OTHER BARS
1 1/2 INCHES
2 INCHES

CONCRETE COVER AGAINST EARTH
TOP
1 1/2 INCHES
2 INCHES
3 INCHES

BOARD FORMED SIDES
EARTH FORMED SIDES
1 1/2 INCHES
2 INCHES
3 INCHES

SLABS ON GRADE
SMALL LAYER OF SOIL
BOTTOM LAYER OF SOIL
2 INCHES
3 INCHES
4 INCHES

PROVIDE STANDARD BAR CHAIRS AND SPACERS AS REQUIRED TO MAINTAIN CONCRETE PROTECTION SPECIFIED.

NO PIPE SLEEVES SHALL PASS THROUGH STRUCTURAL CONCRETE WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER. CAST IN SLEEVES SHALL BE CAST IRON OR SCHEDULE 40 STEEL PIPE.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADEQUACY OF THE FORMS AND SHORING AND FOR SAFE PRACTICE IN THEIR USE AND REMOVAL.

1.9 REINFORCING STEEL

A. CONCRETE REINFORCEMENT BARS SHALL CONFORM TO ASTM A615, GRADE 60.

B. DETAILING OF CONCRETE REINFORCEMENT BARS AND ACCESSORIES SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 315 "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT AND ACCESSORIES" AND THE RECOMMENDATIONS OF ACI 318R "MANUAL OF ENGINEERING AND CONSTRUCTION DRAWINGS FOR REINFORCED CONCRETE STRUCTURES" AND ORSI "MANUAL OF STANDARD PRACTICE".

C. HORIZONTAL FOOTING REINFORCEMENT SHALL BE CONTINUOUS AND SHALL HAVE 90 DEGREE BENDS AND EXTENSIONS, OR CORNER BARS OF EQUIVALENT SIZE LAPPED 36 BAR DIAMETER, AT CORNERS AND INTERSECTIONS.

D. REINFORCEMENT BARS SHALL NOT BE TACKED, WELDED, HEATED, OR CUT IN ANY MANNER. ALL REINFORCEMENT SHALL BE DOCUMENTED ON REINFORCEMENT BY THE STRUCTURAL ENGINEER.

E. BARS IN SLABS ON GRADE SHALL BE SUPPORTED ON SMALL PIECES OF WOOD OR ACCESSORIES WITH "SAND" PLATES WHICH PROVIDE 2" COVER.

1.8 MISCELLANEOUS

A. ALL GROUT FOR STEEL BEARING AND LEVELING SHALL BE NON-SHRINK AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI.

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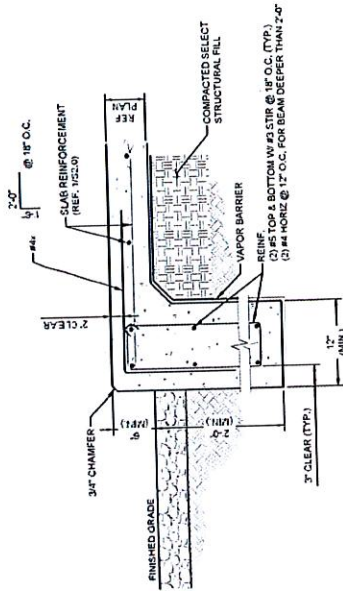
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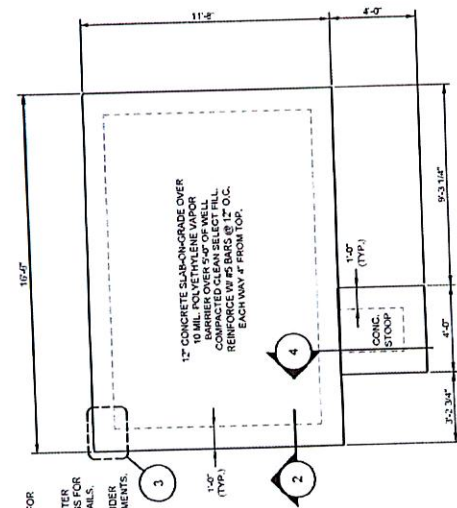
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DMS

EQUIPMENT
SHELTER
FOUNDATION
PLAN & DETAILS

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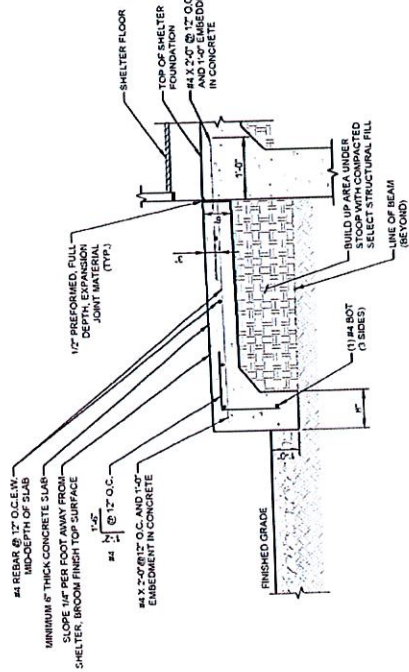


2 PERIMETER BEAM SECTION
SCALE N/A

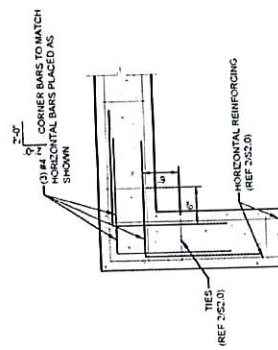


1 SHELTER FOUNDATION PLAN
SCALE N.T.S.

- NOTES:
1. REFER TO CIVIL DRAWINGS FOR PLAN NORTH.
 2. REFER TO EQUIPMENT SHELTER FOUNDATION ATTACHMENT DETAILS FOR SHELTER ATTACHMENT DETAILS.
 3. REFER TO SHEET S1 FOR UNDER SLOPES.
 4. SLOPES SELECT FILL REQUIREMENTS.



4 TYPICAL CORNER REINFORCEMENT DETAIL
SCALE N.T.S.



3 TYPICAL STOOP DETAIL
SCALE N.T.S.

THIS SPACE HAS BEEN
INTENTIONALLY LEFT BLANK

5 NOT USED
SCALE N/A

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NOTES:

- REFER TO CIVIL DRAWINGS FOR PLAN NORTH.
- REFER TO GENERATOR SPECIFICATIONS FOR SIZE, QUANTITY, AND SPACING OF ANCHORS.

NOTES:

- REFER TO CIVIL DRAWINGS FOR PLAN NORTH.
- REFER TO TRANSFORMER SPECIFICATIONS FOR SIZE, QUANTITY, AND SPACING OF ANCHORS.

TYPICAL GENERATOR TANK
FOUNDATION PLAN
1 SCALE N.T.S.

TYPICAL PAD MOUNT
TRANSFORMER FOUNDATION PLAN
3 SCALE N.T.S.

TYPICAL GENERATOR
FOUNDATION DETAIL
2 SCALE N.T.S.

THIS SPACE HAS BEEN
INTENTIONALLY LEFT BLANK

4 NOT USED
SCALE N/A

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GROUNDING SPECIFICATIONS		SET ISSUED FOR REVIEW		DATE 12/1/23		THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DALE B. SHUMAKER, P.E. (TX # 86380) ON 12/1/23. IT IS NOT TO BE USED FOR CONSTRUCTION OR PERMITTING PURPOSES.	
ELECTRICAL & GROUNDING NOTES		REVIEWED BY REL		DESIGNED BY DMS		E1.0	

GROUNDING SPECIFICATIONS PART 1 GENERAL A. GROUNDING SHALL BE INSTALLED PER MOTOROLA R56 STANDARDS AND UNLESS OTHERWISE SPECIFIED. CONNECTIONS A. ALL EXTERNAL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELDING PROCESS. EXOTHERMIC WELDING SHALL BE USED FOR ALL CONNECTIONS. LONG BARREL LUGS, NO SINGLE-HOLE, CRIMP-ON, OR SOLDER TO CABLE SPLICE. ALL DATUMS SHALL BE TO THE CENTER OF THE CONDUCTOR. ALL CONNECTIONS SHALL BE MADE PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES. B. ALL INTERIOR GROUNDING AND BONDING CONDUCTORS SHALL BE EXOTHERMIC WELDED TO THE CONDUCTORS THEY ARE CONNECTING. MECHANICAL CONNECTIONS, FITTINGS OR CONNECTIONS THAT DEPEND SOLELY ON SOLDER SHALL NOT BE USED. GROUND RODS A. ALL GROUND RODS SHALL BE CORROSION RESISTANT STEEL 5/8" DIAMETER X 4' LONG. GROUND RODS SHALL BE LOCATED AT LEAST 10 FEET FROM FOUNDATION. GROUND RODS SHALL BE LOCATED SO AS TO AVOID THE TOWER FOUNDATION. B. IF ROCKS ENCOUNTERED, GROUND RODS MAY BE DRIVEN AT AN OBLIQUE BURIED HORIZONTALLY AND PERPENDICULAR TO THE BUILDING, IN A TRENCH AT LEAST 36" DEEP. C. GROUND RODS SHALL BE BURIED TO A MINIMUM DEPTH OF 30 INCHES BELOW FINISHED GRADE, WHERE POSSIBLE, OR BURIED BELOW THE FREEZE LINE, WHICHEVER DEPTH IS GREATER. D. GROUND RODS SHALL NOT BE INSTALLED MORE THAN 15 FEET APART, OR TWICE THE LENGTH OF THE ROD AND NOT LESS THAN 8 FEET PER NFPA 70, ARTICLE 250-56. GROUND BARS A. ALL GROUND BARS SHALL BE 1/2" THICK BARE COPPER PLATES AND OF SUFFICIENT SIZE TO GROUND ATTACHMENTS INDICATED IN THE DRAWINGS. PERMIT THE CONVENIENT USE OF TWO-HOLE LUGS. B. THE METHOD OF ATTACHMENT OF THE GROUNDING ELECTRODE CONDUCTOR TO EXTERIOR AND TOWER GROUND BARS SHALL BE EXOTHERMIC OR IRREVERSIBLE HIGH COMPRESSION. CABLES A. ALL EXTERIOR GROUNDING CABLES SHALL BE #2 STRANDED GREEN JACKETED COPPER WIRE UNLESS INDICATED OTHERWISE ON DRAWINGS. B. WHEN THE DIRECTION OF THE CONDUCTOR MUST CHANGE, IT SHALL BE MADE WITH A MINIMUM RADIUS OF 18 INCHES. ALL BENDS SHALL BE MADE WITH THE GREATEST PRACTICAL RADIUS AND SHALL NOT BE LESS THAN 90°. C. ALL CONDUITS SHALL BE MECHANICALLY SUPPORTED. D. ALL METALLIC CONDUIT SHALL USE GROUNDING-BUSHING CONNECTIONS. E. ALL CONDUITS USED AS RACEWAYS FOR GROUNDING CONDUCTORS SHALL BE BONDED AT BOTH ENDS IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC). F. PROVIDE WIRE PROTECTION PIPES AT ALL GROUND WIRES AT GRADE. LEVEL PER GROUND WIRE PROTECTION DETAIL. GROUNDING RING A. THE GROUND RING LOCATING THE BUILDING SHALL BE A MINIMUM SIZE WITH THE EARTH AT A MINIMUM DEPTH OF 36 INCHES. CONDUCTOR BENDS SHALL HAVE A MINIMUM RADIUS OF 8 INCHES. B. ALL EXTERNAL GROUND RINGS ARE TO BE JOINED TOGETHER AND ALL CONNECTIONS SHALL BE EXOTHERMIC OR IRREVERSIBLE HIGH COMPRESSION. NO LUGS OR CLAMPS WILL BE ACCEPTED. FENCE/GATE A. GROUND ALL SECTIONS OF FENCE AND GATE AS INDICATED ON DRAWINGS. GROUND EACH GATE POST AND CORNER POST. ALL CONNECTIONS FOR THE FENCE GROUND SYSTEM SHALL BE EXOTHERMIC WELD AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES. DISSIMILAR METALS A. BONDING OF TWO DISSIMILAR METALS MAY RESULT IN GALVANIC CORROSION. A REACTION THAT OCCURS AT THE JUNCTION OF DISSIMILAR METALS WHEN THEY ARE EXPOSED TO MOISTURE. THE DEGREE AND RATE		CONDUIT A. PROVIDE A COMPLETE ASSEMBLY OF CONDUIT, TUBING OR DUCT WITH FITTINGS, INCLUDING: CONDUIT, TUBING OR DUCT, EXPANSION FITTINGS, OTHER COMPONENTS AND ACCESSORIES AS NEEDED. CONNECTIONS AND JOINTS MUST BE COMPRESSION TYPE TO MEET R56 FOR BONDING REQUIREMENTS. B. FITTINGS SHALL BE DESIGNED AND APPROVED FOR THE SPECIFIC USE INTENDED. PROVIDE INSULATED THROUGH THE ROOF. PROVIDE INSULATED THROUGH THE ROOF. PROVIDE INSULATED THROUGH THE ROOF. C. MINIMUM CONDUIT SIZE IN ALL CLASSES SHALL BE 1/2" UNLESS SPECIFIC SIZE IS SHOWN IN THE SPECIFICATIONS OR ON THE DRAWINGS. D. RIGID STEEL CONDUIT SHALL BE HEAVY-WALL STEEL TUBE WITH METALLIC HO-DRIP GALVANIZED COATING ON INTERIOR AND EXTERIOR. HO-DRIP GALVANIZED COATING ON INTERIOR AND EXTERIOR. HO-DRIP GALVANIZED COATING ON INTERIOR AND EXTERIOR. HO-DRIP GALVANIZED COATING ON INTERIOR AND EXTERIOR. E. UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC (UNLESS NOTED OTHERWISE). F. AS A MINIMUM, CONDUIT SIZES SHALL BE IN ACCORDANCE WITH NEC SCHEDULE 40. IF LARGER SIZE IS SCHEDULED OR INDICATED, THE LARGER SIZE SHALL BE USED. CONDUIT INSTALLATION A. ANCHOR CONDUIT WITH HANGERS. CONDUIT STRAPS OR OTHER DEVICES SPECIFICALLY LISTED FOR THE PURPOSE OF SUPPORTING CONDUIT SHALL NOT BE USED. USE TRAPZEE HANGERS FOR MULTIPLE PARALLEL CONDUIT RUNS. B. ALL CONDUIT INSERTS SHALL BE GALVANIZED OR CADMIUM PLATED. INDIVIDUAL HANGERS, TRAPZEE HANGERS AND RODS SHALL BE PRIME COATED. C. INSTALL HORIZONTAL RUNS OF CONDUIT TO PROVIDE A NATURAL DRAIN TO PREVENT MOISTURE COLLECTING IN THE POCKETS OR TRAPS. D. CONDUIT ENDS WITH CONDUIT IS INSTALLED TO PREVENT FOREIGN OBJECTS FROM ENTERING CONDUIT. E. FITTINGS AND CONDUITS SHALL BE APPROVED FOR GROUNDING CONDUCTOR OF PROPER AMPACITY. LEAVE TERMINATION OF SUCH JUMPIERS EXPOSED. F. INSTALL (1) 300 POUND PLYCON PULL CORDS IN ROUGH-IN RACEWAYS. G. INSTALL OFFSETS, PULL BOXES AND ELBOWS AS REQUIRED TO ACCOMPLISH A HANGAROUS ROUTING OF THE SYSTEMS. H. OPENINGS AROUND ELECTRICAL PENETRATIONS THROUGH FIRE RESISTANT RATED PARTITIONS SHALL BE PROTECTED WITH FIRE RESISTANT RATED PARTITIONS. EACH PENETRATION SHALL BE PROTECTED WITH FIRE RESISTANT RATED PARTITIONS TO MAINTAIN THE FIRE RESISTANT RATING. JUNCTION AND PULL BOXES A. USE GALVANIZED PULL AND JUNCTION BOXES THAT COMPLY WITH NEC AS TO SIZE AND CONSTRUCTION. B. FOR JUNCTION AND PULL BOXES, USE BOXES NOT LESS THAN 4" SQUARE AND 1 1/2" DEEP WITH REMOVABLE COVERS. C. IN WET AREAS OR OUTDOORS, USE CAST ALUMINUM OR CAST IRON BOXES WITH THREADED NUTS AND WASHER COVERS. D. INSTALL JUNCTION AND PULL BOXES IN ACCESSIBLE LOCATIONS. POSITION BOXES SO COVERS CAN BE REMOVED. E. INSTALL BOXES ON CONCRETE OR CONCRETE FOUNDATION WITH COVERS FLUSH WITH FINISH.	
---	--	---	--

ELECTRICAL REQUIREMENTS A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL AND NATIONAL ELECTRICAL CODES. B. ALL WORK SHALL BE COMPLETED BY A CERTIFIED MASTER ELECTRICIAN. C. ALL WORK SHALL CONFORM TO THE LATEST VERSION OF MOTOROLA R56 STANDARDS. D. AFTER INSTALLATION TEST ALL CONDUCTORS FOR SHORTS AND GROUND BEFORE ENERGIZING. GUARANTEE A. THE CONTRACTOR SHALL FURNISH A WRITTEN CERTIFICATE GUARANTEEING ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF ELECTRICAL WORK. THE CONTRACTOR SHALL FURNISH A WRITTEN CERTIFICATE GUARANTEEING ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF ELECTRICAL WORK. THE CONTRACTOR SHALL FURNISH A WRITTEN CERTIFICATE GUARANTEEING ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF ELECTRICAL WORK. FEEDERS, SWITCHES, METERING EQUIPMENT A. MAKE ARRANGEMENTS WITH OWNERS AS NEEDED TO BRING IN BRANCH FEEDERS FOR ELECTRICAL SERVICE AS SHOWN ON DRAWINGS. ALL FEEDERS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST VERSION OF MOTOROLA R56 STANDARDS. PROVIDE METER AS SHOWN ON DRAWINGS. PANELBOARD CONSTRUCTION A. PANELBOARD SHALL CONSIST OF A CAN, FRONT, INTERIOR AND CIRCUIT BREAKER. ALL PANELBOARD SHALL BE MANUFACTURED BY A MANUFACTURER WHOSE NAME SHALL BE IN COMPLIANCE WITH APPLICABLE UL STANDARDS. EACH PANEL SHALL HAVE A DOOR MOUNTED ON A SEMI-CONCEALED HINGES WITH A CTYPTON LOCK. ALL PANELS WITH MASTER KEY. ALL PANELS SHALL BE FINISHED WITH BAKED-ON GRAY ENAMEL OVER RUST INHIBITOR COAT. PANEL BOARDS SHALL BE AS MANUFACTURED BY G.E., ITE, SQUARE D OR CUTLER HAMMER. MIRING A. CONDUCTORS SHALL BE TYPE THINWALL INSULATION. B. INSTALL CONDUCTORS IN CLEAN, DRY CONDUITS. USE UL APPROVED PULLING LUBRICANT WHERE REQUIRED. C. USE #12 AS MINIMUM CONDUCTOR SIZE FOR POWER SYSTEMS. ALL CONTROL WIRES SHALL BE STRANDED AND TERMINATED WITH CRIMPED-ON LUGS. D. MAKE CONNECTION, SPLICES AND TAPS ONLY IN APPROVED BOXES AND FITTINGS. MAKE CONNECTIONS IN APPROVED BOXES AND FITTINGS. MAKE CONNECTIONS IN APPROVED BOXES AND FITTINGS. MAKE CONNECTIONS IN APPROVED BOXES AND FITTINGS. E. WHERE FACTORY COLOR CODED CONDUCTORS ARE NOT AVAILABLE, USE OF COLOR CODED VINYL PLASTIC TAPE AT EACH END OF EACH CONDUCTOR.		GROUNDING SPECIFICATIONS PART 1 GENERAL A. CONTRACTOR SHALL PROVIDE ALL ITEMS OF LABOR AND MATERIALS TO MAKE A COMPLETE GROUNDING SYSTEM. CONTRACTOR SHALL MAKE A COMPLETE GROUNDING SYSTEM. CONTRACTOR SHALL MAKE A COMPLETE GROUNDING SYSTEM. CONTRACTOR SHALL MAKE A COMPLETE GROUNDING SYSTEM. B. MAIN POWER BRANCHFEEDERS AS REQUIRED. C. BRANCH FEEDER FOR POWER AND LIGHTING. D. ALL ELECTRICAL CONDUCTORS AND CONDUIT. E. ALL WIRING DEVICES, SAFETY SWITCHES. F. ALL LIGHTING FIXTURES AND LAMPS. G. ALL COMMUNICATION PROTECT CONDUIT SYSTEMS. H. LIGHTNING SURGE PROTECTION DEVICE. I. ANTENNA AND EQUIPMENT GROUNDING.	
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ELECTRICAL & GROUNDING SYMBOLS

ELECTRICAL ABBREVIATIONS

[illegible]

ELECTRICAL & GROUNDING SYMBOLS

	TRANSFORMER		SERVICE METER
	SERVICE DISCONNECT WITH NEUTRAL TO GROUND BOND		FUSED DISCONNECT WITH ENCLOSURE
	CIRCUIT BREAKER WITH ENCLOSURE		CIRCUIT BREAKER WITH ENCLOSURE
	TRIPLEX RECEPTACLE		DUPLEX RECEPTACLE
	DUPLEX RECEPTACLE		QUAD RECEPTACLE WITH QUAD COVER PLATE
	WEATHER PROOF WHILE IN USE ENCLOSURE CONTAINING GROUND FAULT CIRCUIT INTERRUPTER DUPLEX RECEPTACLE		WEATHER PROOF WHILE IN USE ENCLOSURE CONTAINING GROUND FAULT CIRCUIT INTERRUPTER DUPLEX RECEPTACLE
	AUTOMATIC TRANSFER SWITCH (ATS)		PANEL BOARD OR LOAD CENTER
	GENERATOR		TRANSIENT VOLTAGE SURGE SUPPRESSOR (TVSS)
	ALARM RELAY		EQUIPMENT RACK (ARROW INDICATES FRONT)
	GROUND ROD		GROUND ROD & INSPECTION WELL
	GROUND BAR		EXOTHERMIC WELD
	IRREVERSIBLE HIGH COMPRESSION CONNECTION		MECHANICAL CONNECTION (BROCK LUG, CONDUIT GROUND CLAMP, ETC.)
	GROUND CONDUCTOR		GROUND CONDUCTOR

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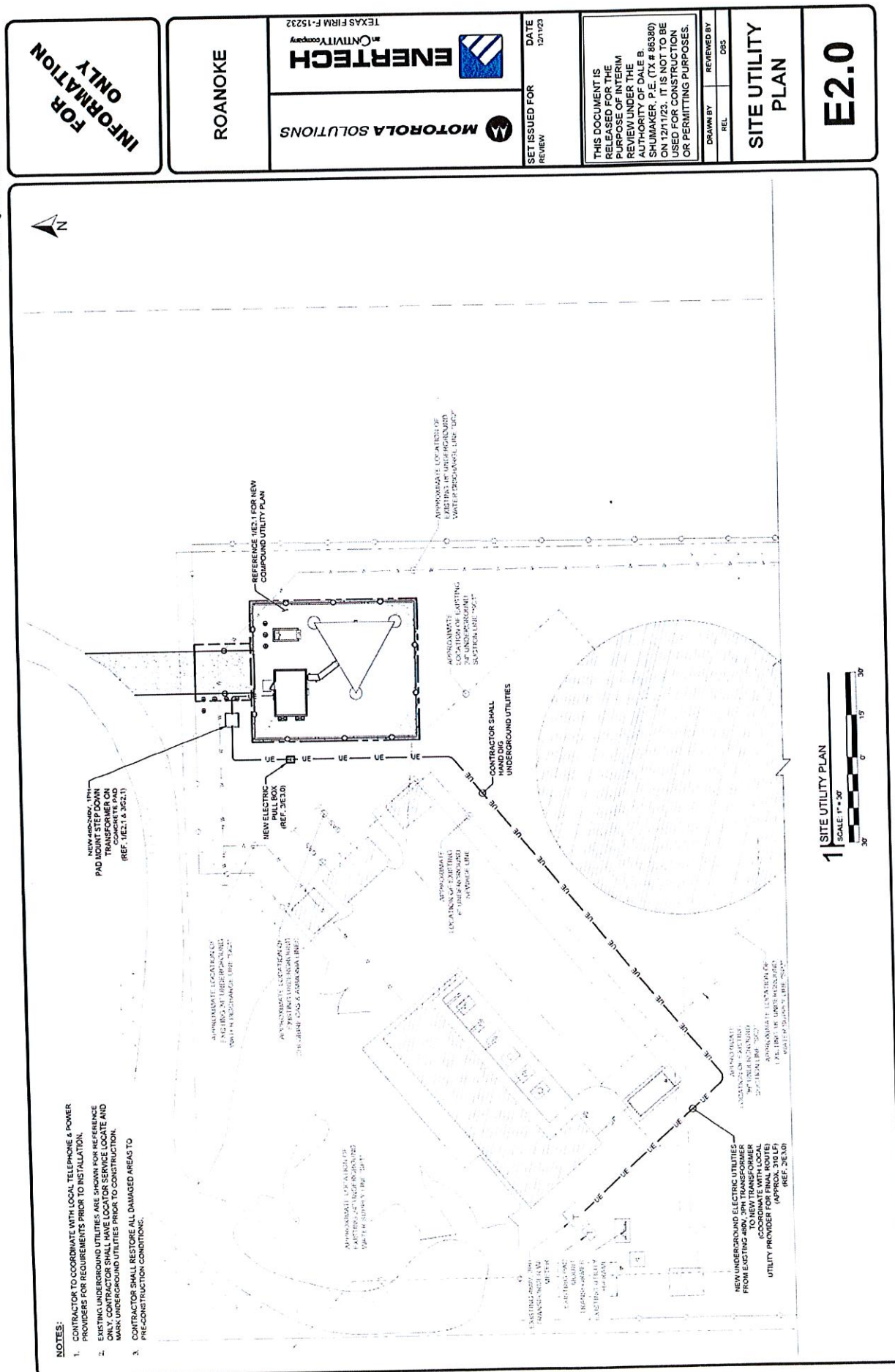
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UTILITY ABBREVIATIONS & SYMBOLS

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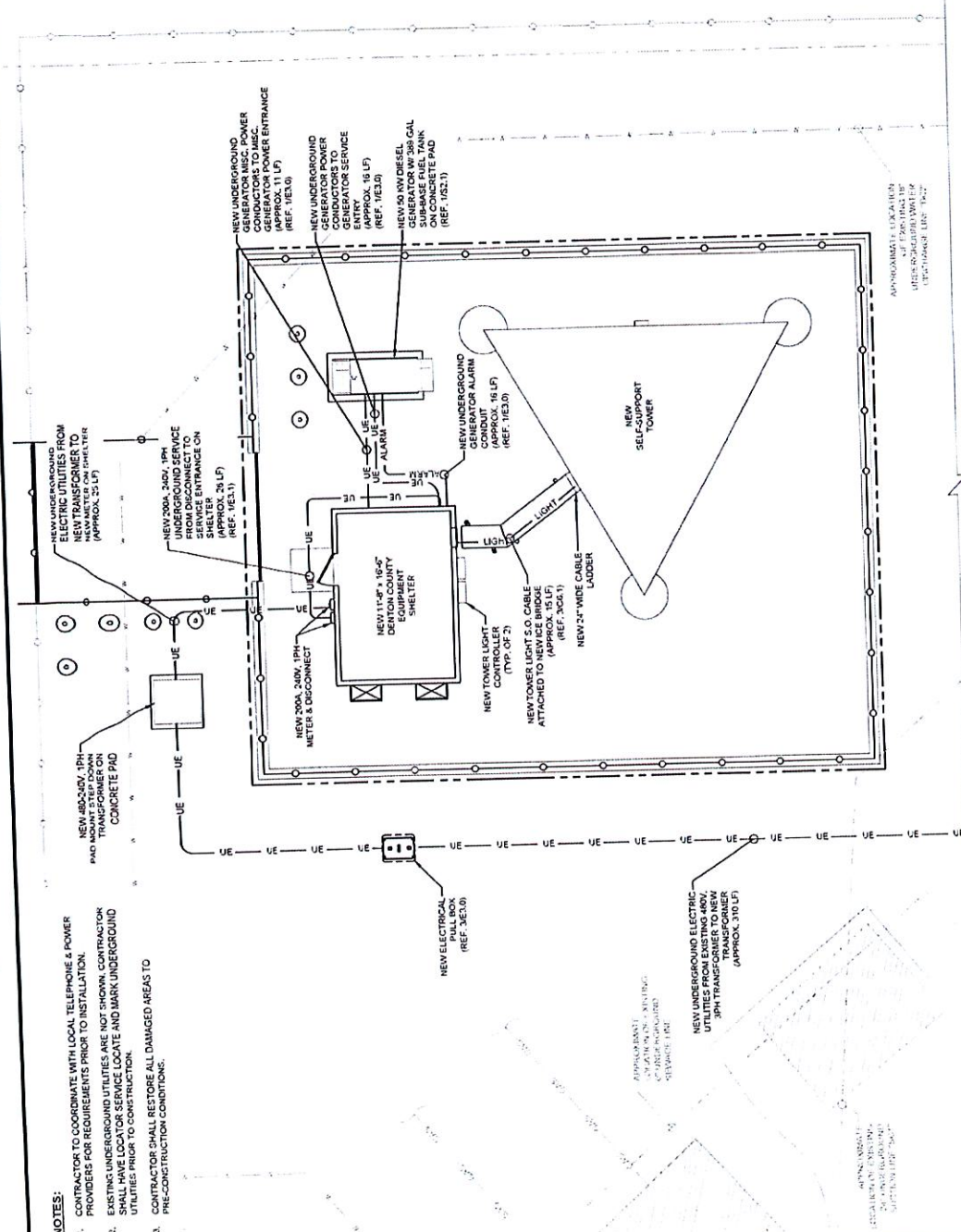
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COMPOUND
UTILITY PLAN

E2.1



1 COMPOUND UTILITY PLAN
SCALE 1" = 30'

- NOTES:
1. CONTRACTOR TO COORDINATE WITH LOCAL TELEPHONE & POWER PROVIDERS FOR REQUIREMENTS PRIOR TO INSTALLATION.
 2. EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. CONTRACTOR SHALL HAVE LOCATOR SERVICE LOCATE AND MARK UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
 3. CONTRACTOR SHALL RESTORE ALL DAMAGED AREAS TO PRE-CONSTRUCTION CONDITIONS.

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ONE-LINE
DIAGRAM

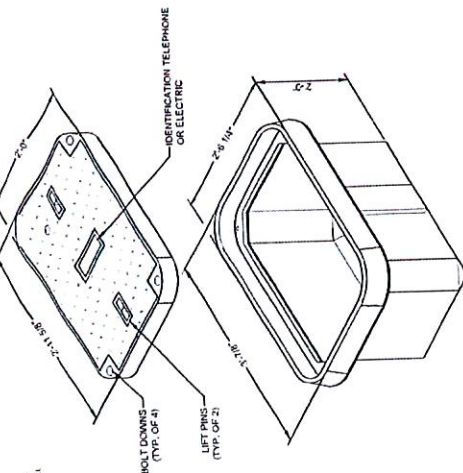
E3.1

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INTENTIONALLY LEFT BLANK

2 NOT USED
SCALE: N/A

THIS SPACE HAS BEEN
INTENTIONALLY LEFT BLANK

4 NOT USED
SCALE: N/A



NOTE:

1. ALL STANDARD CONDUIT ENTERING PULL BOXES SHALL BE 4\"/>

1 TYPICAL PULL BOX DETAIL
SCALE: N/A

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3 NOT USED
SCALE: N/A

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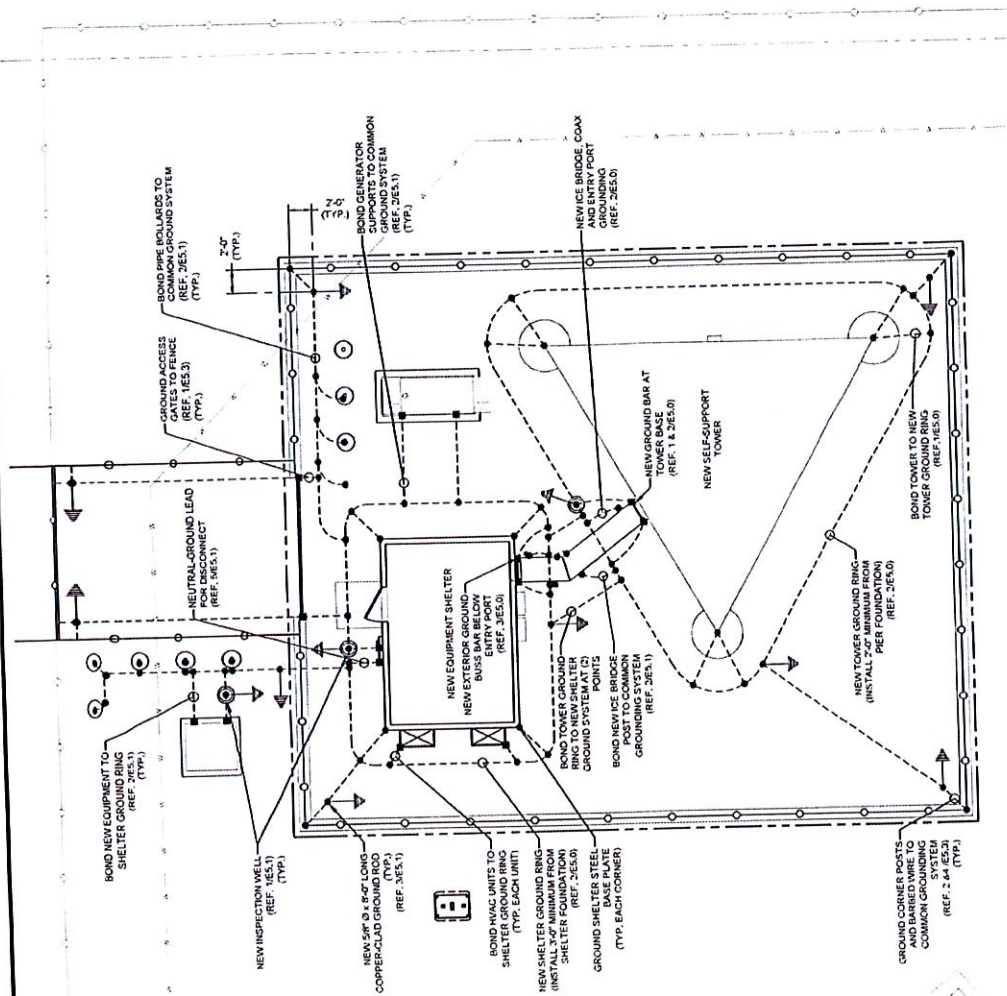
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COMPOUND
GROUNDING
PLAN

E4.0



- NOTES:**
1. CONTRACTOR SHALL RESTORE ALL DAMAGED AREAS TO PRE-CONSTRUCTION CONDITIONS.
 2. CONTRACTOR TO INSTALL NEW GROUND RODS PER NOTOROLA R56 WITH A MAXIMUM SPACING OF 15'0" O.C.
 3. NOTE IS APPLICABLE IN SOME SITUATIONS. NOT A EXISTING GROUND LOOP PRIOR TO INSTALLATION OF NEW GROUNDING SYSTEM COMPONENTS.

TESTING NOTE:

1. GROUNDING SYSTEM TO BE TESTED AFTER INSTALLATION OF NEW GROUNDING SYSTEM. TEST SHOULD REGISTER TO OHMS OR LESS. SUBMIT WRITTEN TEST RESULTS TO OWNER.

1 | COMPOUND GROUNDING PLAN
SCALE: N.T.S.

