

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

**FEBRUARY 25, 2025
7:00 PM
500 S. OAK STREET
ROANOKE, TEXAS 76262**

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

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

D. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on February 11, 2025.
2. Consider approval of a Professional Services Agreement between the City of Roanoke and LJA Engineering, Inc. for the Cannon Park Trail Connection.



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

**February 25, 2025
Page 2 of 3**

3. Consider approval of Resolution No. 2025-104R authorizing membership in the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

E. NEW BUSINESS

1. Consideration and action on approval of a joint election agreement and contract for election services with Denton County for the May 3, 2025, Special Election.
2. Consideration and action on approval of a joint election agreement and contract for election services with Tarrant County for the May 3, 2025, Special Election.
3. Consideration and action to appoint one (1) member to the Art and History Trail Committee for an unexpired term ending September 2026.
4. Consideration and action to appoint one (1) member to the Keep Roanoke Beautiful board for a term ending January 2027.

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.

F. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, February 20, 2025, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

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

April S. Hill, City Secretary

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



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

**February 25, 2025
Page 3 of 3**

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



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 02/11/2025 - CC Minutes

MEETING DATE: February 25, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on February 11, 2025.

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

1. CCMin 02-11-2025

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
FEBRUARY 11, 2025
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: Chief of Police Jeff Williams, Parks and Recreation Director Ray McDonald, Public Works Director Shawn Wilkinson, Economic Development Manager Siale Langi, Communication and Public Administrator/Marketing Carissa Katekaru, IT Manager Blake Gore, Human Resources Manager Jamie Seil, and Executive Assistant Babette Welch.

ABSENT: Assistant City Manager Jeriahme Miller.

A. CALL CITY COUNCIL TO ORDER

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

B. ANNOUNCEMENTS

Mayor Gierisch announced the annual Family Valentines Dance will be held on Friday, February 14th, from 7:00 p.m. to 9:00 p.m., stating it has been sold out.

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**

**February 11, 2025
Page 2 of 4**

1. Consider approval of the minutes from the regular City Council meeting held on January 28, 2025.
2. Consider approval to award a bid to Quality Excavation, LLC for the reconstruction and improvements of Dorman Street, between Lois and Byron Nelson, for an amount not to exceed \$1,360,099.00.
3. Consider approval to award a contract to Arlos Group, LLC for the hail damage repairs and restoration of Public Works, Community Pool, Old Fire Station and Old City Hall roofs resulting from the June 2023 hail storm for an amount not to exceed \$274,524.00.

Motion made by Holly Gray second by David Thompson to approve Consent Agenda Items 1 through 3.

Motion carried unanimously.

E. NEW BUSINESS

1. Motion made by Holly Gray second by David Thompson to approve Ordinance No. 2025-102 calling a bond election; providing for the conduct of the election; and enacting other provisions relating to the subject.

Motion carried unanimously.

2. Motion made by Holly Gray second by Bryan Moyers to approve Resolution No. 2025-102R, adopting the Legislative Agenda for the 89th Session of the Texas State Legislature.

Motion carried unanimously.

3. Motion made by Holly Gray second by Bryan Moyers to appoint Hector Ojeah to the Roanoke Economic and Industrial Development Corporation Type A for a term expiring January 2027.

Motion carried 6-1-0. City Council member Brian Darby was opposed.

4. Motion made by Holly Gray second by David Thompson to appoint Jeannie De Fazio to the Planning and Zoning Commission for an unexpired term ending July 2025.

Motion carried 6-1-0. City Council member Hogan Page was opposed.

5. Motion made by Holly Gray second by Hogan Page to appoint Brandi Lewis to the Keep Roanoke Beautiful board for a term ending January 2027.

Motion carried unanimously.

F. EXECUTIVE SESSION



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

**February 11, 2025
Page 3 of 4**

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 CONVENED INTO CLOSED SESSION AT 7:14 P.M.

Section 551.072

To deliberate the purchase, exchange, lease, or value of real property.

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:

- Chapter 380 Economic Development Program Agreement and Performance Agreement by and between the City, the Roanoke Economic and Industrial Development Corporation and Southfork Concepts; and
- Performance Agreement by and between the Roanoke Economic and Industrial Development Corporation and Moon Financial, Inc.

Section 551.087

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

RECONVENE INTO REGULAR SESSION

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

CITY COUNCIL RECONVENED INTO REGULAR SESSION AT 7:45 P.M.

1. **Sections 551.072 of the TEXAS GOVERNMENT CODE** To deliberate the purchase, exchange, lease, or value of real property.

Motion made by Holly Gray second by David Thompson to approve and authorize the Roanoke Economic and Industrial Development Corporation Type A to acquire certain real property on the terms as discussed in executive session.

Motion carried unanimously.

2. **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:

- Chapter 380 Economic Development Program Agreement and Performance Agreement by and between the City, the Roanoke Economic and Industrial Development Corporation and Southfork Concepts;



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

February 11, 2025
Page 4 of 4

Motion made by Holly Gray second by Bryan Moyers to approve a Chapter 380 and Performance Agreement with Southfork Concepts, LLC.

Motion carried unanimously.

- Performance Agreement by and between the Roanoke Economic and Industrial Development Corporation and Moon Financial, Inc.

Motion made by Holly Gray second by David Thompson to approve a Performance Agreement with Moon Financial, Inc. subject to Roanoke Economic and Industrial Development Corporation Type A approval.

Motion carried unanimously.

3. **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.

No action taken.

G. ADJOURNMENT

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 7:46 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Professional Services Agreement

MEETING DATE: February 25, 2025

DEPARTMENT: Parks

ITEM SUMMARY:

Consider approval of a Professional Services Agreement between the City of Roanoke and LJA Engineering, Inc. for the Cannon Park Trail Connection.

INFORMATION:

The professional services agreement between the City of Roanoke and LJA Engineering, Inc. includes landscape architecture and engineering services for the Cannon Park trail connection project. The scope and fee include the trail coordination services, trail design services, trail permitting (as needed), and construction administration. Fees associated with trail permitting (\$91,550) and for right-of-way coordination (\$20,000) will only be charged on an as needed basis and will be deducted from the overall scope and fees if not needed.

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

None

FINANCIAL CONSIDERATION:

The total financial impact if all services proposed in the fee schedule will be \$323,450.00, which is \$23,450.00 over budget. If, based on the survey results, the fees associated with the Trail Permitting section are not needed, there will be a savings of \$91,550.00. Additionally, if the fees associated with the Right-of-Way Coordination can be accomplished in-house, there will be a further savings of \$20,000.00, bringing the overall fee for the project to \$231,900.00.

ATTACHMENTS:



AGENDA ITEM

1. 24-39007 Cannon Park Trail Proposal 25FEB03-3



February 3, 2025

PROPOSAL

Ray McDonald III
City of Roanoke
108 South Oak Street
Roanoke, Texas 76262

Re: Cannon Park Trail
City of Roanoke, Denton County, Texas
LJA Job No. TBD
LJA Proposal No. 24-39007

Dear Mr. McDonald:

LJA Engineering, Inc. is pleased to submit this proposal for the following services in accordance with the terms and conditions set forth in the attached Professional Services Agreement (PSA).

PROJECT DESCRIPTION

LJA Engineering, Inc. (LJA) shall provide Landscape Architecture and Engineering services for the Cannon Park Trail (Project), for the City of Roanoke (Client). Scope and fee herein anticipate the preparation of Design and Construction Documents relevant for the construction for on-site improvements, as shown on Exhibit A:

Trail Program & Amenities

- Trail Improvements (1,200 LF)
- Trail Overlook (01)
- Trail Lighting with City Solar Light
- Site Furnishings
- Trailhead (01)
- Trail Signage & 911 Call Boxes
- Environmental Assessment
- Bidding Services
- Construction Administration

Professional Services

- Landscape Architectures
- Flood Study, Hydrologic & Hydraulic
- Structural Engineering
- TDLR Registration and Review
- Geotechnical Report
- Tree Survey and Preservation Plan
- Design Topography Survey
- Civil Engineering
- Utility Coordination
- Right of Way Coordination
- Railroad Coordination

SCOPE OF SERVICES

Phase 00 – Trail Coordination Services

100. SUBSURFACE UTILITY ENGINEERING - LEVEL D

Conduct a Level D SUE survey/engineering in substantial conformance to American Society of Civil Engineers CI/ASCE 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. Conduct utility records research to assist in identifying utility owners that may have facilities on or be affected by the project. Collect applicable utility owner records. Develop utility composite drawing or equivalent in general conformance to ASCE CI/ASCE 38-02 standards.

105. TOPOGRAPHIC (DESIGN) SURVEY

Perform a field topographic survey in compliance with the standards and specifications of a Category 6, Topographic Survey as defined in the current Manual of Practice for Land Surveying in the State of Texas, published by the Texas Society of Professional Surveyors. The survey shall consist of elevations taken every 100' along street right-of-way; field shots including tops/toes of slopes, and a 50' x 50' grid to complete the topography. Existing perimeter streets, existing on-site structures, visible utility appurtenances, etc. will also be located.

