

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

**MAY 13, 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. PRESENTATION

1. Mayor Gierisch will swear in Corporal Coy Goodson to his new position of Sergeant.
2. Mayor Gierisch will swear in Officer Kasey Shumake to his new position of Corporal.
3. Sally Aldridge, President and CEO of the Metroport Chamber, will present the Metroport Chamber Annual Report.

E. PROCLAMATION



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

**May 13, 2025
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1. Mayor Gierisch will read a proclamation declaring May 18-24 National Public Works Week.

F. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on April 22, 2025.
2. Consider acceptance of the FY2024-2025 Quarterly Financial Report and Investment Report for the period ending March 31, 2025.

G. NEW BUSINESS

1. Consideration and action on approval of Ordinance No. 2025-107 canvassing votes from the Bond Election held on May 3, 2025.
2. Public hearing to consider participation in the Texas Enterprise Zone Program, and the nomination of Behr Process LLC (located at 701 Gateway Parkway, Roanoke, TX 76262) to the Office of the Governor Economic Development and Tourism, through the Economic Development Bank, as a half-enterprise project. (Ordinance No. 2025-108)
3. Consideration and action on approval of Ordinance No. 2025-108 for the first and final reading, nominating BEHR Process LLC for the Texas Enterprise Zone Program.
4. Consideration and action on approval of an agreement between the City of Roanoke and Firefly Development, LLC for public art.

H. EXECUTIVE SESSION

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

Section 551.087

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



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incentive to a business prospect - BEHR Process LLC

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:

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 - BEHR Process LLC

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.

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

I. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, May 8, 2025, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary

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



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

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



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Proclamation - National Public Works Week

MEETING DATE: May 13, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Mayor Gierisch will read a proclamation declaring May 18-24 National Public Works Week.

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

1. 2025 National Public Works Week

Proclamation



National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Roanoke, TX; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Roanoke, TX to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities;

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I Carl E. Gierisch, Jr., Mayor of Roanoke, do hereby proclaim the week of May 18-24, 2025, as

NATIONAL PUBLIC WORKS WEEK

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal to be affixed, this the 13th day of May, 2025.

Carl E. "Scooter" Gierisch, Jr. Mayor

Witness:

April S. Hill, City Secretary





CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 04/22/2025 - CC Minutes

MEETING DATE: May 13, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on April 22, 2025.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 04-22-2025

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
APRIL 22, 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, Hogan Page, Bryan Moyers, and David Thompson; City Manager Cody Petree, City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager Jeriahme Miller, Fire Chief Chris Addington, Chief of Police Jeff Williams, Public Works Director Shawn Wilkinson, Communication and Public Administrator/Marketing Carissa Katekaru, Development Services Manager J.R. Hames, Human Resources Manager Jamie Seil and Executive Assistant Babette Welch.

A. CALL CITY COUNCIL TO ORDER

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

B. ANNOUNCEMENTS

City Manager Cody Petree announced the annual Roanoke Roundup event will be held on Saturday, May 3rd, Noon to 9:00 p.m.

City Manager Cody Petree announced election day is Saturday, May 3rd.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION

1. Communication and Public Administrator/Marketing Carissa Katekaru presented the new City website design to Mayor and City Council.



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

**April 22, 2025
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E. PROCLAMATION

1. Mayor Gierisch read a proclamation declaring May 1, 2025, as National Day of Prayer.
2. Mayor Gierisch read a proclamation in honor of Mugs Cafe and Bakery 30th Anniversary.

F. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on April 8, 2025.
2. Consider approval of an agreement between the City of Roanoke and Convergent for electronic security.

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

Motion carried unanimously.

G. NEW BUSINESS

1. Public hearing to consider a rezoning application for 212 N. Oak Street, City of Roanoke, Denton County, Texas, by changing the zoning for said property from Oak Street Corridor Zoning District – Oak Street Zone to Oak Street Corridor Zoning District – Oak Street Zone - Specific Use Permit (SUP) to allow Amusement-Commercial (Outdoors) Use. (SUP-2025-02 / Ordinance No. 2025-103).

No action taken on this item.