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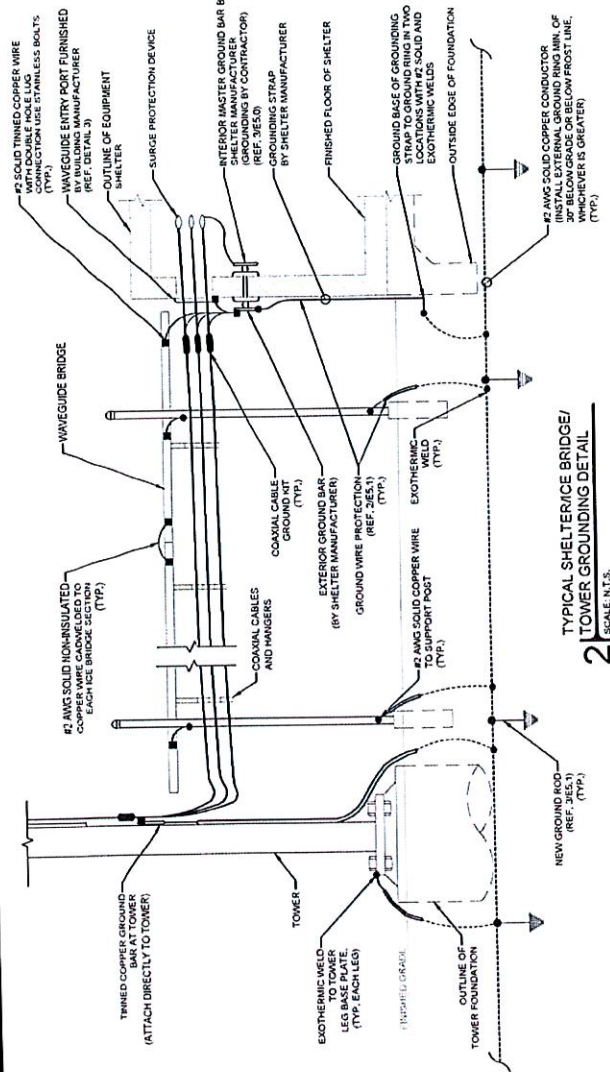
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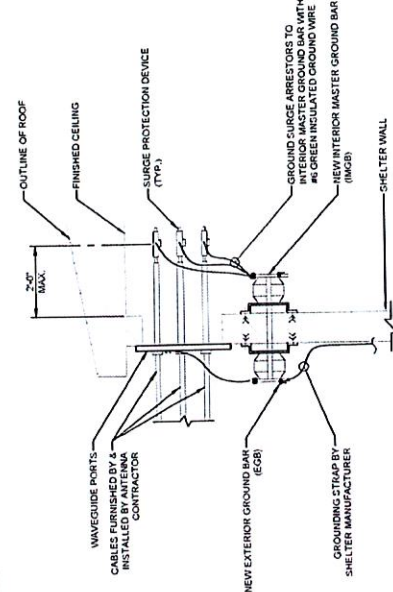
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**GROUNDING
DETAILS**

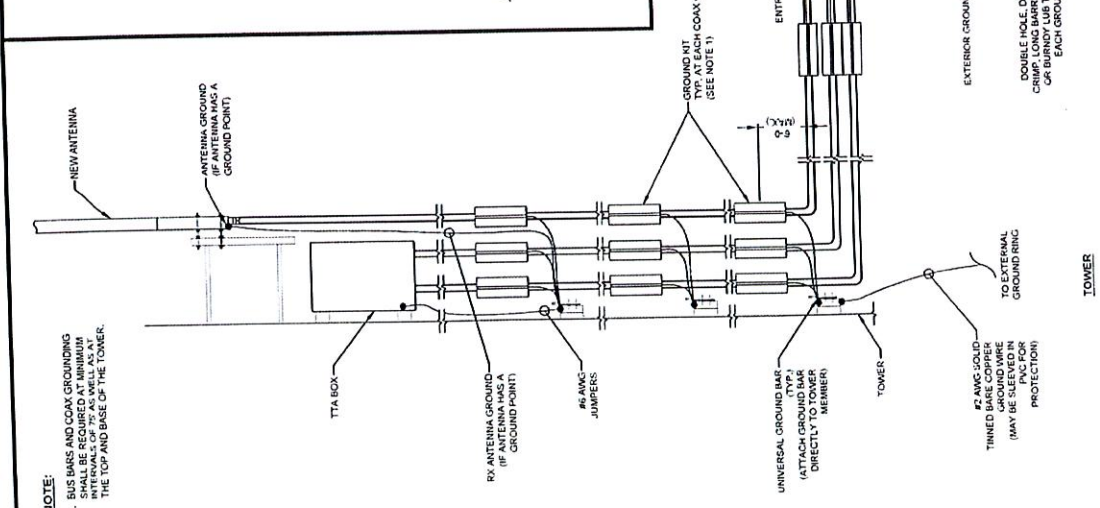
E5.0



2 | TYPICAL SHELTER BRIDGE/TOWER GROUNDING DETAIL
SCALE: N.T.S.

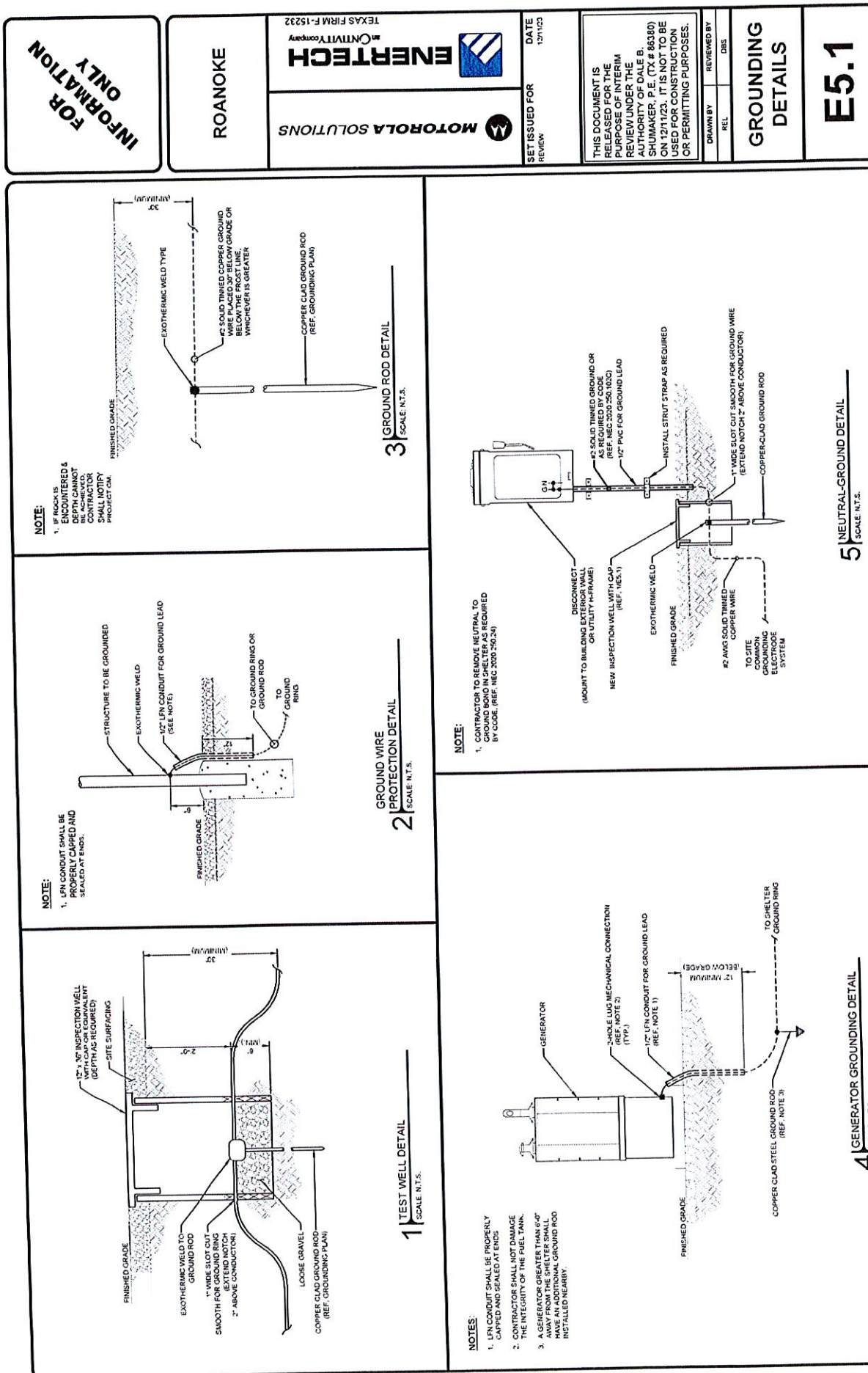


3 | TYPICAL GROUND AT PORT PLATE
SCALE: N.T.S.



1 | COAX GROUNDING DIAGRAM
SCALE: N.T.S.

NOTE:
1. BUS BARS AND COAX GROUNDING ARE REQUIRED AT MINIMUM INTERVALS OF 75' AS WELL AS AT THE TOP AND BASE OF THE TOWER.



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GROUNDING DETAILS

E5.2

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1 | GROUND BAR MOUNTING DETAIL

SCALE: N.T.S.

2 | NOT USED

SCALE: N/A

3 | NOT USED

SCALE: N/A

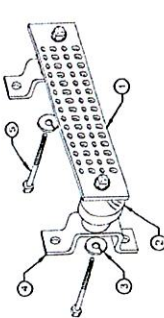
4 | NOT USED

SCALE: N/A

5 | DETAIL

SCALE: N.T.S.

NOTE:
1. TOWER MOUNTED GROUND BARS ARE TO BE TINPLATED STEEL OR ALUMINUM ANGLE ADAPTED WITHOUT INSULATORS



KEYED NOTES LEGEND

1 COPPER GROUND BAR, INSULATORS (TINPLATED OR EQUIVALENT) SHALL BE USED TO MOUNT GROUND BARS TO TOWER PER THE PATTERN TO ACCOMMODATE NEMA DOUBLE LUG CONFIGURATIONS "B" AND "C"

2 INSULATORS

3 5/8" LOCK WASHERS

4 MOUNTING BRACKET

5 5/8"x11 x 1" H.K.C.S. BOLTS

NOTES:
1. SELECT BOLT LENGTH TO PROVIDE A MINIMUM OF TWO EXPOSED THREADS.
2. BURNISH MOUNTING SURFACE TO REMOVE POINT IN THE AREA OF LUG CONTACT.
3. COPPER ENHANCED ANTI-OXIDANT COMPOUND SHALL BE USED BETWEEN COPPER, BRASS, BRONZE AND TINPLATED BONDING SURFACES.
4. ZINC ENHANCED ANTI-OXIDANT COMPOUND SHALL BE USED BETWEEN TINPLATED COPPER AND INSULATORS. INSULATORS SHALL BE USED BETWEEN ALUMINUM AND TINPLATED COPPER BUS BAR BONDING SURFACES.
5. ONLY ONE LUG PER SET OF BOLTS.

GROUND LEAD

2-HOLE LUG

HEX BOLT

FLAT WASHER

LOCK WASHER

EXT. TOOTH HEX NUT

PRIMARY GROUND BAR/METAL ENCLOSURE

LUG CONFIGURATION CHART

WIRE SIZE	BURNDY OR EQUIVALENT	BOLT DIA.
#6	YAS2CT14E2	1/4"
#2 (STRANDED)	YAS2L-2TG14	1/4"
#2 (SOLID)	YAS2CT23B	3/8"
1/0	YAS2SLN	1/2"
2/0	YAS2SLN	1/2"
3/0	YAS2LTC3B	3/8"
4/0	YAS2SLN	1/2"

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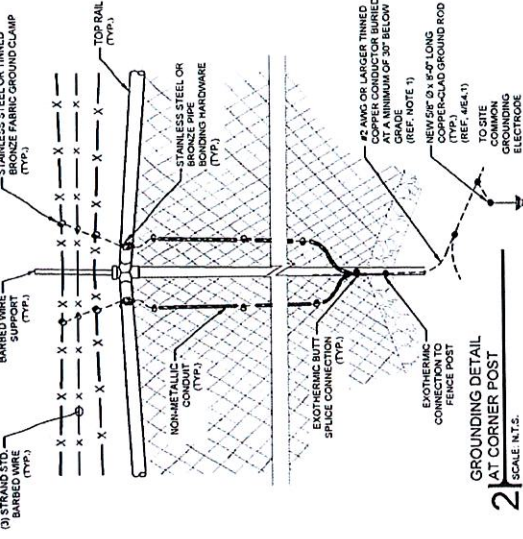
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GROUNDING DETAILS

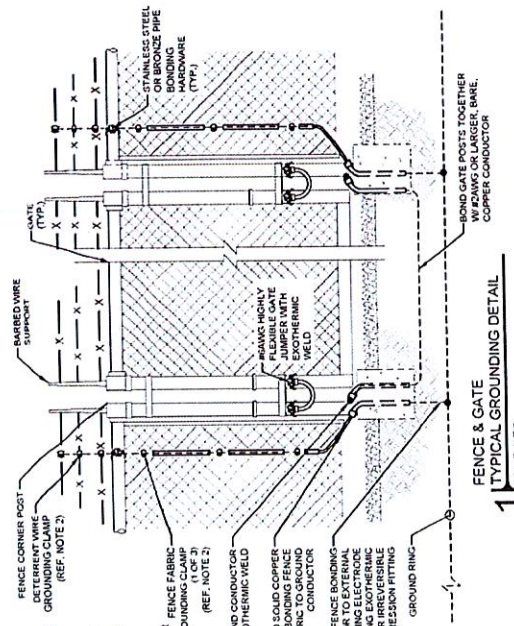
E5.3



2 | GROUNDING DETAIL AT CORNER POST
SCALE: N.T.S.

NOTES:

1. THE FENCE FABRIC NEAR EACH POST BONDING POINT SHALL BE BONDED TO THE NEAREST TOUGHER GROUND RING USING #2 AWG OR LARGER, BARE, TINNED, COPPER CONDUCTORS.
2. THE FENCE FABRIC BOND SHALL BE MADE NEAR THE TOP, MIDDLE AND BOTTOM OF THE FABRIC.
3. THE GROUNDING CONDUCTOR SHALL BE ROUTED SO AS TO NOT COME INTO CONTACT WITH THE FENCE POST, FENCE FABRIC OR SUPPORT APPARATUS FOR THE WIRE. THE CONDUCTOR SHALL BE AN EXOTHERMIC WELD INTERFERENCE POINT.
4. REFERENCE SHALL BE MADE TO SECTION 4.102.1.3 FENCE FABRIC GROUNDING FOR MORE INFORMATION.



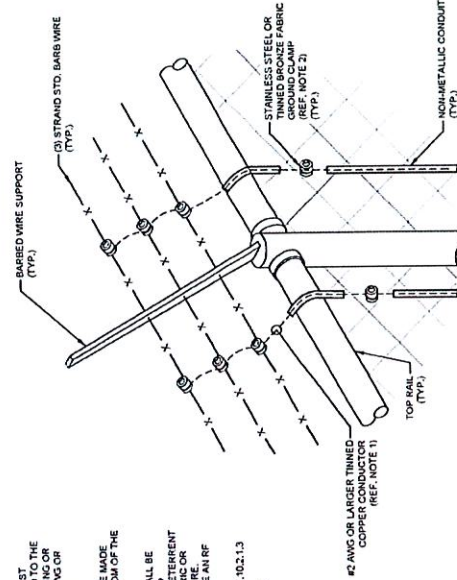
1 | TYPICAL GROUNDING DETAIL
SCALE: N.T.S.

NOTES:

1. MIN. BONDING RADIUS FOR ALL GROUND WIRE IS 6\"/>

NOTES:

1. THE FENCE FABRIC NEAR EACH POST BONDING POINT SHALL BE BONDED TO THE NEAREST TOUGHER GROUND RING USING #2 AWG OR LARGER, BARE, TINNED, COPPER CONDUCTORS.
2. THE FENCE FABRIC BOND SHALL BE MADE NEAR THE TOP, MIDDLE AND BOTTOM OF THE FABRIC.
3. THE GROUNDING CONDUCTOR SHALL BE ROUTED SO AS TO NOT COME INTO CONTACT WITH THE FENCE POST, FENCE FABRIC OR SUPPORT APPARATUS FOR THE WIRE. THE CONDUCTOR SHALL BE AN EXOTHERMIC WELD INTERFERENCE POINT.
4. REFERENCE SHALL BE MADE TO SECTION 4.102.1.3 FENCE FABRIC GROUNDING FOR MORE INFORMATION.



4 | BARBED WIRE GROUNDING DETAIL
SCALE: N.T.S.

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3 | NOT USED
SCALE: N.T.S.

800 MHz Corporate Collinear Antennas

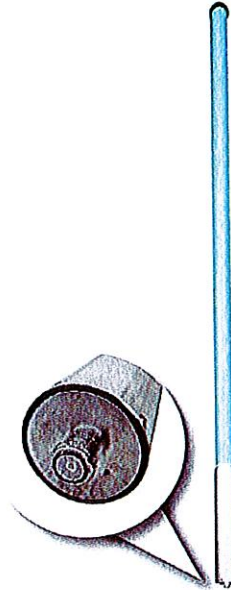
746-870 MHz
CC807 Series



These industry leading PIM and PIP rated collinear arrays allow site operators to combine, with complete integrity, a large number of communications services into a single, low profile collinear antenna array.

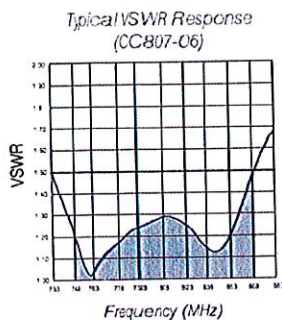
The true corporate feed of these arrays maintains total pattern integrity over a very broad operating bandwidth, similar to that previously available only in exposed dipole configurations. This is now achieved in the preferred form factor of a fully enclosed fiberglass radome. The corporate collinears employ a unique corporate phasing system enabling precision control of the element placements ensuring phase purity resulting in exceptional bandwidth and electrical performance.

Gain is maximised and side lobes reduced dramatically. In a patented design approach the individual dipole elements are soldered to a brass support tube which is directly connected to the mounting tube and the lightning spike at the top of the antenna



Features:

- 500W Continuous Power rating for CC807-11, CC807-08, CC807-06
- -150dBc Passive Intermodulation (PIM) rating
- 25 kW Peak Instantaneous Power (PIP) rating
- Extraordinary bandwidth characteristics with superior pattern control
- DC grounding on all elements for the ultimate in lightning protection and dissipation of static noise
- Pre-set downtilt variations of 1, 2, 3, 4 and 5 degrees are available on CC807-08 & CC807-11 Models (see notes)



Electrical Specifications

Model Number	CC807-03	CC807-06	CC807-08	CC807-11
Nominal Gain <i>dBi</i> (<i>dBi</i>)	3 (5.1)	6 (8.1)	8 (10.1)	10.5 (12.6)
Frequency <i>MHz</i>	746-870			
Tuned Bandwidth <i>MHz</i>	Full band			
VSWR (Return Loss)	<1.5:1			
Nominal Impedance Ω	50			
Vertical Beamwidth ^o	28	17	9	4.5
Horizontal Beamwidth ^o	Omni +/- 0.5dB			
Input Power <i>W</i>	250	500		
Passive IM 3rd order (2x20W) <i>dBc</i>	-150			
Peak Instantaneous Power (<i>kW</i>)	25			

Mechanical Specifications

Model Number	CC807-03	CC807-06	CC807-08	CC807-11
Construction	Composite fibreglass sky, blue radome, aluminium mounting tube			
Length m (inches)	1.3 (51)	1.8 (71)	2.9 (114)	5.3 (209)
Radome Diameter mm (inches)	76 (3)			
Weight kg (lbs)	4 (9)	7 (16)	12 (27)	22 (49)
Shipping Weight kg (lbs)	8 (18)	11 (25)	18 (40)	30 (66)
Shipping Dimensions mm (inches)	139 (6)			
Termination	7/16" DIN fixed female			
Suggested Clamps (not included)	2 x UC-114			
Invertible Mounting	Yes (1)			
Projected area cm² (ft²)	No Ice 806 (0.9)	1268 (1.4)	2320 (2.5)	4560 (4.9)
	With Ice 1048 (1.2)	1571 (1.7)	2880 (3.1)	5760 (6.2)
Lateral Thrust @ 160km/h N (mph)	96 (22)	150 (34)	276 (62)	540 (121)
Wind Gust Rating km/h (mph)	>240 (>150)			
Torque @ 160km/h Nm (100mph ft-lbs)	2- (15)	73 (54)	278 (205)	1032 (761)

(1) Downtilt versions can not be field inverted
Note: Pre-set downtilt variations of 1, 2, 3, 4 & 5 degrees are available in the following models CC807-08, CC807-11. Simply add -T1, -T2, -T3, -T4 or -T5 at the end of the model being ordered. E.g. CC807-08-T3, CC807-11-T5
USA Patent 7,365,698, and Australian Patent 2005904524

VHF Omnidirectional Dipole Arrays

136-174 MHz

Binary Array Series



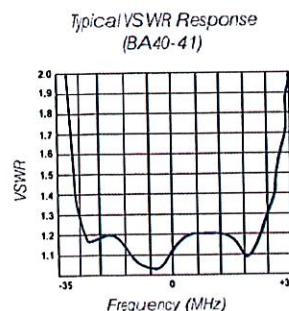
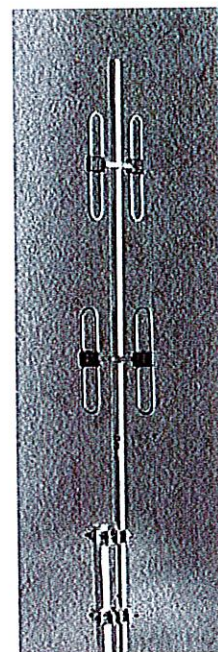
This high performance VHF dipole omnidirectional array is for use in highly populated radio sites requiring long haul omnidirectional coverage. The array feature high gain, low noise performance and enhanced null fill coverage with omnidirectional coverage characteristics.

Each of the dipoles are fed via an internal phasing harness in stable, PTFE based double-screened coaxial cable with PE jacket for optimum weatherproofing. These omnidirectional arrays incorporate extensive side lobe suppression and null fill, and the binary phasing arrangement ensures consistent omnidirectional coverage and vertical pattern control.

With all welded construction and superior internal harness construction, these antennas provide not only excellent pattern characteristics but also defined, high levels of intermodulation and noise suppression. The entire array rests at ground potential and offers the ultimate in lightning resistant antennas.

Features:

- High gain omnidirectional patterns
- Operate over entire 136-174 MHz VHF band without tuning or adjustment
- Inverted mounting version available
- Industry leading PIM ratings (-150dBc) providing low IM and low noise characteristics for optimum performance
- BA80-41 may be operational as 2 x 3dBd arrays by removing external cables harness (BA4040-41)
- Hermetically sealed internal phasing harness



Electrical Specifications

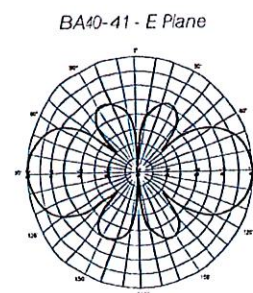
Model Number	BA40-41-P	BA80-41-P	BA4040-41-P
Nominal Gain dBi (dBd)	5 (3)	8 (6)	2 x 5 (3)
Frequency MHz	136 - 174		
Tuned Bandwidth	Entire Band		
VSWR (Return Loss)	<1.5 :1 (14dB)		
Nominal Impedance Ω	50		
Downtilt	Not offered	0° Std, 3°, 5°, 8°	Not offered
Vertical Beamwidth°	35	18	35
Horizontal Beamwidth°	Omni +/-0.5dB		
Input Power W	750		
Passive IM 3rd order dBc	-150		

Mechanical Specifications

Model Number	BA40-41-P	BA80-41-P	BA4040-41-P
Construction	All welded aluminium with alodined finish. See note (2)		
Length <i>m (inches)</i>	3.5 (138)	6.3 (248)	
Weight <i>kg (lbs)</i>	14.5 (32)	31 (68)	
Termination	4.3-10female with 0.5m (20") RG142 cable tail.		
Mounting Area	750mm x 63mm diam. (20" x 2.5")	750mm x 76mm diam. (20" x 3.0")	
Suggested Clamps	2 x UC1	3 x UC114	
Projected Area <i>cm² (ft²)</i>	No Ice	8294 (8.9)	
	With Ice	13325 (14.3)	
Wind Load @160km/h <i>N (100mph lbs)</i>	494 (111)	983 (221)	
Wind Gust Rating <i>km/h (mph)</i>	240 (150)	184 (114)	
Torque @160km/h <i>Nm (100mph ft-lbs)</i>	617 (455)	2605 (1921)	

(1) Factory pre-set downtilt of 3° may be specified on BA80 series antennas using model no. trailer -T3

(2) BA40 series can be optionally supplied in all welded 316 grade stainless steel. Dimensions vary slightly

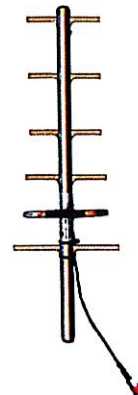


800 MHz Yagi Antennas**540-1000 MHz****YB806 Series**

The YB806 Series are high gain Low PIM yagi antennas which provide excellent point to point communications in RF control, short or long haul link, point to multipoint and other applications calling for highly directional antennas. YB806 Series antennas exhibit narrow beamwidths and high front to back ratios to help minimise any potential interference to and from other systems.

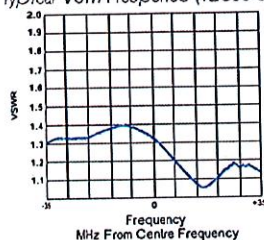
YB806 Series antennas can be configured in stacks or bays for higher gain applications in either horizontally or vertically polarised systems.

Termination is via an 'N' female coaxial connector fitted to a short 9302 Durathene cable tail. Durathene is a PTFE dielectric and polyethylene jacketed cable providing superior resistance to weathering and abrasion and is less susceptible to bird attack than standard PVC sheathed cables.

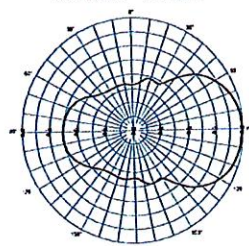
**Features:**

- All welded construction for maximum and reliable performance
- Narrow beamwidth & high front to back ratios effective in reducing interference
- Standard units feature alodine finish providing an excellent conductive surface for earthing. Full stainless steel versions also available
- Can be configured in stacks or bays for higher gain applications using PH and PHE series phasing harnesses
- DC grounding on all elements for the ultimate in lightning protection and dissipation of static noise

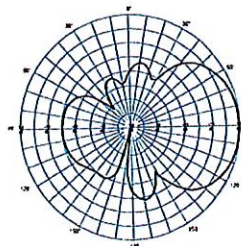
Typical VSWR response (YB806-94)



YB806-94 - E Plane



YB806-94 - H Plane

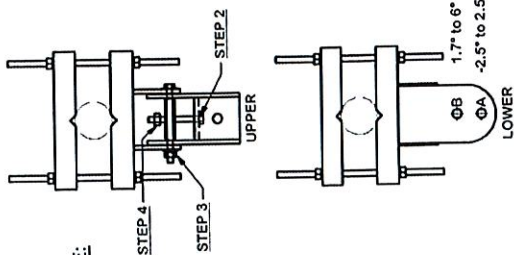
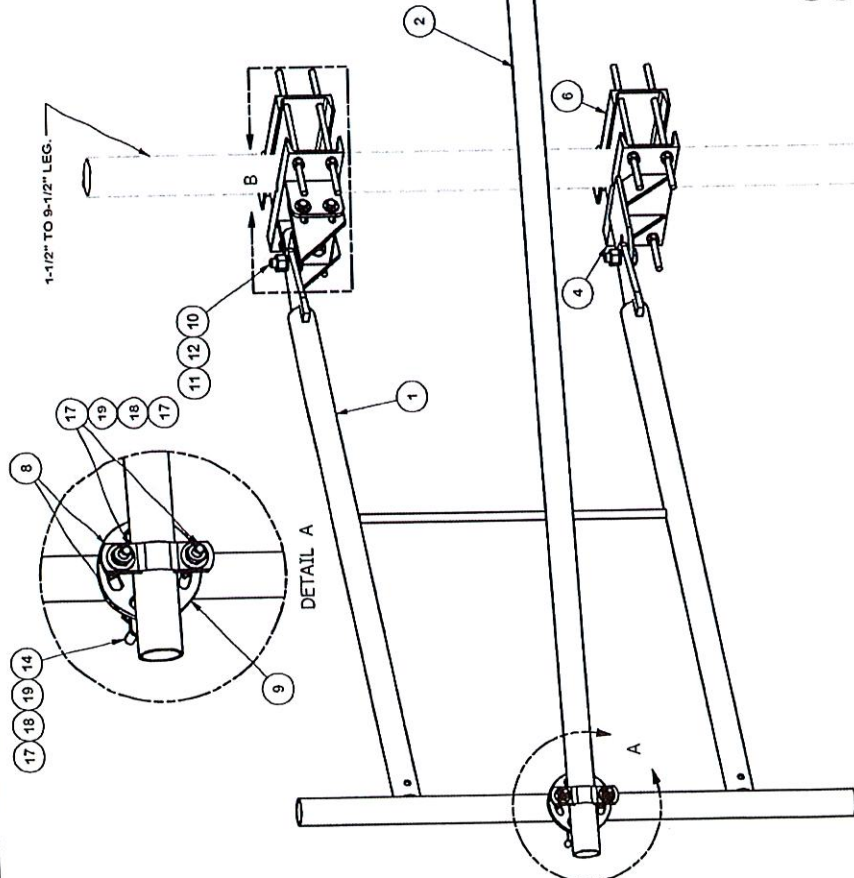
**Electrical**

Model Number	YB806-81	YB806-82	YB806-94	YB806-99
Nominal Gain dBi (dBd)	11 (9)			
Frequency MHz	806 - 896	850 - 930	890 - 960	540 - 1000
Tuned Bandwidth	Full band			
VSWR (Return Loss)	<1.5 :1 (14dB)			
Nominal Impedance Ω	50			
Vertical Beamwidth°	49			
Horizontal Beamwidth°	61			
Front / Back Ratio dB	22	20	15	17
Input Power W	100			

Mechanical

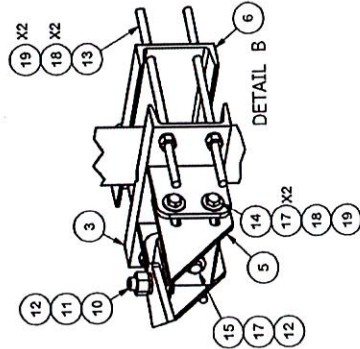
Model Number	YB806-81	YB806-82	YB806-94	YB806-99
Construction	All welded aluminium with alodined finish			
Length m	0.6	0.6	0.6	0.8
Weight kg	0.5	0.4	0.4	0.6
Termination	N female with short 9302 cable tail			
Mounting Area	100mm x 25mm diam. aluminium			
Suggested Clamps	1 x UNV			
Projected Area cm ²	No ice: 230 With ice: 593	No ice: 238 With ice: 600	No ice: 213 With ice: 547	No ice: 368 With ice: 902
Wind Load (Thrust) @ 160km/h N	27	28	25	44
Wind Gust Rating km/h	>240			
Torque @ 160 km/h Nm	5	6	4	13

PARTS LIST					
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.
1	1	X-195646	6' STANDOFF PIVOT ARM		66.73
2	1	P2126	2-3/8" OD X 126" SCH 40 GALVANIZED PIPE	126 in	66.73
3	1	X-SDCAMDS	DIAGONAL SLOT WELDMENT FOR BCAM		40.75
4	1	X-MHTP	MULTI-HOLE TAPER WELDMENT FOR BCAM		13.57
5	1	X-SDCAMSS	STRAIGHT SLOT WELDMENT FOR BCAM		13.17
6	2	X-LCBB	LEG CONNECTION BACKING BRACKET	12 in	8.48
7	1	X-SDCAMSP	POSITIONING PLATE WELDMENT FOR BCAM		15.11
8	4	X-100064	CLAMP (4" V-CLAMP) GALVANIZED		1.43
9	2	X-127594	FLAT DISK CLAMP PLATE 4" CENTERS (GALV.)		3.65
10	2	A34214	3/4"-10 X 2-1/4" A325 BOLT	2 1/4 in	2.51
11	2	G34LW	3/4" HDG LOCKWASHER		0.47
12	2	G34NUT	3/4" HDG HEAVY 2H HEX NUT		0.04
13	8	G12R-15	1/2" x 15" GALV. THREADED ROD		0.21
14	6	G12065	1/2" x 6-1/2" HDG HEX BOLT GR5 FULL THREAD	6 1/2 in	0.84
15	1	G12045	1/2" x 4-5" HDG HEX BOLT GR5 FULL THREAD	4 1/2 in	0.41
16	4	G1204	1/2" x 4" HDG HEX BOLT GR5 FULL THREAD	4 in	0.30
17	13	G12FW	1/2" HDG USS FLATWASHER	3/32 in	0.27
18	26	G12LW	1/2" HDG LOCKWASHER	1/8 in	0.03
19	27	G12NUT	1/2" HDG HEAVY 2H HEX NUT		0.01
TOTAL WT. #					182.62



ANGLE CALIBRATING PROCEDURE:

1. MEASURE TOWER TAPER AND PICK LOWER BRACKET HOLE:
 - HOLE A = -2.5° TO 2.5°
 - HOLE B = 1.7° TO 6°
2. USE CALIBRATING BOLT TO ADJUST FRAME TO DESIRED TAPER
3. TORQUE LOCKING BOLTS TO 75 ft.-lbs.
4. ADVANCE LOCKING NUT TO POSITIONING FRAME, THEN TIGHTEN.



TOLERANCE NOTES

TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
 SAWED, SHEARED AND GAS CUT EDGES (±0.007)
 DRILLED AND GAS CUT HOLES (±0.007) - NO CONING OF HOLES
 LASER CUT EDGES AND HOLES (±0.010) - NO CONING OF HOLES
 BENDS ARE ±1/2 DEGREE
 ALL OTHER MACHINING (±0.007)
 ALL OTHER ASSEMBLY (±0.007)

DESCRIPTION

6' SIDE ARM (PSA6)

ENG. APPROVAL

CEK 9/1/2010

CHECKED BY

BMC 7/6/2017

CUSTOMER

PSA6

PART NO.

PSA6

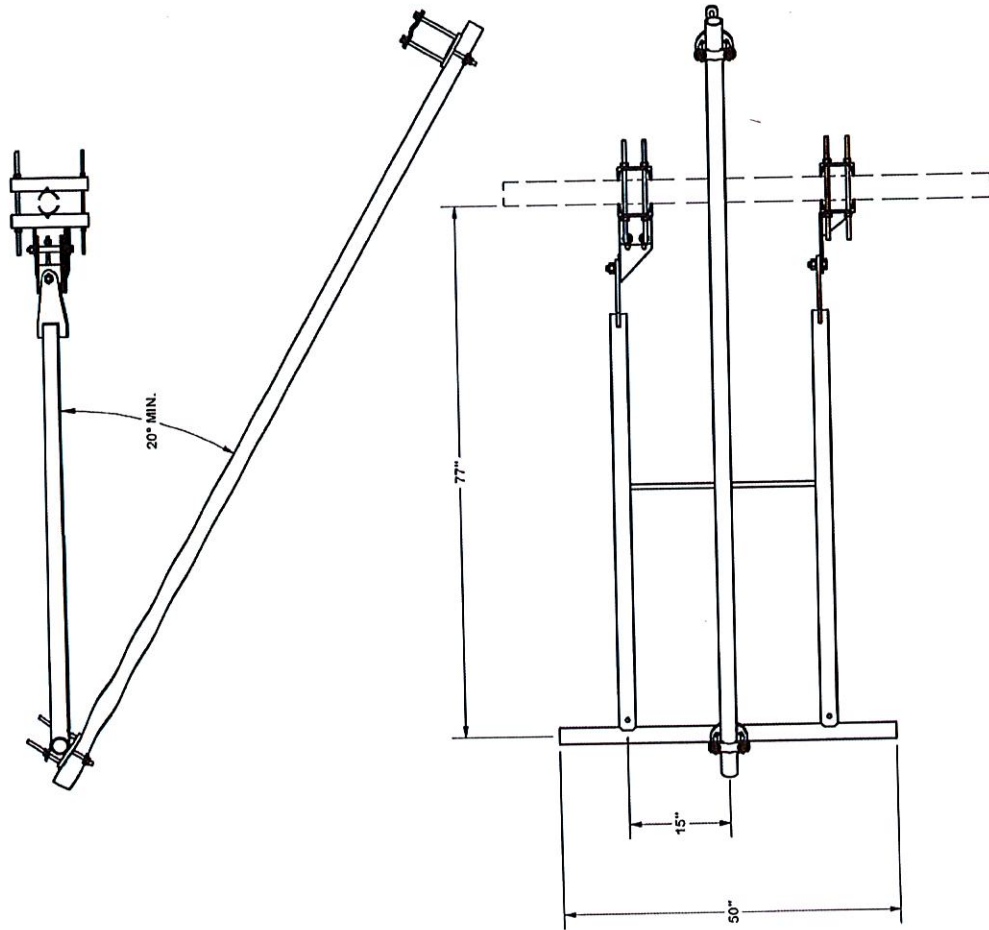
LOCATION:

New York, NY
 Atlanta, GA
 Dallas, TX
 Houston, TX
 Jacksonville, FL
 Las Vegas, NV
 Little Rock, AR
 Los Angeles, CA
 Miami, FL
 Minneapolis, MN
 New Orleans, LA
 New York, NY
 Oklahoma City, OK
 Omaha, NE
 Phoenix, AZ
 Portland, ME
 Raleigh, NC
 Salt Lake City, UT
 San Antonio, TX
 San Diego, CA
 San Francisco, CA
 Seattle, WA
 Springfield, MA
 Tampa, FL
 Wichita, KS

PAGE

1 OF 2

REV	DESCRIPTION	BY	DATE
B	CHANGED SIDEARM LEG CONNECTION	CEK	6/8/2017
A	P1126 CHANGED TO P2126	CEK	11/13/2015
1	DESCRIPTION OF REVISIONS	CPD	BY DATE
REVISION HISTORY			



TOLERANCE NOTES
TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
SAWED, SHEARED AND GAS CUT EDGES (± 0.007) - NO CONING OF HOLES
DRILLED AND GAS CUT HOLES (± 0.007) - NO CONING OF HOLES
LASER CUT EDGES AND HOLES (± 0.010) - NO CONING OF HOLES
BENDS ARE $\pm 1/2$ DEGREE
ALL OTHER MACHINING (± 0.007)
ALL OTHER ASSEMBLY (± 0.007)
PROPRIETARY NOTE:
THE DATA AND DIMENSIONS CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT
THE DATA AND DIMENSIONS ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE CONSENT OF
VALMONT INDUSTRIES IS STRICTLY PROHIBITED.