Unless otherwise specified, the survey will be established using physical monumentation to identify the horizontal and physical control for the project area. The vertical control will be adjusted to North American Vertical Datum (NAVD) 88 for orthometric heights and GEOID 18 for geoidal separations with references to published benchmark information (if available).

132. BOUNDARY VERIFICATION

Perform a verification of an existing property owned by or under contract to purchase by the Client. The task will include locating and verifying the correctness of the physical monumentation referenced on the boundary survey plat provided by the Client. Further analysis will be based on the Client's current deeds, current-adjoining deeds, right-of-way maps, current (30 days) Title Commitment together with all identified easements and listed exceptions of record shown on Schedule B contained therein. Client will provide copies of all recorded documents to date filed after their purchase of the property and not listed in the title commitment. If the Client is unable to provide the record documents required for completion of the survey, LJA Surveying would provide this research at an additional fee. LJA Surveying will not make an independent abstract of title or easement estate of the subject property.

The easements and other exceptions listed in Schedule B of the Title Commitment will be located based on the descriptions of record as provided to LJA Surveying. The correction or resolution of erroneous, deficient or ambiguous easement descriptions is not included within this scope. The resolution of boundary conflicts or gaps discovered during the course of this verification is not included within this scope.

This scope assumes a Deed of Record, based on a survey performed by other surveyors at the time of the purchase of the property, is filed with the County and record monuments are in place at the time of verification. The purpose of the boundary verification is for the use of LJA Engineering in the preparation of plans and/or plats and shall not be used in the conveyance of real property.

137. TREE SURVEY

Identify species, size, stem designation, and field-tie location of all trees within the designated area for protected trees 4-inches and greater as measured breast height.

142. THREATENED AND ENDANGERED SPECIES SURVEY

Review the current listings maintained by state (Texas Parks and Wildlife) and federal (U.S. Fish and Wildlife) agencies to evaluate the potential for the existence of critical or irreplaceable habitats, which are considered protected under the Endangered Species Act of 1973. Review and document the biological aspects of the potential habitat to determine if the habitat is desirable or reproductively useful to the specific species. Prepare a technical report summarizing findings and recommendations.

150. RIGHT-OF-WAY COORDINATION

The following right-of-way (ROW) coordination tasks are included within this scope:

- A. Maintain parcel catalogue and acquisition status and provide updates to the City on monthly intervals. Attend project related design meetings as requested.
- B. In accordance with applicable insurance rules and regulations, secure a preliminary title commitment from a title company specified or approved by the City. Advance written authorization from the City is required for any exceptions to title insurance. Any title company charges for preliminary title commitment documents will be paid directly by the City or as a reimbursable expense.
- C. Provide direct coordination with the title company to obtain updated title commitments along with other forms and certified copies of instruments of conveyance necessary when requesting funds from the City for property purchases.
- D. Analyze preliminary title reports to determine potential title issues/concerns and propose methods to cure title deficiencies.
- E. Assist the City with determination of an offer amount, including coordination with a certified appraiser. Costs and fees associated with an appraisal or appraiser services are not included in the ROW Coordination fee and will be paid directly by the City or treated as a reimbursable expense.
- F. Prepare offer letters, memorandum of agreement (if applicable), instruments of conveyance, and any other document(s) required or requested by the City on forms approved by the City. Appraisal reports and appraisal reviews (if applicable) will be analyzed to confirm the City's approved value prior to extending an offer for a parcel.
- G. Contact each affected property owner, or the property owner's designated representative, to present a written offer and provide responses to inquiries. Upon acceptance of the offer by the property owner, maintain follow-up contact with the property owner and secure any other necessary instruments for closing. If a counteroffer is presented by the property owner, present the counteroffer to the City, along with the supporting documentation and a recommendation for response.
- H. Provide closing services in conjunction with the title company and attend closings, as requested by the City.
- I. Ensure recording of all original instruments immediately after closing at the County Clerk's office. Fees for the recording and filing of documents will be paid directly by the City or treated as a reimbursable expense.

- J. House and maintain all working files and documents, to be made available to the City upon request. Upon completion of the project, provide a copy of all electronic files associated with the project to the City.

Relocation assistance services, condemnation support services, or disposal of property services are not included as part of this scope of work.

168. PHASE I SITE ASSESSMENT

Identify, to the extent feasible under the processes prescribed in ASTM E 1527-2013, the potential for recognized environmental conditions; that is, the presence or likely presence of any hazardous substances or petroleum products on the property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into the ground, groundwater, or surface water of the property. The Phase I will have four components, described as follows:

1. Records Review: Obtain and review records that will help identify recognized environmental conditions in connection with the property. Some records will pertain to properties within an additional approximate search distance per ASTM E 1527-2013 in order to help assess the likelihood of potential problems from migrating substances.
2. Site Reconnaissance: Visually and physically inspect the property and adjoining properties - to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles - for evidence of hazardous substances or petroleum products.
3. Interviews: a) Interview owners and occupants, or their designated representatives, to obtain information regarding current and historical uses of the property that may be related to environmental conditions. b) Conduct inquiries of local agency (e.g. fire department, health department) officials or staff members that may have knowledge or records of environmental conditions or incidents related to the property or the surrounding area. Interviews may in the form of personal contact, telephone contact, or written correspondence.
4. Evaluation and Report Preparation: The information gathered from the aforementioned tasks will be evaluated, and the findings will be presented in a report that describes, at minimum, site and vicinity descriptions, current and past uses of the property and adjoining properties, information from records reviews, information from site reconnaissance and interviews, conclusions and opinions of impacts, if any, of recognized environmental conditions. The report will also describe the methodologies used and will include appropriate documentation and exhibits of information used to conduct the assessment. Recommendations for further study, if any, will be provided in a separate document.

169. JURISDICTIONAL WATERS DELINEATION

Identify potential jurisdictional Waters of the U.S. (WOUS) that may be present within the designated area. Provide on-site findings in a report, including a map and photographs, that will include sufficient detail for submittal to the USACE as a request for official determination of the identified WOUS limits. This scope does not include the preparation of a Pre-Construction Notification to the USACE.

250. UTILITY COORDINATION

Engage, facilitate, and schedule up to three (3) Coordination Meetings with the Client and impacted utilities companies. Meeting objectives will include confirmation of requirements, preliminary design discussions with general question and answer, and review of preliminary and approved plans. Provide meeting notes to record items discussed and decisions made.

Upon each submittal milestone to the utility company, schedule and conduct Drawing Deliverable Review/Comment Resolution Meetings with the Client and Utility to discuss submittal review comments related to the Project at the submittal milestones identified below. The number of Drawing Deliverable Review/Comment Resolution Meetings shall not exceed two (02). Meeting objectives will include concept design feedback, comment review discussions, and subsequent submittal expectations, with general question and answer. Provide meeting notes to record items discussed and decisions made.

Upon trail alignment and 100% drawing approval, assist with necessary forms, reports, and/or applications as required to obtain Utility approval to bid and construct the trail adjacent to the utility and/or easement Corridor. Provide coordination between construction contractors and Utility to obtain any appropriate Contractor's Right of Entry agreements, land disturbance permits, and/or other permits required throughout the completion of construction activities.

290. RAILROAD COORDINATION

Engage, facilitate, and schedule up to three (3) Railroad Coordination Meetings with the Client and Union Pacific. Meeting objectives will include confirmation of requirements, preliminary design discussions with general question and answer, and review of preliminary and approved plans. Provide meeting notes to record items discussed and decisions made.

Upon each submittal milestone to Union Pacific, schedule and conduct Drawing Deliverable Review/Comment Resolution Meetings with the Client and Union Pacific to discuss submittal review comments related to the Project at the submittal milestones identified below. The number of Drawing Deliverable Review/Comment Resolution Meetings shall not exceed two (02). Meeting objectives will include concept design feedback, comment review discussions, and subsequent submittal expectations, with general question and answer. Provide meeting notes to record items discussed and decisions made.

Upon trail alignment and 100% drawing approval, assist with necessary forms, reports, and/or applications as required to obtain Union Pacific approval to bid and construct the trail adjacent to the UP Rail Corridor. Provide coordination between construction contractors and Union Pacific to obtain any appropriate Contractor's Right of Entry agreements, land disturbance permits, and/or other permits required by Union Pacific throughout the completion of construction activities.

820. EASEMENT LEGAL DESCRIPTIONS AND EXHIBITS

Prepare a metes and bounds legal description and graphic exhibit for the purpose of describing the location of required separate instrument easements. Each legal description will be prepared based on a field survey of the subject tract or tracts of land affected by the easement. The easement description will meet the current Texas Board of Professional Land Surveying Standards and Procedures of Practice. The descriptions and exhibits will be provided to the Client or Client's agent to be included

as part of the easement documents (prepared by others). A total of 3 temporary and 3 permanent separate instruments are anticipated.

901. GEOTECHNICAL INVESTIGATION

Provide a geotechnical investigation consisting of four (4) soil borings up to 15 feet deep or to the top of the bedrock, whichever is encountered first. The investigation will include laboratory testing of soil samples to assess subsurface conditions, including soil classification, strength, and other relevant geotechnical properties. The collected data will be used to evaluate the required pipeline bedding and embankment design to ensure adequate support and protection for the proposed utility main. This analysis will focus on minimizing potential settlement, mitigating risk to the pipeline, and maximizing the design life of the pipe by providing a stable and durable foundation. Include pavement recommendations as required for new/replacement pavement sections.