2. Consideration and action on a Specific Use Permit (SUP 2025-02) request from Ken Goodman, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for Lot 9, Block 14 of the O T Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Oak Street Corridor Zoning District - Oak Street Zone to Oak Street Corridor Zoning District - Oak Street Zone – Specific Use Permit to allow amusement commercial (outdoors) use for 212 N Oak Street. The property is generally located on the east side of N Oak Street at the southeast corner of N Oak and Austin Street. (Ordinance No. 2025-103).

No action taken on this item.



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

April 22, 2025
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H. EXECUTIVE SESSION

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

CITY COUNCIL CONVENED INTO CLOSED SESSION AT 7:17 P.M.

Section 551.087

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

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 7:36 P.M.

1. **Sections 551.072 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.

I. ADJOURNMENT

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 7:36 p.m.
Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: FY2024-2025 Quarterly Report Ending March 31, 2025

MEETING DATE: May 13, 2025

DEPARTMENT: Administration

ITEM SUMMARY:

General Fund

The General Fund's FY 2025 includes a strategic use of accumulated fund balance for two primary purposes: (1) to pay off the remaining principle of three bond issues, enabling the City to operate on a lower tax rate while saving over half a million dollars in future interest payments, and (2) a payment of \$2.1 million to CitiGroup in order to fulfill the final two payments of an economic development agreement. Similarly, the City annually budgets for use of fund balance for non-recurring operating items. When taking these into account, the General Fund budget balances ongoing revenue with ongoing expenses. Additionally, interfund transfers appear much higher than in previous years due to a transfer of \$4m to the Debt Service Fund as well as transfers in from the CCPD and REIDC Funds to pay for their share of public safety and parks costs, respectively. The transfers in from these funds will be an annual process to balance costs with the legal use of restricted funds.

Sales Tax

The City's has collected five months' worth of sales tax for FY 2025. The first month brought a solid increase of 5% over October of FY24. However, the second month showed a major anomaly in our favor by way of positive audit collections for Roanoke amounting to over \$2.5 million this period. This is roughly 10% of the City's annual sales tax budget. This audit adjustment is clearly a major windfall for the City, and collections from present-day retail purchases are up almost 5% over FY24. This yields a total revenue increase of \$3.47m this year, with \$470,000 of that coming from organic growth in consumer spending. With economic uncertainty ahead of us, Roanoke will be conservative in forecasting sales tax revenue for the upcoming fiscal year's budget and beyond.

Utilities Fund

FY 2025 represents the second year of rate adjustments for our water and sewer services. While water rates remained static, sewer rates were increased by 26%. This adjustment represents a multi-year effort to make the sewer utility self-supporting instead of relying on water rate revenue to subsidized its costs. Additionally, the Utility



AGENDA ITEM

Fund as a whole is budgeted to utilize \$208,000 in available cash balance to pay off its portion of the three bond issues the City will pay off in this fiscal year. When taking the strategic use of fund balance into account, the Utility Fund is operationally balanced, with ongoing revenues being sufficient enough to cover ongoing expenses. While the water utility continues to subsidize wastewater services in FY 2025, this imbalance will be corrected with future rate adjustments over the next 4-5 years. Currently, the Fund is running an expected deficit of \$350,000.

Debt Service Fund

The City's Debt Service Fund is budgeted to post a surplus of \$62,500 due to higher anticipated interest income and delinquent/penalty property tax revenue. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. The issuance of debt in November 2024 did result in over \$600,000 in issuance costs posted to this fund, although most of the fund's property tax revenue hit in January/February of this year before further expenses were posted. The City has consistently issued debt for capital projects since at least 2014, although a large portion is paid from sales tax revenue instead of our debt service levy. Approximately 62% of the FY25 debt service payments are fully secured by property taxes. The largest recent issue, however, is to finish out the construction of a new public safety and courts building, paid for through CCPD sales taxes.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2025 2nd Quarterly report