DESCRIPTION		6' SIDE ARM (PSA6)	
CPD NO.	DRAWN BY	ENG. APPROVAL	PART NO.
4749	CEK	9/1/2010	PSA6
CLASS	SUB	CHECKED BY	DWG. NO.
		BMC	PSA6
DRAWING USAGE		DATE	
CUSTOMER		7/6/2017	

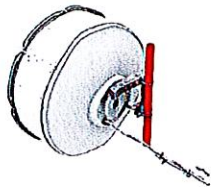
Engineering
Sales
1-888-753-7446

LOCATIONS:
New York, NY
Houston, TX
Los Angeles, CA
Plymouth, IN
Salem, OR
Dallas, TX

A valmont COMPANY

REVISION HISTORY				PAGE	
REV	DESCRIPTION	DATE	BY	2	2
B	CHANGED SIDEARM LEG CONNECTION	6/8/2017	CEK		
A	P1126 CHANGED TO P2126	11/13/2015	CEK		
	DESCRIPTION OF REVISIONS	CPD	BY		

HX6-6W



1.8m | 6ft ValuLine® High Performance, High XPD Antenna, dual-polarized, 5.925 – 7.125 GHz

Product Classification

Product Type	Microwave antenna
Product Brand	ValuLine®

General Specifications

Antenna Type	HX - ValuLine® High Performance, High XPD Antenna, dual-polarized
Polarization	Dual
Side Struts, Included	1
Side Struts, Optional	1

Dimensions

Diameter, nominal	1.8 m 6 ft
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Electrical Specifications

Operating Frequency Band	5.925 – 7.125 GHz
Gain, Low Band	38.3 dBi
Gain, Mid Band	39.1 dBi
Gain, Top Band	39.9 dBi
Boresite Cross Polarization Discrimination (XPD)	33 dB
Front-to-Back Ratio	70 dB
Beamwidth, Horizontal	1.8 °
Beamwidth, Vertical	1.8 °
Return Loss	26 dB
VSWR	1.1
Radiation Pattern Envelope Reference (RPE)	7376
Electrical Compliance	ACMA FX03_6b, 6p7b ETSI 302 217 Class 3 IC 3059A IC 3064A US FCC Part 101A
Cross Polarization Discrimination (XPD) Electrical Compliance	ETSI EN 302217 XPD Category 2

HX6-6W

Electrical Specifications, Band 2

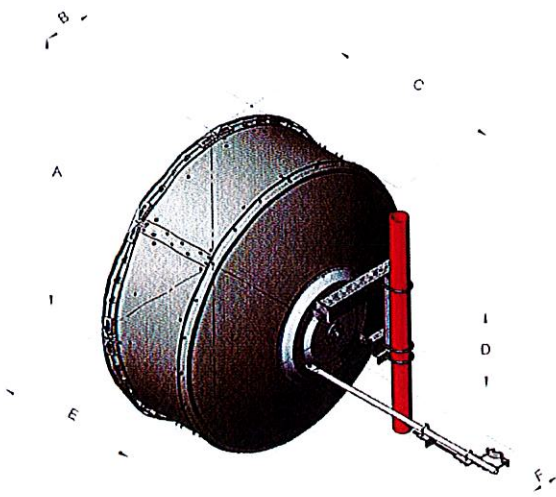
Operating Frequency Band	5.725 – 5.850 GHz
Gain, Mid Band	38.4 dBi
Beamwidth, Horizontal	2 °
Beamwidth, Vertical	2 °

Mechanical Specifications

Compatible Mounting Pipe Diameter	115 mm–120 mm 4.5 in–4.7 in
Fine Azimuth Adjustment Range	±15°
Fine Elevation Adjustment Range	±5°
Wind Speed, operational	200 km/h 124.274 mph
Wind Speed, survival	200 km/h 124.274 mph

HX6-6W

Antenna Dimensions and Mounting Information



Antenna size, ft (m)	Dimensions in inches (mm)					
	A	B	C	D	E	F
6 (1.8)	74.8 (1899)	13.4 (340)	47.5 (1206)	20.9 (530)	39.4 (1001)	8.4 (214)

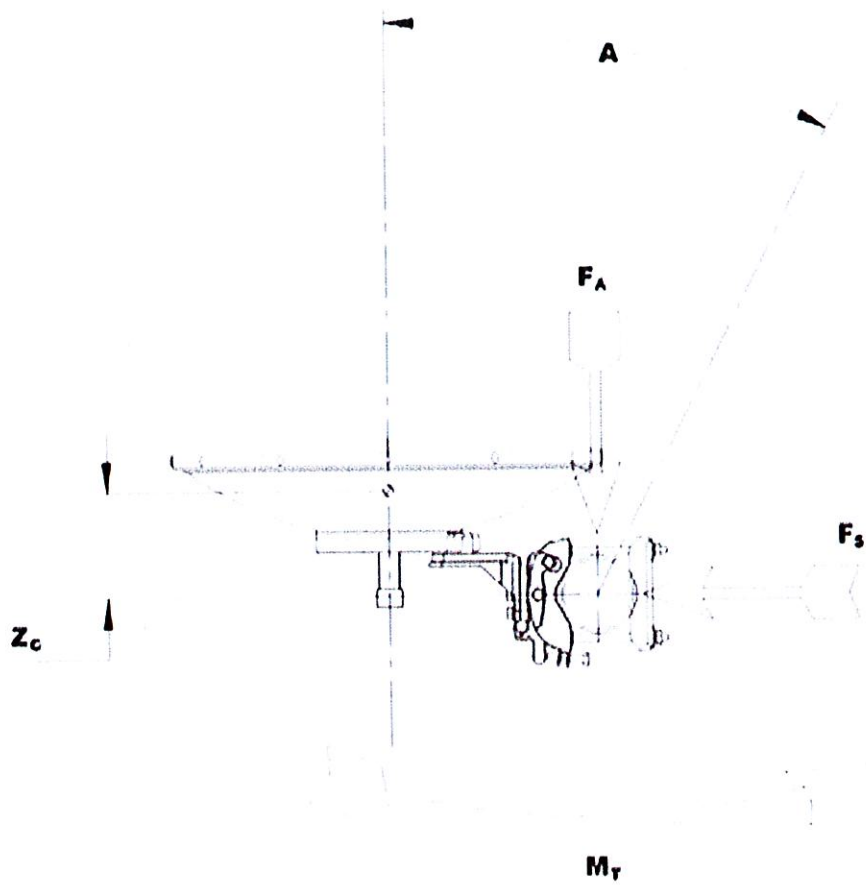
Wind Forces at Wind Velocity Survival Rating

Axial Force (FA)	6960 N 1,564.671 lbf
Angle α for MT Max	-130 °
Side Force (FS)	1566 N 352.051 lbf
Twisting Moment (MT)	3923 N-m 34,721.477 in lb
Force on Inboard Strut Side	4075 N 916.097 lbf
Zcg without Ice	363 mm 14.291 in
Zcg with 1/2 in (12 mm) Radial Ice	541 mm 21.299 in
Weight with 1/2 in (12 mm) Radial Ice	237 kg 522.495 lb

HX6-6W

HX6-6W

Wind Forces at Wind Velocity Survival Rating Image



Packaging and Weights

Weight, net 85 kg | 187.393 lb

Regulatory Compliance/Certifications

Agency	Classification
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system



* Footnotes

Operating Frequency Band	Bands correspond with CCIR recommendations or common
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HX6-6W

	allocations used throughout the world. Other ranges can be accommodated on special order.
Gain, Mid Band	For a given frequency band, gain is primarily a function of antenna size. The gain of Andrew antennas is determined by either gain by comparison or by computer integration of the measured antenna patterns.
Boresite Cross Polarization Discrimination (XPD)	The difference between the peak of the co-polarized main beam and the maximum cross-polarized signal over an angle twice the 3 dB beamwidth of the co-polarized main beam.
Front-to-Back Ratio	Denotes highest radiation relative to the main beam, at 180° ±40°, across the band. Production antennas do not exceed rated values by more than 2 dB unless stated otherwise.
Return Loss	The figure that indicates the proportion of radio waves incident upon the antenna that are rejected as a ratio of those that are accepted.
VSWR	Maximum; is the guaranteed Peak Voltage-Standing-Wave-Ratio within the operating band.
Radiation Pattern Envelope Reference (RPE)	Radiation patterns define an antenna's ability to discriminate against unwanted signals. Under still dry conditions, production antennas will not have any peak exceeding the current RPE by more than 3dB, maintaining an angular accuracy of +/-1° throughout
Cross Polarization Discrimination (XPD) Electrical Compliance	The difference between the peak of the co-polarized main beam and the maximum cross-polarized signal over an angle twice the 3 dB beamwidth of the co-polarized main beam.
Wind Speed, operational	For VHLP(X), SHP(X), HX and USX antennas, the wind speed where the maximum antenna deflection is 0.3 x the 3 dB beam width of the antenna. For other antennas, it is defined as a deflection is equal to or less than 0.1 degrees.
Wind Speed, survival	The maximum wind speed the antenna, including mounts and radomes, where applicable, will withstand without permanent deformation. Realignment may be required. This wind speed is applicable to antenna with the specified amount of radial ice.
Axial Force (FA)	Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.
Side Force (FS)	Maximum side force exerted on the mounting pipe as a

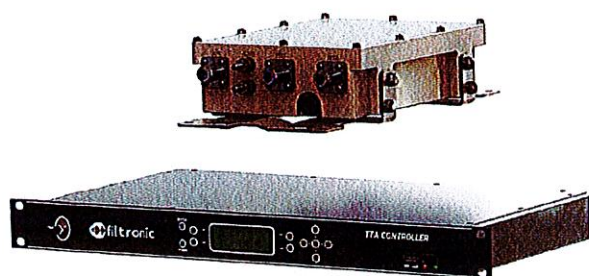
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HX6-6W

Twisting Moment (MT)

result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.



Features

- 700/800 MHz band
- USA manufacture and applications support
- Single Part Number kits for ordering complete systems
- Low noise figure across standard operating gain levels
- Tower Top Unit:
 - Lightweight: < 8 lbs.
 - Amplifier redundancy
 - Non-diversity or diversity variants
 - N Type or 4.3-10 Connector options
 - High rejection pre-selector filter prior to TTA to eliminate TX intermodulation blocking issues
- Control and Multicoupler Unit:
 - Intuitive graphic user interface
 - -48 VDC Isolated Power Supply with optional AC mains (sold separately)
 - Field upgrade options to grow existing systems from 8 to 16 channels and 16 to 48 channels

Tower Top Amplifier System Specification	8-32 Channels	48 Channels
System Gain [dB] Min. / (Typical)	23.0 / (23.7)	19.0 / (19.7)
System Noise Figure [dB] Max. / (Typical)	≤ 2.8 / (2.5)	
Frequency Band(s) [MHz]	700/800	
System Passband [MHz]	794 - 824	
System Gain Flatness [dB] Max. / (Typ.)	≤ 1.5 / (0.5)	
System IIP3 3rd Order Intercept Point [dBm] / (Typ.)	>13.4/(13.9) @ 15dB gain setting	>13.4/(13.9) @ 10dB gain setting
Adjustable Attenuation Range [dB]	≥ 15 to 0	
Adjustable Attenuation Step Size [dB]	≤ 0.5	
Redundant Power Supply	Optional – see table for ordering options	
Testport Function	Included	
Testport Flatness [dB]	< 2.0	
Preselector	Included	
System TX Band Rejection [dB]	≥ 110	
Internal Termination Test Mode	Included	
Antenna Test Mode	Included	
Bypass (Failure) Mode	Included	
Bypass Mode System Loss [dB]	< 22	
Internal Storage of Test Data	Included	
Auto RX Overall Gain Setup	Included	
High Level Carrier Monitor	Included	



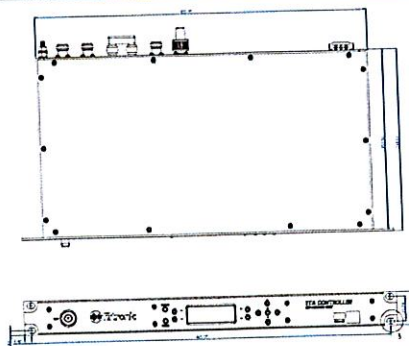
SGG0xx-P-CMU

700/800MHz Tower Top Amplifier System With Multicoupler

Data Sheet

Control & Multicoupler Unit (CMU) Specification	8-32 Channels	48 Channels
CMU Gain [dB] Min. / (Typ.)	Control Unit = -5.0 / (-4.8) Multicoupler Unit = 1.0 / (1.0)	Control Unit = -5.0 / (-4.8) Distribution Unit = -3.5 / (-3.5)
CMU Noise Figure [dB] Max. / (Typ.)	Control Unit = 5.0 / (4.8) Multicoupler Unit = 2.5 / (2.2)	Control Unit = 5.0 / (4.8) Distribution Unit = 5 / (4.5)
CMU IIP3 [dB] Min. / (Typ.)	Control Unit = > 60 / (>60.0) Multicoupler Unit = 29.9 / (30.2)	Control Unit = >60 / (>60) Distribution Unit = 29.9 / (30.2)
Type of Amplifier	Quadrature Amplifier	
RF Port Return Loss [dB]	≥ 14	
Adjustable Attenuator Type	Electronic	
TTA Connectors Type (Rear Facing)	N-Female	
Number of Rx Output Ports	8, 16, 32 or 48 dependent on model (see table for ordering options)	
Rx Output Connectors Type (Rear Facing)	BNC-Female	
Rx to Rx Port Isolation [dB]	≥ 20	
External Filter Ports - Type	Included - BNC	
Testport Input Connector Type (Front Facing)	BNC-Female	
ESD Protection	IEC61000-4-2 Level 3	
Grounding Studs	2 ¼", M6 studs for 2 hole lugs with 3/4" center to center spacing	
Status Indicators	Included	
Alarm Contacts	Form-C Contacts	
Ethernet Port	Included allows SNMP (Configuration and control from internal web page)	
Power Requirements	100 - 240 VAC 50/60 Hz OR -48 VDC - See table for ordering options	
Operating Temperature Range (Full Specs) [°C]	0 to +50	
Enclosure	Standard EIA 19" Rack Mount	
Size Maximum (H x W x D) [in]	1.75 (1 RU) x 19 x 9.25 (single branch unit 8 or 16 output unit) 2 x 1.75 (1 RU) x 19 x 9.25 (Dual branch unit 8 or 16 output unit) 2 x 1.75 (1 RU) x 19 x 9.25 (Single branch unit 32 output unit) 4 x 1.75 (1 RU) x 19 x 9.25 (Dual branch unit 32 output unit)	3 x 1.75 (1 RU) x 19 x 9.25 (Single Branch Unit 48 way output) 6 x 1.75 (1 RU) x 19 x 9.25 (Dual Branch Unit 48 way output)
Control and Multicoupler Unit Test Record	Stored electronically in unit	

Single Control and Multicoupler Unit Outline



Ordering Guide



	Non-Diversity [Single Branch] TTA System Part Numbers			
	N-Type Connectors on TTA		4.3-10 Connectors on TTA	
	Control & Multicoupler Unit Dual -48VDC Input	Control & Multicoupler Unit Single -48VDC Input	Control & Multicoupler Unit Dual -48VDC Input	Control & Multicoupler Unit Single -48VDC Input
8 Output	SGG025-P (2)	SGG026-P (1)	SGG033-P (2)	SGG034-P (1)
16 Output	SGG045-P (2)	SGG046-P (1)	SGG053-P (2)	SGG054-P (1)
32 Output	SGG065-P (4)	SGG066-P (2)	SGG073-P (4)	SGG074-P (2)
48 Output	SGG077-P (6)	SGG078-P (3)	SGG081-P (6)	SGG082-P (3)

AC/DC power supplies (PSU-000001-P) are sold separately. If required, please order (n) quantity as indicated in the table above.



	Diversity [Dual Branch] TTA System Part Numbers			
	N-Type Connectors on TTA		4.3-10 Connectors on TTA	
	Control & Multicoupler Unit Dual -48VDC Input	Control & Multicoupler Unit Single -48VDC Input	Control & Multicoupler Unit Dual -48VDC Input	Control & Multicoupler Unit Single -48VDC Input
8 Output	SGG027-P (4)	SGG028-P (2)	SGG035-P (4)	SGG036-P (2)
16 Output	SGG047-P (4)	SGG048-P (2)	SGG055-P (4)	SGG056-P (2)
32 Output	SGG067-P (8)	SGG068-P (4)	SGG075-P (8)	SGG076-P (4)
48 Output	SGG079-P (12)	SGG080-P (6)	SGG083-P (12)	SGG084-P (6)

AC/DC power supplies (PSU-000001-P) are sold separately. If required, please order (n) quantity as indicated in the table above.



SGG0xx-P-CMU

700/800MHz Tower Top Amplifier System With Multicoupler

Data Sheet

Accessory Ordering Guide

Description	Part Number
POWER SUPPLY ADAPTER, 110V AC TO -48V DC, SINGLE OUTPUT	PSU-000001-P
SHELF, 1U, HOLDS UP TO (4) DSPSU000001P POWER SUPPLY ADAPTERS	MGG002-V1-P
EXPANSIONKIT, 16 WAY TO 32 WAY, PASSIVE, EXTERNAL	MTG004-P
EXPANSIONKIT, 8 WAY TO 16 WAY, PASSIVE, INTERNAL, FOR SEG002-F*-V8	MTG005-P
EXPANSIONKIT, 32 WAY TO 48 WAY, PASSIVE, EXTERNAL, FOR SEG003-F*-V16	MTG006-P
TERMINATOR, 50OHM, BNC	CON-000460-P
SURGE PROTECTOR, LIGHTNING, N-F TO N-F, DC PASS THRU	MVG002-V1-P
EXTERNAL PRE-SELECTOR BANDPASS FILTER 700/800MHZ **	Only use when addtl filtering is req'd
**PASS BANDWIDTH = 3 MHZ	PPC028-V3-P
**PASS BANDWIDTH = 6 MHZ	PPC028-V6-P
**PASS BANDWIDTH = 10 MHZ	PPC028-V10-P
**PASS BANDWIDTH = 15 MHZ	PPC028-V15-P
**PASS BANDWIDTH = 18 MHZ	PPC028-V18-P

Replacement Parts

Description	Part Number
TOWER TOP AMPLIFIER, 700/800MHZ REDUNDANT AMP, N-CONNECTORS	SAC001-V1-P
TOWER TOP AMPLIFIER, 700/800MHZ REDUNDANT AMP, 4.3-10 CONNECTORS	SAC001-V2-P
TTA CONTROL & DISTRIBUTION UNIT, 8 WAY, W/O REDUNDANT PS, 1U, 19"	SEG002-F1-V8-P
TTA CONTROL & DISTRIBUTION UNIT, 8 WAY, W REDUNDANT PS, 1U, 19"	SEG002-F2-V8-P
TTA CONTROL & DISTRIBUTION UNIT, 16 WAY, W/O REDUNDANT PS, 1U, 19"	SEG002-F1-V16-P
TTA CONTROL & DISTRIBUTION UNIT, 16 WAY, W REDUNDANT PS, 1U, 19"	SEG002-F2-V16-P
TTA CONTROL & DISTRIBUTION UNIT, 16 WAY, W/O REDUNDANT PS, 1U, 19", 48 WAY	SEG003-F1-V16-P
TTA CONTROL & DISTRIBUTION UNIT, 16 WAY, W REDUNDANT PS, 1U, 19", 48 WAY	SEG003-F2-V16-P
MOUNTINGKIT, TTA, SINGLE UNIT	KIT-000044-P
MOUNTINGKIT, TTA, DUAL, N-TYPE CONNCTR, W/TEST PORT POWER SPLITTER	KIT-000045-V1-P
MOUNTINGKIT, TTA, DUAL, 4.3-10 CONNCTR, W/TEST PORT POWER SPLITTER	KIT-000045-V2-P

Contact Us

Filtronic, 700 Marvel Road, Salisbury, MD 21801, USA
Tel: +1 410 202 8811 Email: sales@filtronic.com

All specifications are subject to change without notice. Visit www.filtronic.com for the most current datasheets. © 2021 Filtronic plc. All rights reserved.



SD050 | 3.4L | 50 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency

GENERAC | **INDUSTRIAL**

Standby Power Rating
 50 kW, 63 kVA, 60 Hz

Prime Power Rating*
 45 kW, 56 kVA, 60 Hz



*EPA Certified Prime ratings are not available in the US or its Territories

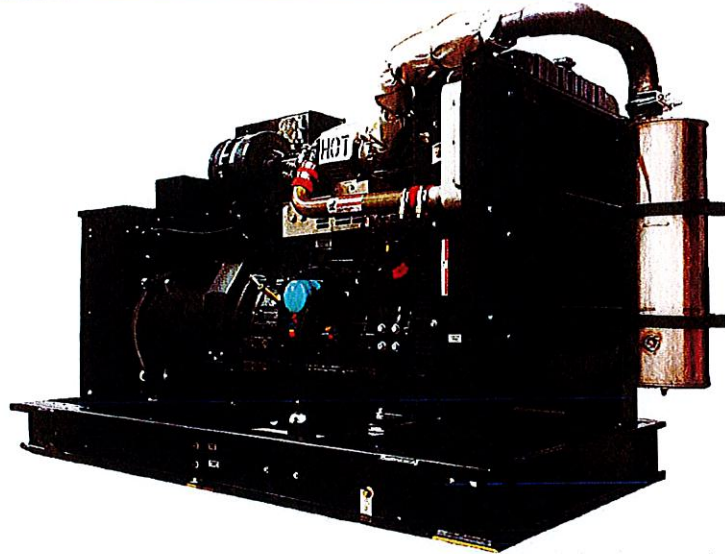


Image used for illustration purposes only

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



UL2200, UL6200, UL1236, UL142



CSA C22.2



BS5514 and DIN 6271



SAE J1349



NFPA 37, 70, 99, 110



NEC700, 701, 702, 708



ISO 3046, 7637, 8528, 9001



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



IBC 2009, CBC 2010, IBC 2012,
 ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SPEC SHEET

1 of 6

SD050 | 3.4L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Silencer (Enclosed Units Only)

Fuel System

- Fuel Lockoff Solenoid
- Primary Fuel Filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze
- 120 VAC Coolant Heater

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Brushless Excitation
- Sealed Bearing
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Only)
- Silencer of Heat Shield

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

FUEL TANKS (If Selected)

- UL 142/ULC S-601
- Double Wall Construction
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested - 2 psi
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- RhinoCoat™ - Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Digital H Control Panel- Dual 4x20 Display

Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- All Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors

- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® Protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2 msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

Full System Status Display

- Power Output (kW)
- Power Factor
- kW Hours, Total, and Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Overspeed
- Battery Voltage
- Alarms and Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms and Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

SD050 | 3.4L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

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CONFIGURABLE OPTIONS

ENGINE SYSTEM

- Engine Coolant Heater
- Oil Heater
- Industrial Silencer (Open Set)
- Air Filter Restriction Indicator
- Fan and Belt Guards (Enclosed Units Only)

FUEL SYSTEM

- Flexible Fuel Lines
- Primary Fuel Filter

ELECTRICAL SYSTEM

- 10A UL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating
- Permanent Magnet Excitation

GENERATOR SET

- 8 Position Load Center

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Door Open Alarm Switch
- Pad Vibration Isolator
- Enclosure Heater

WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

CONTROL SYSTEM

- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Oil Temperature Sender with Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- Remote Communication - Modem
- 10A Engine Run Relay
- Ground Fault Indication and Protection Functions
- 100 dB Alarm Horn
- 120V GFCI and 240V Outlets

FUEL TANKS (Size On Last Page)

- 8 in (203.2 mm) Fill Extension
- 13 in (330.2 mm) Fill Extension
- 19 in (482.6 mm) Fill Extension
- Overfill Protection Valve
- Vent Extensions
- Tank Risers
- Fuel Drop Tube
- Return Hose
- 90% Fuel Level Alarm

ENGINEERED OPTIONS

ENGINE SYSTEM

- Coolant Heater Ball Valves
- Fluid Containment Pan

CONTROL SYSTEM

- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

ALTERNATOR SYSTEM

- 3rd Breaker System

GENERATOR SET

- Special Testing
- IBC Seismic Certification

TANKS

- UL2085 Tank
- Stainless Steel Tanks

SD050 | 3.4L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

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GENERAC | INDUSTRIAL
POWER

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Generac
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	4
Type	In-Line
Displacement - in ³ (L)	207.48 (3.4)
Bore - in (mm)	3.86 (98)
Stroke - in (mm)	4.45 (113)
Compression Ratio	18.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head	Cast Iron OHV
Piston Type	Aluminum
Crankshaft Type	Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow Cartridge
Crankcase Capacity - qt (L)	7.4 (7)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Type	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed - rpm	2,250
Fan Diameter - in (mm)	560 (22)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel #2
Fuel Specifications	ASTM
Fuel Filtering (microns)	10
Fuel Inject Pump	Bosch (VE)
Fuel Pump Type	Engine Driven Gear
Injector Type	Pintel - 2,100 psi (14,479 kPa)
Fuel Supply Line - in (mm)	0.312 (7.92) NPT
Fuel Return Line - in (mm)	0.312 (7.92) NPT

Engine Electrical System

System Voltage	12 VDC
Battery Charger Alternator	Standard
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	K0050124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	< 5% (3-Phase)
Telephone Interference Factor (TIF)	< 50

Standard Excitation	Synchronous Brushless
Bearings	Single Sealed Cartridge
Coupling	Direct via Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SPEC SHEET

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SD050 | 3.4L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC INDUSTRIAL

OPERATING DATA

POWER RATINGS

Standby		
Single-Phase 120/240 VAC @1.0pf	50 kW	Amps: 208
Three-Phase 120/208 VAC @0.8pf	50 kW	Amps: 173
Three-Phase 120/240 VAC @0.8pf	50 kW	Amps: 150
Three-Phase 277/480 VAC @0.8pf	50 kW	Amps: 75
Three-Phase 346/600 VAC @0.8pf	50 kW	Amps: 60

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip			
277/480 VAC	30%	208/240 VAC	30%
K0050124Y21	98	K0050124Y21	75
K0060124Y21	124	K0060124Y21	95

FUEL CONSUMPTION RATES*

Fuel Pump Lift - ft (m)		Diesel - gph (Lph)	
3 (1)		Percent Load	Standby
Total Fuel Pump Flow (Combustion + Return) - gph (Lph)		25%	1.3 (4.9)
		50%	2.3 (8.7)
		75%	3.3 (12.5)
		100%	4.3 (16.4)
3.6 (13.5)			

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Coolant Flow	gpm (Lpm)	12.2 (46)
Coolant System Capacity	gal (L)	2.5 (9.5)
Heat Rejection to Coolant	BTU/hr (kW)	135,900 (39.8)
Inlet Air	scfm (m ³ /hr)	7,500 (212)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Ambient Temperature (Before Derate)	See Bulletin No. 0199280SSD	
Maximum Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

Standby	
Flow at Rated Power - scfm (m ³ /min)	166 (4.7)

ENGINE

		Standby
Rated Engine Speed	RPM	1,800
Horsepower at Rated kW**	hp	86
Piston Speed	ft/min (m/min)	1,335 (406.9)
BMEP	psi (kPa)	169 (1,165)

EXHAUST

		Standby
Exhaust Flow (Rated Output)	scfm (m ³ /min)	448 (12.7)
Max. Allowable Backpressure	inHg (kPa)	1.5 (5.1)
Exhaust Temp (Rated Output)	°F (°C)	1,044 (562)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration - Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.
Standby - See Bulletin 0187500SSB
Prime - See Bulletin 0187510SSB

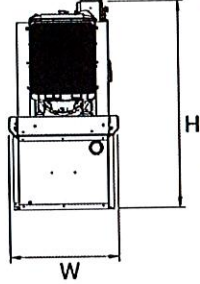
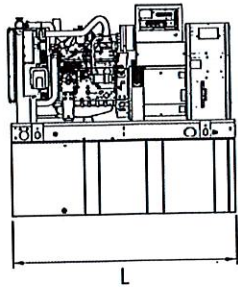
SD050 | 3.4L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

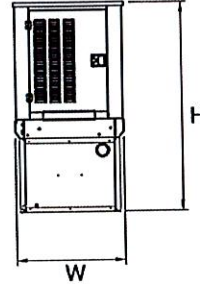
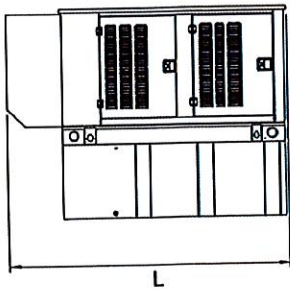
GENERAC INDUSTRIAL
POWER SYSTEMS

DIMENSIONS AND WEIGHTS*



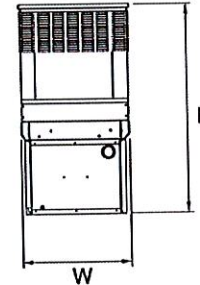
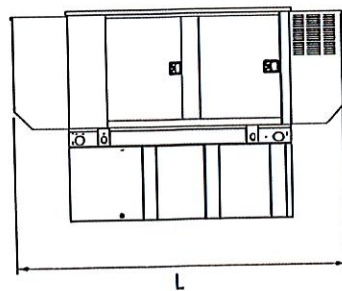
OPEN SET (Includes Exhaust Flex)

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Minimum Weight - lbs (kg)	Maximum Weight - lbs (kg)
No Tank	-	76.7 (1,948) x 37.4 (950) x 45.2 (1,147)	1,710 (776)	1,836 (833)
12	54 (204)	76.7 (1,948) x 37.4 (950) x 58.2 (1,477)	2,190 (993)	2,316 (932)
30	132 (499)	76.7 (1,948) x 37.4 (950) x 70.2 (1,783)	2,420 (1,098)	2,546 (979)
44	190 (719)	76.7 (1,948) x 37.4 (950) x 82.2 (2,087)	2,628 (1,192)	2,755 (1,022)
49	211 (799)	106.0 (2,692) x 37.4 (950) x 71.2 (1,807)	2,634 (1,192)	2,760 (1,023)
59	300 (1,130)	92.9 (2,360) x 37.4 (950) x 85.7 (2,176)	2,692 (1,221)	2,818 (1,035)



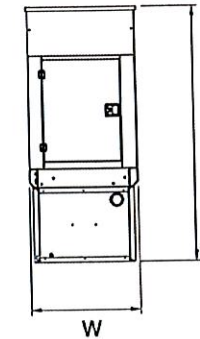
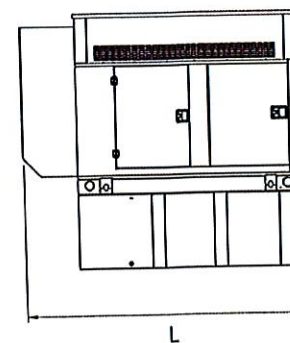
WEATHER PROTECTED ENCLOSURE

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Steel Weight Minimum - lbs (kg)	Steel Weight Maximum - lbs (kg)	Aluminum Weight Minimum - lbs (kg)	Aluminum Weight Maximum - lbs (kg)
No Tank	-	94.8 (2,409) x 33.0 (865) x 49.5 (1,258)	2,158 (979)	2,286 (1,037)	1,935 (878)	2,965 (1,345)
12	54 (204)	94.8 (2,409) x 33.0 (865) x 62.5 (1,588)	2,633 (1,197)	2,766 (1,255)	2,415 (1,096)	3,445 (1,563)
30	132 (499)	94.8 (2,409) x 33.0 (865) x 74.5 (1,893)	2,668 (1,301)	2,996 (1,359)	2,645 (1,200)	3,675 (1,667)
44	190 (719)	94.8 (2,409) x 33.0 (865) x 86.5 (2,198)	3,077 (1,396)	3,205 (1,454)	2,854 (1,295)	3,684 (1,762)
49	211 (799)	106.0 (2,692) x 33.0 (865) x 99.0 (2,516)	4,316 (1,958)	4,572 (2,074)	3,870 (1,755)	5,930 (2,690)
59	300 (1,130)	94.8 (2,409) x 33.0 (865) x 90.0 (2,287)	3,140 (1,424)	3,268 (1,492)	2,917 (1,333)	3,947 (1,790)



LEVEL 1 SOUND ATTENUATED ENCLOSURE

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Steel Weight Minimum - lbs (kg)	Steel Weight Maximum - lbs (kg)	Aluminum Weight Minimum - lbs (kg)	Aluminum Weight Maximum - lbs (kg)
No Tank	-	94.8 (2,409) x 33.0 (865) x 49.5 (1,258)	2,158 (979)	2,286 (1,037)	1,935 (878)	2,965 (1,345)
12	54 (204)	94.8 (2,409) x 33.0 (865) x 62.5 (1,588)	2,633 (1,197)	2,766 (1,255)	2,415 (1,096)	3,445 (1,563)
30	132 (499)	94.8 (2,409) x 33.0 (865) x 74.5 (1,893)	2,668 (1,301)	2,996 (1,359)	2,645 (1,200)	3,675 (1,667)
44	190 (719)	94.8 (2,409) x 33.0 (865) x 86.5 (2,198)	3,077 (1,396)	3,205 (1,454)	2,854 (1,295)	3,684 (1,762)
49	211 (799)	106.0 (2,692) x 33.0 (865) x 99.0 (2,516)	4,316 (1,958)	4,572 (2,074)	3,870 (1,755)	5,930 (2,690)
59	300 (1,130)	94.8 (2,409) x 33.0 (865) x 90.0 (2,287)	3,140 (1,424)	3,268 (1,492)	2,917 (1,333)	3,947 (1,790)



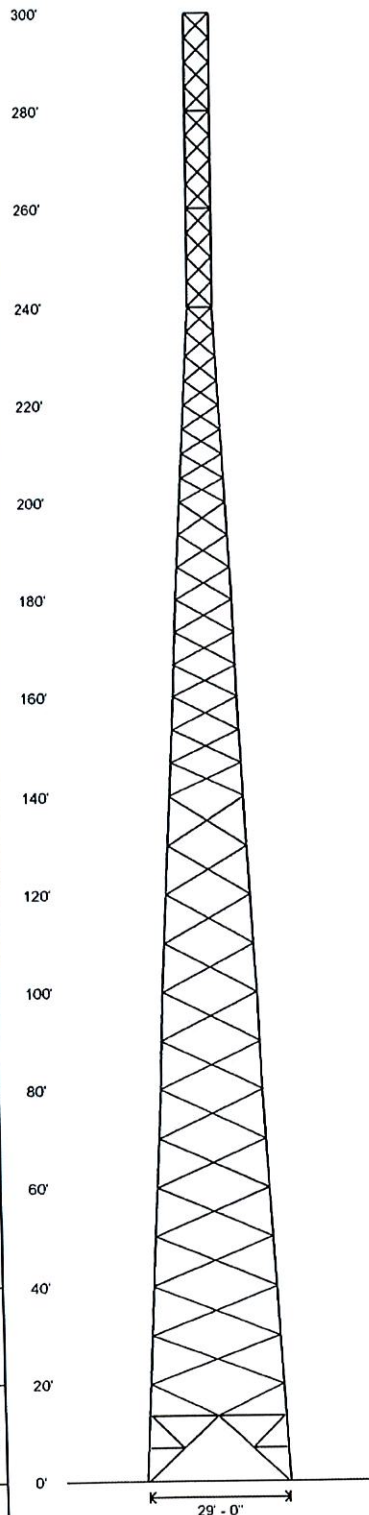
LEVEL 2 SOUND ATTENUATED ENCLOSURE

Run Time Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Steel Weight Minimum - lbs (kg)	Steel Weight Maximum - lbs (kg)	Aluminum Weight Minimum - lbs (kg)	Aluminum Weight Maximum - lbs (kg)
No Tank	-	94.8 (2,409) x 33.0 (865) x 70.1 (1,780)	2,389 (1,084)	2,517 (1,142)	2,035 (923)	2,163 (981)
12	54 (204)	94.8 (2,409) x 33.0 (865) x 82.5 (1,588)	2,633 (1,197)	2,766 (1,255)	2,415 (1,096)	3,445 (1,563)
30	132 (499)	94.8 (2,409) x 33.0 (865) x 74.5 (1,893)	2,668 (1,301)	2,996 (1,359)	2,645 (1,200)	3,675 (1,667)
44	190 (719)	94.8 (2,409) x 33.0 (865) x 86.5 (2,198)	3,077 (1,396)	3,205 (1,454)	2,854 (1,295)	3,684 (1,762)
49	211 (799)	106.0 (2,692) x 33.0 (865) x 99.0 (2,516)	4,316 (1,958)	4,572 (2,074)	3,870 (1,755)	5,930 (2,690)
59	300 (1,130)	94.8 (2,409) x 33.0 (865) x 110.6 (2,809)	3,371 (1,529)	3,499 (1,587)	3,017 (1,368)	3,145 (1,427)

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN

	A	B		C	D	E	F	G	H
Legs									
Diagonals									
Horizontals									
Internals									
Sub-Diagonals									
Sub-Horizontals									
Brace Bolts									
Top Face Width									
Panel Count/Height									
Section Weight									



Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	111 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Structure Class	III
Risk Category	III
Exposure Category	C
Topographic Category	1
Seismic Importance Factor, I _e	1.25
0.2-sec Spectral Response, S _s	0.105 g
1-sec Spectral Response, S ₁	0.054 g
Site Class	D (DEFAULT)
Seismic Design Category	B
Basic Seismic Force-Resisting System	telecommunication Tower (Truss: Steel)

Base Reactions - Wind/Ice

Total Foundation		Individual Footing	
Shear (kips)	44.07	Shear (kips)	26.39
Axial (kips)	139.71	Compression (kips)	261
Moment (ft-kips)	6167	Uplift (kips)	213

Base Reactions - Seismic

Total Foundation		Individual Footing	
Shear (kips)	1.35	Shear (kips)	1.76
Axial (kips)	56.03	Compression (kips)	29
Moment (ft-kips)	258	Uplift (kips)	0

Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1 1/4" dia. x 63"-long F1554 grade 105 anchor bolts per leg.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) No grout is required under the base plates.