Phase 01 – Trail Design Services

305. CONCEPT DESIGN

Prepare graphic concept drawings, generally to scale, to communicate the alignment and vision of the project. Concept design graphics shall consist of plan layouts and elevations necessary to show all proposed improvements.

Based on client feedback from the Project Visioning and Concept Design phase, refine alignment plans into a more developed concept. Concept Design graphics shall consist of plan layouts that communicate the design intent and vision of the project. Materials provided may be used for entitlement and marketing purposes. This scope assumes one Final Concept Design package and one client meeting presentation.

310. 30% SCHEMATIC DESIGN

Prepare one (01) 30% Schematic Design to communicate the intent and vision of the Project. The Schematic Design shall include the layout of proposed improvements, including trail horizontal alignment to demonstrate compliance with applicable Federal, State, and local/stakeholder codes, standards, and requirements.

- A. Horizontal Alignments – Develop one (01) horizontal alignment plan view for the schematic trail design, including existing site features within the Project area along with roadway and waterway crossing locations. The design and development of vertical profiles is excluded. All base-map information and data gathered from the Trail Coordination Services will be used for the development of the horizontal alignment. The plan view will identify existing property lines, existing easements, existing topography, sidewalks, public and franchise utilities, and the recommended trail alignment.
- B. Design for all improvements shall follow current Client standards, supplemented with NCTCOG and TxDOT standards where necessary. Project will follow AASHTO design guidelines for bicycle facilities, unless directed otherwise by the Client.

- C. Prepare a 30% Schematic Design Package submittal milestone, may include the following sheets, in the order below:
- Cover Sheet
 - Demolition Plans and Tree Survey Log
 - Geometric (Dimension Control) Plans and Tables
 - Layout Plans
 - Landscape Plans
- D. In addition to the anticipated improvements described above, 30% Schematic Design plans shall also contain the following base information:
- Project name; and if applicable, the street address, and lot and block description
 - Date, scale, north arrow, and the name of the Licensed Professional preparing the plan
 - Location of existing property lines and/or ROW limits
 - Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the Project
 - Approximate location of known overhead lines (sags if available), subsurface utility lines, and utility easements within the project limits, including the location of utility/power poles, generators, and equipment
- E. Schematic Design plans shall be formatted with black and white line work and a screened-back black and white (gray-tone) aerial photo background with a scale appropriate to illustrate the proposed improvements.
- F. Incorporate all applicable review comments and feedback received during the Comment Resolution Meeting into the preparation of the subsequent submittal milestones described below under Task 325 CONSTRUCTION DOCUMENTS. All Scope of Services for Construction Documentation will not begin until the Client has provided formal Notice to Proceed (NTP) confirming the acceptance of the 30% Schematic Design.

320. OPINION OF PROBABLE COST

Prepare an Opinion of Probable Cost (OPC) at each project milestone/submittal. In lieu of Client-provided unit prices, LJA standard pricing will be used. The estimates will include development costs for site preparation, grading, proposed project improvements, and City permitting fees.

325. CONSTRUCTION DOCUMENTS

Based upon Client approved 30% Schematic Design, prepare construction documents for the Proposed Improvements at 60%, 90%, and 100% milestones for approval by the Client. Upon completion of the plans, process the plans through the City for approval. This task may include the following drawings and deliverables:

- A. Trail and Site Amenities Plan – Provide horizontal control, typical dimensions, standard details, and notes required for the layout of proposed improvements.
- B. Fine Grading – Prepare a grading plan that includes the notes and details required to allow grading for proposed improvements. The grading plan will show existing and proposed contour lines and spot elevations, along with existing utility information.

- C. Planting Plan – Prepare the Planting Plans, Details and Notes required to show all plantings areas and arrangement of plant materials as required by the Client and the overseeing public agency. The quantity, species, size and spacing of all materials will be specified in a plant legend/schedule on the plan.
- D. Technical Specifications – Provide specifications following the Standard CSI Format. Specifications will be submitted at the 90% and 100% submittal milestones. The provided specifications will include all necessary technical specification for the proposed improvements.

346. TDLR PROJECT REGISTRATION AND REVIEW (ADA / TAS COMPLIANCE)

Retain the services of a Registered Accessibility Specialist (RAS) to register the plans with Texas Department of Licensing and Regulation (TDLR), provide design and content review, and inspect all installed improvements to ensure ADA compliance, as required by TDLR.

370. DESIGN COORDINATION

Attend meetings and coordinate with project engineers, Client, Sub-Consultant and others, including sharing of files and coordination meetings, as requested by Client.

This scope assumes one (01) Comment Resolution Meeting to discuss 30% Schematic Design submittal review comments with the Client. Notes will be taken to record items discussed and decisions made during this review meeting. This scope also assumes three (03) Comment Resolution Meetings for the development of the Construction Documentation to discuss each submittal milestone review comments with the Client. Notes will be taken to record items discussed and decisions made during these review meetings.

410. STRUCTURAL ENGINEERING SERVICES

- Attend a maximum of 2 meetings with the client or contractor during the design phase of the project. Each meeting is to be virtual and 2 hours maximum.
- Attend a total of ten (10) design coordination meetings during the 1-year maximum design phase. Each meeting is to be virtual and 1 hour maximum.
- Coordinate with the design team during the 30% schematic development phase to provide input for the structural elements.
- Collect, review and evaluate available data prior to initiating design.
- Coordinate with the geotechnical engineer as needed.
- Design and detail up to 4 unique retaining walls. The retaining walls will accommodate a stone veneer.
- Perform one foundation design for a pole with mounted signs and 911 call boxes.
- Perform one foundation design for a decorative column design for a with 10' maximum height.
- Develop an opinion of probable cost for the structural elements at the 30% submittal, 60% submittal, 90% submittal, and 100% submittal.

425. CIVIL CONSTRUCTION PLANS

Prepare civil construction plans for +/- 1,200 feet of 12-foot wide concrete trail, including dimension control, grading and drainage plans. Design will include grading considerations for approaches to creek crossing per the flood study and environmental assessment requirements.

Based upon the approved 30% Schematic Design, develop design drawings and prepare construction documentation for the project improvements. Submittal milestone dates set forth by the Project Schedule are based on assumed Client and stakeholder submittal review periods of a maximum of two (02) weeks. Review periods exceeding two (02) weeks may impact subsequent submittals and milestone dates.

A. Prepare a 60% Design Development Package submittal milestone, to include the following sheets, in the order below:

- Cover Sheet
- General Notes
- Quantity Summary Sheet(s)
- Typical Sections (As Needed)
- SWPPP Sheets
- Survey Control Plan
- Traffic Control Plan
 - *To include a Narrative with Sequence of Construction and General Notes. The Traffic Control Plan will reference and include TxDOT TCP standards.*
- Erosion Control Plans and Details
- Demolition Plans, Tree Survey Log, and Details
- Geometric (Dimension Control) Plans and Tables
- Layout Plans, Profiles, Grading, and Details
- Drainage Area Map(s)
 - *To include the limits of proposed construction in accordance with the Scope of Work. Drainage Areas will be delineated and flows calculated only for locations where drainage improvements are necessary to convey runoff across the trail. Drainage areas will be based on the survey data along the proposed trail alignment and supplemented with NCTCOG GIS topographical data (2' contours). Drainage Area Maps from record drawings may also supplement data if provided by the Client.*

B. Prepare both the 90% Construction Documents and 100% Bid Package submittal milestones, including the following sheets, in the order below:

- Cover Sheet
- General Notes
- Quantity Summary Sheet(s)
- Typical Sections
- SWPPP Sheets
- Survey Control Plan
- Traffic Control Plan
 - *To include a Narrative with Sequence of Construction and General Notes. The Traffic Control Plan will reference and include TxDOT TCP standards.*
- Erosion Control Plans and Details
- Demolition Plans, Tree Survey Log, and Details
- Geometric (Dimension Control) Plans and Tables

- Layout Plans, Profiles, Grading, and Details
- Electrical Plans, Notes, Schedule(s), and Details
- Drainage Area Map(s)
 - *To include the limits of proposed construction in accordance with the Scope of Work. Drainage Areas will be delineated, and flows calculated only for locations where drainage improvements are necessary to convey runoff across the trail. Drainage areas will be based on the survey data along the proposed trail alignment and supplemented with NCTCOG GIS topographical data (2' contours). Drainage Area Maps from record drawings may also supplement data if provided by the Client.*
- Project Manual with Proposal, Bid Schedule, Technical Specifications (Standard CSI Format), and Bid Forms for all site improvements following City of Roanoke and NCTCOG (3rd Edition) standards and requirements. Technical Specifications will be provided for review at the 90% and 100% submittal milestone.