Financial Report - Second Q, 2025

% of year Completed 50%

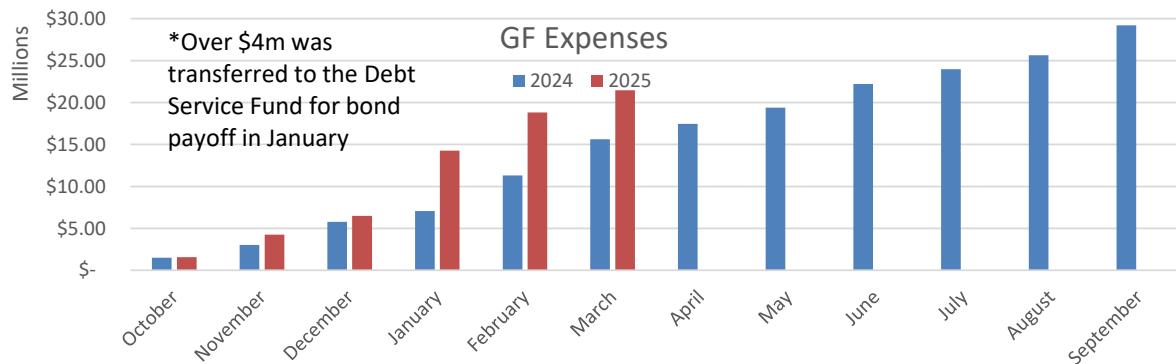
General Fund

% of Budget Spent 52%

	FY25 Budget	FY25 YTD	% of Budget	FY24 YTD	FY24% of Budget
Revenues	\$ 32,993,912	\$ 21,473,065	65%	\$ 16,187,056	61%
Expenditures	\$ 41,243,337	\$ 21,471,016	52%	\$ 15,617,462	55%
	\$ (8,249,425)	\$ 2,049		\$ 569,594	

*FY25 includes one-time costs for economic development and debt defeasance.

The General Fund's FY 2025 includes a strategic use of accumulated fund balance for two primary purposes: (1) to pay off the remaining principle of three bond issues, enabling the City to operate on a lower tax rate while saving over half a million dollars in future interest payments, and (2) a payment of \$2.1 million to CitiGroup in order to fulfill the final two payments of an economic development agreement. Similarly, the City annually budgets for use of fund balance for non-recurring operating items. When taking these into account, the General Fund budget balances ongoing revenue with ongoing expenses. Additionally, interfund transfers appear much higher than in previous years due to a transfer of \$4m to the Debt Service Fund as well as transfers in from the CCPD and REIDC Funds to pay for their share of public safety and parks costs, respectively. The transfers in from these funds will be an annual process to balance costs with the legal use of restricted funds.



General Fund Highlights

Revenue (FY25/FY24)

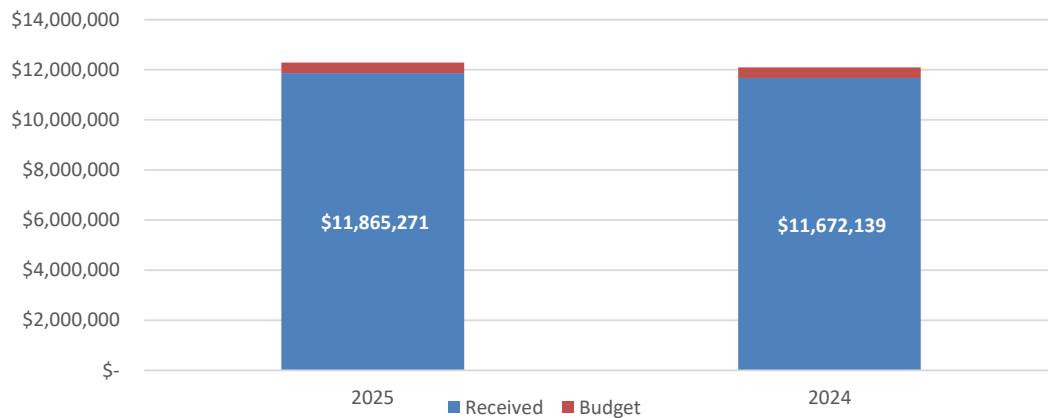
Property Tax	\$447k	Sales Tax	\$837k	Franchise Tax	\$1,031k
Svc. Charges	\$208k	Other Revenue	\$2,763k	Total Rev	\$5,286k