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P.O. Box 658
Sioux City, IA 51102-0658
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Quote: 23-2506-RSS-R1 Opt. 1

Customer: MOTOROLA ISPO

Site Name: Roanoke - Freedom, TX

Description: 300' S3TL

Date: 11/10/2023 By: RM

Page: 1

Designed Appurtenance Loading

Elev	Description	Tx-Line	Elev	Description	Tx-Line
310.33	(1) BA80-41-DIN	(1) 7/8"	285	6ft Sidearm	
308.71	(2) CC807-11	(2) 1 1/4"	100	(2) Leg Dish Mount	
300	(2) 6ft Sidearms		100	(2) 6' H.P. Dish	(2) EW63
300	6ft Sidearm		75	Flush Mount	
289.76	(1) CC807-08	(1) 1 1/4"	75	(1) 2' Yagi	(1) 7/8"

Material List

Display	Value	Display	Value
A	8.625 OD X .322	I	L 5 X 3 1/2 X 1/4
B	8.625 OD X .500	J	L 3 X 3 X 3/16
C	5.563 OD X .375	K	L 2 X 2 X 3/16
D	5.563 OD X .258	L	L 3 X 3 X 1/4
E	4.500 OD X .337	M	L 2 X 2 X 1/8
F	3.500 OD X .300	N	L 2 1/2 X 2 1/2 X 3/16
G	2.875 OD X .203	O	1 @ 13.333'
H	2.375 OD X .154	P	1 @ 6.667'



Sabre Industries
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-9990
Fax: (712) 279-0514

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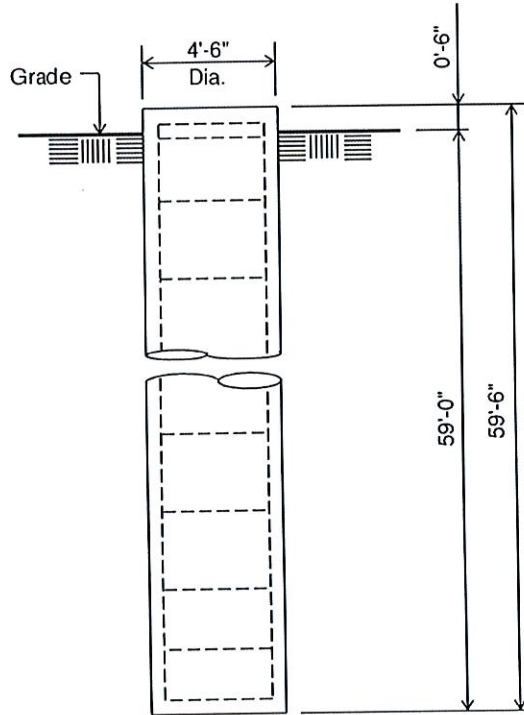
Quote: 23-2506-RSS-R1 Opt. 1
Customer: MOTOROLA ISPO
Site Name: Roanoke - Freedom, TX
Description: 300' S3TL
Date: 11/10/2023 By: RM

Page: 2

Customer: MOTOROLA ISPO
Site: Roanoke - Freedom, TX

300 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(35.0 cu. yds.)
(3 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The foundation is based on the following factored loads:
Factored uplift (kips) = 213.00
Factored download (kips) = 261.00
Factored shear (kips) = 26.00
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.
- 8) This foundation is designed for a max capacity ratio of 70%.

Rebar Schedule per Pier	
Pier	(14) #9 vertical rebar w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C
Anchor Bolts per Leg	
	(6) 1.25" dia. x 63" F1554-105 on a 12.75" B.C. w/ 8" max. projection above concrete.



Wimberley Surveying Professionals
PO Box 9237
Greenville, Texas 75404

Phone (903) 450-8100
Cell (903) 513-5684

FAA TOWER CERTIFICATION

Site Name: Roanoke
Site Number: TBD
Site Address: Freedom Drive
Roanoke, Denton County TX

PROPOSED SELF SUPPORT TOWER

I hereby certify that following Latitude and Longitude values for the center of the above-referenced proposed tower are accurate to within +/- 20 feet horizontally; and that the following tower site elevation is accurate to within +/- 3 feet vertically.

Horizontal Datum:

Latitude:

Longitude:

NAD83

32° 59' 54.50" N

97° 14' 53.10" W

Vertical Datum:

Ground Elevation at Base of Tower:

NAVD 1988

683.7 feet

Ronald D. Wimberley, RPLS
Texas Registered Professional Surveyor, No. 6005
November 16, 2023
Job No. 23220





AGENDA ITEM

TO: Honorable Mayor and Council

SUBJECT: ILA - City of Roanoke FD and Denton County

MEETING DATE: December 10, 2024

DEPARTMENT: Fire

ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Fire and EMS services in unincorporated areas.

INFORMATION:

This is the annual agreement for the provision of fire and emergency medical services between the City of Roanoke and Denton County, outlining the terms and responsibilities for the forthcoming year.

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The county has no moved from a per call basis to an annual payment. This year's payment will be \$19,918 based on a \$10,000 readiness fee, a fixed sum of \$9,338 based on calls ran in fiscal year 2024, and a COLA of 3 % equaling \$580.

ATTACHMENTS:

1. Denton County - Fire EMS Services - ILA Roanoke 2025

THE COUNTY OF DENTON

§

§

CITY OF ROANOKE

§

FIRE DEPARTMENT

STATE OF TEXAS

§

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2024, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Roanoke Fire Department (“the **AGENCY**”).

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services, ambulance services, and related services for the benefit of the citizens of the City of Roanoke; and

WHEREAS, the **COUNTY** desires to obtain fire protection services, emergency ambulance services, and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient fire protection services and emergency ambulance service; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating, and maintaining fire protection services and emergency ambulance services in the County; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2024, and ending September 30, 2025.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. “Cost-of-living Adjustment” (COLA) shall mean an increase in pay intended to counteract inflation.
- B. “Emergency Ambulance Services” means any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded, or injured for medical treatment is essential to the health or life of a person or persons.
- C. “Fire Protection Services” means all of the customary and usual services of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, and medical emergency services.

- D. “Parties” means the Agency and the County.

III. **SERVICES**

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services and emergency ambulance services normally rendered by the **AGENCY** to citizens of the City of Roanoke in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in “Exhibit A” and “Exhibit B,” attached hereto and incorporated herein by reference.

A. FIRE PROTECTION SERVICES

Fire protection services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as “*ROFD*” as set out in Exhibit “A”.
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY's** incorporated area upon request of the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

B. EMERGENCY AMBULANCE SERVICES

Emergency ambulance services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are do not otherwise have access to emergency services.

- A. The **AGENCY** shall make available and provide emergency ambulance services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for emergency ambulance transportation made within the portion of the **COUNTY** designated as "ROFD" as set out in Exhibit "B".
- C. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

IV. PERFORMANCE OF SERVICE

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

At the request of the **COUNTY**, the **AGENCY** shall, submit statements reporting fire protection calls and/or emergency ambulance transport provided by the **AGENCY**. In so doing, the **AGENCY** shall use the Texas Fire Incident Reporting System's standardized forms to report fire protection services, and the standardized ambulance transportation reporting form for emergency ambulance services. Both forms may be submitted by personal delivery, U.S. Mail, facsimile, or email to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208.

V. COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for full performance of services as provided in this Agreement the sum of **\$19,918.00**, based on a funding formula as follows:

1. A fixed "readiness" sum of **\$10,000.00**;
2. A fixed sum of **\$9,338.00** for fire calls and ambulance transports. Said sum is based upon the number of fire responses and ambulance transports made by and reported by the **AGENCY** in fiscal year 2024;
3. A three percent (3%) COLA; said sum computes to **\$580.00**.

The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **\$19,918.00**, no later than February 1, 2025. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

VI. FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791, the Texas Local Government Code, Chapter 352, and the Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party prior to the **AGENCY** being paid in full, the **AGENCY** shall be compensated pro rata for all services performed to the termination date by dividing the full sum of **\$19,918.00** by 365 days, the number of days covered by this Agreement. In the event of such termination after the **AGENCY** has been paid in full, the **COUNTY** shall be reimbursed pro rata for all

compensation paid to the **AGENCY** in anticipation of the **AGENCY** providing services after the date of termination. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit “A” and Exhibit “B”.

[EXECUTION PAGES FOLLOW]

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By: _____
Andy Eads
Denton County Judge

AGENCY:

City of Roanoke
215 James Street
Roanoke, Texas 76262

By: _____
Name _____
Title _____

ATTEST:

By: _____
Denton County Clerk

ATTEST:

By: _____
City Secretary

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

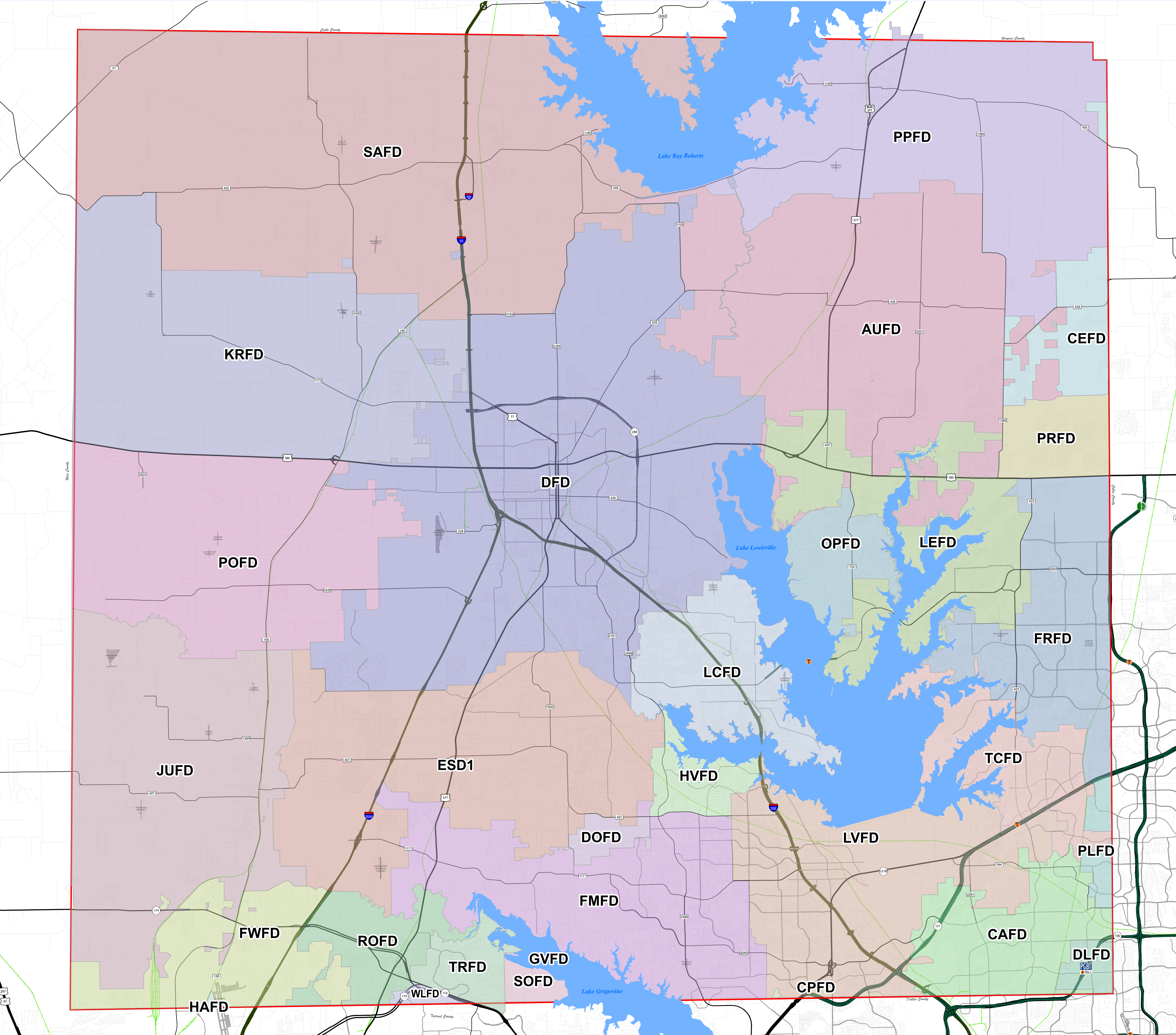
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$19,918.00 to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor

DENTON COUNTY

Exhibit A - Fire



Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Kevin Falconer - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- LAKES & PONDS
- County Boundary

City Population
Denton > 100,000
Lewisville 40,000- 100,000
Corinth 10,000- 39,999
Sanger 2,000- 9,999
Ponder < 2,000

NAD 1983 StatePlane
(Zone 5351)
Texas North Central
Lambert Conformal Conic
1:100,000
October 17, 2023

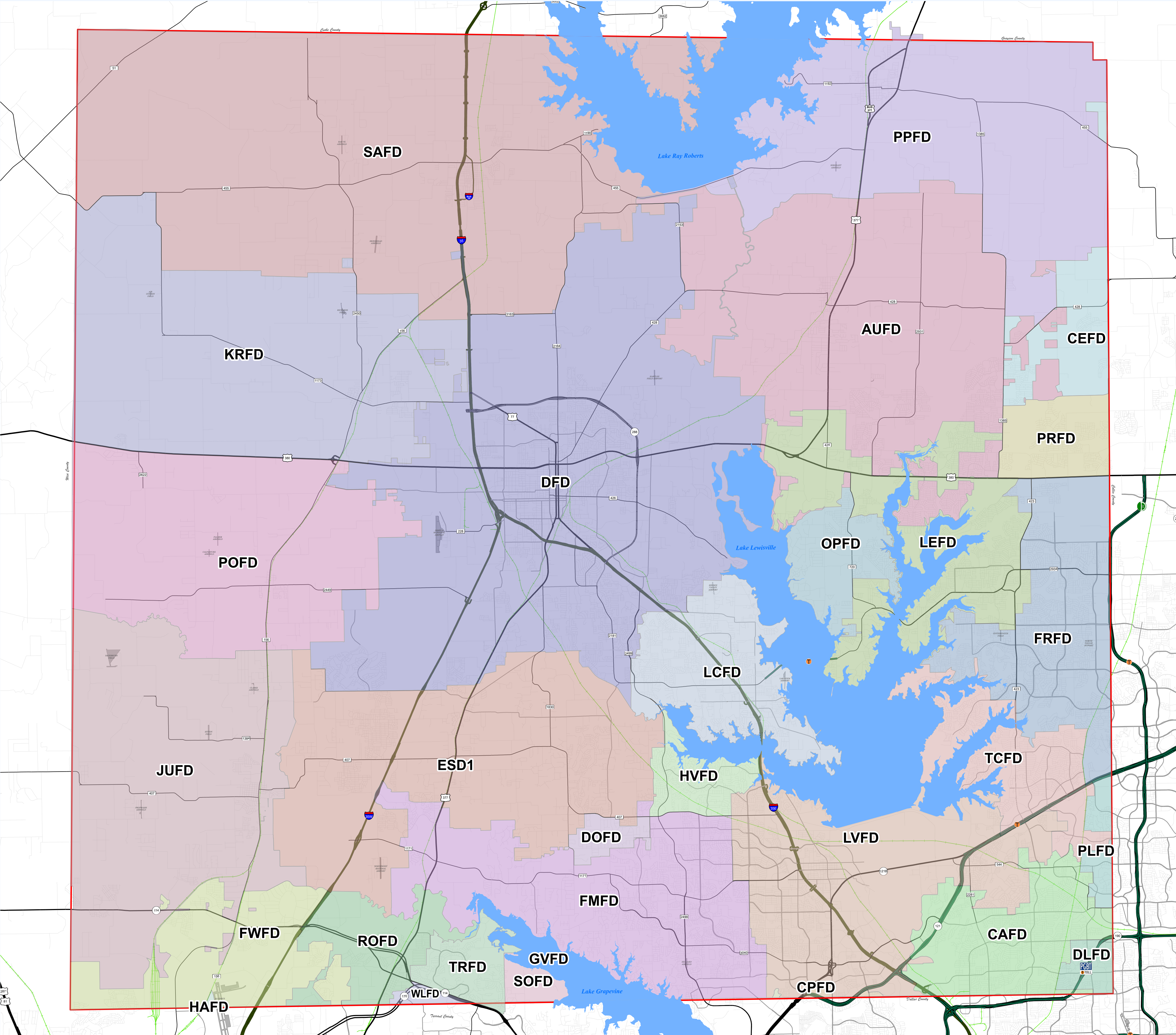
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.
CONTACT INFORMATION
LANDMARK MAP: gis.dentoncounty.gov
E-MAIL: gis@dentoncounty.gov



Overview Map

DENTON COUNTY

Exhibit B -EMS



Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Kevin Falconer - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
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CONTACT INFORMATION
LANDMARK MAP: gis.dentoncounty.gov
E-MAIL: gis@dentoncounty.gov



Overview Map



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO. 2024-111R - Participation in Opioid Settlements

MEETING DATE: December 10, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of Resolution No. 2024-111R electing to participate in the proposed opioid settlements brought by the State of Texas and other jurisdictions against various entities for their roles in the National Opioid Crisis.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2024-111R - Participation in Opioid Settlement
2. Exhibit A - Kroger Subdivision Participation Form

CITY OF ROANOKE, TEXAS

RESOLUTION NO. 2024-111R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ELECTING TO PARTICIPATE IN THE KROGER TEXAS OPIOID SETTLEMENT BROUGHT BY THE STATE OF TEXAS AND OTHER JURISDICTIONS AGAINST KROGER FOR THEIR ROLES IN THE NATIONAL OPIOID CRISIS; AUTHORIZING THE MAYOR, CITY MANAGER AND/OR CITY STAFF TO EXECUTE ANY AND ALL APPROPRIATE DOCUMENTATION RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a proposed Texas settlement agreement (hereinafter referred to as the “Settlement”) has been reached that would resolve all opioid claims for Texas and its political subdivisions against pharmaceutical manufacturer Kroger (hereinafter referred to collectively as “Kroger”); and

WHEREAS, the City Council of the City of Roanoke, Texas, hereby elects to participate in the Settlement, and authorizes the Mayor or City Manager to execute the Texas Settlement Subdivision Participation and Release Form, a copy of which is attached hereto as *Exhibit A*, and any and all related forms concerning the Kroger Texas Settlement; and

WHEREAS, the City Council of the City of Roanoke, Texas, authorizes the Mayor, City Manager and/or City staff to execute any and all documents related thereto.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council of the City of Roanoke, Texas, hereby elects to participate in the Settlement, and authorizes the City Manager or Mayor to execute the Texas Settlement Subdivision Participation and Release Form, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

SECTION 3. The City Council of the City of Roanoke, Texas, hereby authorizes the Mayor, City Manager, and/or City staff to execute any and all documentation necessary related to the Settlement with Kroger, and to take any and all other steps requested or authorized by the Texas Attorney General’s Office relative the Settlement referenced in this Resolution.

SECTION 4. This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ROANOKE, TEXAS, THIS 10TH day of DECEMBER, 2024.**

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

Exhibit A

[Texas Settlement Subdivision Participation and Release Form]

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	City of Roanoke	Texas
Authorized Official:	Carl E. Gierisch, Jr., Mayor	
Address 1:	500 S. Oak Street	
Address 2:		
City, State, Zip:	Roanoke, Texas 76262	
Phone:	817-491-2411	
Email:	scooter@roanoketexas.com	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: Carl E. Gierisch, Jr.
Title: Mayor
Date: December 10, 2024



AGENDA ITEM

TO:

SUBJECT:

MEETING DATE: December 10, 2024

DEPARTMENT: Finance

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2024-119, amending Appendix A - Fee Schedule of the City of Roanoke Code of Ordinances.

INFORMATION:

In accordance with the annual budget process, Roanoke departmental staff review the City's fee schedule to make any needed updates for the fiscal year. Being a governmental entity, these fees are designed solely to recoup the cost to deliver the requested service and not to gain any revenue over the estimated expense to provide our services.

For FY25, staff is requesting several updates to streamline our fee schedule and realign service charges with our expenses. This includes:

- Revising our parks fee schedule to recoup league fees and streamline facility rental requests;
- Charging re-inspection fees for health compliance investigations;
- Adding community room rental fees
- Increasing our monthly wastewater service charges in accordance with the rate model accepted by Council on February 13, 2024
 - Initially it was anticipated that water rates would need to increase as well, but our financial modeling shows that the City should be able to keep those rates steady this year.

Staff is proposing to increase our wastewater rates as follows:

Fixed Fees



AGENDA ITEM

Minimum Charge Based on Meter Size	# of Wastewater Connections	Current WW	Proposed WW	Increase
3/4"	4,017	\$20.50	\$26.00	\$5.50
1" — Residential	139	\$31.00	\$39.00	\$8.00
1" — Commercial	58	\$51.00	\$65.00	\$14.00
1.5"	28	\$102.50	\$130.00	\$27.50
2"	62	\$164.00	\$208.00	\$44.00
3"	6	\$307.25	\$390.00	\$82.75
4"	6	\$512.00	\$649.00	\$137.00
6"	-	\$1,023.75	\$1,298.00	\$274.25
8"	-	\$1,638.00	\$2,077.00	\$439.00
10"	-	\$2,357.50	\$2,990.00	\$632.50

Volumetric Fees

Monthly Usage	Proposed WW	Increase
2,001 - 5,000	\$10.09	\$2.10
5,001 - 10,000	\$10.09	\$2.10
10,001 - 15,000	\$10.09	\$2.10
15,001 - 25,000	\$10.09	\$2.10
Over 25,000	\$10.09	\$2.10



AGENDA ITEM

Staff will provide a brief presentation focused on the proposed utility rate changes.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2025 Schedule Final
2. 2025 Schedule Red Lined
3. Fee Schedule Ordinance

EXHIBIT A
APPENDIX A - FEE SCHEDULE

ARTICLE 1.000. - ADMINISTRATIVE FEES

Copies	Personal documents	\$0.25
Copies	Public information request	State Fee Schedule
Fax Charge	to Send	\$1.00
Fax Charge	Per each page Sent or Received	\$0.10
Return Check Fee (NSF)		\$30.00
Credit Card Processing Fee		5% of total payment
Utility Billing Mailing List		\$30.00
Labels for Mailing		\$40.00
Maps		Cost
Library Non-resident Fee	Per person	\$25.00
Family Non-Resident maximum fee	Per Household	\$50.00
3D Printing Fees	Per Gram	\$0.10
Lost Library Card	\$1.00	
Lost Item Fee	Replacement Cost + \$5.00 reprocessing fee	
Library Non-resident Exam Fee	Per Exam	\$25.00
Community Room Rental Fees		
Deposit –for all rentals-refunded if no damage		\$50.00
Roanoke Residents:		
Half-day rental		\$25.00
Full-day rental		\$50.00
Non-Residents:		
Half-day rental		\$30.00
Full-day rental		\$60.00

Printed Ordinances	
Sewer Use Ordinance	\$7.00
Standard Construction Specifications	\$27.50
Subdivision Ordinance	\$27.50
Zoning Ordinance	\$30.00
Subdivision & Zoning	\$55.00
Combined Book (Zoning, Subdivision, Const. Specs)	\$85.00

ARTICLE 2.000. - RECREATION MEMBERSHIPS AND RELATED FEES

Community Swimming Pool Fees		
Resident	42" and under	Free
Resident	Over 42"	\$2.00
Non-Resident	42" and under	Free
Non-Resident	Over 42"	\$6.00
Daycare (all people)		\$3.00
Guest of Resident (resident must be present)		\$3.00
Resident Individual Season		\$30.00
Resident Family Season		\$100.00
Non-Resident Individual Season		\$60.00
Non-Resident Family Season		\$200.00
Pool Entrance Fees with annual Recreation Center membership:		
Resident Individual Season		\$25.00
Resident Family Season		\$75.00
Non-Resident Individual Season		\$50.00
Non-Resident Family Season		\$150.00
Swim Lessons:		
Resident		\$55.00
Non-Resident		\$70.00
Discount for each additional child		\$5.00
Baseball and Softball Fields		
Field	Per hour	\$15.00
Field and Lights	Per hour	\$25.00
Recreation Center		
*Monthly payment option is payable by bank draft only.		
Resident		
Single	Annually	\$324.00
Single	Monthly	\$30.00
Household	Annually	\$378.00
Household	Monthly	\$35.00
Senior—65 or older		Free
Active Military/Veteran	Annually	\$216.00
Active Military/Veteran	Monthly	\$20.00
Active Military/Veteran Family	Annually	\$270.00
Active Military/Veteran Family	Monthly	\$25.00

City Employee			Free
City Employee—Family		Annually	\$216.00
City Board Members and Family			Free
Court Rental Fee		Hourly	\$50
		Deposit	\$250
Classroom Rental Fee	One room	Hourly	\$50
	Two rooms	Hourly	
	Half room	Hourly	\$25
		Deposit	\$250
Game Room Rental Fee		Hourly	\$50
		Deposit	\$250
Gymnasium Rental Fee		Hourly	\$100
		Deposit	\$500
Entire Building Rental Fee		Hourly	\$500
		Deposit	\$1,000
Business			
Single		Annually	\$432.00
Single		Monthly	\$40.00
Household		Annually	\$507.00
Household		Monthly	\$47.00
Senior—65 or older/Active Military/Veteran		Annually	\$324.00
Senior—65 or older/Active Military/Veteran		Monthly	\$30.00
Senior/Active Military/Veteran Family		Annually	\$378.00
Senior/Active Military/Veteran Family		Monthly	\$35.00
Non-Resident			
Single		Annually	\$540.00
Single		Monthly	\$50.00
Household		Annually	\$648.00
Household		Monthly	\$60.00
Senior—65 or older/Active Military/Veteran		Annually	\$432.00
Senior—65 or older/Active Military/Veteran		Monthly	\$40.00
Senior/Active Military/Veteran Family		Annually	\$486.00
Senior/Active Military/Veteran Family		Monthly	\$45.00
Aerobic Classes	Free with Paid Membership		Free
Childcare	Maximum 2 hours	Hourly	\$1.00
Court Rental Fee	(One court only)	Hourly	\$100

		Deposit	\$250
Classroom Rental Fee	One room	Hourly	\$30.00
	Two rooms	Hourly	\$50.00
	Half room	Hourly	\$35
		Deposit	\$250
Game Room Rental Fee		Hourly	\$60
		Deposit	\$250
Gymnasium Rental Fee		Hourly	\$150
		Deposit	\$500
Entire Building Rental Fee		Hourly	\$750
		Deposit	\$1,000
Daily Admission Fee for Building		Daily	\$10.00
Class Fees			
\$2.00 discount per class for residents			
League Fees			
League fees are assessed based on the market cost to the City for providing the service. Please contact the Parks and Recreation Department for further information.			

Party Fees		
Birthday Party – Sports Party		\$175 for 10 children, \$10 per additional child
Birthday Party – Game Room Party		\$100 for 10 children, \$7 per additional child
Host-Your-Own-Party, ½ Room (25 person max attendance)	Resident, Hourly	\$25
	Non-Resident, Hourly	\$35
	Deposit	\$250
Host-Your-Own-Party, Full Room (40 person max attendance)	Resident, Hourly	\$50
	Non-Resident, Hourly	\$60
	Deposit	\$250

ARTICLE 3.000. - BUSINESS RELATED FEES

Initial and Annual Business Registration Fee		\$25.00
Commercial Certificate of Occupancy Application		\$100.00
Alcohol Permit Fees	Permit fees shall be ½ of the state permit fee	Annually
Sexually Oriented Business	Annual	\$500.00

Agent (each)			\$50.00
Carnival Buildings			\$200.00
Food and Health Service Permits and Fees:			
Permanent Food Establishment Permit		Annual	\$400.00
Mobile Food Vendor	Hot and Cold truck	Annual	\$200.00
Seasonal Vendor	Farmers Market	Annual	\$200.00
Temporary Event	Hot and Cold	Per Event	\$100.00
Health Complaint Investigation	For failing scores, non-compliance, or complaint investigation	Per re-inspection	\$150.00
Health Plan Review	New Business		\$150.00
Health Final and CO Inspection	New Business		\$150.00
Public Swimming Pool	Per Body of Water	Annual	\$200.00
Re-inspections	For follow up inspections, failing scores or non-compliance, no fee for first re-inspection	Per re-inspection	\$150.00
Vendor Temporary Permit:			\$100.00
Land Owner	If on land owner property need plot plan		\$25.00
Portable Sign Permit	New business/owner	30 days	\$25.00
Banner Sign Permit	New business/owner	30 days	\$25.00
Tent Permit		30 days	\$30.00
Solicitors Permit fee for firm, corporation or organization (Single person)		Annual	\$35.00
Solicitors Permit for each additional employee or volunteer		Annual	\$15.00

ARTICLE 4.000. - BUILDING AND CONSTRUCTION FEES

Commercial Building Permit Fees	Valuation
\$50.00 minimum fee	\$1.00 to \$500.00
\$50.00 for the first \$500 plus \$6.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$501.00 to \$2,000.00
\$150.00 for the first \$2,000 plus \$30.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$2,001.00 to \$25,000.00
\$840.00 for the first \$25,000 plus \$21.60 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$25,001.00 to \$50,000.00
\$1,380.00 for the first \$50,000 plus \$15.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$50,001.00 to \$100,000.00
\$2,130.00 for the first \$100,000 plus \$12.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$100,001.00 to \$500,000.00
\$6,930.00 for the first \$500,000 plus \$10.20 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	\$500,001.00 to \$1,000,000.00

\$12,030.00 for the first \$1,000,000 plus \$6.60 for each additional \$1,000.00, or fraction thereof		\$1,000,001.00 and up
Permit Re-Inspection Fee	Per instance	\$100.00
Special Use Permits	Per application	\$200.00
Certificate of Occupancy		\$100.00
Change in Occupancy		\$100.00
Temporary Certificate of Occupancy	Per 30 Days	\$250.00
Electrical, Plumbing, or Mechanical Permit		\$75.00

Building Permit Fees for Residential Dwellings

Combination permit fees (building, electrical, plumbing, and mechanical). The general contractor shall obtain a combination permit for all construction requiring inspection by more than one trade inspector. Subcontractors are not required to obtain separate permits when serving as the registered subcontractor for a combination permit. Each subcontractor working under a general contractor's combination permit shall notify the inspections department and submit all required information prior to any inspection.

	New Construction	Additions	Alterations
<u>R3 Residential Dwellings</u> (Detached one and two family dwellings, townhomes not more than 3-stories in height with a separate means of egress)	\$.80 / Square Foot Total Area Under Roof	\$ 1.10 / Square Foot Total Area of Addition	\$ 1.10 / Square Foot of Alteration Area
<u>R2 Residential Dwellings</u> (Apartments, condominiums, three and four family dwellings, etc.)	\$.60 / Square Foot Total Area Under Roof	\$ 1.10 / Square Foot Total Area of Addition	\$ 1.10 / Square Foot of Alteration Area
<u>Simple Alteration Permits</u> Projects in which square footage does not apply as determined by the Building Official. (Window replacement, foundation repair)	Flat fee \$150.00		

Residential Plan Review 45% of residential building fee in addition to building permit fee

Accessory Buildings		
Residential—Temporary	Less than 120 sq. ft.	\$15.00
Residential—Permanent	Greater than 120 sq. ft.	\$100.00
Fence Permits		
Wood, chain link, metal vinyl	Per lot or tract	\$15.00
Over 6'	Per lot or tract	\$50.00
Masonry, Wrought Iron	Per lot or tract	\$50.00
Masonry screening wall-Commercial		Valuation
Retaining walls - Commercial		Valuation
Fence repair/replacement—Natural disaster or fire		No fee

Other Permits		
Residential Swimming Pool Permit		\$300.00
Residential Hot Tubs, or Fountains		\$200.00
Residential Solar Panels		\$50.00
Patio Cover, Arbor, Pergola		\$50.00
Residential Reroofing		\$50.00
Driveway/Flatwork	Residential/private property	\$15.00
Mobile Home Permit	Per Lot	\$200.00
Demolition Permit		\$100.00
Commercial Signs		Valuation
Residential Irrigation Permit		\$50.00
Commercial Irrigation Fees	Underground vault	\$75.00
Commercial Irrigation Fees	1—250 sprinkler heads	\$30.00
Commercial Irrigation Fees	251—1,000 sprinkler heads	\$65.00
Trench Excavation Permit Fees	250 Linear feet or less	\$50.00 + .05 per line
Trench Excavation Permit Fees	215 to 1,000 Linear feet	\$100.00 + .05 per line
Trench Excavation Permit Fees	1,001 Linear feet or longer	\$250.00 + .05 per line
Plan Review Fee	2% of Public Improvement Value	
Design Review and Inspection Fee	6% of Public Improvement Value plus \$250.00 re-review fee (after the first two submittals)	
Rental Property Registration Fee	One-Family and Two-Family –Annual Application	\$50.00

ARTICLE 5.000. - DEVELOPMENT & ZONING RELATED FEES

Variance Request	Per request	\$200.00
Special Exception Application	Per request	\$200.00
Site Plan Application Fee		\$400.00
Grading Excavation and Fill Permit		\$75.00
Revised Grading Plan	Per platted development	\$100.00
Change to approved plans	Min. 1 hr.	\$100.00
Preliminary Plat		\$300.00 + \$10.00 per acre
Final Plat		\$300.00 + \$10.00 per acre
Re-platting		\$250.00
Amending/Minor Plat		\$250.00
Planned Development Zoning		\$300.00
Zoning Change		\$250.00 + \$10.00 per acre
Zoning Board Appeal		\$100.00

Parkland Dedication Requirements		Ch. 9, Sec. 9.201(d)(1)
Tree Removal Permit	Per protected tree – Not to exceed \$2,000.00 per application	\$100.00

ARTICLE 6.000. – SPECIAL EVENT AND FACILITY RENTAL FEES

Special Events - Event Permit Fees and Deposit Fees (Applicable to private, commercial, educational and non-profit entities)				
Special Events – Individual Permits (if applicable)				
Vendor Fee – City Event Food / Beverage Vendor		\$300.00		Tent, table, chairs included Includes Health Inspection
Food Vendor – Health Inspection		\$100.00		See Article 3.000 Business Related Fees
Street Closing Fee— (City delivers and retrieves barricades)		\$100.00 for first block, \$50.00 per block thereafter		Required if event will hinder, block or obstruct traffic flow, sidewalks, intersections or alleys.
Police Traffic Detail & Escort		\$50.00 hr. per officer w/ 3 hour minimum		Required if event needs police to direct traffic, lead/escort attendees.
Emergency Medical Personnel (EMS)		\$50.00 hr. per EMS w/ 3 hour minimum		100 – 3000 ppl = 3 EMS, 1 cart 3000+ ppl = 7 EMS, 1 cart

Application for Filming within City			\$25.00				
	Special Events – Facility Rental Fees						
Facility	Max Attendance	Hourly Residents Rate	Hourly Non-Residents Rate	Special permit fee	Deposit	Minimum Resident Fees	Minimum Non-Resident Fees
Austin Street Plaza (Noon-4PM)	250	\$50 hr. w/ 3 hr. min (\$150)	\$100 hr. w/ 3 hr. min (\$300)	\$60	\$500	\$210	\$360
Austin Street Plaza (5PM-9PM)	250	\$50 hr. w/ 3 hr. min (\$150)	\$100 hr. w/ 3 hr. min (\$300)	\$60	\$500	\$210	\$360
Cannon Park Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30 hr. w/3 hr. min (\$90)	\$30	\$250	\$90	\$120
Cannon Park -Full Park	500+	\$100 hr. w/ 3 hr. min (\$300)		\$120	\$1000	\$420	\$504
Fairplay Park Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)		\$30	\$250	\$90	\$108
Fairplay Park – Full Park	500+	\$300 hr. w/ 3 hr. min (\$900)	\$500 hr. w/ 3hr. min (\$1,500)	\$120	\$1,000	\$1,020	\$1,620
Fairplay Park - Pool	150	\$300 hr. w/ 2 hr. min (\$600)	\$500 hr. w/ 2hr. min (\$1,000)	\$50	\$500	\$650	\$1,050
Library Conference - Small	10+	\$10 hr. w/ no min		\$0	\$250	\$10	\$12
Library Conference - Large	100	\$75 hr. w/ 3 hr. min (\$225)		\$30	\$500	\$255	\$305
Roanoke Community Center	150	\$200.00 ½ day rental (AM or PM) \$400.00 full day rental	\$300.00 ½ day rental (AM or PM) \$600 full day rental	\$0	\$500	\$200	\$300.00

Community Park - Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30 hr. w/3 hr. min (\$90)	\$30	\$250	\$90	\$120
Community Park/Pond	500+	\$200 hr. w/ 3 hr. min (\$600)		\$120	\$1000	\$720	\$864
Ballfield without Lights		\$25 hr. (2 hr. max)	\$35 hr. (2 hr. max)			\$25	\$35
Ballfield w/ Lights		\$35 hr. (2 hr. max)	\$45 hr. (2 hr. max)			\$35	\$45
Ballfield Tournament		\$35 hr.	\$45 hr.		\$200	\$35	\$45