Note: Prior to the preparation of the subsequent 90% Construction Documents and 100% Bid Package, in accordance with the tasks and responsibilities described herein under Construction Documents, the Client shall understand and not, in coordination with all stakeholders, entities, and/or agencies associated with the design, development, and construction of the Project, deliberately alter the proposed trail alignment established through previously submitted milestone packages. LJA reserves the right to request a contract modification to increase the budget for Construction Documentation services if the actual effort exceeds the budgeted amount after the 60% Design Development Package has been submitted and upon any requested changes to the trail alignment have been received from the Client.

Unless otherwise requested by the Client, construction drawings shall be sheet sizes of 22-inch-wide x 34-inch-long (suitable for half size in 11-inch x 17-inch) format, with black and white line work. Electronic copies of work product components including data, photos, images, text, designs, and cost opinions for project-related use by Client including project budgeting and project coordination/communication are available upon request.

All TDLR, Client, and/or stakeholder comments from the 90% Construction Documents review period will be incorporated prior to the final submittal of the signed and sealed 100% Bid Package.

440. TRAFFIC ENGINEERING SERVICES

The following traffic engineering tasks required to support the submittal of construction documents are included within this scope:

A. SIGNAGE AND PAVEMENT MARKING

- Develop plans showing existing and proposed signage and markings on adjacent roadways within 0.25 miles of the trail.
- Design appropriate connections from the roadway to the trail, e.g., marked crosswalks and rectangular rapid flashing beacons (RRFBs).
- Develop proposed signage and markings plan for the trail, including wayfinding.

B. TEMPORARY TRAFFIC CONTROL

- Develop pedestrian/cyclist detour layout.

C. QUANTITIES AND ESTIMATES

- Provide Summary of Small Signs.
- Complete quantity tables for lighting devices and marking materials.

470. DESIGN COORDINATION

Attend meetings and coordinate as required with the Client, project consultants, and governing agents to obtain approvals and permits as necessary. Tasks may include, but are not limited to, the following:

- Coordination with LA, H&H, survey, environmental, and other project consultants
- Coordination with geotechnical engineer regarding boring locations and paving recommendations and slope stability analysis if required
- Coordination with LA regarding TDLR review
- Review and addressing Client comments

Phase 02 – Trail Permitting (As Needed)

143. ARCHEOLOGICAL RECORDS REVIEW

Review related historical information, including the Texas Historical Commission's (THC) records and property characteristics, to determine if the subject tract possesses sufficient criteria to necessitate a detailed study that would evaluate the potential to contain historical, cultural, or archeological sites of public value. Upon completion of the research, prepare a letter of findings and recommendations for documentation. If a detailed Archeological Pedestrian Survey is recommended, an additional service proposal will be provided.

145. USACE NATIONWIDE PERMIT

Based on engineering construction documents, prepare and a Clean Water Act Section 404 Permit and submit to the USACE for review and approval. Permit package will follow criteria set forth in 33 CFR 330 (Nationwide) ordinance. Task includes two (2) on-site meetings with USACE and/or resource protection agency staff and two (2) meetings with the USACE Fort Worth staff. Consult with the Client, engineering and/or land planner regarding the site development plan and alternatives. If a Wetland Mitigation Plan and design is required, a separate additional services proposal will be provided.

160. FLOOD STUDY

Prepare a flood study for the zone of influence that includes downstream assessment of properties that could be impacted by the proposed trail alignment as compared to existing conditions. Prepare a hydrologic and hydraulic modeling for existing, proposed, and fully developed watershed using the SCS hydrograph method for the 1-year, 5-year, 10-year, 25-year, 50-year, 100-year, and 500-year storm events. Develop the existing conditions hydraulic model and prepare a proposed conditions model for one trail alignment and creek grading to add floodplain storage to mitigate post development conditions. No floodway model will be provided in the current FEMA Zone A.

Assumptions:

- Hydraulic modeling will be performed only on Cade Branch within the project limits through the zone of influence. Should modeling be required on other waterways, it will be accomplished as additional services.
- This scope does not include final design or construction plans for any proposed detention ponds, outlet structures or mitigation grading. No dam safety or spillway design is included with this scope of work.

- No dam breach analysis, operation and maintenance plan development, or emergency action plan is included with this scope of work.
- This scope does not include a Conditional or Letter of Map Revision. A conditional letter of map revision (CLOMR) will be required by the City should the proposed trail result in greater than 1 foot increase in water surface elevation.
- A Letter of Map Revision (LOMR) will be required for the trail alignment that encroaches in the FEMA effective floodplain. These permits take 9-18 months for approval.
- No Floodplain Development permit is included.
- This scope of service does not include any local, state or federal agency fees.

890. LETTER OF MAP REVISION (LOMR)

Upon completion of rough grading and construction of the trail alignment, conduct topographic verification along the creek at cross sections from the flood study. This shall include the location and elevations of natural ground features, top of retaining walls, creek flowlines, top of banks, toe of slope, and other above ground features that are visible.

Prepare and submit a LOMR to the City of Roanoke, Floodplain Administrator. The submittal will include a design report with exhibits, maps, hydrologic and hydraulic models, notification letters and FEMA MT-2 forms. The LOMR will include proposed floodplain modifications determined from the hydraulic modeling. Upon concurrence by the City of Roanoke, the LOMR will be forwarded to FEMA for final review. Currently the FEMA regulations stipulate a review fee for a LOMR that includes man-made improvements at \$8,250. (This is subject to change as the Federal Registry is updated each year). LJA will coordinate with the City of Roanoke, FEMA, and FEMA review consultant, up to two (2) reviews with each reviewing entity. Should additional coordination be required it will be accomplished as Additional Services.

Assumptions:

- Hydraulic modeling will be performed only on Cade Branch within project limits through the zone of influence. Should modeling be required on other waterways, it will be accomplished as additional services.
- No dam safety or spillway design is included with this scope of work.
- This scope does not include a Conditional Letter of Map Revision.
- This study does not include wetlands delineation or coordination for a 404 Permit or TCEQ Water Appropriations permitting, should they be required.
- This scope does not include mitigation modeling in the event an as-built survey shows the grading does not comply with the proposed design.

Phase 03 – Construction Phase Services

340. BIDDING SERVICES

Based on approved construction documents, LJA will perform the following tasks to assist the City during bidding.

- A. Provide final construction plans and project manual to city in electronic format.
- B. Obtain one set of quantities, in Excel and PDF format, for bidding purposes and assemble construction bid documents for the proposed improvements.
- C. Attend one (1) pre-bid meeting.

- D. Respond to RFIs and address questions from bidders and issue addenda as needed in coordination with the city as necessary before final selection of contractor.
- E. Prepare bid tabs for city review.
- F. Review and evaluate contractor qualifications. Review and evaluate to include previous work completed, responses from submitted references, equipment availability, financial resources, and technical experience.
- G. Prepare a formal written recommendation to the City for project award.

345. LANDSCAPE CONSTRUCTION ADMINISTRATION

Based on the approved Construction Documents, review and approve up to twenty-five (25) RFIs, and submittals as requested. Task also includes attendance at up to six (6) client and contractor meetings as requested to review construction per plans and specifications, answer contractor questions, and verify work progress per pay applications.

Make up to six (06) trips to the site to observe contractor progress and plan compliance or answer installation or design questions. Site visits will be made at the request or approval of the Client only. Prepare written reports of their findings and report any discrepancies or issues to the Client. Prepare a final punch list after completion of construction for client review.

Upon construction completion, prepare Final Record Drawings representing all installed improvements for the City's records.

GENERAL CONDITIONS

This Scope is based on the following General Conditions:

- The scope of work herein is for Cannon Park Trail only (shown on Exhibit A) and represents a single, stand-alone project consisting of tasks described herein for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the Project.
- All Phases described herein will be completed consecutively prior to beginning all subsequent Tasks.
- The Project will follow AASHTO, City-Specific, and TxDOT design requirements as applicable.
- Trail and railing improvements will meet current accessibility and AASHTO requirements.
- The trail alignment(s) will be located and designed to avoid and/or minimize impacts to the existing 100-year floodplain limits, creek geomorphology, and creek flows.
- Client, TxDOT, and other franchise utility providers (facilitated by Client) close to or adjacent to the Project area will provide available existing conditions information and base-map data, including master drainage plans, effective FEMA models, and or other approved flood studies prepared for Cade Branch, but not limited to:
 - As-built plans, record drawings, lay drawings, and/or condition assessments for all existing utilities located close to or adjacent to the Project area
 - Construction and/or as-built drawings, if available, for the roadway improvements along Byron Nelson Blvd
 - Current property and easement information
 - Aerial Data
 - Existing or previous environmental reporting
- If required for the Project development, Client shall be responsible for the acquisition of land or obtaining access to private property.