Expenditures (FY25/24)

Personnel	\$2,740k	Maint./Utilities	-\$550k	Supplies	-\$98k
Capital	-\$317k	Transfers	\$4,078k	Total Exp	\$5,854k

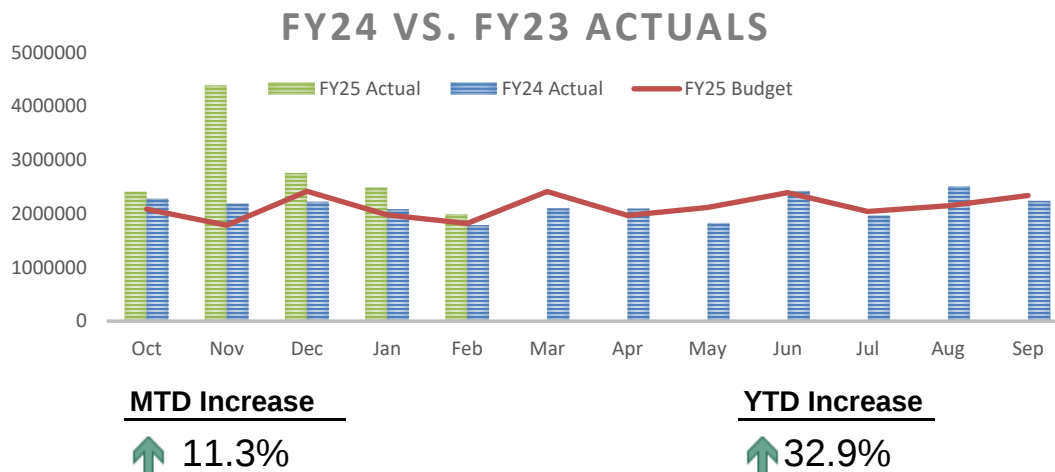
Financial Report - Second Q, 2025

Revenue Highlight: Property Tax



Roanoke anticipates receiving \$12.2m in current property taxes, which is a 4% increase over FY24. This increase amounts to \$500,000 in additional revenue, all of which go toward funding service operations in the General Fund. Because Council has decided to pay off three bond issues early, thereby saving future principle and interest payments, property taxes dedicated to debt service this year will be lower than the City collected in FY 2024. State tax calculations stipulate that cities can only raise 3.5% more in operating revenue over the previous year, not including new development. However, for cities under 30,000 in population, such as Roanoke, a rate that raises an additional \$500,000 in property taxes is permissible. This is the rate Roanoke adopted for FY25.

Revenue Highlight: Sales Tax



The City's has collected five months' worth of sales tax for FY 2025. The first month brought a solid increase of 5% over October of FY24. However, the second month showed a major anomaly in our favor by way of positive audit collections for Roanoke amounting to over \$2.5 million this period. This is roughly 10% of the City's annual sales tax budget. This audit adjustment is clearly a major windfall for the City, and collections from present-day retail purchases are up almost 5% over FY24. This yields a total revenue increase of \$3.47m this year, with \$470,000 of that coming from organic growth in consumer spending. With economic uncertainty ahead of us, Roanoke will be conservative in forecasting sales tax revenue for the upcoming fiscal year's budget and beyond.

Financial Report - Second Q, 2025

% of year Completed 50%

Water/Sewer Utility Fund

% of Budget Spent 49%

	FY25 Budget	FY25 YTD	% of Budget	FY24 YTD	FY24% of Budget
Revenues	\$ 11,102,020	\$ 5,220,704	47%	\$ 4,011,146	51%
Expenditures	\$ 11,310,616	\$ 5,570,504	49%	\$ 4,331,675	49%
	\$ (208,596)	\$ (349,801)		\$ (320,529)	