ARTICLE 7.000. - UTILITIES RELATED FEES

Water and Wastewater Rates			
Minimum Charge Based on Meter Size	Water		Wastewater
3/4"	\$27.00		\$26.00
1" — Residential	\$39.00		\$39.00
1" — Commercial	\$68.00		\$65.00
1.5"	\$135.00		\$130.00
2"	\$216.00		\$208.00
3"	\$405.00		\$390.00
4"	\$675.00		\$649.00
6"	\$1,350.00		\$1,298.00
8"	\$2,160.00		\$2,077.00
10"	\$3,105.00		\$2,990.00
3/4" – Senior	\$24.00		\$23.00
1" – Senior	\$35.00		\$36.00
1.5" – Senior	\$130.00		\$125.00
2" – Senior	\$209.00		\$201.00
3" – Senior	\$394.00		\$380.00
4" – Senior	\$658.00		\$634.00
6" – Senior	\$1,318.00		\$1,270.00
8" – Senior	\$2,110.00		\$2,034.00
10" - Senior	\$3,034.00		\$2,928.00
Fire Hydrant	\$399.00		
Holding Tank Line	\$399.00		
Volume Rate per 1,000 gallons			
All Customer Classes		Water	

2,001—5,000		\$3.29
5,001—10,000		\$4.69
10,001—15,000		\$6.33
15,001—25,000		\$8.55
Over 25,000 gallons		\$11.54
Residential and Multi-family		Wastewater
0—10,000		\$10.09
	(Residential wastewater capped at 10,000 gallons)	
Commercial and Industrial		Wastewater
No minimum		\$10.09
	Meter Deposits (Additional Deposits may be added to accounts cut-off for non-payment)	
All Residential Meters		\$90.00
Commercial 3/4"		\$150.00
1"		\$225.00
1.5"		\$500.00
2"		\$800.00
3"		\$1,700.00
4"		\$2,500.00
6"		\$5,000.00
8"		\$8,000.00
10"		\$11,500.00
12"		\$16,000.00
Fire Hydrant Meter		\$4,500.00
	Meter Fees	
3/4"		\$350.00
1"		\$480.00
1.5"		\$1,315.00
2"		\$2,985.00
3"		\$3,455.00
4"		\$5,060.00
6"		\$6,588.00
8"		\$8,912.00
10"		Market Price
12"		Market Price
	Cross Connection Fees	
3/4"		\$50.00

1"		\$75.00	
1.5"		\$150.00	
2"		\$275.00	
3"		\$575.00	
4"		\$850.00	
6"		\$1,500.00	
8"		\$2,500.00	
10"		\$3,750.00	
12"		\$5,250.00	
Impact Fees	Roanoke Water	Fort Worth Water *	Roanoke Wastewater
3/4" Single Family Residential - Simple	\$1,982.00	\$1,981.00	\$347.00
1" Single Family Residential - Simple	\$3,370.00	\$4,953.00	\$589.00
1.5" Single Family Residential - Simple	\$6,542.00	\$9,905.00	\$1,144.00
2" Single Family Residential - Simple	\$10,507.00	\$15,848.00	\$1,838.00
2" Commercial/Retail - Compound	\$10,507.00	\$15,848.00	\$1,838.00
2" Commercial/Retail - Turbine	\$13,282.00	\$15,848.00	\$2,323.00
3" Commercial/Retail/Multi Family -Compound	\$21,212.00	\$43,087.00	\$3,710.00
3" Commercial/Retail/Multi Family - Turbine	\$31,719.00	\$43,087.00	\$5,548.00
4" Commercial/Retail/Multi Family -Compound	\$33,107.00	\$74,288.00	\$5,790.00
4" Commercial/Retail/Multi-Family - Turbine	\$55,509.00	\$74,288.00	\$9,708.00
6" Industrial - Compound	\$66,016.00	\$158,480.00	\$11,546.00
6" Industrial - Turbine	\$121,525.00	\$158,480.00	\$21,254.00
8" Industrial - Compound	\$105,665.00	\$277,340.00	\$18,481.00
8" Industrial - Turbine	\$211,528.00	\$277,340.00	\$36,996.00
10" Industrial - Compound	\$303,911.00	\$416,010.00	\$53,153.00
10" Industrial - Turbine	\$330,476.00	\$416,010.00	\$57,779.00
12" Industrial - Turbine	\$436,141.00	Price Not Provided	\$76,280.00
	PRO-RATA Water Line Charges		
Walnut Street		\$12.95	
Parrish Lane		\$12.95	
Benson Lane		\$9.00	
Henrietta Creek Road		\$9.00	
	Other Utility Related Fees		

Late Utility Payment Fee		10% of outstanding balance (\$2.50 minimum)
Reconnect Fee for non-payment		\$25.00
Transfer Fee		\$25.00
Failure to return fire hydrant for reading monthly		\$550.00
Water Meter Re-read Charge (All Customers are allowed one re-read annually at no charge; a charge will be assessed for all others unless the meter has been misread.)		\$10.00
After Hours Service Fee (per trip)		\$25.00
Tampering Fee — Locked or Plugged meters (Plus Misdemeanor Charges will be filed for theft of service)		\$75.00
Curb Stop Repair		\$50.00
Negligent Damage to equipment (includes locks, meters and associated electronic equipment)		Replacement Cost
Excess bulk trash drop-off fee per vehicle		\$25.00
Excess bulk trash drop-off fee per trailer (one free per household per year)		\$50.00

ARTICLE 8.000. - PUBLIC WORKS RELATED FEES

Maintenance Worker	Hourly	\$40.00
Equipment Operator	Hourly	\$60.00
Supervisory Staff	Hourly	\$80.00
Small Lawn Equipment		\$30.00
36" Mower		\$40.00
48" Mower		\$50.00
60" Mower		\$75.00
144" Mower		\$150.00
Small Construction Equipment		\$50.00
Service Vehicle		\$100.00
1½ and 2 Ton Vehicles		\$150.00
Backhoe		\$200.00
Project Related Rentals		Actual Cost

ARTICLE 9.000. - FIRE AND PUBLIC SAFETY RELATED FEES

EMS Service Fees—Ambulance		
Resident	Basic Life Support	\$1,000.00
Non-resident	Basic Life Support	\$1,350.00

Resident	Advanced Life Support	\$1,200.00
Non-resident	Advanced Life Support	\$1,350.00
Specialty Care Transport		\$1,350.00
Mileage	Per mile	\$20.00
Oxygen	When Administered	\$125.00
Disposables	Basic Life Support	\$200.00
Disposables	Advanced Life Support	\$350.00
New Sprinkler Installation Permit Fees		
New Fire Sprinkler Plans Review Fee		\$100.00
Installation	1 to 10 sprinklers	\$100.00
Installation	11 to 20 sprinklers	\$175.00
Installation	21 to 100 sprinklers	\$250.00
Installation	More than 100	\$250.00
Installation	Plus \$50.00 for each 100 or fraction thereof in excess of 100	
If System includes Fire Pump		\$200.00
If System includes Foam		\$50.00
Each additional Floor		\$40.00
New Fire Alarm Installation Permit Fees		
New Fire Alarm Plans Review Fee		\$100.00
Installation	1 to 4 initiation devices	\$100.00
Installation	5 to 25 devices	\$175.00
Installation	More than 25 devices	\$250.00
Installation	Plus \$50.00 for each 100 or fraction thereof in excess of 25	
New Suppression Systems		
(CO 2 , Dry Chemical, FM 200, Intergen, Water Mist, etc.)		
Installation	1 to 5 nozzles	\$100.00
Installation	More than 5	\$175.00
Installation	Plus \$20.00 per nozzle in excess of 5	
Pre-fabricated hood/duct systems	Each hood	\$50.00
Permits		
*A one-time permit shall be obtained from the Bureau of Fire Prevention prior to engaging in the following activities, operations, practices or functions		
Aerosol Products		\$50.00
Automobile Wrecking Yard		\$250.00
Battery Systems (liquid)		\$50.00
Blasting Agents		\$200.00

Compressed gases			\$50.00
Dry Cleaning Plant			\$50.00
Dust-producing Operations			\$50.00
Flammable or combustible liquids			\$100.00
Fumigation or Thermal Insect Fogging			\$100.00
Hazardous Material Storage – Table UFC 105		Per unit	\$25.00
High Piled Combustible Storage			\$100.00
Liquefied Petroleum Gas Distribution			\$100.00
Motor Vehicle Fuel Station			\$50.00
Open Burning		Non-resident	\$100.00
Pyrotechnic Displays			\$100.00
Radioactive Materials			\$100.00
Spraying or Dipping Process			\$100.00
Temporary Structures, Tents and Canopies		Each	\$25.00
Tire Storage – Used Tires			\$25.00
Underground Storage Tank Removal		Per tank	\$25.00
All Inspections		Greater than 2	\$50.00
Accident Reports		Each	\$5.00
Accident Reports – Certified		Each	\$5.00
Golf Cart Registration Permit		Each	\$25.00

ARTICLE 10.000. - ANIMAL CONTROL RELATED FEES

Impoundment of Neutered Animals			
Impoundment (Daily fee plus additional per Offense as listed below)			\$10.00
1st Impoundment			\$30.00
2nd Impoundment			\$50.00
3rd Impoundment			\$75.00
4th Impoundment			\$150.00
5th Impoundment			\$150.00
Animal Removal from privately owned traps			\$30.00
Replacement Tag Fee	Per Animal		\$5.00
Microchip Implanting	Per Animal		\$25.00
Surrender Fee	Per Animal/Residents Only		\$30.00
Euthanization of Animal	Per Animal/Residents Only		\$30.00
Dead Animal Removal	Per Animal		\$30.00

Quarantine Fee	Per Animal	Per Day	\$25.00
Dangerous Dog Permit	Per Animal	Annually	\$50.00
Exotic Pet Fee, Non-Hazardous	Per Animal	Annually	\$20.00
— Kennel Fee	Per Animal		\$50.00

ARTICLE 11.000. - MUNICIPAL COURT FEES

The Municipal Court Judge for the City of Roanoke has the authority to set, increase, decrease, or waive Court Fees at his/her discretion and in accordance with the Laws of the State of Texas. The Municipal Court Clerk and/or his/her designated representative shall collect these specified fees at appropriate times and under the directions of the Municipal Court Judge. All applicable States Fees and/or Court Costs shall be added as set forth by the Laws of the State of Texas.

FRANCHISES

The City of Roanoke has granted franchises to the below listed corporations. Copies of the franchises granted are on file in the City Secretary's office and may be inspected during normal business hours. The franchises are adopted herein by reference as if fully set out herein.

Franchise	Ord. No.	Date
Planned Cable System Corporation	82-105	—
Southwestern Bell Telephone Company	92-101	1/7/91
Texas Utilities Electric Company	93-105	7/6/93
Southwestern Bell Telephone Company	97-101	4/4/97
Denton County Electric Cooperative, Inc.	97-125	—
Cable Television	98-151	8/25/98
Millennium Telecom L.L.C. (Telephone)	98-156	11/10/98
Tri-County Electric Cooperative, Inc.	98-158	12/8/98
Charter Communications (Cable)	99-117	—
Tri-County Electric Cooperative, Inc.	2000-100	1/11/00
TXU Gas Distribution (TXU Gas Company)	2000-109	6/13/00
Oncor Electric Company	2002-122	11/12/02
TXU Gas Company	2002-123	11/12/02
Oncor Electric Delivery Company LLC	2013-113	8/27/13

EXHIBIT A
APPENDIX A - FEE SCHEDULE

ARTICLE 1.000. - ADMINISTRATIVE FEES

Copies	Personal documents	\$0.25
Copies	Public information request	State Fee Schedule
Fax Charge	to Send	\$1.00
Fax Charge	Per each page Sent or Received	\$0.10
Return Check Fee (NSF)		\$30.00
Credit Card Processing Fee		5% of total payment
Utility Billing Mailing List		\$30.00
Labels for Mailing		\$40.00
Maps		Cost
Library Non-resident Fee	Per person	\$25.00
Family Non-Resident maximum fee	Per Household	\$50.00
3D Printing Fees	Per Gram	\$0.10
Lost Library Card		\$1.00
Lost Item Fee	Replacement Cost + \$5.00 reprocessing fee	
Library Non-resident Exam Fee	Per Exam	\$25.00
<u>Community Room Rental Fees</u>		
<u>Deposit –for all rentals-refunded if no damage</u>		<u>\$50.00</u>
<u>Roanoke Residents:</u>		
<u>Half-day rental</u>		<u>\$25.00</u>
<u>Full-day rental</u>		<u>\$50.00</u>
<u>Non-Residents:</u>		
<u>Half-day rental</u>		<u>\$30.00</u>
<u>Full-day rental</u>		<u>\$60.00</u>

Printed Ordinances	
Sewer Use Ordinance	\$7.00
Standard Construction Specifications	\$27.50
Subdivision Ordinance	\$27.50
Zoning Ordinance	\$30.00
Subdivision & Zoning	\$55.00
Combined Book (Zoning, Subdivision, Const. Specs)	\$85.00

ARTICLE 2.000. - RECREATION MEMBERSHIPS AND RELATED FEES

Community Swimming Pool Fees		
Resident	42" and under	Free
Resident	Over 42"	\$2.00
Non-Resident	42" and under	Free
Non-Resident	Over 42"	\$6.00
Daycare (all people)		\$3.00
Guest of Resident (resident must be present)		\$3.00
Resident Individual Season		\$30.00
Resident Family Season		\$100.00
Non-Resident Individual Season		\$60.00
Non-Resident Family Season		\$200.00
Pool Entrance Fees with annual Recreation Center membership:		
Resident Individual Season		\$25.00
Resident Family Season		\$75.00
Non-Resident Individual Season		\$50.00
Non-Resident Family Season		\$150.00
Swim Lessons:		
Resident		\$55.00
Non-Resident		\$70.00
Discount for each additional child		\$5.00
Baseball and Softball Fields		
Field	Per hour	\$15.00
Field and Lights	Per hour	\$25.00
Recreation Center		
*Monthly payment option is payable by bank draft only.		
Resident		
Single	Annually	\$324.00
Single	Monthly	\$30.00
Household	Annually	\$378.00
Household	Monthly	\$35.00
Senior—65 or older		Free
Active Military/Veteran	Annually	\$216.00
Active Military/Veteran	Monthly	\$20.00
Active Military/Veteran Family	Annually	\$270.00
Active Military/Veteran Family	Monthly	\$25.00

City Employee			Free
City Employee—Family		Annually	\$216.00
City Board Members and Family			Free
<u>Court Rental Fee</u>		<u>Hourly</u>	<u>\$50</u>
		<u>Deposit</u>	<u>\$250</u>
<u>Classroom Rental Fee</u>	<u>One room</u>	<u>Hourly</u>	<u>\$50</u>
	<u>Two rooms</u>	<u>Hourly</u>	
	<u>Half room</u>	<u>Hourly</u>	<u>\$25</u>
		<u>Deposit</u>	<u>\$250</u>
<u>Game Room Rental Fee</u>		<u>Hourly</u>	<u>\$50</u>
		<u>Deposit</u>	<u>\$250</u>
<u>Gymnasium Rental Fee</u>		<u>Hourly</u>	<u>\$100</u>
		<u>Deposit</u>	<u>\$500</u>
<u>Entire Building Rental Fee</u>		<u>Hourly</u>	<u>\$500</u>
		<u>Deposit</u>	<u>\$1,000</u>
Business			
Single		Annually	\$432.00
Single		Monthly	\$40.00
Household		Annually	\$507.00
Household		Monthly	\$47.00
Senior—65 or older/Active Military/Veteran		Annually	\$324.00
Senior—65 or older/Active Military/Veteran		Monthly	\$30.00
Senior/Active Military/Veteran Family		Annually	\$378.00
Senior/Active Military/Veteran Family		Monthly	\$35.00
Non-Resident			
Single		Annually	\$540.00
Single		Monthly	\$50.00
Household		Annually	\$648.00
Household		Monthly	\$60.00
Senior—65 or older/Active Military/Veteran		Annually	\$432.00
Senior—65 or older/Active Military/Veteran		Monthly	\$40.00
Senior/Active Military/Veteran Family		Annually	\$486.00
Senior/Active Military/Veteran Family		Monthly	\$45.00
Aerobic Classes	Free with Paid Membership		Free
Childcare	Maximum 2 hours	Hourly	\$1.00
Court Rental Fee	(One court only)	Hourly	\$40.00 <u>100</u>

		<u>Deposit</u>	<u>\$250</u>
<u>Classroom Rental Fee</u>	One room	Hourly	\$30.00
	Two rooms	Hourly	\$50.00
	<u>Half room</u>	<u>Hourly</u>	<u>\$35</u>
		<u>Deposit</u>	<u>\$250</u>
<u>Game Room Rental Fee</u>		<u>Hourly</u>	<u>\$60</u>
		<u>Deposit</u>	<u>\$250</u>
<u>Gymnasium Rental Fee</u>		<u>Hourly</u>	<u>\$150</u>
		<u>Deposit</u>	<u>\$500</u>
<u>Entire Building Rental Fee</u>		<u>Hourly</u>	<u>\$750</u>
		<u>Deposit</u>	<u>\$1,000</u>
Daily Admission Fee for Building		Daily	\$10.00
Class Fees			
\$2.00 discount per class for residents			
League Fees			
<u>— Resident</u>			<u>\$90.00</u>
<u>— Non-resident</u>			<u>\$105.00</u>
<u>— \$5.00 discount for additional family member living in same household</u> League fees are assessed based on the market cost to the City for providing the service. Please contact the Parks and Recreation Department for further information.			

<u>Party Fees</u>		
<u>Birthday Party – Sports Party</u>		<u>\$175 for 10 children, \$10 per additional child</u>
<u>Birthday Party – Game Room Party</u>		<u>\$100 for 10 children, \$7 per additional child</u>
<u>Host-Your-Own-Party, ½ Room (25 person max attendance)</u>	<u>Resident, Hourly</u>	<u>\$25</u>
	<u>Non-Resident, Hourly</u>	<u>\$35</u>
	<u>Deposit</u>	<u>\$250</u>
<u>Host-Your-Own-Party, Full Room (40 person max attendance)</u>	<u>Resident, Hourly</u>	<u>\$50</u>
	<u>Non-Resident, Hourly</u>	<u>\$60</u>
	<u>Deposit</u>	<u>\$250</u>

ARTICLE 3.000. - BUSINESS RELATED FEES

Initial and Annual Business Registration Fee		\$25.00
Commercial Certificate of Occupancy Application		\$100.00

Alcohol Permit Fees	Permit fees shall be ½ of the state permit fee	Annually	
Sexually Oriented Business	Annual	\$500.00	
Agent (each)		\$50.00	
Carnival Buildings		\$200.00	
Food and Health Service Permits and Fees:			
Permanent Food Establishment Permit	Annual	\$400.00	
Mobile Food Vendor	Hot and Cold truck	Annual	\$200.00
Seasonal Vendor	Farmers Market	Annual	\$200.00
Temporary Event	Hot and Cold	Per Event	\$100.00
Health Complaint Investigation	For failing scores, non-compliance, or complaint investigation	Per re-inspection	No fee\$150.00
Health Plan Review	New Business		\$150.00
Health Final and CO Inspection	New Business		\$150.00
Public Swimming Pool	Per Body of Water	Annual	\$200.00
Re-inspections	For follow up inspections, failing scores or non-compliance, no fee for first re-inspection	Per re-inspection	\$150.00
Vendor Temporary Permit:			\$100.00
Land Owner	If on land owner property need plot plan		\$25.00
Portable Sign Permit	New business/owner	30 days	\$25.00
Banner Sign Permit	New business/owner	30 days	\$25.00
Tent Permit		30 days	\$30.00
Solicitors Permit fee for firm, corporation or organization (Single person)		Annual	\$35.00
Solicitors Permit for each additional employee or volunteer		Annual	\$15.00

ARTICLE 4.000. - BUILDING AND CONSTRUCTION FEES

Commercial Building Permit Fees	Valuation
\$50.00 minimum fee	\$1.00 to \$500.00
\$50.00 for the first \$500 plus \$6.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$501.00 to \$2,000.00
\$150.00 for the first \$2,000 plus \$30.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$2,001.00 to \$25,000.00
\$840.00 for the first \$25,000 plus \$21.60 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$25,001.00 to \$50,000.00
\$1,380.00 for the first \$50,000 plus \$15.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$50,001.00 to \$100,000.00
\$2,130.00 for the first \$100,000 plus \$12.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$100,001.00 to \$500,000.00

\$6,930.00 for the first \$500,000 plus \$10.20 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00		\$500,001.00 to \$1,000,000.00	
\$12,030.00 for the first \$1,000,000 plus \$6.60 for each additional \$1,000.00, or fraction thereof		\$1,000,001.00 and up	
Permit Re-Inspection Fee	Per instance	\$100.00	
Special Use Permits	Per application	\$200.00	
Certificate of Occupancy		\$100.00	
Change in Occupancy		\$100.00	
Temporary Certificate of Occupancy	Per 30 Days	\$250.00	
Electrical, Plumbing, or Mechanical Permit		\$75.00	
Building Permit Fees for Residential Dwellings Combination permit fees (building, electrical, plumbing, and mechanical). The general contractor shall obtain a combination permit for all construction requiring inspection by more than one trade inspector. Subcontractors are not required to obtain separate permits when serving as the registered subcontractor for a combination permit. Each subcontractor working under a general contractor’s combination permit shall notify the inspections department and submit all required information prior to any inspection.			
	New Construction	Additions	Alterations
<u>R3 Residential Dwellings</u> (Detached one and two family dwellings, townhomes not more than 3-stories in height with a separate means of egress)	\$.80 / Square Foot Total Area Under Roof	\$ 1.10 / Square Foot Total Area of Addition	\$ 1.10 / Square Foot of Alteration Area
<u>R2 Residential Dwellings</u> (Apartments, condominiums, three and four family dwellings, etc.)	\$.60 / Square Foot Total Area Under Roof	\$ 1.10 / Square Foot Total Area of Addition	\$ 1.10 / Square Foot of Alteration Area
<u>Simple Alteration Permits</u> Projects in which square footage does not apply as determined by the Building Official. (Window replacement, foundation repair	Flat fee \$150.00		
<u>Residential Plan Review</u> 45% of residential building fee in addition to building permit fee			
Accessory Buildings			
Residential—Temporary	Less than 120 sq. ft.	\$15.00	
Residential—Permanent	Greater than 120 sq. ft.	\$100.00	
Fence Permits			
Wood, chain link, metal vinyl	Per lot or tract	\$15.00	
Over 6'	Per lot or tract	\$50.00	
Masonry, Wrought Iron	Per lot or tract	\$50.00	
Masonry screening wall-Commercial		Valuation	

Retaining walls - Commercial		Valuation
Fence repair/replacement—Natural disaster or fire		No fee
Other Permits		
Residential Swimming Pool Permit		\$300.00
Residential Hot Tubs, or Fountains		\$200.00
Residential Solar Panels		\$50.00
Patio Cover, Arbor, Pergola		\$50.00
Residential Reroofing		\$50.00
Driveway/Flatwork	Residential/private property	\$15.00
Mobile Home Permit	Per Lot	\$200.00
Demolition Permit		\$100.00
Commercial Signs		Valuation
Residential Irrigation Permit		\$50.00
Commercial Irrigation Fees	Underground vault	\$75.00
Commercial Irrigation Fees	1—250 sprinkler heads	\$30.00
Commercial Irrigation Fees	251—1,000 sprinkler heads	\$65.00
Trench Excavation Permit Fees	250 Linear feet or less	\$50.00 + .05 per line
Trench Excavation Permit Fees	215 to 1,000 Linear feet	\$100.00 + .05 per line
Trench Excavation Permit Fees	1,001 Linear feet or longer	\$250.00 + .05 per line
Plan Review Fee	2% of Public Improvement Value	
Design Review and Inspection Fee	6% of Public Improvement Value plus \$250.00 re-review fee (after the first two submittals)	
Rental Property Registration Fee	One-Family and Two-Family –Annual Application	\$50.00

ARTICLE 5.000. - DEVELOPMENT & ZONING RELATED FEES

Variance Request	Per request	\$200.00
Special Exception Application	Per request	\$200.00
Site Plan Application Fee		\$400.00
Grading Excavation and Fill Permit		\$75.00
Revised Grading Plan	Per platted development	\$100.00
Change to approved plans	Min. 1 hr.	\$100.00
Preliminary Plat		\$300.00 + \$10.00 per acre
Final Plat		\$300.00 + \$10.00 per acre
Re-platting		\$250.00
Amending/Minor Plat		\$250.00
Planned Development Zoning		\$300.00

Zoning Change		\$250.00 + \$10.00 per acre
Zoning Board Appeal		\$100.00
Parkland Dedication Requirements		Ch. 9, Sec. 9.201(d)(1)
Tree Removal Permit	Per protected tree – Not to exceed \$2,000.00 per application	\$100.00

ARTICLE 6.000. – SPECIAL EVENT AND FACILITY RENTAL FEES

Special Events - Event Permit Fees and Deposit Fees (Applicable to private, commercial, educational and non-profit entities)				
<i>Event Size</i>	<i>Event Organizer Permit Fee</i>	<i>Permit Deposit</i>	<i>Minimum Notification & Request Days Prior to Event</i>	<i>Due Date for Permits, Insurance & Indemnification (working days before event)</i>
Under 100 persons	\$30.00	\$250.00	90 days	30 days
100-499 persons	\$60.00	\$500.00	120 days	30 days
500-999 persons	\$120.00	\$1,000.00	180 days	60 days
1,000-2999 persons	\$180.00	\$1,500.00	270 days	60 days
3000-4999 persons	\$250.00	\$2000.00	360 days	90 days
5000+ persons	\$500.00	\$2500.00	360 days	90 days
Special Events – Individual Permits (if applicable)				
— Landowners Permit	\$25.00	If event takes place on private property not belonging to event organizer or the City of Roanoke.		
— Vendor Fee — Private Event	\$0.00	Required that Event Organizer submit a Special Event Permit. Vendor fees non-applicable.		
— Vendor Fee — Commercial Event	\$0.00	Required that Event Organizer submit a Special Event Permit. Vendor fees non-applicable.		
— Vendor Fee — City Event — Non-Food Vendor	\$200.00	Tent, table, chairs included		
Vendor Fee – City Event	\$300.00	Tent, table, chairs included		

Food / Beverage Vendor		Includes Health Inspection
Food Vendor – Health Inspection	\$100.00	See Article 3.000 Business Related Fees
Street Closing Fee— (City delivers and retrieves barricades)	\$100.00 for first block, \$50.00 per block thereafter	Required if event will hinder, block or obstruct traffic flow, sidewalks, intersections or alleys.
Police Traffic Detail & Escort	\$50.00 hr. per officer w/ 3 hour minimum	Required if event needs police to direct traffic, lead/escort attendees.
Emergency Medical Personnel (EMS)	\$50.00 hr. per EMS w/ 3 hour minimum	100 – 3000 ppl = 3 EMS, 1 cart 3000+ ppl = 7 EMS, 1 cart
—Tent, Canopy or Membrane	\$30.00	Required if tents, canopies or membranes exceed 200 square feet
Application for Filming within City	\$25.00	

Special Events – Facility Rental Fees							
Facility	Max Attendance	Hourly Residents Rate	<u>Hourly Non- Residents Rate</u>	Special permit fee	Deposit	Minimum Resident Fees	Minimum Non- Resident Fees
Austin Street Plaza (Noon- 4PM)	250	\$50 hr. w/ 3 hr. min (\$150)	\$100 hr. w/ 3 hr. min (\$300)	\$60	\$500	\$210	\$252 <u>\$360</u>
<u>Austin Street Plaza (5PM- 9PM)</u>	<u>250</u>	<u>\$50 hr. w/ 3 hr. min (\$150)</u>	<u>\$100 hr. w/ 3 hr. min (\$300)</u>	<u>\$60</u>	<u>\$500</u>	<u>\$210</u>	<u>\$360</u>
Cannon Park Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30 hr. w/3 hr. min (\$90)	\$30	\$250	\$90	\$108 <u>\$120</u>
Cannon Park -Full Park	500+	\$100 hr. w/ 3 hr. min (\$300)		\$120	\$1000	\$420	\$504
City Hall Community Room	25	\$25 ½ day (4 hours or less) \$50 Full day (7 hours or less)		\$0	\$50	\$25	\$30
City Hall Plaza	250	\$50 hr. w/ 3 hr. min (\$150)		\$60	\$500	\$210	\$252
Fairplay Park	50	\$20 hr.		\$30	\$250	\$90	\$108

Pavilion		w/ 3 hr. min (\$60)					
Fairplay Park – Full Park	500+	\$100-300 hr. w/ 3 hr. min (\$300\$900)	\$500 hr. w/ 3hr. min (\$1,500)	\$120	\$1,000	\$1,020 <u>\$420</u>	\$504 <u>\$1,620</u>
Fairplay Park - Pool	150	\$100-300 hr. w/ 2 hr. min (\$200\$600)	\$500 hr. w/ 2hr. min (\$1,000)	\$50	\$500	\$250 <u>\$650</u>	\$450 <u>\$1,050</u>
Library Conference - Small	10+	\$10 hr. w/ no min		\$0	\$250	\$10	\$12
Library Conference - Large	100	\$75 hr. w/ 3 hr. min (\$225)		\$30	\$500	\$255	\$305
Roanoke Community Center	150	\$150 <u>\$200.00</u> ½ day rental (AM or PM) \$300.00 <u>\$400.00</u> full day rental	\$300.00 ½ day rental (AM or PM) <u>\$600 full day rental</u>	\$0	\$500	\$150 <u>\$200</u>	\$250 <u>\$300.00</u>
Recreation Center—Small	25	\$30 hr. w/ no min		\$0	\$250	\$30	\$36
Recreation Center—Large	50	\$50 hr. w/ no min		\$0	\$500	\$50	\$60
Recreation Center—Full	200	\$250 w/ 3 hr. min (\$750)		\$60	\$1000	\$810	\$912
Community Park - Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30 hr. w/3 hr. min (\$90)	\$30	\$250	\$90	\$108 <u>\$120</u>
Community Park/Pond	500+	\$200 hr. w/ 3 hr. min (\$600)		\$120	\$1000	\$720	\$864
Ballfield without Lights		\$25 hr. (2 hr. max)	\$35 hr. (2 hr. max)			\$25	\$35
Ballfield w/ Lights		\$35 hr. (2 hr. max)	\$45 hr. (2 hr. max)			\$35	\$45
Ballfield Tournament		\$35 hr.	\$45 hr.		\$200	\$35	\$45

1) ~~Additional rental hours over minimum to be charged at 50% of base rate.~~

2) ~~Non-profits may be offered a discounted resident rate with proof of 501c3 status.~~

3) ~~Non-residents will be charged additional fees of at least 20% over the resident rate.~~

4) ~~City of Roanoke Employee rental rate to be charged at 25% of base rate with permit fee waived. Employee extended family rentals aligns to same as City Bereavement extended family policy.~~

ARTICLE 7.000. - UTILITIES RELATED FEES

Water and Wastewater Rates			
Minimum Charge Based on Meter Size	Water		Wastewater
3/4"	\$27.00		\$20.50 <u>\$26.00</u>
1" — Residential	\$39.00		\$31.00 <u>\$39.00</u>
1" — Commercial	\$68.00		\$51.00 <u>\$65.00</u>

1.5"	\$135.00		\$102.50 <u>130.00</u>
2"	\$216.00		\$164.00 <u>208.00</u>
3"	\$405.00		\$307.25 <u>390.00</u>
4"	\$675.00		\$512.00 <u>649.00</u>
6"	\$1,350.00		\$1,023.75 <u>298.00</u>
8"	\$2,160.00		\$1,638.00 <u>2,077.00</u>
10"	\$3,105.00		\$2,357.50 <u>2,990.00</u>
<u>3/4" – Senior</u>	<u>\$24.00</u>		<u>\$23.00</u>
<u>1" – Senior</u>	<u>\$35.00</u>		<u>\$36.00</u>
<u>1.5" – Senior</u>	<u>\$130.00</u>		<u>\$125.00</u>
<u>2" – Senior</u>	<u>\$209.00</u>		<u>\$201.00</u>
<u>3" – Senior</u>	<u>\$394.00</u>		<u>\$380.00</u>
<u>4" – Senior</u>	<u>\$658.00</u>		<u>\$634.00</u>
<u>6" – Senior</u>	<u>\$1,318.00</u>		<u>\$1,270.00</u>
<u>8" – Senior</u>	<u>\$2,110.00</u>		<u>\$2,034.00</u>
<u>10" – Senior</u>	<u>\$3,034.00</u>		<u>\$2,928.00</u>
<u>Fire Hydrant</u>	<u>\$399.00</u>		
<u>Holding Tank Line</u>	<u>\$399.00</u>		
Roanoke residents age 65 or older will receive a \$2.00 discount on both water and wastewater minimum charges for all meter sizes listed above.			

	Volume Rate per 1,000 gallons	
All Customer Classes		Water
2,001—5,000		\$3.29
5,001—10,000		\$4.69
10,001—15,000		\$6.33
15,001—25,000		\$8.55
Over 25,000 gallons		\$11.54
Residential and Multi-family		Wastewater
0—10,000		\$7.99 <u>10.09</u>
	(Residential wastewater capped at 10,000 gallons)	
Commercial and Industrial		Wastewater
No minimum		\$7.99 <u>10.09</u>
Meter Deposits (Additional Deposits may be added to accounts cut-off for non-payment)		

All Residential Meters		\$90.00	
Commercial 3/4"		\$150.00	
1"		\$225.00	
1.5"		\$500.00	
2"		\$800.00	
3"		\$1,700.00	
4"		\$2,500.00	
6"		\$5,000.00	
8"		\$8,000.00	
10"		\$11,500.00	
12"		\$16,000.00	
Fire Hydrant Meter		\$4,500.00	
	Meter Fees		
3/4"		\$350.00	
1"		\$480.00	
1.5"		\$1,315.00	
2"		\$2,985.00	
3"		\$3,455.00	
4"		\$5,060.00	
6"		\$6,588.00	
8"		\$8,912.00	
10"		Market Price	
12"		Market Price	
	Cross Connection Fees		
3/4"		\$50.00	
1"		\$75.00	
1.5"		\$150.00	
2"		\$275.00	
3"		\$575.00	
4"		\$850.00	
6"		\$1,500.00	
8"		\$2,500.00	
10"		\$3,750.00	
12"		\$5,250.00	
Impact Fees	Roanoke Water	Fort Worth Water *	Roanoke Wastewater
3/4" Single Family Residential - Simple	\$1,982.00	\$1,981.00	\$347.00

1" Single Family Residential - Simple	\$3,370.00	\$4,953.00	\$589.00
1.5" Single Family Residential - Simple	\$6,542.00	\$9,905.00	\$1,144.00
2" Single Family Residential - Simple	\$10,507.00	\$15,848.00	\$1,838.00
2" Commercial/Retail - Compound	\$10,507.00	\$15,848.00	\$1,838.00
2" Commercial/Retail - Turbine	\$13,282.00	\$15,848.00	\$2,323.00
3" Commercial/Retail/Multi Family -Compound	\$21,212.00	\$43,087.00	\$3,710.00
3" Commercial/Retail/Multi Family - Turbine	\$31,719.00	\$43,087.00	\$5,548.00
4" Commercial/Retail/Multi Family -Compound	\$33,107.00	\$74,288.00	\$5,790.00
4" Commercial/Retail/Multi-Family - Turbine	\$55,509.00	\$74,288.00	\$9,708.00
6" Industrial - Compound	\$66,016.00	\$158,480.00	\$11,546.00
6" Industrial - Turbine	\$121,525.00	\$158,480.00	\$21,254.00
8" Industrial - Compound	\$105,665.00	\$277,340.00	\$18,481.00
8" Industrial - Turbine	\$211,528.00	\$277,340.00	\$36,996.00
10" Industrial - Compound	\$303,911.00	\$416,010.00	\$53,153.00
10" Industrial - Turbine	\$330,476.00	\$416,010.00	\$57,779.00
12" Industrial - Turbine	\$436,141.00	Price Not Provided	\$76,280.00
	PRO-RATA Water Line Charges		
Walnut Street		\$12.95	
Parrish Lane		\$12.95	
Benson Lane		\$9.00	
Henrietta Creek Road		\$9.00	
	Other Utility Related Fees		
Late Utility Payment Fee		10% of outstanding balance (\$2.50 minimum)	
Reconnect Fee for non-payment		\$25.00	
Transfer Fee		\$25.00	
Failure to return fire hydrant for reading monthly		\$550.00	
Water Meter Re-read Charge (All Customers are allowed one re-read annually at no charge; a charge will be assessed for all others unless the meter has been misread.)		\$10.00	
After Hours Service Fee (per trip)		\$25.00	
Tampering Fee — Locked or Plugged meters (Plus Misdemeanor Charges will be filed for theft of service)		\$75.00	
Curb Stop Repair		\$50.00	

Negligent Damage to equipment (includes locks, meters and associated electronic equipment)		Replacement Cost
Excess bulk trash drop-off fee per vehicle		\$25.00
Excess bulk trash drop-off fee per trailer (one free per household per year)		\$50.00

ARTICLE 8.000. - PUBLIC WORKS RELATED FEES

Maintenance Worker	Hourly	\$40.00
Equipment Operator	Hourly	\$60.00
Supervisory Staff	Hourly	\$80.00
Small Lawn Equipment		\$30.00
36" Mower		\$40.00
48" Mower		\$50.00
60" Mower		\$75.00
144" Mower		\$150.00
Small Construction Equipment		\$50.00
Service Vehicle		\$100.00
1½ and 2 Ton Vehicles		\$150.00
Backhoe		\$200.00
Project Related Rentals		Actual Cost

ARTICLE 9.000. - FIRE AND PUBLIC SAFETY RELATED FEES

EMS Service Fees—Ambulance		
Resident	Basic Life Support	\$1,000.00
Non-resident	Basic Life Support	\$1,350.00
Resident	Advanced Life Support	\$1,200.00
Non-resident	Advanced Life Support	\$1,350.00
Specialty Care Transport		\$1,350.00
Mileage	Per mile	\$20.00
Oxygen	When Administered	\$125.00
Disposables	Basic Life Support	\$200.00
Disposables	Advanced Life Support	\$350.00
New Sprinkler Installation Permit Fees		
New Fire Sprinkler Plans Review Fee		\$100.00
Installation	1 to 10 sprinklers	\$100.00
Installation	11 to 20 sprinklers	\$175.00
Installation	21 to 100 sprinklers	\$250.00

Installation	More than 100	\$250.00
Installation	Plus \$50.00 for each 100 or fraction thereof in excess of 100	
If System includes Fire Pump		\$200.00
If System includes Foam		\$50.00
Each additional Floor		\$40.00
New Fire Alarm Installation Permit Fees		
New Fire Alarm Plans Review Fee		\$100.00
Installation	1 to 4 initiation devices	\$100.00
Installation	5 to 25 devices	\$175.00
Installation	More than 25 devices	\$250.00
Installation	Plus \$50.00 for each 100 or fraction thereof in excess of 25	
New Suppression Systems		
(CO ₂ , Dry Chemical, FM 200, Intergen, Water Mist, etc.)		
Installation	1 to 5 nozzles	\$100.00
Installation	More than 5	\$175.00
Installation	Plus \$20.00 per nozzle in excess of 5	
Pre-fabricated hood/duct systems	Each hood	\$50.00
Permits		
*A one-time permit shall be obtained from the Bureau of Fire Prevention prior to engaging in the following activities, operations, practices or functions		
Aerosol Products		\$50.00
Automobile Wrecking Yard		\$250.00
Battery Systems (liquid)		\$50.00
Blasting Agents		\$200.00
Compressed gases		\$50.00
Dry Cleaning Plant		\$50.00
Dust-producing Operations		\$50.00
Flammable or combustible liquids		\$100.00
Fumigation or Thermal Insect Fogging		\$100.00
Hazardous Material Storage – Table UFC 105	Per unit	\$25.00
High Piled Combustible Storage		\$100.00
Liquefied Petroleum Gas Distribution		\$100.00
Motor Vehicle Fuel Station		\$50.00
Open Burning	Non-resident	\$100.00
Pyrotechnic Displays		\$100.00
Radioactive Materials		\$100.00

Spraying or Dipping Process			\$100.00
Temporary Structures, Tents and Canopies		Each	\$25.00
Tire Storage – Used Tires			\$25.00
Underground Storage Tank Removal		Per tank	\$25.00
All Inspections		Greater than 2	\$50.00
—Accident Reports		Each	\$5.00
—Accident Reports—Certified		Each	\$5.00
Golf Cart Registration Permit		Each	\$25.00

ARTICLE 10.000. - ANIMAL CONTROL RELATED FEES

Impoundment of Neutered Animals			
Impoundment (Daily fee plus additional per Offense as listed below)			\$10.00
1st Impoundment			\$30.00
2nd Impoundment			\$50.00
3rd Impoundment			\$75.00
4th Impoundment			\$150.00
5th Impoundment			\$150.00
Animal Removal from privately owned traps			\$30.00
Replacement Tag Fee	Per Animal		\$5.00
Microchip Implanting	Per Animal		\$25.00
Surrender Fee	Per Animal/Residents Only		\$30.00
Euthanization of Animal	Per Animal/Residents Only		\$30.00
Dead Animal Removal	Per Animal		\$30.00
Quarantine Fee	Per Animal	Per Day	\$25.00
Dangerous Dog Permit	Per Animal	Annually	\$50.00
Exotic Pet Fee, Non-Hazardous	Per Animal	Annually	\$20.00
—Kennel Fee	Per Animal		\$50.00

ARTICLE 11.000. - MUNICIPAL COURT FEES

The Municipal Court Judge for the City of Roanoke has the authority to set, increase, decrease, or waive Court Fees at his/her discretion and in accordance with the Laws of the State of Texas. The Municipal Court Clerk and/or his/her designated representative shall collect these specified fees at appropriate times and under the directions of the Municipal Court Judge. All applicable States Fees and/or Court Costs shall be added as set forth by the Laws of the State of Texas.