- Scope herein does not include acquiring Right of Entry (ROE). If required for the completion of the Project Tasks, Client shall be responsible for the facilitation and coordination with all impacted utility franchise and/or private property owners for providing access and ROE for any necessary data collection, field assessments, and/or site investigations. Alternatively, a separate proposal for ROE and ROW support can be provided.
- The Client will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to all necessary stakeholders, including correspondence during the submittal review period(s) and providing organized reviews/comments/feedback from all reviewing entities.
- In addition to any base map data provided by the Client (as described above), publicly available and Client-provided data (aerial ortho imagery, NCTCOG contours, record drawings, etc.) will be utilized to supplement Project development outside the limits of survey. All supplemental information will be used in the assessment, review, and design of the proposed improvements.
- The schedule milestone dates are based on an assumed Client and stakeholder submittal review period of a maximum of two (02) weeks. Review periods exceeding two (02) weeks may impact subsequent submittals and milestone dates.
- The survey will be completed in accordance with City of Roanoke specifications, procedures, and standards.
- All meetings described herein will be held virtually, unless otherwise requested by the Client. LJA shall notify Client and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the Project.
- For Client generated changes to the design once Construction Document Preparation is in progress time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
- The Client shall, in a timely manner, provide full information regarding the requirements of the project, including design objectives, constraints and criteria, and any other relevant information; shall designate a representative to act on Client's behalf to examine the documents or the work as necessary and to render decisions related thereto in a timely manner so as to avoid unreasonable delays; and shall furnish all services required for the expeditious completion of the project which are not part of LJA services to be provided under this agreement.
- The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. The Board's address and phone is P. O. Box 12337, Austin, TX 78711, phone: 512-305-9000, fax: 512-305-8900. The Board's web site address is www.tbae.state.tx.us.
- All negotiations and coordination with adjoining property owners will be by Client.
- All entitlements and accompanying engineering documents and/or studies not included herein have been approved.
- Construction contract documents will be prepared by others.
- Pavement section design will be the responsibility of the Client and is not included in this Scope. City standards will be used unless otherwise directed by Client.
- Construction staking is not included within this scope but can be provided as an additional service.

COMPENSATION SCHEDULE

(00) TRAIL COORDINATION SERVICES

100	Subsurface Utility Engineering – Level D	Lump Sum	\$2,000
105	Topographic (Design) Survey	Lump Sum	\$13,000
132	Boundary Verification	Lump Sum	\$9,200
137	Tree Survey	Lump Sum	\$2,500
142	Threatened and Endangered Species Survey	Lump Sum	\$2,500
150	Right-of-Way Coordination	Lump Sum	\$20,000
168	Phase I Site Assessment	Lump Sum	\$4,700
169	Jurisdictional Waters Delineation	Lump Sum	\$4,000
250	Utility Coordination	Lump Sum	\$3,000
290	Railroad Coordination	Lump Sum	\$5,000
820	Easement Legal Descriptions & Exhibits	Lump Sum	\$8,000
901	Geotechnical Investigation	Lump Sum	\$9,500
TOTAL			\$83,400

(01) TRAIL DESIGN SERVICES

305	Concept Design	Lump Sum	\$5,000
310	Schematic Design	Lump Sum	\$10,000
320	Opinion of Probable Cost	Lump Sum	\$3,500
325	Construction Documents	Lump Sum	\$10,000
346	TDLR Project Registration and Review	Lump Sum	\$3,000
370	Design Coordination	Lump Sum	\$5,000
410	Structural Engineering Services	Lump Sum	\$40,000
425	Civil Engineering Services	Lump Sum	\$40,000
440	Traffic Engineering Services	Lump Sum	\$8,000
470	Design Coordination	Lump Sum	\$5,000
Z99	Reimbursable Expenses	T&M	\$1,000
TOTAL			\$130,500

(02) TRAIL PERMITTING (AS NEEDED)

143	Archeological Records Review	Lump Sum	\$2,100
145	USACE Nationwide Permit	Lump Sum	\$10,000
160	Flood Study	Lump Sum	\$38,800
890	LOMR	Lump Sum	\$31,150
Z99	Reimbursable Expenses	Estimated	\$9,500
TOTAL			\$91,550

(03) CONSTRUCTION ADMINISTRATION

340	Bidding Services	Lump Sum	\$5,000
345	Landscape Construction Administration	Lump Sum	\$13,000
TOTAL			\$18,000
GRAND TOTAL			\$323,450

* Sales Tax will be added to these Survey Services

ADDITIONAL SERVICES

Compensation for Additional Services not listed herein or services required due to change in municipal ordinances and/or State legislation will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule below or on a lump sum basis agreed upon at the time the work is authorized.

GENERAL:

- Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
- Client generated changes to the design once Construction Document Preparation has reached the 60% level of completion. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
- Revisions to the plans requested by the Client after the plans are approved, unless necessitated by errors on the plans.
- Design of areas outside the limits of the defined Project site.
- Design and coordination of existing utility relocations and modifications, including, gas, telephone, or other franchise utility improvements outside of the Project site.
- Additional graphic products.
- Additional meetings not identified in the project scope of services.
- Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
- The development of alternative trail alignments along with Trail Alignment Feasibility Studies are excluded.
- The development of trail amenities in addition to the proposed Scope of Work is excluded.

PUBLIC ENGAGEMENT:

- Public Engagement, such as public meetings or hearings, is excluded.
- Community Engagement and coordination with impacted stakeholders, adjacent property owners, and agencies are excluded.

TRAFFIC:

- Preparation of Traffic engineering reports or studies is excluded.
- Roadway/Traffic Modification Plans are excluded.

CONSTRUCTION DOCUMENTATION AND ADMINISTRATION:

- The preparation and development of Construction Documentation beyond the scope of services described above is excluded.
- Construction staking is excluded.
- Value Engineering Services are excluded.
- Construction Administration Services beyond the scope of services described above is excluded.

SUE:

- Quality Level A, B, or C is excluded.
- Permitting is excluded.
- Work Zone Traffic Control is excluded.

SURVEY:

- Field survey of channel cross sections other than what is identified in the scope above is excluded.
- Field survey of area outside the identified project area is excluded.
- Geospatial Survey Services are excluded.
- Right of Entry preparation and coordination is excluded.

ENVIRONMENTAL:

- Environmental services not described in this Scope of Work are excluded.

HYDROLOGIC/HYDRAULIC (H&H):

- Hydrologic/hydraulic (H&H) services not described in this Scope of Work are excluded.

MEP:

- MEP services not described in this Scope of Work are excluded.

REIMBURSABLE EXPENSES:

- Costs for software licenses, logins, trainings, or annual fees are excluded.

If this proposal meets with your approval, please execute proposal and return a copy to us. Your signature below and on the attached PSA will be sufficient authorization to commence the stated work.

We appreciate this opportunity to submit this proposal and look forward to working with you on this project. If you have questions, please call me at 214.451.0928.

Sincerely,

CITY OF ROANOKE

Kirk Wilson, PE, CLARB
Associate Principal

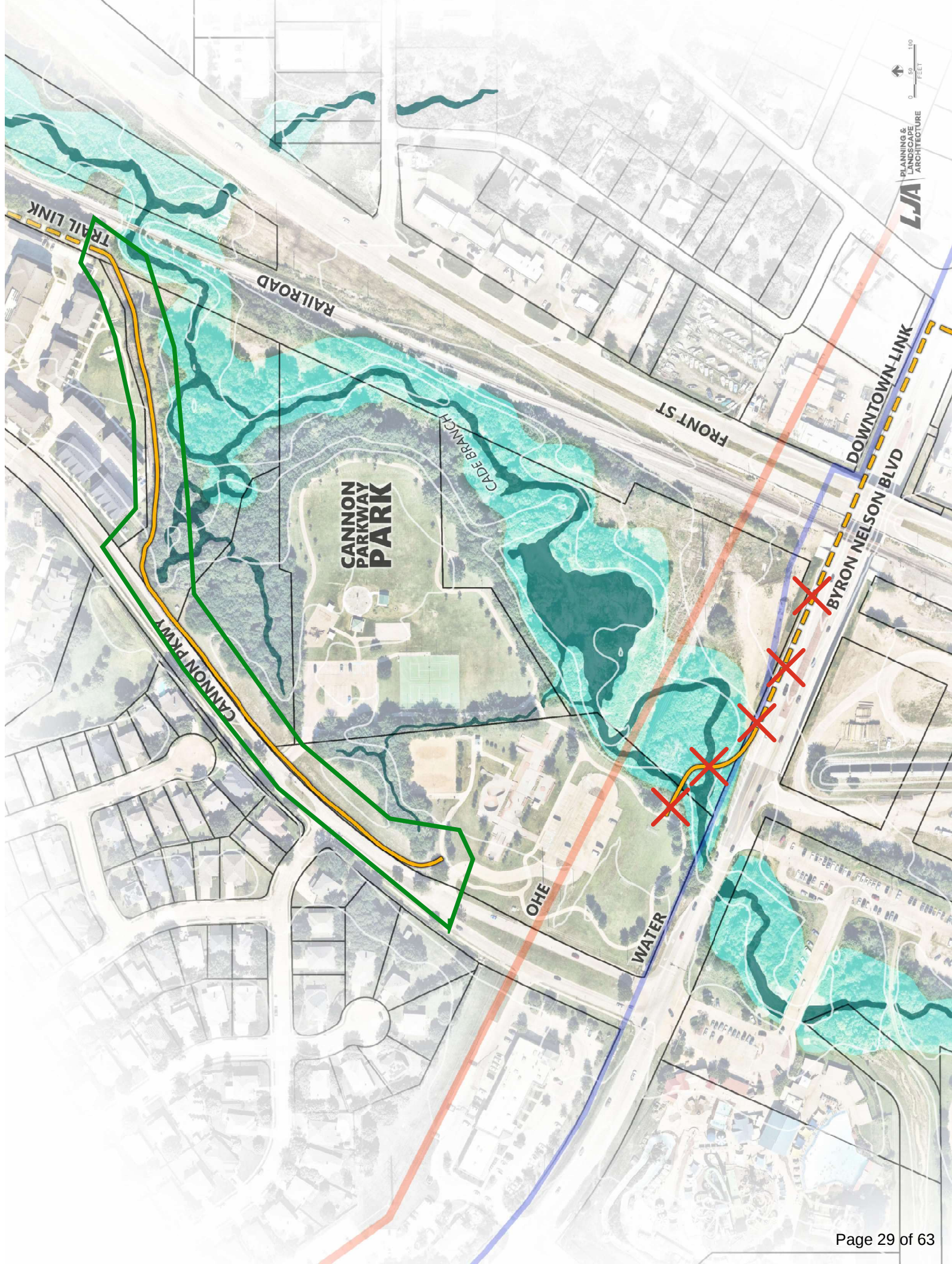
By: _____

Name: _____

Date: _____

Thomas Meurer, PE
Vice President

KW/rr





AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2025-104R - Atmos (ACSC) Assessment