FRANCHISES

The City of Roanoke has granted franchises to the below listed corporations. Copies of the franchises granted are on file in the City Secretary's office and may be inspected during normal business hours. The franchises are adopted herein by reference as if fully set out herein.

Franchise	Ord. No.	Date
Planned Cable System Corporation	82-105	—
Southwestern Bell Telephone Company	92-101	1/7/91
Texas Utilities Electric Company	93-105	7/6/93
Southwestern Bell Telephone Company	97-101	4/4/97
Denton County Electric Cooperative, Inc.	97-125	—
Cable Television	98-151	8/25/98
Millennium Telecom L.L.C. (Telephone)	98-156	11/10/98
Tri-County Electric Cooperative, Inc.	98-158	12/8/98
Charter Communications (Cable)	99-117	—
Tri-County Electric Cooperative, Inc.	2000-100	1/11/00
TXU Gas Distribution (TXU Gas Company)	2000-109	6/13/00
Oncor Electric Company	2002-122	11/12/02
TXU Gas Company	2002-123	11/12/02
Oncor Electric Delivery Company LLC	2013-113	8/27/13

ORDINANCE No. 2024-119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING APPENDIX A – FEE SCHEDULE, OF THE CODE OF ORDINANCES, PROVIDING A SAVINGS CLAUSE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, it is the intent of the City Council to set fees for services provided by the various city departments; and

WHEREAS, the City Council of the City of Roanoke, Texas adopted a Fee Schedule, Appendix A of the Code of Ordinances on June 10, 2003, with the approval of Ordinance No. 2003-108; and

WHEREAS, the City Council has adopted multiple amendments to specific sections of the fee ordinance over the years with the approval of various Ordinances; and

WHEREAS, the City Council desires to repeal Appendix A, Fee Schedule, in its entirety and replace it with the Fee Schedule attached hereto as Exhibit A.

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 Appendix A – Fee Schedule of the Code of Ordinances, City of Roanoke, Texas, is hereby repealed in its entirety, and is replaced with a new Appendix A – Fee Schedule of the Code of Ordinances of the City of Roanoke, Texas, which is attached hereto as ***Exhibit A***, and incorporated herein for all purposes.

Section 3. SAVINGS CLAUSE

All rights and remedies of the City of Roanoke, Texas are expressly saved as to any and all violations of the provisions of the Ordinance or any other ordinance which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 4. CUMULATIVE CLAUSE

This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Roanoke, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 5. 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 6. REPEALER CLAUSE

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

Section 7. 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 10th day of December, 2024.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: AHTC - Bylaw Amendment Creating Staggered Terms

MEETING DATE: December 10, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval to amend the Art and History Trail Committee Bylaws, creating staggered terms for committee members.

INFORMATION:

The Roanoke City Council created the Art and History Trail Committee (AHTC) on August 23, 2022 (Resolution No. 2022-114R). The original creation of the committee, set the member's terms for three (3) years, which were not staggered. All terms are currently due to expire in September 2025.

At the November 20, 2024, Art and History Trail Committee meeting, members voted to amend the AHTC Bylaws, creating staggered terms for the purpose of continuity.

STAFF RECOMMENDATION:

Approve the amendment of the Art and History Trail Committee Bylaws, creating staggered terms.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Bylaws - Art History Trail Committee - jlm rev redline - 102524 (1)
2. Bylaws - Art History Trail Committee - jlm rev clean - 102524 (2)
3. RES NO 2022-114R - Appointing Board of Directors - Public Art Committee

AMENDED
BYLAWS OF THE
ART & HISTORY TRAIL COMMITTEE

ARTICLE I PURPOSE AND
MEMBERS

SECTION 1. NUMBER OF TERMS OF OFFICE

- A. The Art & History Trail Committee (the “Committee”) shall consist of seven (7) members, each of whom shall be appointed by the City Council. A majority of the committee must be residents of the City of Roanoke, Texas (the “City”).
- B. The members of the Committee shall serve terms of staggered three (3) years. Two (2) members shall serve an initial one (1) year term. Two (2) members shall serve an initial two (2) year term. And, three (3) members shall serve an initial three (3) year term. Thereafter, each successive member of the Committee shall be appointed and serve for three (3) years or until a successor is appointed as hereinafter provided. All affected terms begin and expire in August of the applicable year. Not more than three (3) City council members may serve on the Committee at any one time.
- C. Any member may be removed from office by the City Council at will. A vacancy of any member’s position, which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the City Council.
- D. Board members are considered City officers for the purposes of the Texas Open Meetings Act, chapter 551 of the Texas Government Code, as amended

SECTION 2. VACANCIES AND RESIGNATIONS

A vacancy in any position of the Committee, which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the City Council. A vacancy in the office of Chairman or Vice Chairman which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by election by the Committee from the remaining members, for the unexpired portion of the term of that office.

Any member may resign at any time. Such resignation shall be made in writing, addressed to the Chairman or Vice Chairman, and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Chairman or Vice Chairman.

SECTION 3. MEETINGS OF MEMBERS

For meetings of the Committee, notice thereof shall be provided and set forth in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Any member of the Art & History Trail Committee may have an item placed on the agenda by delivering the same in writing to the City Staff liaison or City Secretary no less than five (5) calendar days prior to the date of the next meeting. Each agenda of the Committee meeting shall contain an item, titled “Public Input,” to allow public comment to be made by the general public concerning matters related to Art & History Trail. However, no official or formal action or vote may be taken on any comment made by citizens during Public Input.

The Committee shall hold regular and special meetings, in the corporate limits of the City, at such place or

places as the Committee may from time to time determined, and in conformance with the Texas Open Meetings Act.

SECTION 4. QUORUM

A quorum is four (4) members of the Committee for the conduct of official business. The Act of a majority of the Committee or more at a meeting at which a quorum is in attendance shall constitute the act of the Committee, unless the act of a greater number is required by these Bylaws, policies/procedures of the Committee, City Council resolution/ordinance, or state law.

SECTION 5. CONDUCT OF BUSINESS

- A. At the meetings of the Committee, matters pertaining to the business of the Art & History Trail Committee shall be considered in accordance with the rules of procedure as from time to time prescribed by the Committee. Unless otherwise adopted by the Committee, the rules of procedures of the City Council shall be the rules of procedures for the Committee.
- B. At all meetings of the Committee, the Chairman shall preside, and in the absence of the Chairman, the Vice Chairman shall exercise the powers of the Chairman.
- C. The Secretary of the Board shall act as Secretary of all meetings of the Committee, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting. The Secretary shall keep minutes of the transactions of the Committee and Committee meetings and shall cause such official minutes to be recorded in books kept for that purpose in the principal office of the City. The unofficial minutes shall be submitted to the City Secretary within seven (7) days following the Committee meeting. This will enable the unofficial minutes to be distributed to the Committee members for their approval at a future Committee meeting.

SECTION 6. COMMITTEES OF THE BOARD

An official sub-committee of the Committee shall consist of not more than three (3) members. It is provided, however, that all final official actions may be exercised only by the Committee. Each sub-committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the City.

SECTION 7. COMPENSATION OF DIRECTORS

The members, including the Chairman and Vice Chairman, shall not receive any salary or compensation for their services. However, members may be reimbursed for their actual expenses incurred in the performance of their duties hereunder, including but not limited to the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Committee and approved by City Council. Travel expenses incurred by members for both regular and special meetings are not eligible for reimbursement.

ARTICLE II OFFICERS

SECTION 1. TITLES AND TERM OF OFFICE

The Chairman and Vice Chairman shall be elected by the Committee and shall serve a term of one (1) year. The respective terms of the initial Chairman and Vice Chairman shall be determined by the City Council. The Chairman and Vice Chairman shall continue to serve until their successors are appointed.

SECTION 2. POWERS AND DUTIES OF THE CHAIRMAN

The Chairman shall be the chief executive officer of the Committee, and shall, subject to the authority of the Committee and paramount authority and approval of the City Council, preside at all meetings of the Committee. In addition, the Chairman shall:

- A. call both regular and special meetings of the Committee and establish the agenda for such;
- B. have the right to vote on all matters coming before the Committee;
- C. have the authority to appoint standing or study committees to aid and assist the Committee in its business undertaking or other matters incidental to the operation and functions of the Committee;
- D. perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Committee, subject to approval by the City Council;
- E. appear before the City Council on a periodic basis, when requested, to give a report on the status of activities of the Committee; and
- F. appear before the City Council, or be represented by his designee, regarding any item being considered by the City Council concerning the Committee, when requested to be present.

SECTION 3. VICE CHAIRMAN

The Vice Chairman shall exercise the powers of the Chairman during that officer's absence or inability to act. The Vice Chairman shall also perform other duties as from time to time may be assigned by the Chairman or the Committee.

SECTION 4. ATTENDANCE

Members must be present in order to vote at any meeting. Regular attendance at the Committee meetings is required of all members. The following number of absences shall constitute the basis for replacement of a member. Absences greater than 25% from regularly scheduled meetings during any one year term (January 1st to December 31st) shall be considered vacant.

SECTION 5. CONFLICT OF INTEREST

In the event that a member is aware that he has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the Committee, the member shall bring the same to the attention of the Committee and shall abstain from discussion and voting thereof.

Any member shall bring to the attention of the Committee any apparent conflict of interest or potential conflict of interest of any other member, in which case the Committee shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that particular matter. The member about whom a conflict of interest question has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists. Failure to conform to these requirements herein and policies as may be adopted by the Committee is cause for dismissal from the Committee by action of the City Council.

SECTION 6. PARTICIPATION IN COMMITTEE MEETINGS

The City Manager, City Secretary, Mayor and Councilmembers, shall have the right to take part in any discussion of the Committee, or sub-committees thereof, including attendance of executive sessions, but shall not have the power to vote in any meetings attended.

ARTICLE III
MISCELLANEOUS PROVISIONS

SECTION 1. APPROVAL OR ADVICE AND CONSENT OF THE CITY COUNCIL

To the extent that these bylaws refer to any action, approval, advise, or consent by the City to refer to action, approval, advice or consent by the City Council, such action, approval, advice, or consent shall be evidenced by a motion, resolution, or ordinance duly passed by the City Council and reflected in the minutes of the City Council.

SECTION 2. GIFTS

The Committee may accept on behalf of the Committee any contribution, gift, bequest, or device for the general purpose or for any special purposes of the Committee.

SECTION 3. CODE OF ETHICS

Each member, including the President and Vice President, its officers, employees, and agents shall abide by and be subject to the City Code of Ethics consistent with the state guidelines regarding gifts.

SECTION 4. AMENDMENTS TO BYLAWS

These Bylaws may be amended or repealed and new Bylaws may be adopted by an affirmative vote of not less than seventy-five percent (75%) of the authorized members serving on the Committee, subject to approval by the City Council. The City Council may amend these Bylaws at any time. Such amendments by the City Council will be duly passed, and adopted by motion, resolution or ordinance duly reflected in the minutes of the City Council, and thereafter, duly noted to the committee. These bylaws may not be amended more often than once a year.

AMENDED
BYLAWS OF THE
ART & HISTORY TRAIL COMMITTEE

ARTICLE I PURPOSE AND
MEMBERS

SECTION 1. NUMBER OF TERMS OF OFFICE

- A. The Art & History Trail Committee (the “Committee”) shall consist of seven (7) members, each of whom shall be appointed by the City Council. A majority of the committee must be residents of the City of Roanoke, Texas (the “City”).
- B. The members of the Committee shall serve terms of staggered three (3) years. Two (2) members shall serve an initial one (1) year term. Two (2) members shall serve an initial two (2) year term. And, three (3) members shall serve an initial three (3) year term. Thereafter, each successive member of the Committee shall be appointed and serve for three (3) years or until a successor is appointed as hereinafter provided. All affected terms begin and expire in August of the applicable year. Not more than three (3) City council members may serve on the Committee at any one time.
- C. Any member may be removed from office by the City Council at will. A vacancy of any member’s position, which occurs by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the City Council.
- D. Board members are considered City officers for the purposes of the Texas Open Meetings Act, chapter 551 of the Texas Government Code, as amended

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Any member may resign at any time. Such resignation shall be made in writing, addressed to the Chairman or Vice Chairman, and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Chairman or Vice Chairman.

SECTION 3. MEETINGS OF MEMBERS

For meetings of the Committee, notice thereof shall be provided and set forth in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Any member of the Art & History Trail Committee may have an item placed on the agenda by delivering the same in writing to the City Staff liaison or City Secretary no less than five (5) calendar days prior to the date of the next meeting. Each agenda of the Committee meeting shall contain an item, titled “Public Input,” to allow public comment to be made by the general public concerning matters related to Art & History Trail. However, no official or formal action or vote may be taken on any comment made by citizens during Public Input.

The Committee shall hold regular and special meetings, in the corporate limits of the City, at such place or places as the Committee may from time to time determined, and in conformance with the Texas Open Meetings Act.

SECTION 4. QUORUM

A quorum is four (4) members of the Committee for the conduct of official business. The Act of a majority of the Committee or more at a meeting at which a quorum is in attendance shall constitute the act of the Committee, unless the act of a greater number is required by these Bylaws, policies/procedures of the Committee, City Council resolution/ordinance, or state law.

SECTION 5. CONDUCT OF BUSINESS

- A. At the meetings of the Committee, matters pertaining to the business of the Art & History Trail Committee shall be considered in accordance with the rules of procedure as from time to time prescribed by the Committee. Unless otherwise adopted by the Committee, the rules of procedures of the City Council shall be the rules of procedures for the Committee.
- B. At all meetings of the Committee, the Chairman shall preside, and in the absence of the Chairman, the Vice Chairman shall exercise the powers of the Chairman.
- C. The Secretary of the Board shall act as Secretary of all meetings of the Committee, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting. The Secretary shall keep minutes of the transactions of the Committee and Committee meetings and shall cause such official minutes to be recorded in books kept for that purpose in the principal office of the City. The unofficial minutes shall be submitted to the City Secretary within seven (7) days following the Committee meeting. This will enable the unofficial minutes to be distributed to the Committee members for their approval at a future Committee meeting.

SECTION 6. COMMITTEES OF THE BOARD

An official sub-committee of the Committee shall consist of not more than three (3) members. It is provided, however, that all final official actions may be exercised only by the Committee. Each sub-committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the City.

SECTION 7. COMPENSATION OF DIRECTORS

The members, including the Chairman and Vice Chairman, shall not receive any salary or compensation for their services. However, members may be reimbursed for their actual expenses incurred in the performance of their duties hereunder, including but not limited to the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Committee and approved by City Council. Travel expenses incurred by members for both regular and special meetings are not eligible for reimbursement.

ARTICLE II OFFICERS

SECTION 1. TITLES AND TERM OF OFFICE

The Chairman and Vice Chairman shall be elected by the Committee and shall serve a term of one (1) year. The respective terms of the initial Chairman and Vice Chairman shall be determined by the City Council.

The Chairman and Vice Chairman shall continue to serve until their successors are appointed.

SECTION 2. POWERS AND DUTIES OF THE CHAIRMAN

The Chairman shall be the chief executive officer of the Committee, and shall, subject to the authority of the Committee and paramount authority and approval of the City Council, preside at all meetings of the Committee. In addition, the Chairman shall:

- A. call both regular and special meetings of the Committee and establish the agenda for such;
- B. have the right to vote on all matters coming before the Committee;
- C. have the authority to appoint standing or study committees to aid and assist the Committee in its business undertaking or other matters incidental to the operation and functions of the Committee;
- D. perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Committee, subject to approval by the City Council;
- E. appear before the City Council on a periodic basis, when requested, to give a report on the status of activities of the Committee; and
- F. appear before the City Council, or be represented by his designee, regarding any item being considered by the City Council concerning the Committee, when requested to be present.

SECTION 3. VICE CHAIRMAN

The Vice Chairman shall exercise the powers of the Chairman during that officer's absence or inability to act. The Vice Chairman shall also perform other duties as from time to time may be assigned by the Chairman or the Committee.

SECTION 4. ATTENDANCE

Members must be present in order to vote at any meeting. Regular attendance at the Committee meetings is required of all members. The following number of absences shall constitute the basis for replacement of a member. Absences greater than 25% from regularly scheduled meetings during any one year term (January 1st to December 31st) shall be considered vacant.

SECTION 5. CONFLICT OF INTEREST

In the event that a member is aware that he has a conflict of interest or potential conflict of interest, with regard to any particular matter or vote coming before the Committee, the member shall bring the same to the attention of the Committee and shall abstain from discussion and voting thereof.

Any member shall bring to the attention of the Committee any apparent conflict of interest or potential conflict of interest of any other member, in which case the Committee shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that particular matter. The member about whom a conflict of interest question has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists. Failure to conform to these requirements herein and policies as may be adopted by the Committee is cause for dismissal from the Committee by action of the City Council.

SECTION 6. PARTICIPATION IN COMMITTEE MEETINGS

The City Manager, City Secretary, Mayor and Councilmembers, shall have the right to take part in any discussion of the Committee, or sub-committees thereof, including attendance of executive sessions, but shall not have the power to vote in any meetings attended.

ARTICLE III
MISCELLANEOUS PROVISIONS

SECTION 1. APPROVAL OR ADVICE AND CONSENT OF THE CITY COUNCIL

To the extent that these bylaws refer to any action, approval, advise, or consent by the City to refer to action, approval, advice or consent by the City Council, such action, approval, advice, or consent shall be evidenced by a motion, resolution, or ordinance duly passed by the City Council and reflected in the minutes of the City Council.

SECTION 2. GIFTS

The Committee may accept on behalf of the Committee any contribution, gift, bequest, or device for the general purpose or for any special purposes of the Committee.

SECTION 3. CODE OF ETHICS

Each member, including the President and Vice President, its officers, employees, and agents shall abide by and be subject to the City Code of Ethics consistent with the state guidelines regarding gifts.

SECTION 4. AMENDMENTS TO BYLAWS

These Bylaws may be amended or repealed and new Bylaws may be adopted by an affirmative vote of not less than seventy-five percent (75%) of the authorized members serving on the Committee, subject to approval by the City Council. The City Council may amend these Bylaws at any time. Such amendments by the City Council will be duly passed, and adopted by motion, resolution or ordinance duly reflected in the minutes of the City Council, and thereafter, duly noted to the committee. These bylaws may not be amended more often than once a year.

RESOLUTION NO. 2022-114R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ESTABLISHING A CITY OF ROANOKE ART AND HISTORY TRAIL COMMITTEE; PROVIDING FOR THE DUTIES OF SAID COMMITTEE; APPOINTING BOARD OF DIRECTORS TO THE ART AND HISTORY TRAIL COMMITTEE TO SERVE THREE (3) YEAR TERMS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, City Council of the City of Roanoke, Texas, finds and determines that it is in the best interest of the City to establish an advisory committee to be called the City of Roanoke Art and History Trail Committee and provide for the appointment of Board of Directors to said 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 Art and History Trail Committee. The committee shall serve in an advisory capacity to the City Council. The main purpose of the committee is to create and submit a Public Art Master Plan to the City Council. After submitting the Public Art Master Plan, the committee will provide an annual report detailing its goals and accomplishments related to the implementation of this policy.

Section 3. That the City Council of the City of Roanoke, Texas, does hereby appoint the following members to serve as the Board of Directors of the City of Roanoke Art and History Trail Committee:

1. Elizabeth Ellenbecker, serve through September 30, 2025;
2. Sharon McTernen, serve through September 30, 2025;
3. Stephani Novak, serve through September 30, 2025;
4. Ryan Wilhite, serve through September 30, 2025;
5. Alicia Young, serve through September 30, 2025;
6. Tracie Merchant-Leatherwood, serve through September 30, 2025;
7. Brian Darby, serve through September 30, 2025;
8. Sarah Singer, serve through September 30, 2025;
9. Angie Grimm, serve through September 30, 2025;
10. Melissa Diorio, serve through September 30, 2025; and
11. Heather Ales, serve through September 30, 2025.

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 23rd day of August, 2022.

APPROVED:



Carl E. Gierisch, Jr., Mayor

ATTEST:



April S. Hill, City Secretary

APPROVED AS TO FORM:



Jeff Moore, City Attorney





AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Site Plan (SP 2024-02)

MEETING DATE: December 10, 2024

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a site plan request (SP 2024-02) from Blazing Hospitality LLC for a new multi-tenant shell building to be located in the Roanoke Summit Addition Block H Lot 1, and having an address of 1355 N US Hwy 377, City of Roanoke, Denton County, Texas. The property is generally located on the west side of N Hwy 377, approximately 1/8th of a mile north of Marshall Creek Rd. directly behind the Panera Bread restaurant.

INFORMATION:

Planning Analysis

The applicant proposes an 8,600 sf shell building with multiple lease spaces for retail and restaurant uses.

Zoning - PD 2000-124 Slaughter Ranch

Surrounding Land Use:

	<u>Existing Use</u>	<u>Zoning</u>	<u>Future Land Use Plan</u>
<u>North</u>	Light Industrial	LC, Light Commercial District	Light Industrial
<u>East</u>	Restaurant	PD 2000-124 Slaughter Ranch	Retail
<u>South</u>	Restaurant	PD 2000-124 Slaughter Ranch	Retail
<u>West</u>	Residential	PD 2006-108 Briarwyck-Slaughter Ranch	Residential



AGENDA ITEM

- **Landscape**- The landscape plan exceeds the required area and material.
- **Drainage**- A drainage plan will be accepted by the engineering consultant prior to construction.
- **Utilities**- A utility plan will be accepted by the engineering consultant prior to construction.
- **Parking**- The parking provided exceeds the required amount for the proposed uses.

Planning and Zoning Commission:

The board recommended approval on December 2, 2024.

STAFF RECOMMENDATION:

Approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Blazing Hospitality - Multitenant Building - Site Plan application (1) (1)
2. 2. Site Plan - Blazing Hospitality - Multitenant Bldg - Roanoke (US 377 Hwy), TX
3. 3. Landscape Plan - Blazing Hospitality - Multitenant Bldg - Roanoke (US 377 Hwy), TX
4. 4. Elevation Plan - Blazing Hospitality - Multitenant Bldg - Roanoke (US 377 Hwy), TX



CITY OF ROANOKE
500 S. OAK STREET
ROANOKE, TEXAS 76262
(817) 491-2411

SITE PLAN APPLICATION
FEE OF \$400.00 IS DUE WITH SUBMITTAL

Name of Applicant Blazing Hospitality LLC - Smit Shah	Address of Applicant 4940 N Tarrant Parkway Fort Worth, TX 76244		Phone Number and Email 281-221-6025, smit@blazi
Legal Interest Developer - Future landowner			
Owner Roanoke Summit, LTD	Address 13155 Noel Road, Suite 900, Dallas TX 75240		Phone Number & Email 817-657-1180 darrell.lake
Firm preparing Site Plan Package Bowman Consulting Group LTD.	Address 2805 Dallas Parkway, Suite 310, Dallas TX 75093		Phone Number 972-497-2994
			Email bboro@bowman.com
Location of Property 1355 US-377, Roanoke, TX 76262	Name of Addition/Subdivision ROANOKE SUMMIT ADDITI	Lot / Block BLK H LOT 1	Present Zoning PD - 2000-124 - Commer

Proposed Site Plan Contains:

LAND USE	NUMBER OF LOTS	ACRES FOR USE
Single Family		
Multi-Family		
Planned Development		
Office		
Retail		
Commercial	1	1.272
Industrial		
Flood Plain		

A copy of the final plat including public right-of-way crossing and adjacent property to the subject property shall be included.

If the property is subject to a Plan Development a statement showing that the proposed use conforms to the Plan Development.

An electronic copy (pdf) Site Plan fee is \$400.00. Fees are subject to change as amended by Ordinance.

Smit Shah

Applicants Signature

10/14/24

Date

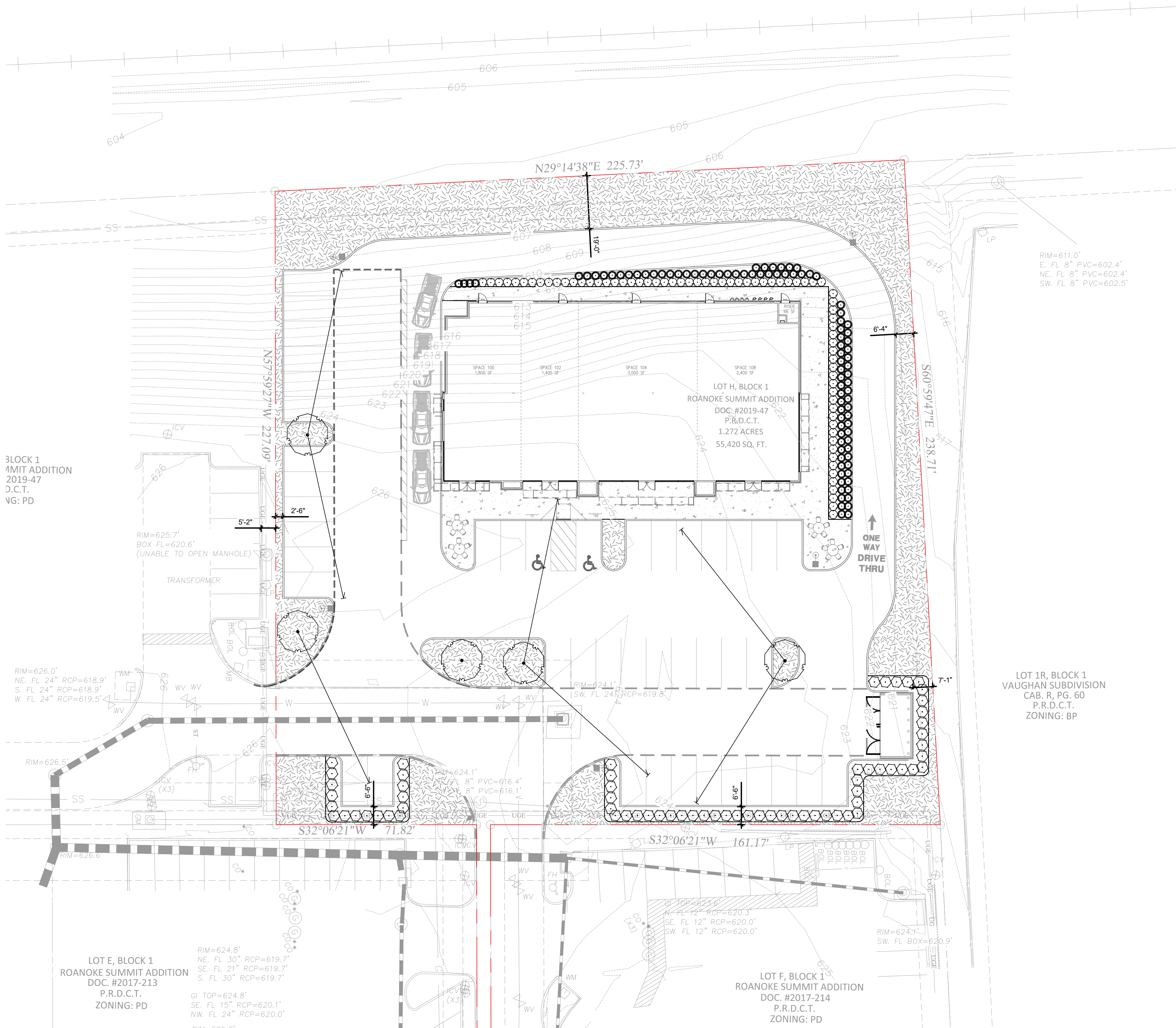
FOR OFFICE USE ONLY

Site Plan Fee PD VS \$400.00 Rec #747747 10/28/2024 JM	P&Z Meeting 12/02/2024	CC Meeting 12/10/2024	File for Record SP- 2024 - 02
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07/20/2023



V:\070833 - Multi-tenant Retail And Restaurant Bldg\070833-01-001 (ENG)\Engineering\Landscape Design\02 Drawings\Sheet\1.01 PLANTING PLAN.dwg, L1.01 PLANTING PLAN, October 18, 2024, 1:38 AM, emmaur



LANDSCAPE NOTES

- ALL MATERIAL QUANTITIES ARE FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES.
- CONTRACTOR SHALL HAVE ALL UTILITY LINES LOCATED BEFORE PERFORMING ANY EXCAVATION FOR LANDSCAPE AND/OR IRRIGATION INSTALLATION. CONTRACTOR SHALL TAKE NECESSARY STEPS TO PROTECT EXISTING UTILITIES.
- PRIOR TO APPLYING SOD OR HYDROSEED, ALL STONES AND DEBRIS LARGER THAN 1 INCH IN ANY DIMENSION SHALL BE REMOVED AND SURFACE MUST BE TOP DRESSED WITH 2" OF TOPSOIL AND FINE GRADED SMOOTH.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING A FULL AND HEALTHY STAND OF GRASS AT THE TIME OF POSSESSION BY THE OWNER.
- ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING AREAS OUTSIDE PROPERTY LINES) SHALL BE PLANTED AND WATERED A MINIMUM OF 10 WEEKS OR UNTIL GRASS IS FULLY ESTABLISHED.
- LANDSCAPE BED EDGING SHALL BE PROVIDED WHERE INDICATED ON PLANS AND BETWEEN PLANTING/STONE BEDS AND LAWN AREAS/SIDEWALKS.
- OPEN AREAS WITHIN LANDSCAPE BEDS SHALL BE MULCHED.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING PHOTOGRAPHS OF ACTUAL LANDSCAPE MATERIALS AND SUBMITTING THEM TO THE LANDSCAPE ARCHITECT OF RECORD FOR APPROVAL PRIOR TO INSTALLATION.
- PLANT MATERIAL SELECTED SHALL FOLLOW THE GUIDELINES OF THE AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND MEET OR EXCEED ALL SIZE REQUIREMENTS LISTED ON PLANT SCHEDULE.
- ALL PLANTINGS SHALL BE MAINTAINED IN A HEALTHY STATE BY LANDSCAPE CONTRACTOR AND SHALL BE WARRANTED (FOR REPLACEMENT) FOR ONE (1) CALENDAR YEAR AFTER ACCEPTANCE OF THE LANDSCAPE INSTALLATION.

LANDSCAPE CALCULATIONS for the City of Roanoke		
SITE AREA: 53,963 SF	REQUIRED	PROVIDED
PERVIOUS AREA	20% (10,792 SF)	13,023 SF (24.1%)
PARKING LANDSCAPE AREA	16 SF PER SPACE 16 x 43 = 688 SF	933 SF
PARKING AREA TREES	1 PER 10 SPACES 43 SPACE / 10 = 5 TREES	5 TREES

REVISIONS		DATE
REVISION	DESCRIPTION	

PLANTING PLAN

BLAZING HOSPITALITY LIQUOR LAND

1355 US-377

ROANOKE, TX 76262



DESIGN	DRAWN	CHKD
BB	JJ	BB
JOB No. 070833-01-001		

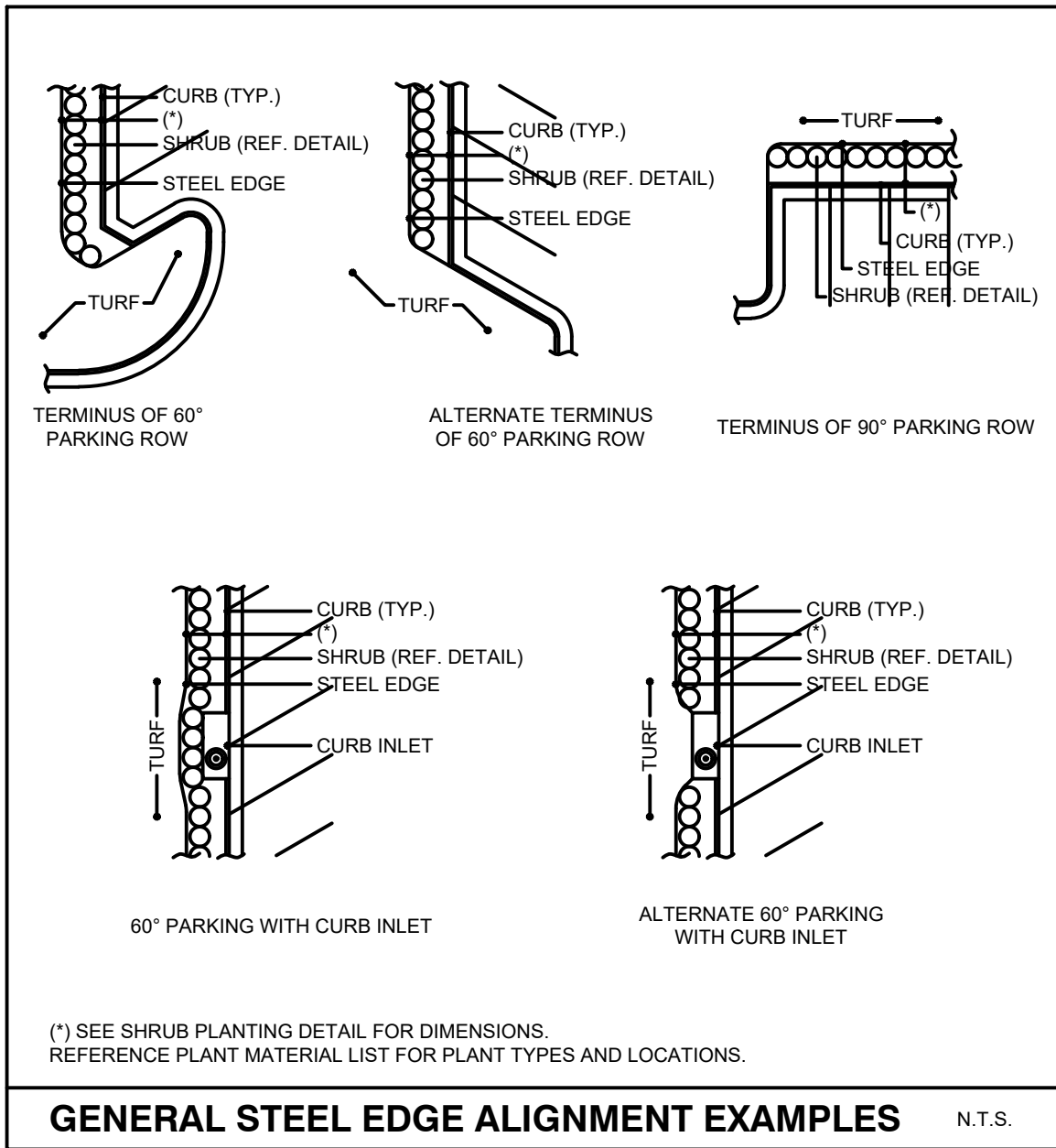
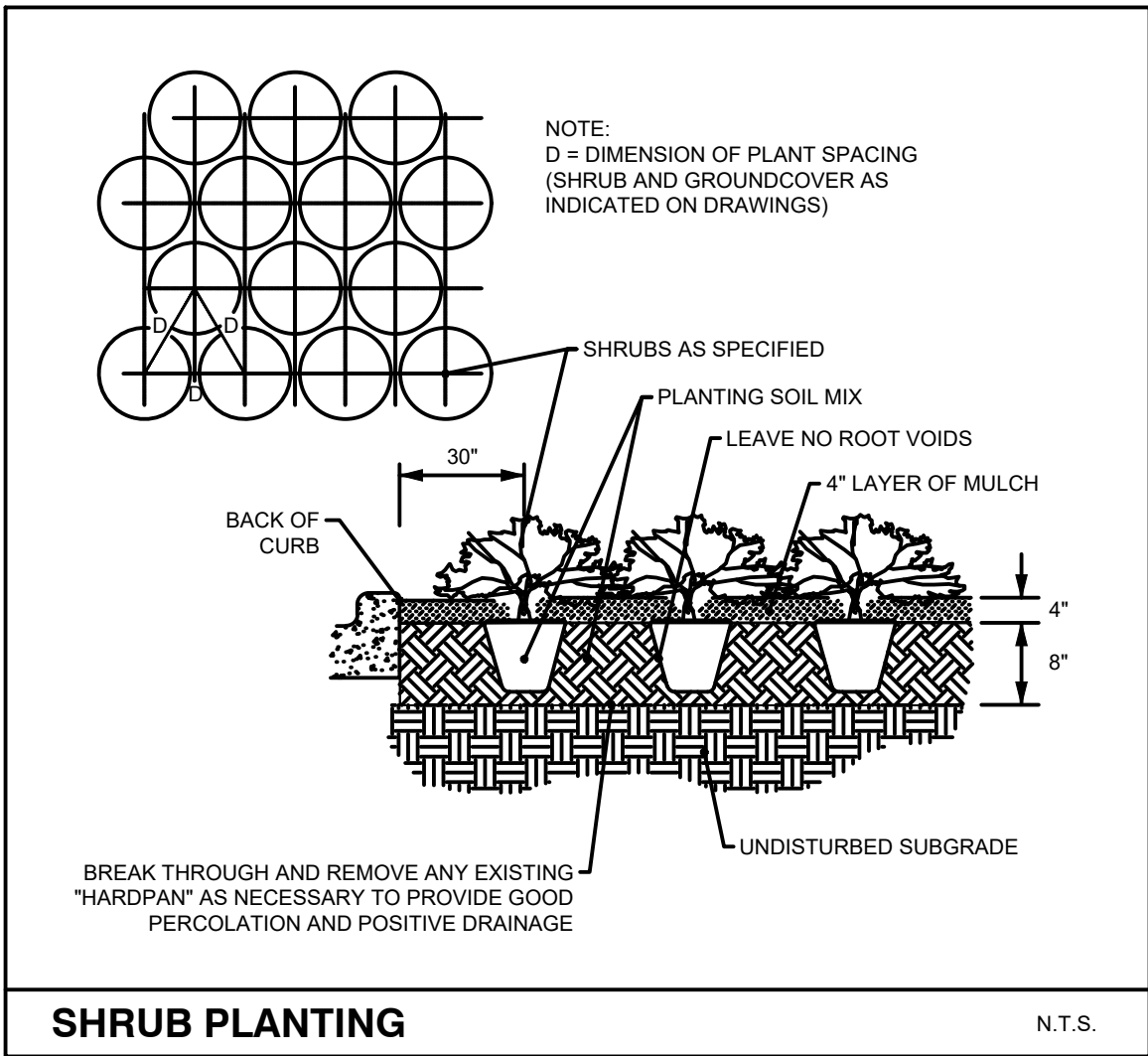
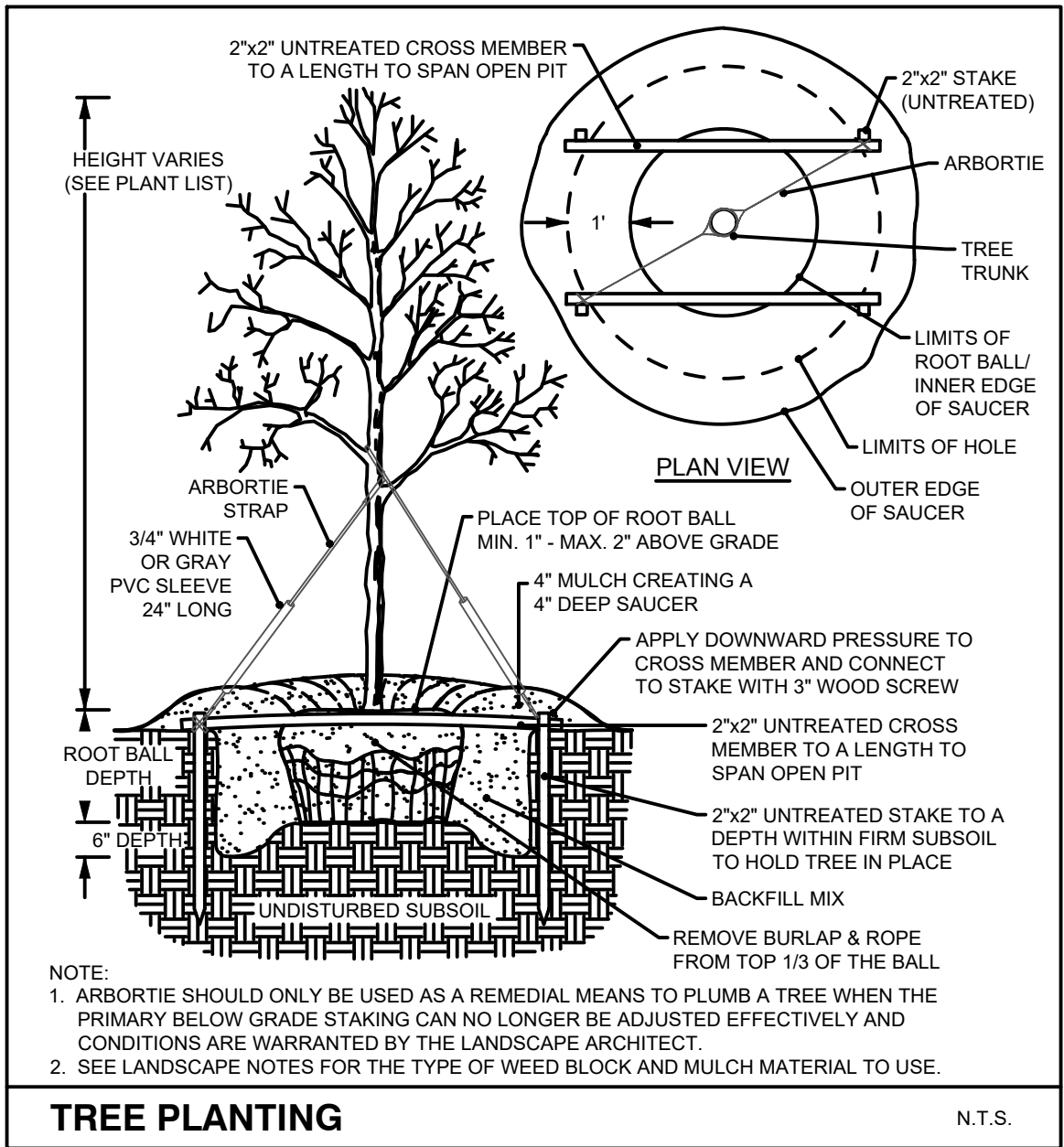
SHEET

L1.01



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

V:\070833 - Multi-tenant Retail And Restaurant Bldg\070833-01-001 (ENG)\Engineering\Landscape Design\02 Drawings\Sheets\L1 01 PLANTING PLAN.dwg, L1 02 PLANTING DETAILS, October 18, 2024, 1:13:41 AM, emmauer



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REVISION	DATE

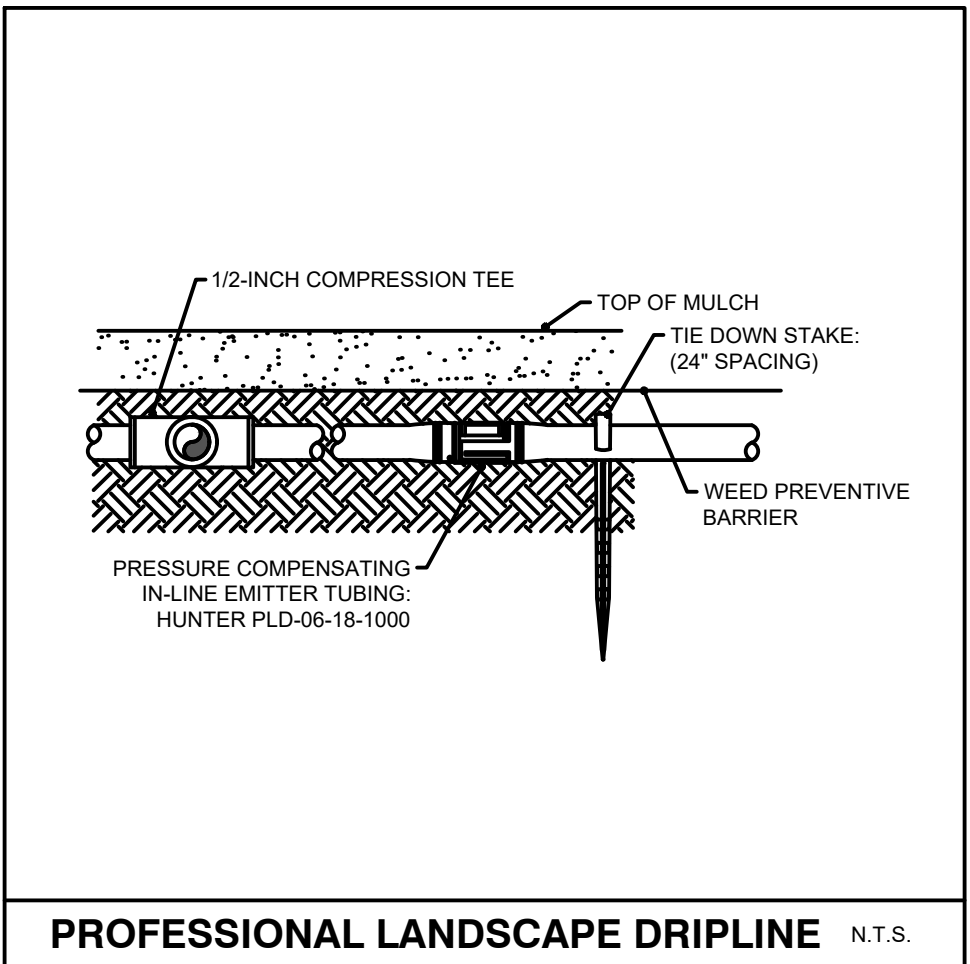
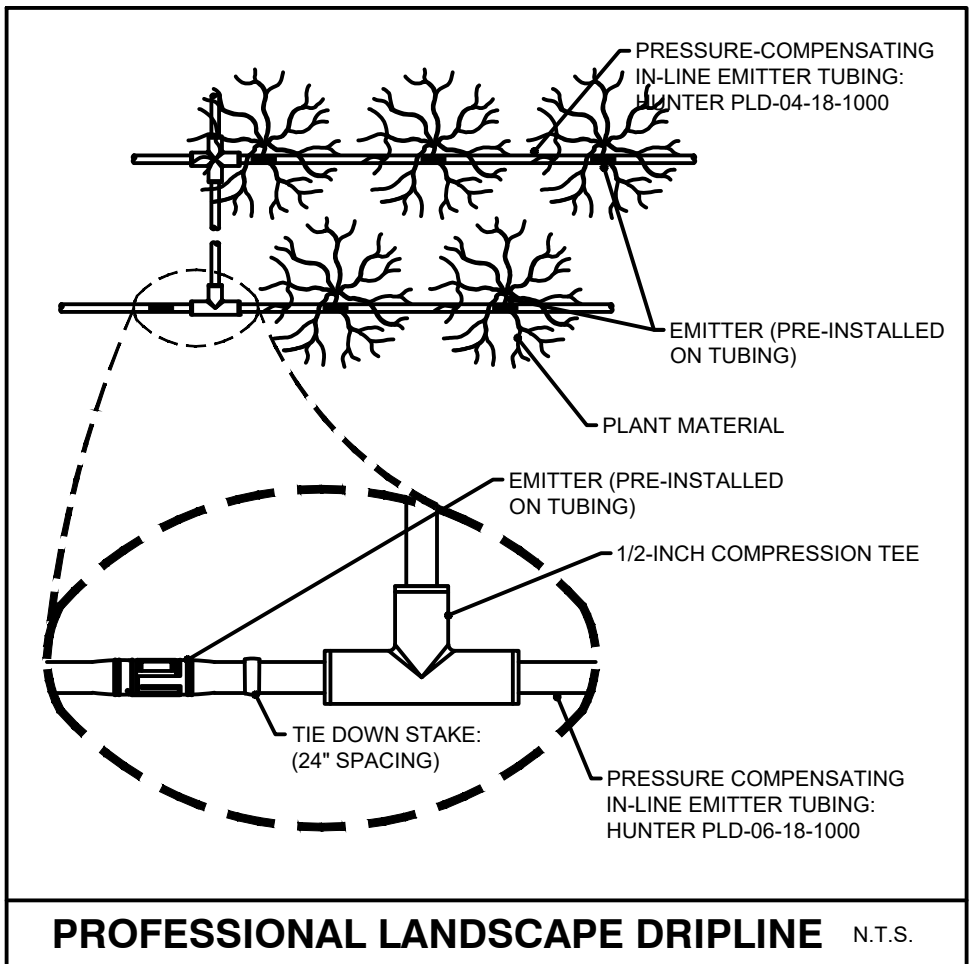
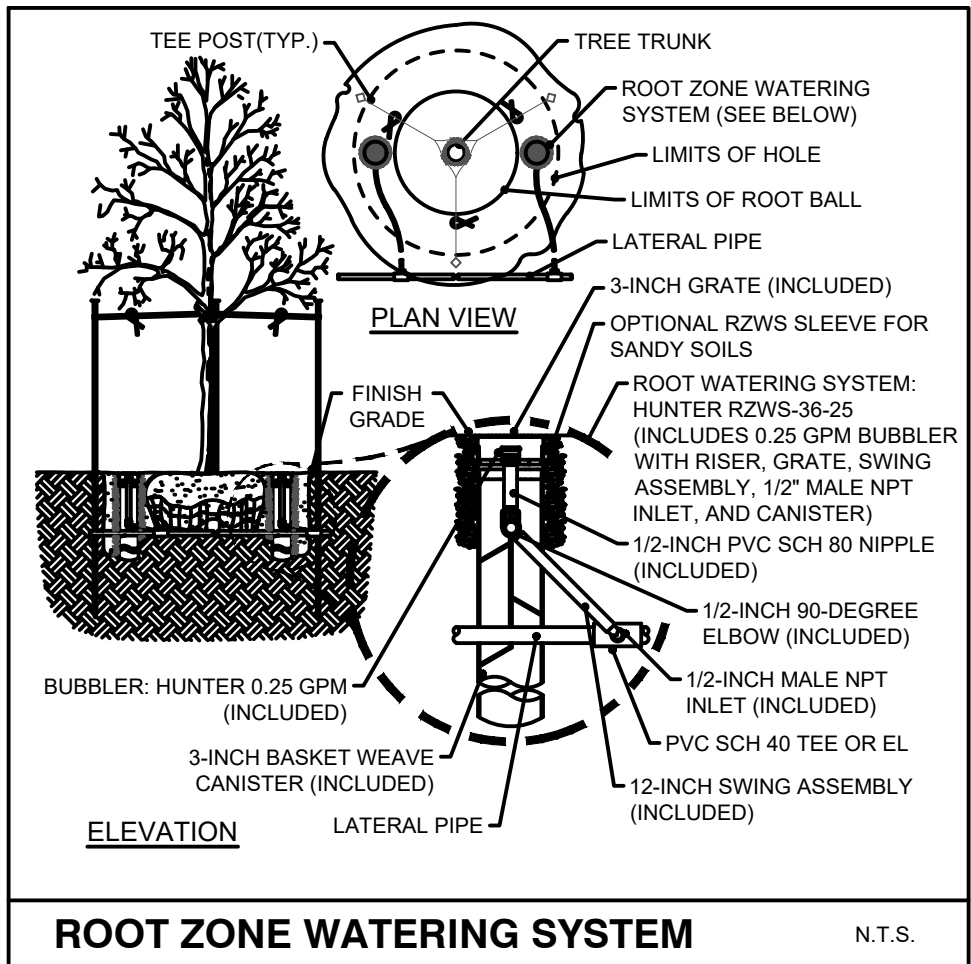
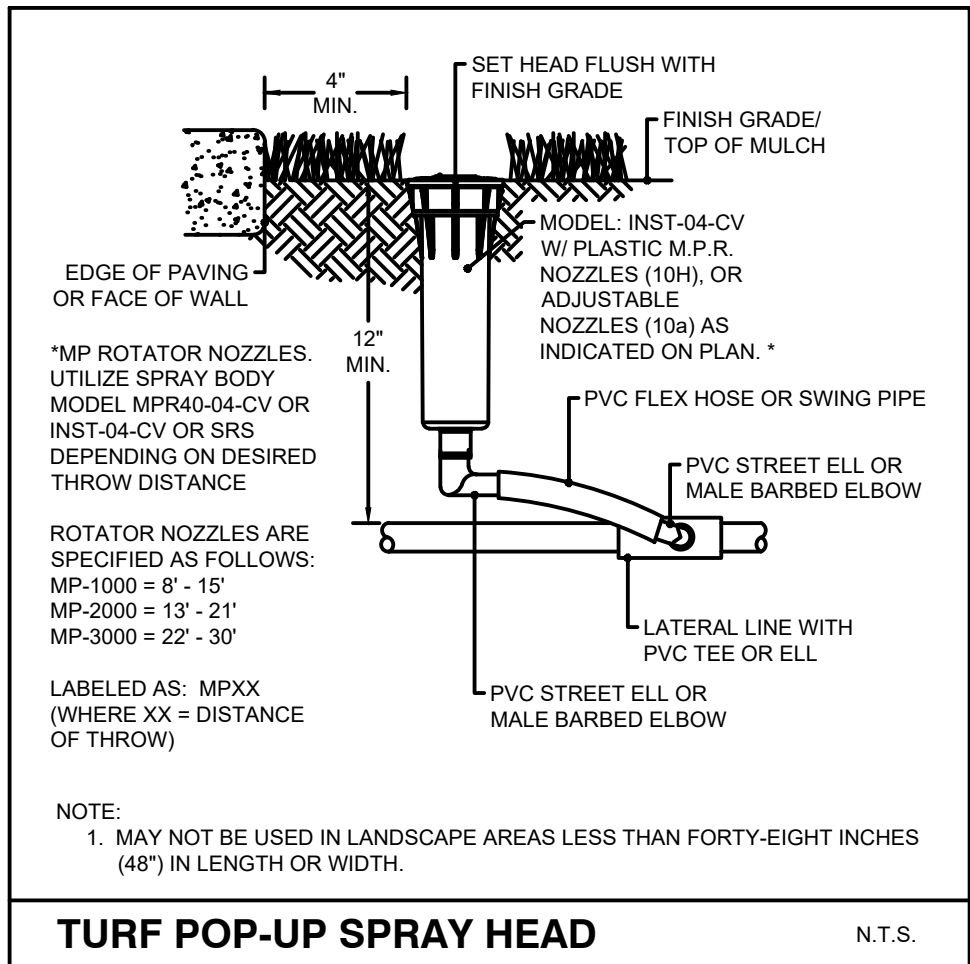
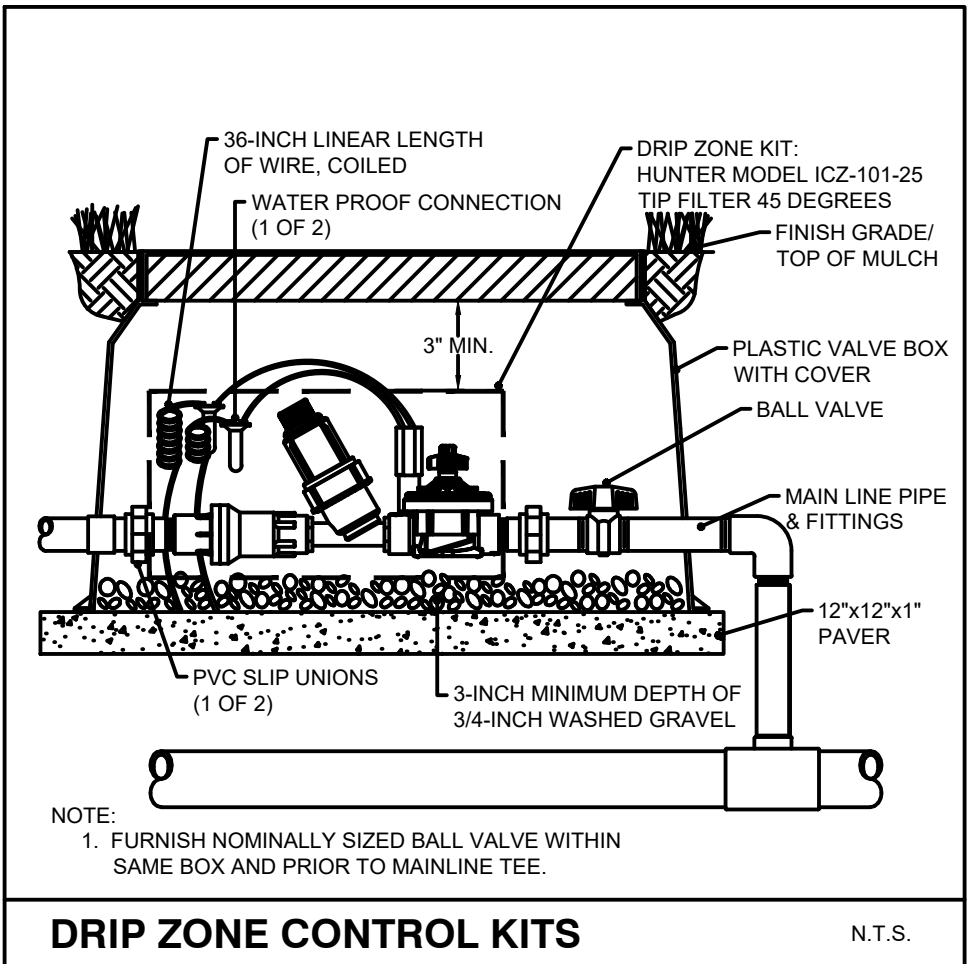
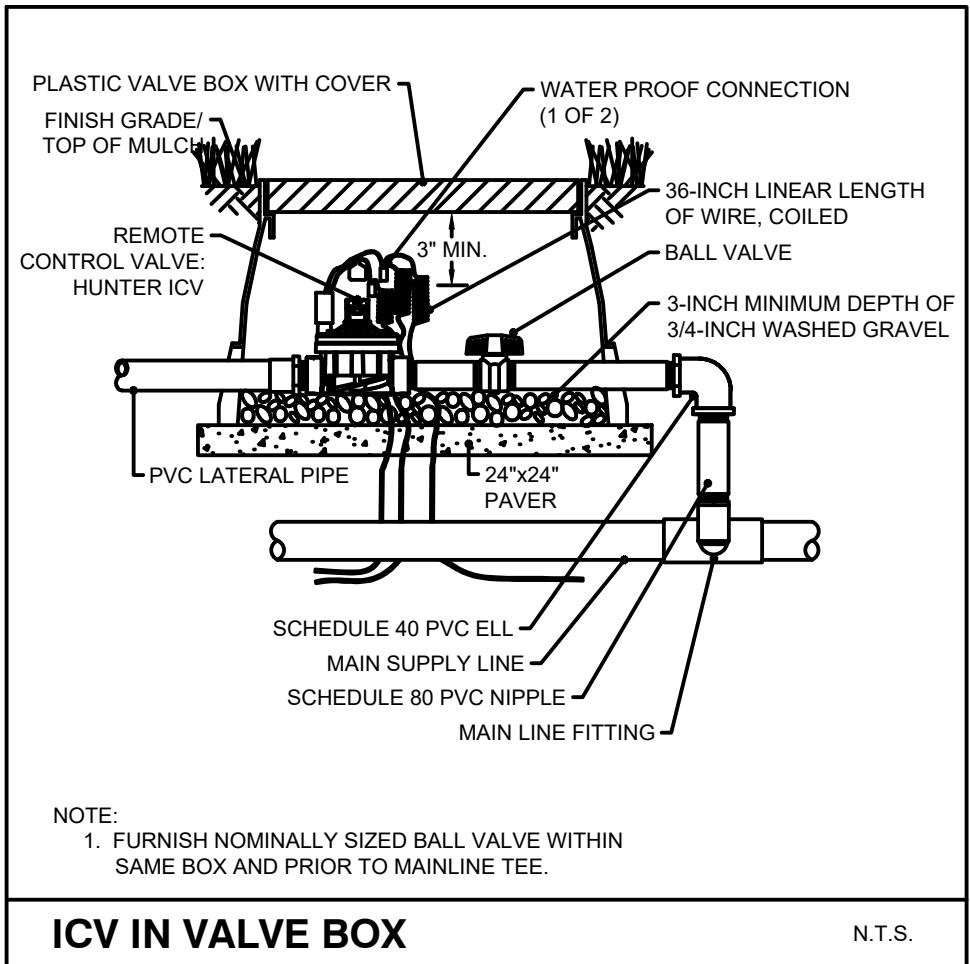
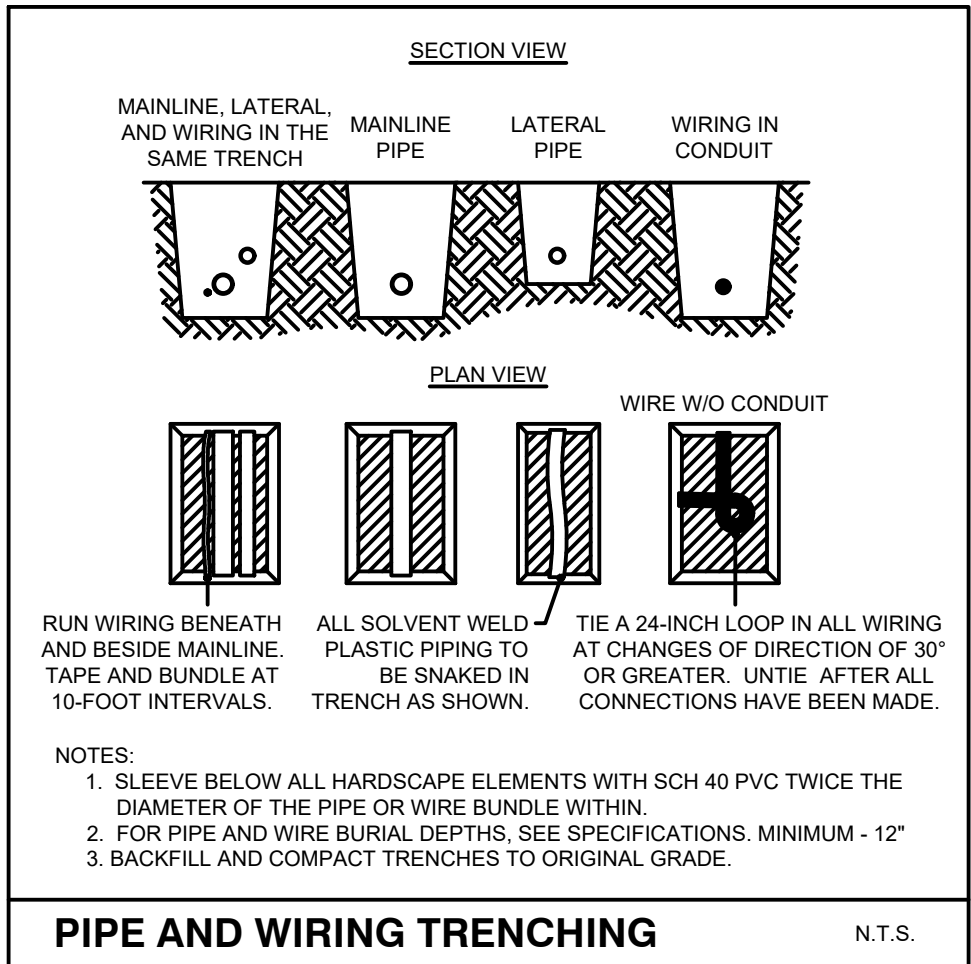
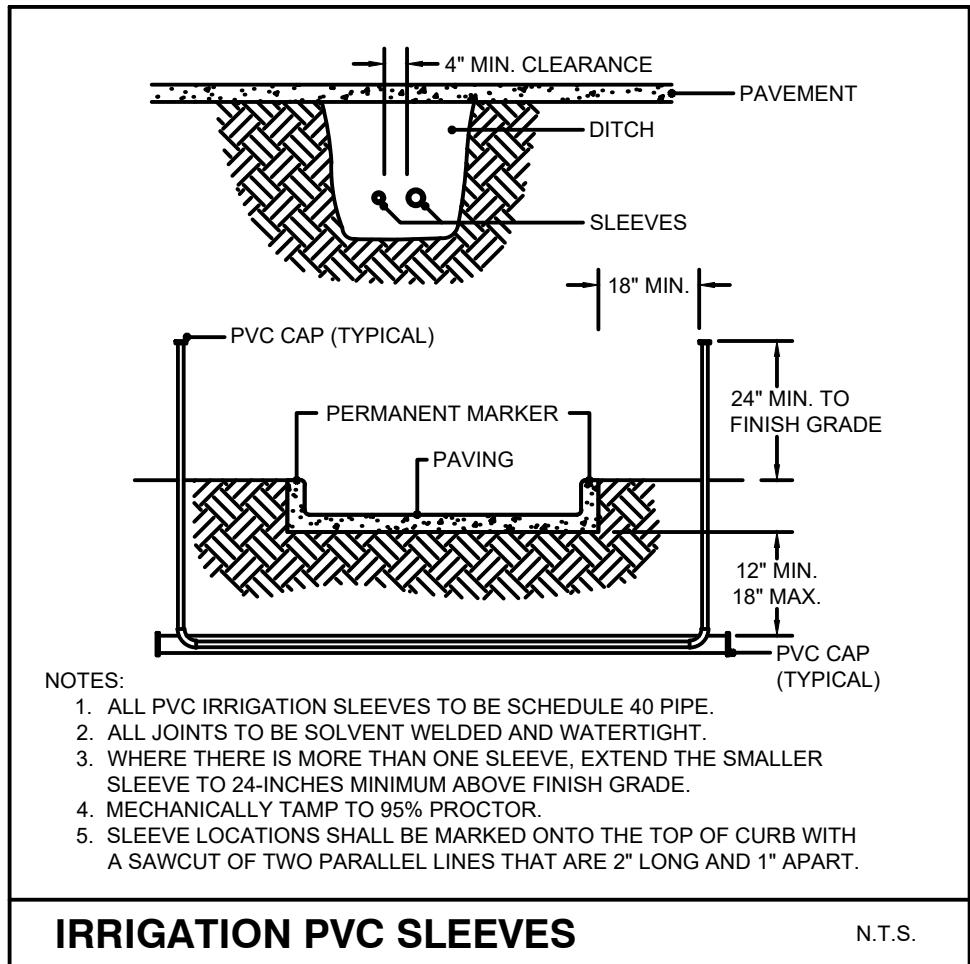
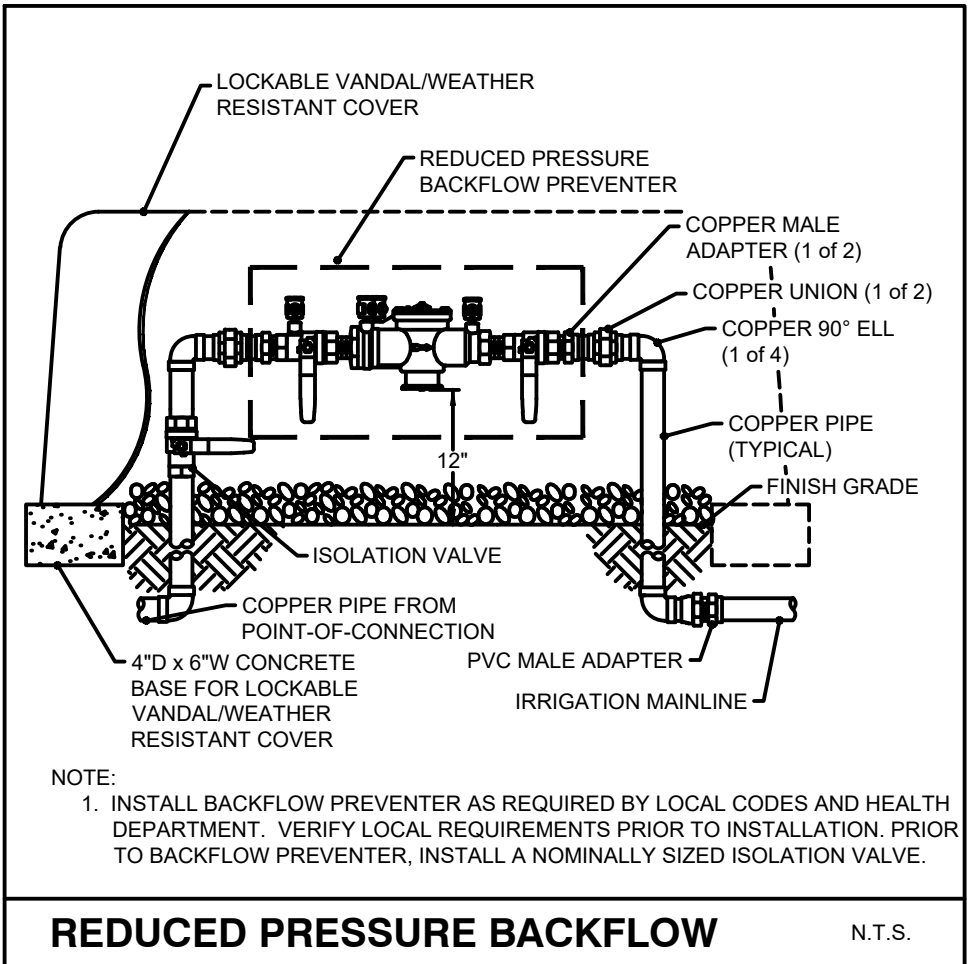
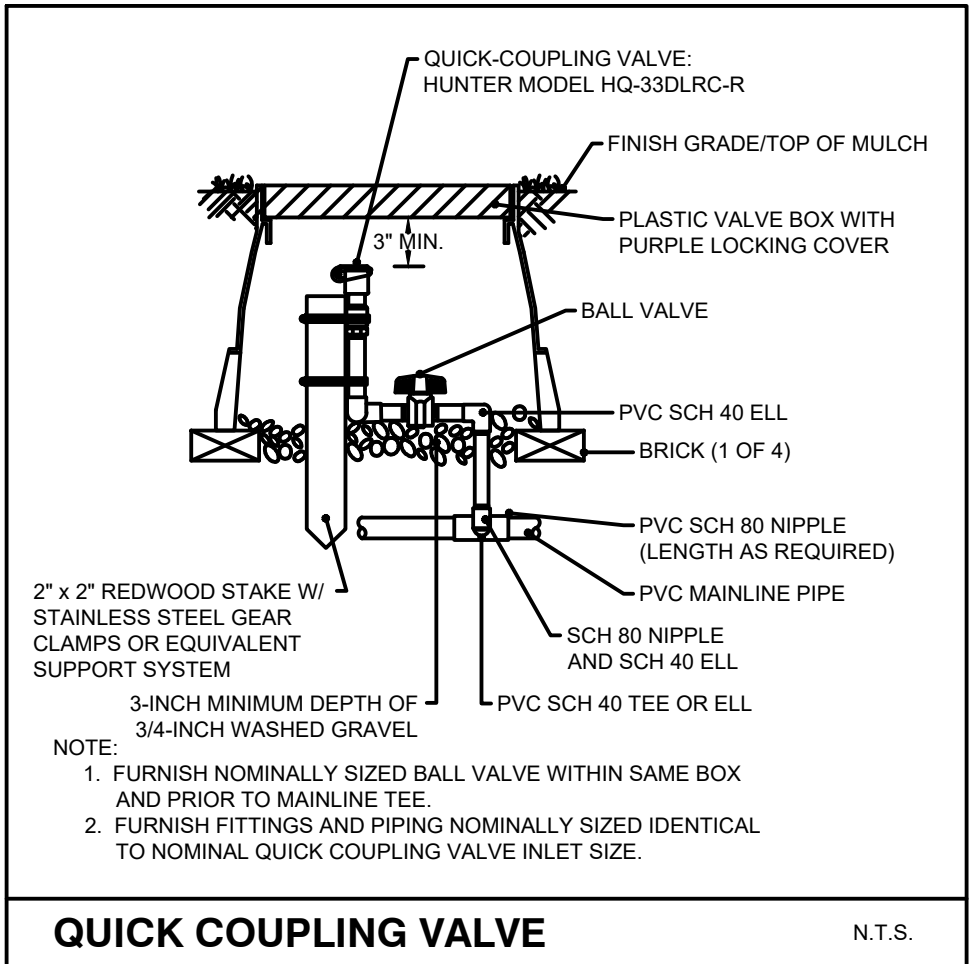
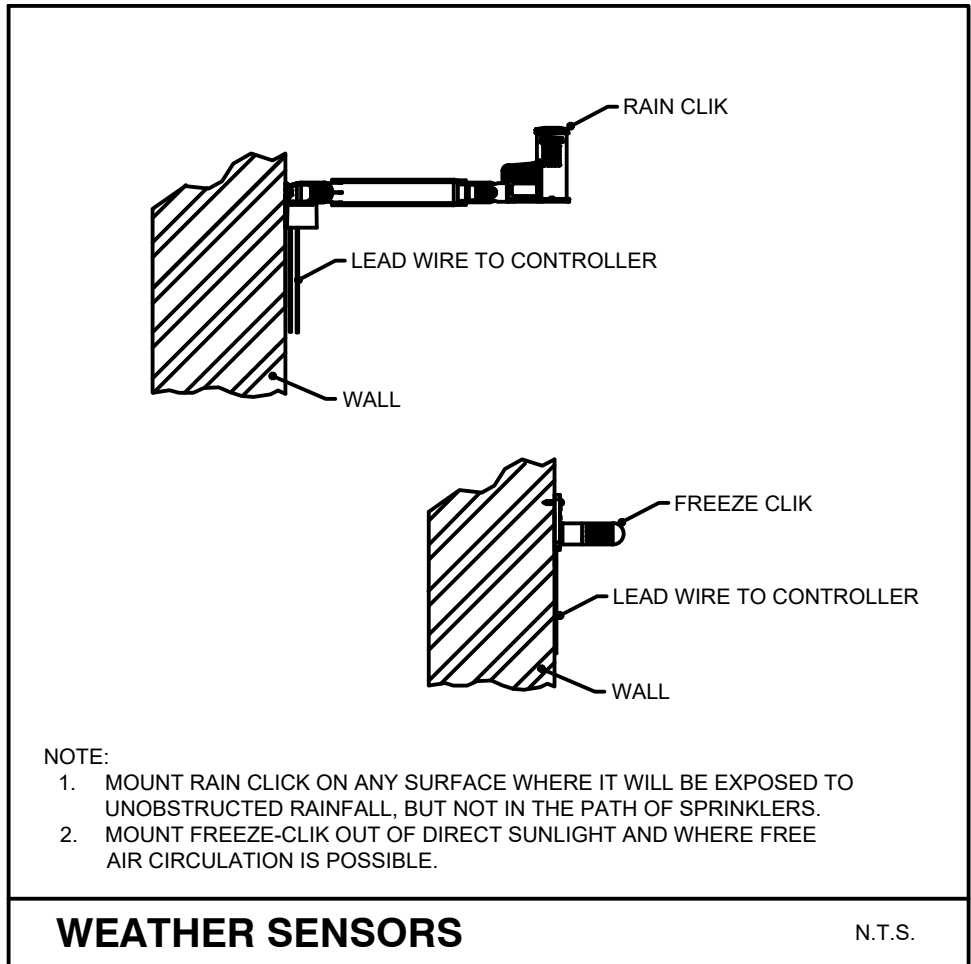
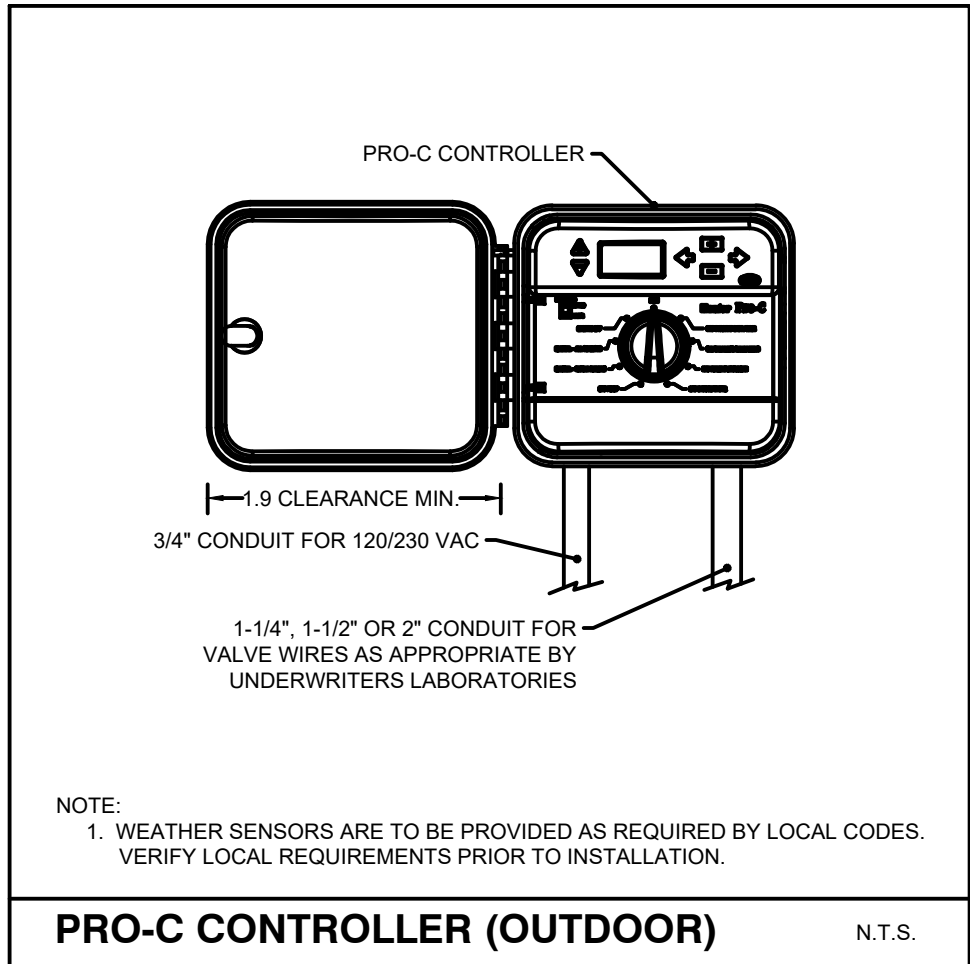
PLANTING DETAILS	
BLAZING HOSPITALITY LIQUOR LAND 1355 US-377 ROANOKE, TX 76262	