MEETING DATE: February 25, 2025

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of Resolution No. 2025-104R authorizing membership in the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

INFORMATION:

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of 186 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 186 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue



AGENDA ITEM

throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City's membership in ACSC.
- II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2025-104R - Atmos 2025 ACSC Assessment
2. ACSC 2024 Year in review
3. ACSC Master City List
4. 2025 ACSC Invoice-Roanoke

RESOLUTION NO. 2025-104R

A RESOLUTION AUTHORIZING MEMBERSHIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Roanoke is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City would like to become a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

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

I.

That the City is authorized to become a member in the Atmos Cities Steering Committee to protect the interests of the City of Roanoke and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2025 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “City of Arlington, c/o Atmos Cities Steering Committee,” shall be sent to:

City of Arlington
Brandi Stigler
PO Box 90231
Arlington, Texas 76004

PRESENTED AND PASSED on this the 20th day of February, 2025, by a vote of _____ ayes
and _____ nays at a regular meeting of the City Council of the City of Roanoke, Texas.

Carl E. Gierisch, Jr.
Mayor

ATTEST:

April S. Hill
City Secretary

APPROVED AS TO FORM:
City Attorney

BY _____
Jeff Moore

2024 ACSC Newsletter



2024 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2024 that impacted ACSC and what's on the horizon next year.

ACSC Thanks Outgoing President Jennifer Richie

The Atmos Cities Steering Committee offered its sincere thanks in 2024 to Jennifer Richie, who resigned her post as City Attorney for the City of Waco. With her Aug. 12 departure, Ms. Richie also left her post as head of ACSC, a position she has held with distinction since 2014.

Thomas Brocato, general counsel for ACSC, praised Ms. Richie for her leadership. "Jennifer is the consummate professional and a great friend. It has been my pleasure partnering with her over the years."

Waco Mayor Jim Holmes also expressed his thanks. "We are appreciative of Jennifer's contributions to our city — her expertise and dedication have been vital in navigating the complex landscape of municipal governance," he said.

Richie, who received her law degree in 1998 from the Paul M. Hebert Law Center at Louisiana State University, said she is leaving her post to pursue other opportunities. She praised the City of Waco's legal team and said "it has been a true joy" working with her colleagues during a period of unprecedented growth for the city. "I have been so lucky to lead a legal team made up of smart, talented, and diligent professionals," she said. "I am confident that this team will continue to excel and support Waco's growth and development."

On December 17, 2014, ACSC held a quarterly meeting at the Arlington Convention Center during which Ms. Richie was elected as president to replace Jay Doegey, who had retired from the City of Arlington.

With Ms. Richie's departure, the ACSC officers for 2025 are Chair Meg Jakubik, Treasurer David Johnson, and Secretary Lupe Orozco. The vice chair position remains open.



From left: Lloyd Gosselink attorney Jamie Mauldin, outgoing ACSC Chair Jennifer Ritchie, and Lloyd Gosselink attorney Thomas Brocato

ACSC Welcomed New Members in 2024

The Atmos Cities Steering Committee welcomed two new members in 2024 — the town of Bartonville and the city of Llano. Bartonville and Llano became ACSC's 185th and 186th members respectively.

Town of Bartonville. Located eight miles south of Denton in south central Denton County, Bartonville was settled in 1878, and by 1890 had twenty-five residents, a general store, a gristmill, and cotton gin — all owned by the family of the town's namesake, T. Bent Barton. The present town of Bartonville, which incorporated in 1973, continues to grow as part of the general development of the area north of the Dallas / Fort Worth International Airport.

City of Llano. The county seat of Llano County, this Central Texas municipality was founded in 1855 as a frontier trading hub. Various 19th century buildings remain standing in the city's historic downtown area — including the charming Llano County courthouse, which was completed in 1893; and the grey granite building known as the Red Top Jail, built in 1895.

Welcome aboard Bartonville and Llano!

2024 Rate Case Round-Up

Atmos West Texas Seeks \$66.1 Million Hike; ACSC Intervenes for Consumers

Atmos Energy has filed paperwork seeking to increase system-wide base rates in its West Texas Division by approximately \$66.1 million. If approved, annual revenues received from the incorporated areas of that division would increase by approximately \$26.9 million, which equates to 32.27 percent, excluding gas costs. Average monthly residential bills also would go up by about \$16.66, or 10 percent, according to the company's Oct. 25 filing. The company seeks a rate of return of 8.21 percent.

In addition to establishing new rates, the company seeks in its filing to establish a new "System Safety and Integrity Rider" through which it could recover expenses for inspection activities, incremental leak surveying, pipeline integrity testing, and other associated costs. Atmos likewise seeks to obtain approval to recover cloud computing costs through the interim Gas Reliability Infrastructure Program, and it seeks approval to increase limits on recoverable meals and lodging expenditures.

ACSC has intervened in the matter. The case number is 00018879.

Atmos Rev Rider Filing

On Oct. 15, the Texas Railroad Commission ordered a \$38,875,709 reduction in Atmos Pipeline Texas rates, the result of a utility filing earlier in the year through the Rider Revenue Adjustment process.

Under the new Rev Rider Adjustment, the city gate capacity charge decreased by \$.100616, bringing the new charge to \$20.30379. Measured in million British thermal

units of maximum gas quantity flowing over the pipeline system, the charge gets allocated in an indirect fashion to residential customers. According to ACSC calculations, typical bills would decrease by approximately \$1.20 per month as a result.

The effective date was Nov. 1, 2024. More information can be found at the Railroad Commission website, under Case No. 00018176.

Rate Review Mechanism and GRIP

Atmos has a statutory right to an annual rate increase associated with recovery of capital investment made in the preceding 12 months. The statutory right to recovery of capital costs is pursuant to a process referred to as Gas Reliability Infrastructure Program (also known as "GRIP," see below). However, ACSC has always objected to GRIP as piecemeal ratemaking because it does not evaluate rising revenues or declining expenses that may offset the need for a rate increase associated with increased capital investment.

Additionally, cities are not entitled to challenge any portion of a GRIP filing as unreasonable. In response, ACSC negotiated a Rate Review Mechanism ("RRM") with Atmos as a substitute for GRIP. The RRM has no existence in statutes and exists only pursuant to city ordinances.

Environs (areas outside municipal limits) are subject to GRIP, and some non-ACSC member cities have chosen to remain under GRIP. ACSC current rates are lower than GRIP rates, and research has shown that consumer outcomes under the RRM process are generally better than under GRIP.

Atmos RRM Filings

Mid-Tex RRM. On April 1, Atmos Energy filed its annual Rate Revenue Mechanism rate case for the RRM cities of its Mid-Tex Division. The company initially sought a \$196.8 million annual revenue increase on a system-wide basis. The initial request was reduced to \$182.5 million due to limitations in the RRM tariff. ACSC consultants conducted a review of the filing and prepared a report identifying other potential decreases totaling \$32.9 million. The company subsequently agreed to settle for a \$164.7 million increase, or a reduction of \$32.1 million from its initial request.

West Texas RRM. On April 1, Atmos filed its annual RRM request for its West Texas service territory. As filed, the request would have resulted in a \$6.7 million revenue increase for affected customers. The initial request for the utility's West Texas Division was subsequently reduced to \$5.8 million due to limitations in the RRM tariff. Consultants for the Cities Served by Atmos West Texas conducted a review of the filing and prepared a report identifying more potential decreases totaling \$2.7 million. The company subsequently agreed to settle for a \$4.3 million increase, or a reduction of \$2.4 million from its initial request.

Atmos GRIP Filings

Mid-Tex. On May 14, the Texas Railroad Commission approved an interim \$173.4 million increase for the environs in the Atmos Mid-Tex region, of which \$8,529,031 is recoverable from the 97,217 customers subject to the order.

Atmos made the rate request on February 23 under the state's GRIP statute. The residential charge set in the last

environs base rate case in 2018 was \$17.05. Since then, six consecutive GRIP cases have added \$29.06 to the customer charge (including \$6.73 in the current filing). With the new Railroad Commission action, the residential customer charge in the environs will be \$46.11, or more than 170 percent of the charge set in the last rate case. More information in Case No. 00016391.

Atmos West Texas. On May 14, the Texas Railroad Commission approved a \$16.8 million increase for the Atmos West Texas region, of which \$1,379,450 is recoverable from 25,257 customers subject to the order. Atmos made the rate request on February 23 under the state's GRIP statute. The residential charge set in the last base rate case was \$16.10. Since then, six consecutive GRIP cases have added \$19.01 to the environs customer charge (including \$3.62 in the current filing), more than doubling the charge set in the 2018 rate case. With the new Railroad Commission action, the residential customer charge now becomes \$35.11. Find more information in Case No. 00016393.

Atmos Pipeline. On May 14, the Texas Railroad Commission approved an \$82,440,179 million increase for Atmos Pipeline Texas. The company requested the increase on February 27. The increase represents the first such GRIP adjustment for Atmos Pipeline Texas since the last base rate case (Case No. 00013758) in 2023. The adjustment adds \$2.12 to the Atmos Pipeline capacity charge, bringing the total to \$20.35. (The capacity charge is measured in million British thermal units of MDQ, where MDQ is defined as the maximum daily quantity of gas over the pipeline system). Find more information in Case No. 00016396.

RRC Chair Craddick Elected to Third Term

Railroad Commission Chair Christi Craddick has won reelection for her third term to the powerful energy-related regulatory agency.

In addition to regulating the Texas oil and gas industries, the Railroad Commission oversees gas utility regulatory matters. The GCCC intervenes in gas utility rate cases at the Railroad Commission.

As a top campaign issue, Craddick pointed to the growth of the Texas oil and gas industries during her tenure. She also criticized federal regulations intended to reduce emissions and fight climate change but that she said would damage the fossil fuel industries.

Each of Craddick's opponents — Democrat Katherine Culbert, Libertarian Hawk Dunlap, and Green Party Candidate Eddie Espinoza — called for reform, arguing that the fossil fuel industry exerts too much control over the Railroad Commission.

Because the Texas Railroad Commission regulates the economically and politically powerful Texas fossil fuel industry, a seat there has been called one of the nation's most important elected offices relating to energy.

However, the agency has no authority over Railroads, and members of the public often report confusion about the agency's mission.

The elected officials who sit on the three-member commission serve six-year terms and run in staggered elections. As such, one commission is always up for re-election every two years.

All Railroad commissioners have been Republicans since the mid-1990s.

RRC Approves Gas Conservation Program Rules

New regulations to implement House Bill 2263, state legislation that authorized gas utilities to create ratepayer-supported energy conservation programs, received final approval in 2024.

HB 2263 specifies that local gas distribution companies such as Atmos in the Dallas-Fort Worth area and CenterPoint in Houston can offer energy conservation programs to their residential and commercial customers. The legislation also sets forth rules for cost recovery by utilities.

The Texas Railroad Commission adopted the final rules on March 20 after a public comment period and input from various stakeholders, including the Atmos Cities Steering Committee. As adopted, the rules establish a new section in state law, 16 Texas Administrative Code §7.480, that specifically addresses the implementation of Energy Conservation Programs by gas utilities.

The Details

- The new rules create a cost cap for energy conservation programs, such that the maximum rate for them may not exceed a volumetric charge of \$0.20 per Mcf for residential and commercial customers. The rate increase due to an ECP charge would be no more than approximately 1.2 percent of the 2023 average cost of residential gas service in Texas according to the U.S. Energy Information Administration. Various stakeholder groups supported this change.
- The final adopted rules did not include a cost-effectiveness standard for the conservation programs, although commission staff indicated that they may revisit the issue after the program is up and running. ASCC and other stakeholder groups recommended the inclusion of such a standard.
- The rules did not include a contested case prudence review of costs, as recommended by consumer and city groups, including the ACSC.
- The rule included a 120-day deadline in which commission staff must complete its administrative review of an ECP application. This deadline was suggested by ACSC.
- ACSC asked that the Commission allow program modifications more frequently than once every three years. The Commission pointed to its limited staff resources and said that once every year would not be manageable. However, it agreed with ACSC that once every three years is too infrequent, so the Commission included a provision in the final rule to allow new program applications every other year.
- The final rule contemplates an annual review of the ECP rate to ensure rates match ECP costs, as suggested by ACSC. Staff will instruct the local distribution company to adjust its ECP rate for the next program year if the rate needs to be adjusted.

2025 ACSC Meetings

March 6
June 12 — Virtual
September 11
December 11 — Virtual

2025 Officers

Chair—Meg Jakubik (Bedford)
Vice Chair—Open
Secretary—Lupe Orozco (Keller)
Treasurer—David Johnson (Arlington)

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com

Atmos Reports Fiscal Year Earnings for 2024

Atmos Energy made \$2.9 billion in capital expenditures during the fiscal year ending Sept. 30 — an increase from the \$2.8 billion in capital expenditures it made during the prior fiscal year.

The company also expects to make another \$3.7 billion in capital expenditures during the 2025 fiscal year.

Those top-line capital expenditure numbers were among the highlights of a conference call conducted by Atmos executives on Nov. 7. Atmos Energy also released additional regulatory information to investment analysts on the call.

Fiscal Year Data

- Atmos reports that about \$1.3 billion in 2024 capital spending — or 83 percent of this year's \$2.9 billion total — was used to repair and replace transmission and distribution pipelines.
- Atmos reported \$854.5 million in distribution income and \$500.9 million in pipeline income during the 2024 fiscal year. That compares to \$692.6 million in distribution income and \$364.5 million in 2023 pipeline income during the prior fiscal year.
- Some of the key income drivers in 2024 were a \$219.2 million net increase from distribution rate adjustments and \$68.4 million from pipeline rate adjustments.

RRC Makes Big Legislative Ask for IT Funding

The Railroad Commission would receive tens of millions of dollars in additional funding for new hardware, software, and information technology-related capital projects, under a budgeting request issued by the agency in advance of the 89th Texas Legislature.

In all, the commission has requested \$466,560,272 in biennial funding, with revenues from fees and surcharges covering 34.9 percent of its request and tax-supported General Revenue sources comprising 41.2 percent. The federal government will provide 23.3 percent.

But the “last big ask” in its Legislative Appropriations Request is for IT, according to Railroad Commission chairwoman Christi Craddick. “We have to work to get more data,” she said, according to media reports.

Some details:

Microfilm Digitization — \$907,496

The agency endeavors to make all oil and gas records available digitally online for use by the public. However, records held at the district offices won't be completely digitized until the end of the 2025 fiscal year. The agency requests \$907,496 to complete this project.

Oversight and Safety Regulatory Filing Systems — \$6,288,068

The Railroad Commission collects multiple reports with large amounts of data from natural gas utilities

related to the sale of natural gas. The Commission uses this data to audit utility companies and ensure the accuracy of collected Natural Gas Utility Taxes. As such, the agency requests \$6,288,068 to create a new online filing system to make reporting easier for utility companies and an Alternative Fuels Online System to streamline the permitting process for operators.

Data Center Services Adjustment — \$7,700,000

The agency seeks an additional \$7,700,000 to fund Data Center Services (DCS) for the biennium. The agency says the extra funding is needed because its DCS costs are estimated to increase by 50.5 percent beyond the 2024-2025 appropriated amount.

Capital Budget— \$40,844,771

The agency seeks capital spending authority totaling \$40,844,771 for four capital projects: \$21,475,647 for mainframe modernization; \$15,280,374 for Data Center Services capital expenditures; \$3,000,000 for Inspection and Enforcement Tracking and Reporting System upgrades; and \$1,088,750 for new personal computers.

In addition, the agency notes that funding from the 2021 Infrastructure and Investment Jobs Act supports or is anticipated to support several programs including well plugging and site remediation activities, the Commission's Brownfields program, and a program providing for the remediation of pre-1977 mining sites in Texas.