DESIGN BB	DRAWN JJ	CHKD BB
JOB No. 070833-01-001		
SHEET L1.02		



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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REVISIONS	DATE	DESCRIPTION
REVISION		

IRRIGATION DETAILS
BLAZING HOSPITALITY LIQUOR LAND
1355 US-377
ROANOKE, TX 76262

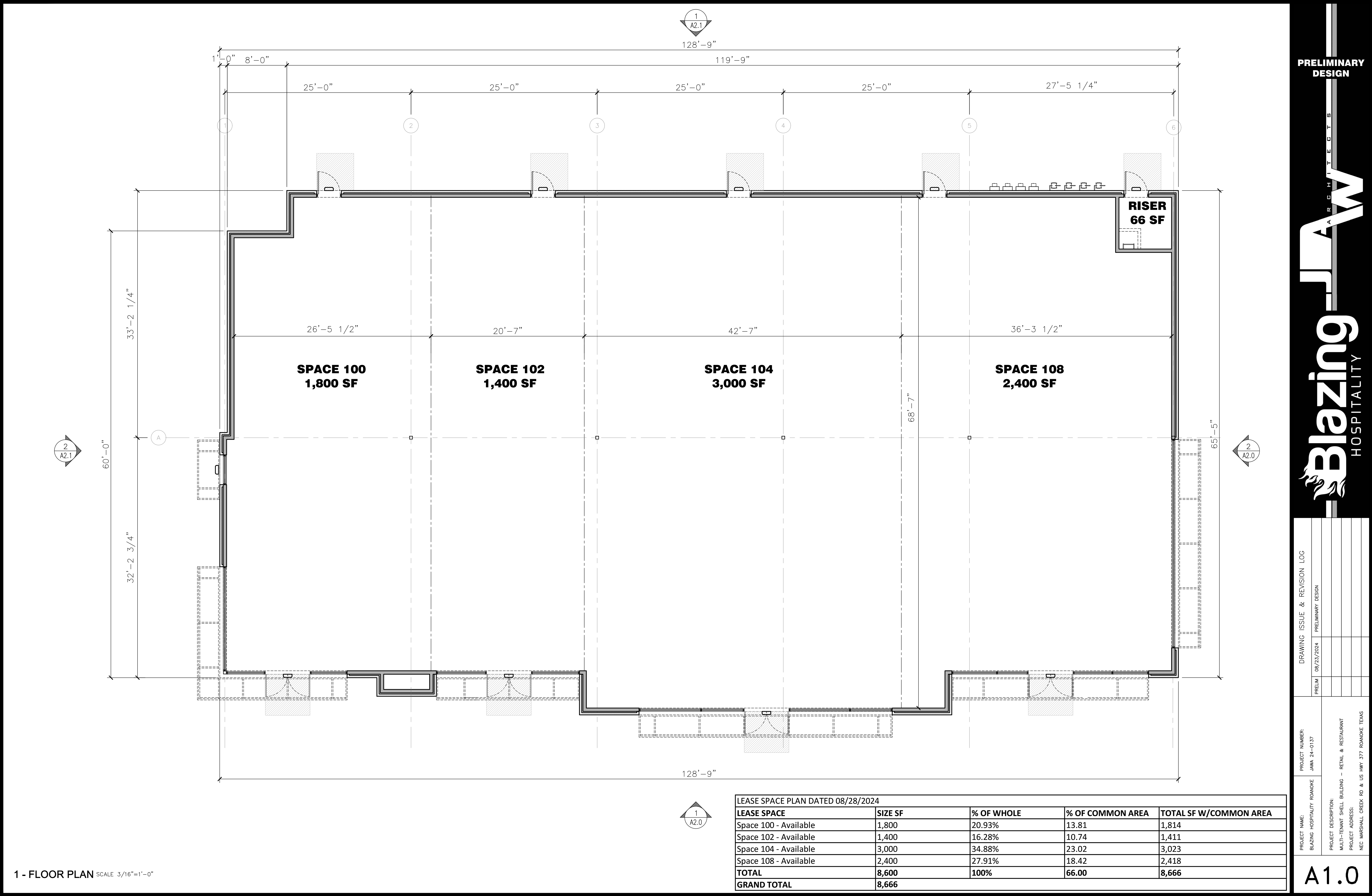
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JOB No. 070833-01-001

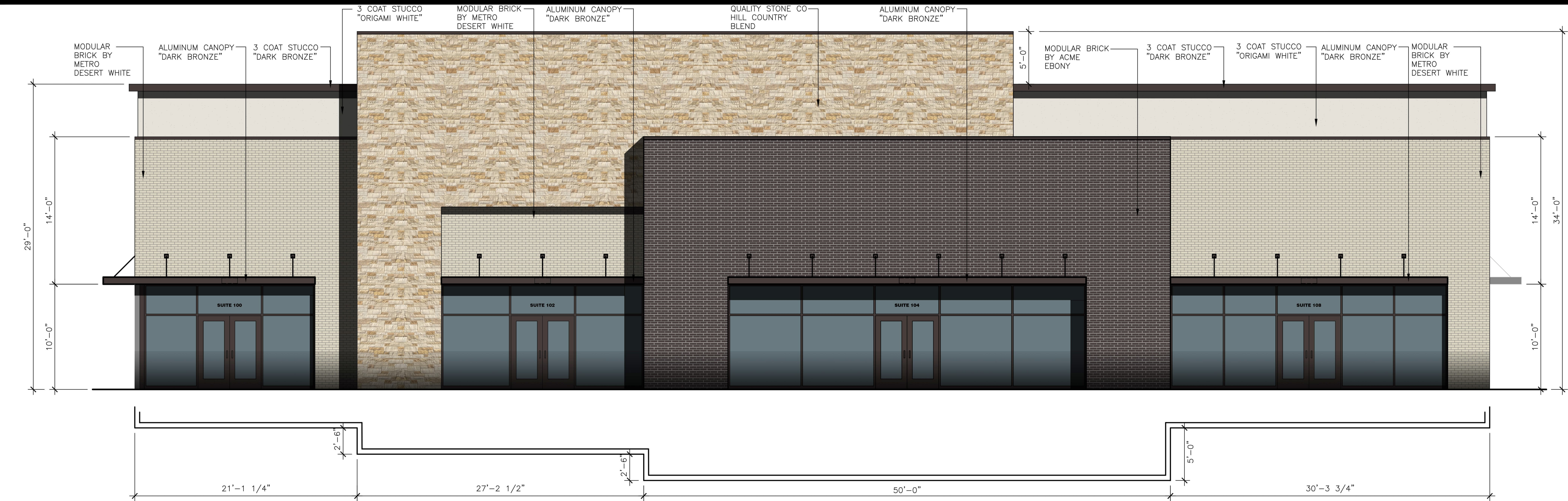
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THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

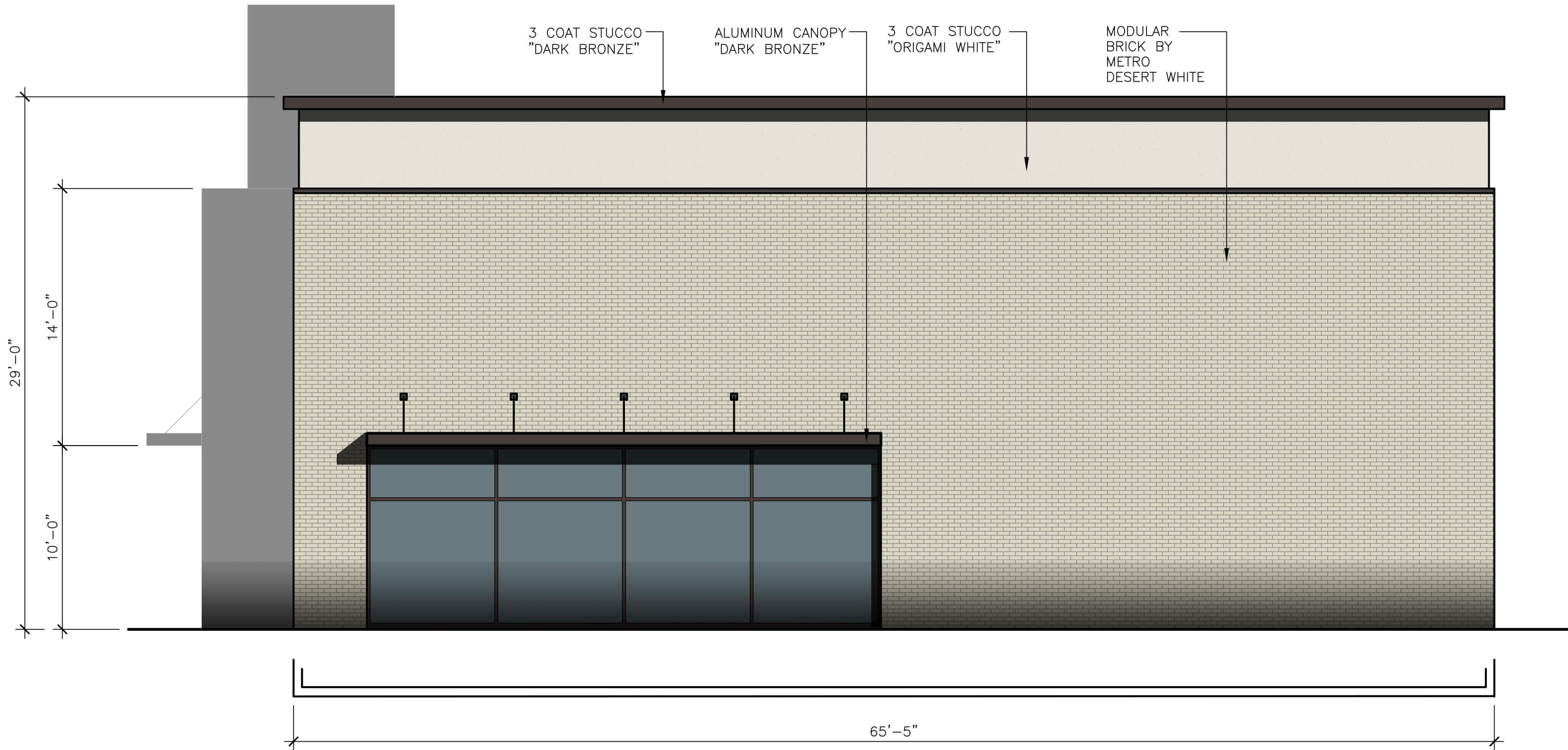




DRAWING ISSUE & REVISION LOG	
DRAWING	ISSUE & REVISION LOG
PRELIM	08/23/2024
PROJECT NUMBER: JAWA 24-0137	
PROJECT DESCRIPTION: MULTI-TENANT SHELL BUILDING - RETAIL & RESTAURANT	
PROJECT ADDRESS: NEC. MARSHALL CREEK RD & US HWY 377 ROANOKE, TEXAS	
A1.0	



1 - SOUTH FACING ELEVATION SCALE 3/16"=1'-0"



2 - EAST FACING ELEVATION SCALE 3/16"=1'-0"

MATERIAL BOARD



MODULAR BRICK VENEER
BY ACME
EBONY VELLOUR



MODULAR BRICK VENEER
BY METRO
DESERT WHITE



QUALITY STONE CO
HILL COUNTRY
BLEND



3-COAT STUCCO
SMOOTH FINISH
COLOR TO MATCH
DARK BRONZE



METAL FASCIA/
CANOPIES/LIGHTS &
STOREFRONT
COLOR: DARK BRONZE

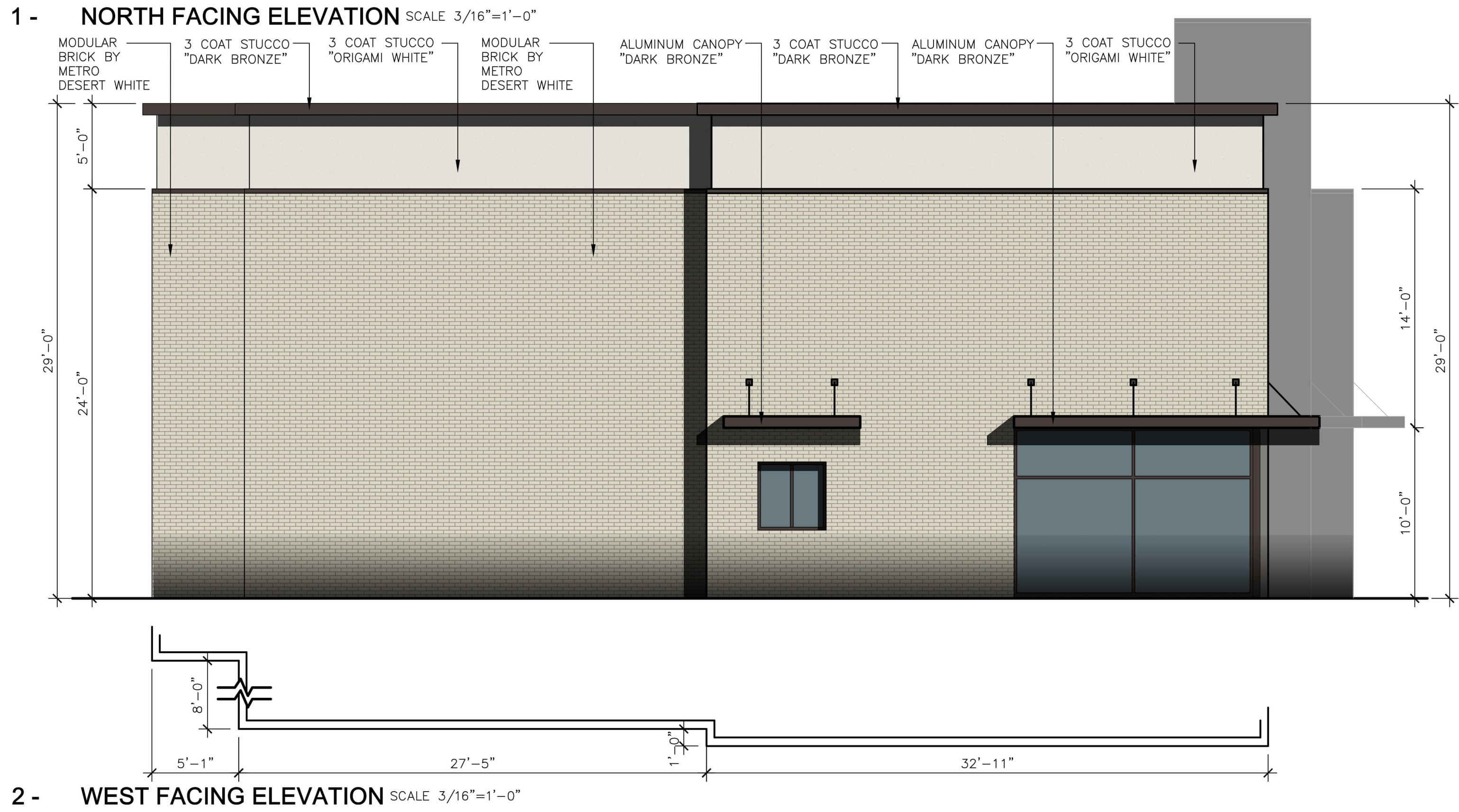
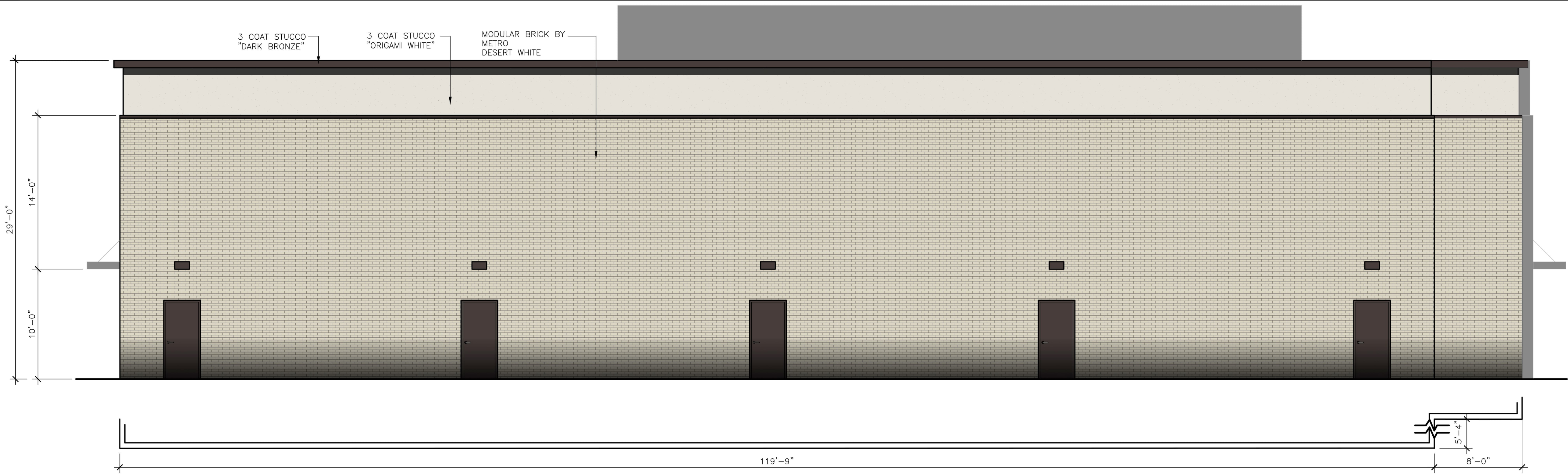


3-COAT STUCCO
SMOOTH FINISH
COLOR: SW 7636
"ORIGAMI WHITE"

MATERIAL CALCULATIONS

BUILDING MATERIAL CALCULATIONS BUILDING									
	South Elevation		North Elevation		West Elevation		East Elevation		Totals
Materials	SF	%	SF	%	SF	%	SF	%	SF %
Stone	943	30.69%	0	0.00%	0	0.00%	0	0.00%	943 9.43%
Brick	1,800	58.57%	2,947	82.23%	1,405	81.21%	1,290	79.88%	7,442 74.41%
Stucco	330	10.74%	637	17.77%	325	18.79%	325	20.12%	1,617 16.17%
Totals (Excluding Glazing)	3,073	100%	3,584	100%	1,730	100%	1,615	100%	10,002 100%
	South Elevation		North Elevation		West Elevation		East Elevation		Totals
Materials	SF	%	SF	%	SF	%	SF	%	SF %
Glazing/Openings	961	23.82%	120	3.24%	160	8.47%	280	14.78%	1,521 13.20%
Total Façade	4,034	24%	3,704	3%	1,890	8%	1,895	15%	11,523 13%

DRAWING ISSUE & REVISION LOG		PROJECT NUMBER:	PROJECT DESCRIPTION:
PRELIM	08/23/2024	JWA 24-0137	MULTI-TENANT SHELL BUILDING - RETAIL & RESTAURANT
			PROJECT ADDRESS:
			NEC MARSHALL CREEK RD & US HWY 377 ROANOKE TEXAS



MATERIAL BOARD



MATERIAL CALCULATIONS

BUILDING MATERIAL CALCULATIONS BUILDING									
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PRELIMINARY DESIGN

Blazing Hospitality

DRAWING	ISSUE & REVISION LOG
PRELIM	08/23/2024 PRELIMINARY DESIGN
PROJECT NAME:	BLAZING HOSPITALITY ROANOKE
PROJECT NUMBER:	JAW 24-0137
PROJECT DESCRIPTION:	MULTI-TENANT SHELL BUILDING - RETAIL & RESTAURANT
PROJECT ADDRESS:	NEC MARSHALL CREEK RD & US HWY 377 ROANOKE TEXAS

A2.1



AGENDA ITEM

TO: Mayor & City Council

SUBJECT: Old City Hall Lease Agreement Renewal

MEETING DATE: December 10, 2024

DEPARTMENT: City Manager

ITEM SUMMARY:

Consideration and action on approval of a lease agreement between the City of Roanoke and the State of Texas House of Representatives for the use of City-owned property located at 108 S. Oak Street.

INFORMATION:

House Rep. Ben Bumgarner was reappointed for another two-year term and the current lease agreement expires on December 31, 2024. He will continue to occupy the same space in the building (approximately 650sf). The agreement terms are from January 1, 2025 until December 31, 2026. Ben and his team have been great to work with, and we have not had any issues during the prior two years.

STAFF RECOMMENDATION:

Approve Agreement

SPECIAL CONSIDERATION:

N/A

FINANCIAL CONSIDERATION:

\$200 monthly rent

ATTACHMENTS:

1. District office lease renewal (1)



State of Texas
House of Representatives

Print

Clear Form

DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between City of Roanoke, Texas, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of Ben Bumgarner, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in Denton County, Texas. The address of the leased property is:

<u>108 S. Oak Street</u>	<u>Roanoke</u>	<u>76262</u>
Street Address, Suite, etc.	City	Zip Code

(which includes approximately _____ square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins January 1, 2025 and ends December 31, 2026 but
(Month Day, Year) (Lease must end on or prior to January 12, 2027)

the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of N/A for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of \$ 200.00 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his/her official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

City of Roanoke, Texas

Lessor's Company Name (type or print)	Date
Carl E. Gierisch	
Lessor's Name (type or print)	Date
	Mayor
Lessor's Signature (1)	Lessor's Signatory's Title (1)
500 S. Oak Street Roanoke, Texas 76262	(817) 491-2411
Lessor's Address	Telephone Number
Municipality	
Lessor's Type of Organization (2)	Lessor's Tax ID Number (3)
Signature of State Representative (4)	Date
Signature of House Administration Chairman (5)	Date

Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. **Signature must be an original signature (not from a signature stamp or photo copied).**
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. **Signature must be an original signature (not from a signature stamp or photo copied).**
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, Ben Bumgarner do not have an interest
Name of Member

in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.

Member's Signature

Date



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant Request: Eva Mellema - 200 N Oak St.

MEETING DATE: December 10, 2024

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action for a façade grant application from Eva Mellema at 200 N Oak St. Roanoke, TX.

INFORMATION:

A façade grant application was received and reviewed by staff for improvements to the subject property for the amount of \$10,893.86 which is 50% of the estimated total project cost of \$21,787.72. The project includes exterior paint in a weathered brick texture to the building and dumpster enclosure, removing the garage door on the side of the building and replacing it with a window unit for "to-go" orders, and new storefront doors.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program.

SPECIAL CONSIDERATION:

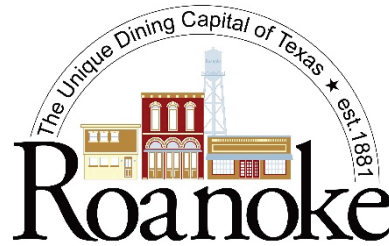
The City Council approved funding in the amount of \$75,000 for the Façade Grant Program for the 2024-2025 fiscal year. Four grants have been awarded this fiscal year with a remaining balance of \$31,576.12 available for future applications.

FINANCIAL CONSIDERATION:

Two façade grants will be considered at the December 10th council meeting. If the project is approved, the remaining balance is \$20,682.26. If all projects considered are approved, the remaining funds for future projects is \$5,682.26.

ATTACHMENTS:

1. 200 N Oak St - Facade Application



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Eva Zweifel Mellema
2. Name of Business: Bayou Jack's Cajun Grill
3. Mailing Address of Applicant: 1656 View Haven Dr. Oak Harbor, Wa 98277
4. Project Address: 200 North Oak St. Ronoake, Tx 76262
5. Does the applicant own the building? X Yes _____ No

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

6. Estimated Project Cost: \$ 21,787.72

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

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$10,893.86
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)
8. Proposed project start date: 01/01/2024
9. Proposed project completion date: 08/23/2024
10. What is (are) the existing uses of the building? Restaurant
11. Will the proposed project result in a change of the use of the building?
Yes _____ No X If Yes, please explain the change _____

12. The following are attached to this application:

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

Applicant is building owner.

The undersigned applicant affirms that:

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

Applicant Signature: Eva Zureicki-Melton Date: 10/22/2024

Business Name: Bayou Jack's Cajun Grill
Address: 200 North Oak Street
Roanoke, Tx 76262
Phone: (817)430-0167

Description of work done to:
Bayou Jack's Cajun Grill
200 North Oak Street
Roanoke Tx, 76262
01/01/2024 – 08/23/2024

1. Paint exterior of building including dumpster enclosure in a weathered brick finish.
2. Remove garage door left side of building and replace with to go food window.
3. Replace front entrance doors with store front doors.

INVOICE

DATE: TO: Bayou Jacks Cajun Grill
Date 01/15/2024 200 N Oak Street
Roanoke, Tx 76262

INVOICE #
1001

CUSTOMER ID:
ABC12345

SALESPERSON JOB	PAYMENT TERMS DUE DATE
Juan Arreguin Construction	Due on completion 1/30/23

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
14	4x12 wood stud	\$7.98	\$111.72
6	Siding	\$78	\$468
1	Screws, nails		\$171
6	Sheet rock	\$18	\$108
1	Plastic window lining	\$98	\$98
6	FRP wall covering	\$60	\$360
1	Molding	\$30	\$30
8	FRP Molding	\$3.50	\$28
1	FRP Glue	\$65	\$65
1	Door Hardware	\$163	\$163
1	Door	\$337	\$337
1	Window	\$258	\$258
1	Paint	\$127	\$127
1	Labor -- Build and install	\$3000	\$3000
1	Remove garage door	\$600	\$600
SUBTOTAL			\$924.72
SALES TAX			
TOTAL			\$924.72

MAKE ALL CHECKS PAYABLE TO JUAN ARREGUIN
Thank you for your business!



Pierce Glazing Contractors

P.O. Box 87
Rhome, TX 76078
817-464-0151

INVOICE

Date	Invoice #
8/23/2024	259

Customer

Bayou Jacks
200 N. Oak St.
Roanoke, TX 76262

Remit To:

Pierce Glazing Contractors
P.O. Box 87
Rhome, TX 76078

Description	Amount
- (1) Pair Black Anodized 6' X 8' Doors w/ Hardware - 1" Insulated Glazing - Demo + Install Labor	5,876.00
	TOTAL: \$5,876.00

INVOICE

January 1, 2024

OICE #

CUSTOMER ID:
FOU200

TO: Bayou Jack's Cajon Grill
200 N. Oak Street
Roanoke, Texas 76262
817.490.7800



SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Wayne	Sales	Due on receipt	1/01/24

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Paint entire exterior of building and trash enclosure		
	Building painted in a used brick finish		
	Entire building painted with Sherwin Williams Superpaint		
	Total includes all primers, paints, materials, labor, and taxes		9987.00
		SUBTOTAL	9987.00
		SALES TAX	
		TOTAL	9987.00

MAKE ALL CHECKS PAYABLE TO SPECTRUM PAINTING
Thank you for your business!

SPECTRUM PAINTING | 3020 ROLLING WOOD LANE | KELLER, TEXAS 76248 | PHONE: 817-235-7532

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

EVA L. ZWEIFEL MELLEMA

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1656 VIEW HAVEN DRIVE

6 City, state, and ZIP code

OAK HARBOR, WA 98277

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

451-86-7621

or

Employer identification number

_____-_____-_____-_____-_____-_____-_____-_____-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Eva L. Zweifel Mellema

Date ►

10/22/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant Request: William Ryan of IYN Holdings LLC - 312 N Oak St.

MEETING DATE: December 10, 2024

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action for a façade grant application from William Ryan of IYN Holdings LLC at 312 N Oak St. Roanoke, TX.

INFORMATION:

A façade grant application was received and reviewed by staff for improvements to the subject property for the amount of \$15,000. The estimated total project cost is \$35,000. The project consists of removing the existing stonework and applying heavy smear for a modern and timeless aesthetic. The exterior of the building will also be repainted and a new front entrance door will be installed.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program.

SPECIAL CONSIDERATION:

The City Council approved funding in the amount of \$75,000 for the Façade Grant Program for the 2024-2025 fiscal year. Four grants have been awarded this fiscal year with a remaining balance of \$31,576.12 available for future applications.

FINANCIAL CONSIDERATION:

Two façade grants will be considered at the December 10th council meeting. If the project is approved, the remaining balance is \$16,576.12. If all projects considered are approved, the remaining funds for future projects is \$5,682.26.

ATTACHMENTS:

1. 312 N Oak St - IYN Holdings - Facade Application



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): William Ryan

2. Name of Business: IYN Holdings LLC

3. Mailing Address of Applicant: 1215 Hackworth St Roanoke 76262

4. Project Address: 312 N Oak St.

5. Does the applicant own the building? ☒ Yes ☐ No

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

6. Estimated Project Cost: \$ 35,000

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

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$15,000

(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)

8. Proposed project start date: Sept 18, 2024

9. Proposed project completion date: Dec 18 2024

10. What is (are) the existing uses of the building? Office space & equipment storage,

11. Will the proposed project result in a change of the use of the building?

Yes ☐ No ☒ If Yes, please explain

Page 2 Façade Grant Program Application

12. The following are attached to this application:

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

The undersigned applicant affirms that:

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

Applicant Signature: William Ryan Date: 11/25/24

Business Name: IYN Holdings Inc.

Address: 1215 Hackworth Dr Roanoke 76262

Phone: 817-390-9701

Facade Grant Application - 312 N. Oak Street

Project Description

This project aims to revitalize the exterior of 312 N Oak St, Roanoke, by enhancing its structural integrity, visual appeal, and functionality. The scope includes the removal of dated stonework and the application of a heavy smear technique over existing brick to provide a modern yet timeless look. A 90"x 60" window unit will be installed to increase natural light and improve the building's aesthetic balance. Cedar corbels will be removed to streamline the design, and the exterior will receive a fresh coat of paint for cohesion and durability. Additionally, new exterior doors will be installed to improve accessibility and security. This project will contribute to the community's historic charm while ensuring the building remains functional and visually appealing.



JSF Renovations LLC
3343 Cambridge Drive
Northlake, TX 76247

Invoice

Date 9/18/2024
Invoice # 78

Bill To
312 N Oak Street

Description	Amount
Remove stone	4,500.00
Heavy smear over brick	3,700.00
Install 9060 window unit	3,300.00
Remove cedar corbels	2,500.00
Paint exterior	10,000.00
Install new exterior doors	11,000.00
Start Date: September 18, 2024	
Completion Date: December 18, 2024	
Checks should be made payable to JSF Renovations and mailed to:	
Total	\$35,000.00

JSF Renovations
3343 Cambridge Drive
Northlake, TX 76247

Zelle: andrew@jsfrenovations.com

Please contact us to pay by credit card. A 3.3% surcharge will be added.

Before



Before



In Progress



In Progress



In Progress