ACSC Master List of Members (186 Total)

- | | | |
|----------------------------|---------------------------|---------------------------|
| 1. Abilene | 63. Fairview | 125. Nocona |
| 2. Addison | 64. Farmers Branch | 126. North Richland Hills |
| 3. Albany | 65. Farmersville | 127. Northlake |
| 4. Allen | 66. Fate | 128. Oak Leaf |
| 5. Alvarado | 67. Flower Mound | 129. Ovilla |
| 6. Angus | 68. Forest Hill | 130. Palestine |
| 7. Anna | 69. Forney | 131. Pantego |
| 8. Archer City | 70. Fort Worth | 132. Paris |
| 9. Argyle | 71. Frisco | 133. Parker |
| 10. Arlington | 72. Frost | 134. Pecan Hill |
| 11. Aubrey | 73. Gainesville | 135. Petrolia |
| 12. Azle | 74. Garland | 136. Plano |
| 13. Bartonville | 75. Garrett | 137. Ponder |
| 14. Bedford | 76. Georgetown | 138. Pottsboro |
| 15. Bellmead | 77. Glenn Heights | 139. Prosper |
| 16. Belton | 78. Grand Prairie | 140. Quitman |
| 17. Benbrook | 79. Grapevine | 141. Red Oak |
| 18. Beverly Hills | 80. Groesbeck | 142. Reno (Parker County) |
| 19. Blossom | 81. Gunter | 143. Rhome |
| 20. Blue Ridge | 82. Haltom City | 144. Richardson |
| 21. Bowie | 83. Harker Heights | 145. Richland |
| 22. Boyd | 84. Haskell | 146. Richland Hills |
| 23. Bridgeport | 85. Haslet | 147. River Oaks |
| 24. Brownwood | 86. Hewitt | 148. Roanoke |
| 25. Bryan | 87. Highland Park | 149. Robinson |
| 26. Buffalo | 88. Highland Village | 150. Rockwall |
| 27. Burkburnett | 89. Honey Grove | 151. Roscoe |
| 28. Burleson | 90. Hurst | 152. Rowlett |
| 29. Caddo Mills | 91. Hutchison | 153. Royse City |
| 30. Canton | 92. Hutto | 154. Sachse |
| 31. Carrollton | 93. Iowa Park | 155. Saginaw |
| 32. Cedar Hill | 94. Irving | 156. Sansom Park |
| 33. Celeste | 95. Justin | 157. Seagoville |
| 34. Celina | 96. Kaufman | 158. Seymour |
| 35. Centerville | 97. Keene | 159. Sherman |
| 36. Cisco | 98. Keller | 160. Snyder |
| 37. Clarksville | 99. Kemp | 161. Southlake |
| 38. Cleburne | 100. Kennedale | 162. Springtown |
| 39. Clyde | 101. Kerens | 163. Stamford |
| 40. College Station | 102. Kerrville | 164. Stephenville |
| 41. Colleyville | 103. Killeen | 165. Sulphur Springs |
| 42. Colorado City | 104. Krum | 166. Sweetwater |
| 43. Comanche | 105. Lakeside | 167. Temple |
| 44. Coolidge | 106. Lake Dallas | 168. Terrell |
| 45. Coppell | 107. Lake Worth | 169. The Colony |
| 46. Corinth | 108. Lancaster | 170. Trophy Club |
| 47. Crandall | 109. Lavon | 171. Tyler |
| 48. Cross Roads | 110. Lewisville | 172. University Park |
| 49. Crowley | 111. Little Elm | 173. Venus |
| 50. Dalworthington Gardens | 112. Little River Academy | 174. Vernon |
| 51. Denison | 113. Llano | 175. Waco |
| 52. Denton | 114. Lorena | 176. Watauga |
| 53. DeSoto | 115. Madisonville | 177. Waxahachie |
| 54. Draper | 116. Malakoff | 178. Westlake |
| 55. Duncanville | 117. Mansfield | 179. Westover Hills |
| 56. Early | 118. McKinney | 180. Westworth Village |
| 57. Eastland | 119. Melissa | 181. Whitesboro |
| 58. Edgecliff Village | 120. Mesquite | 182. White Settlement |
| 59. Emory | 121. Midlothian | 183. Wichita Falls |
| 60. Ennis | 122. Murphy | 184. Wilmer |
| 61. Euless | 123. Newark | 185. Woodway |
| 62. Everman | 124. New Fairview | 186. Wylie |

Atmos Cities Steering Committee
 C/O City of Arlington
 Attn: Brandi Stigler
 PO Box 90231
 Arlington, TX 76004

Invoice

Date	Invoice #
1/30/2025	25-136

Bill To
City of Roanoke

Item	Population	Per Capita	Amount
2025 Membership Assessment	10,798	0.05	539.90
Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee,C/O City of Arlington, Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004		Total	\$539.90



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Denton Co Joint Elections Contract - May 3, 2025 Election

MEETING DATE: February 25, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of a joint election agreement and contract for election services with Denton County for the May 3, 2025, Special Election.

INFORMATION:

Denton County Elections will be conducting the election as it has in the past, for Roanoke's Denton County Voters located in Wards 1, 2, and 3.

STAFF RECOMMENDATION:

Recommend approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. DENTON CO ELECTIONS - 0525 Joint DRAFT Contract
2. DENTON CO ELECTIONS - 0525 Signature Page for Joint Contract

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 3, 2025 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 3, 2025. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at a flat rate of \$78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat \$50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

Election Day – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #9). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 31, 2025) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list of candidates and/or propositions must be completed on the ballot language form provided by the Elections Administrator, the information will preferably be in sentence case format, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of the facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 3, 2025 election will be as follows:

Tuesday, April 22, 2025 through Saturday, April 26, 2025; 8am – 5pm

Sunday, April 27, 2025; 11am-5pm

Monday, April 28, 2025 through Tuesday, April 29, 2025; 7am-7pm

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A100
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and members of the general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entities election for portions outside of Denton County.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location. If an entity requests an Early Voting location outside of their jurisdiction and the request is granted, the participating authority shall be responsible for an equal portion of the actual cost associated with the early voting location requested.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Final determination of Early Voting and/or Election Day locations will be confirmed by the Elections Administrator.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and/or fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$750 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

The fee for programming each participating authority's election will be based on the number of races within their election. The fee schedule is as follows:

Programming Fees	
# of Races	DCEA fee
1-5	\$750.00
6-10	\$1,265.00
11-20	\$1,650.00
21-40	\$2,090.00
41-75	\$2,640.00
76-100	\$3,135.00

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.798
Voter Registration Clerk	\$35.788 - \$37.718
Technology Resources Coordinator	\$50.666
Elections Technician	\$32.593 - \$40.057
Voter Registration Coordinator	\$42.854
Training Coordinator	\$52.800
Election Coordinator	\$35.635

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 3, 2025 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

Entity	Estimate
--------	----------

v.0525

THIS PAGE INTENTIONALLY BLANK.

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 13th day of January, 2025 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 25th day of February, 2025 been executed on behalf of the City of Roanoke pursuant to an action of the Mayor and City Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE CITY OF ROANOKE:

APPROVED:

ATTESTED:

Carl E. Gierisch, Jr., Mayor

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Tarrant Co Joint Elections Contract - May 3, 2025 Election

MEETING DATE: February 25, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of a joint election agreement and contract for election services with Tarrant County for the May 3, 2025, Special Election.

INFORMATION:

Tarrant County Elections will be conducting the election as it has in the past, for Roanoke's Tarrant County voters located in Ward 1.

STAFF RECOMMENDATION:

Recommend approval

SPECIAL CONSIDERATION:

A final contract will not be available until all contracting entities have been confirmed, per the Tarrant County Assistant Elections Administrator.

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 2025 - AHTC Appointment

MEETING DATE: February 25, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint one (1) member to the Art and History Trail Committee for an unexpired term ending September 2026.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2025 - AHTC Application - Lee Lewis
2. 2025 - AHTC Application - Rachele Novelli

RECEIVED

FEB 20 2025

Ward 1

Art & History Trail Committee

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

Meeting Time, Day and Location *

6:30 PM

Third (3rd) Wednesday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

☒ Available to attend on specified day and time

☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

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

☒ Yes

☐ No

Applicant First & Last Name *

Lee Lewis

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

4 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

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

Occupation *

Construction

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

I have worked many Art Walks in Bozeman Montana and my family owns a winery in Aubrey that we have a Art festival/ Sip Shop a couple times a year.

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

Knowledge of reading Construction Plans and Organizing labor.

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

I have worked many Art Walks in Bozeman Montana and my family owns a winery in Aubrey that we have a Art festival/ Sip Shop a couple times a year.

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

☐ Yes

☒ No

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

Google Forms

RECEIVED

FEB 13 2025

Ward 2

Art & History Trail Committee

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

Meeting Time, Day and Location *

6:30 PM

Third (3rd) Wednesday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

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

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

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

- ☒ Yes
- ☐ No

Applicant First & Last Name *

Rachele Novelli

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

10.5 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

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

Occupation *

Teacher/Grade Level Administrator

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

6th grade Social Studies Teacher/World Culture

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

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

Cox PTO President, Compass Youth Server

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

☐ Yes

☒ No

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

Google Forms



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 2025 - KRB Board Appointment

MEETING DATE: February 25, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint one (1) member to the Keep Roanoke Beautiful board for a term ending January 2027.

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

1. 2025 - KRB Application - Marsha Bunny Moore

RECEIVED

FEB 20 2025

Ward 3

Keep Roanoke Beautiful

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

Meeting Time, Day and Location *

6:00 PM

First (1st) Wednesday every other month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

☒ Available to attend on specified day and time

☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

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

☒ Yes

☐ No

Applicant First & Last Name *

Marsha (Bunny) Moore

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

18 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

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

Occupation *

Business Development

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

Organization, teamwork, local growth and positive change development

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

I love working as a team player to uplift everyone to accomplish things especially in making our city a better place for those that live here and those that visit and travel through!

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

PTA, Save the Bees, DFW Keep it Local, animal rescues including rabbit rescue, Around My Town TCRA, Lake Grapevine and others cleanup, Ray of Sunshine Seniors, KAM, many networking groups not for profit, and NABO (neighbors helping neighbors who need free delivery during Covid).

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

☐ Yes

☒ No

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

Google Forms