*Planned use of reserves for debt defeasance

Wastewater Summary

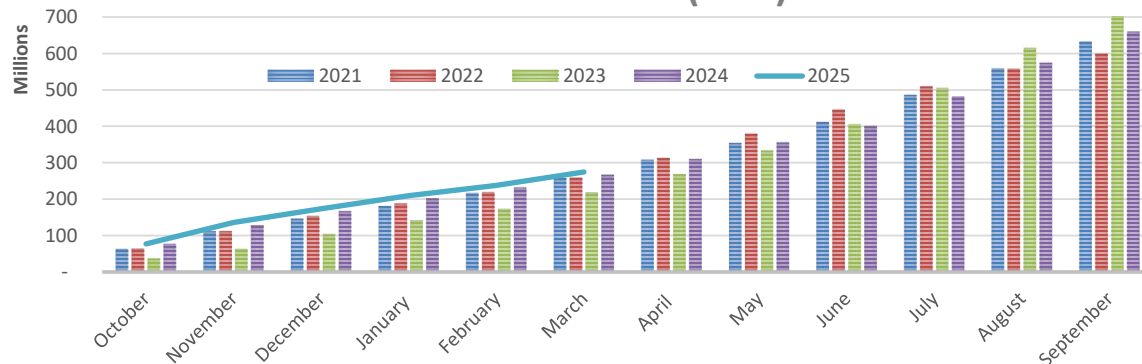
	FY25 Budget	FY25 YTD
Revs	\$ 4,800,851	\$ 2,206,025
Exps	\$ 5,001,628	\$ 2,283,020
Net	\$ (200,777)	\$ (76,995)

Water Summary

	FY25 Budget	FY25 YTD
Revs	\$ 6,301,169	\$ 3,014,679
Exps	\$ 6,308,988	\$ 3,287,484
Net	\$ (7,819)	\$ (272,806)

FY 2025 represents the second year of rate adjustments for our water and sewer services. While water rates remained static, sewer rates were increased by 26%. This adjustment represents a multi-year effort to make the sewer utility self-supporting instead of relying on water rate revenue to subsidize its costs. Additionally, the Utility Fund as a whole is budgeted to utilize \$208,000 in available cash balance to pay off its portion of the three bond issues the City will defease in this fiscal year. When taking the strategic use of fund balance into account, the Utility Fund is operationally balanced, with ongoing revenues being sufficient enough to cover ongoing expenses. While the water utility continues to subsidize wastewater services in FY 2025, this imbalance will be corrected with future rate adjustments over the next 4-5 years. Currently, the Fund is running an expected deficit of \$350,000.

WATER USAGE (MG)



Expenditures (FY25/24)

Personnel	-\$221.4k	Maint./Utilities	-\$49.2k	Supplies	-\$1.5k
Capital	-\$17.8k	Transfers	\$1,529k	Total Exp	\$1,239k

Financial Report - Second Q, 2025

% of year Completed

50%

Special Revenue Funds

% of Budget Spent

47%

REIDC Fund	FY25 Budget	FY25 YTD	% of Budget	FY24 YTD	FY24% of Budget
Revenues	\$ 6,573,442	\$ 3,797,509	58%	\$ 3,363,804	54%
Expenditures	\$ 9,432,370	\$ 4,467,960	47%	\$ 4,280,846	49%
	\$ (2,858,928)	\$ (670,452)		\$ (917,042)	

*Planned use of \$2.8m in reserves for capital projects and other one-time costs

CCPD Fund	FY25 Budget	FY25 YTD	% of Budget	FY24 YTD	FY24% of Budget
Revenues	\$ 6,423,442	\$ 3,089,033	48%	\$ 2,186,748	36%
Expenditures	\$ 8,048,026	\$ 2,279,661	28%	\$ 1,777,067	32%
	\$ (1,624,584)	\$ 809,373		\$ 409,680	

*Planned use of \$1.6m in reserves for capital projects and other one-time costs

Special Events	FY25 Budget	FY25 YTD	% of Budget	FY24 YTD	FY24% of Budget
Revenues	\$ 1,142,000	\$ 540,092	47%	\$ 573,482	71%
Expenditures	\$ 1,131,908	\$ 606,153	54%	\$ 479,893	40%
	\$ 10,092	\$ (66,061)		\$ 93,589	

Hotel Tax Fund	FY25 Budget	FY25 YTD	% of Budget	FY24 YTD	FY24% of Budget
Revenues	\$ 151,800	\$ 74,712	49%	\$ 61,570	44%
Expenditures	\$ 148,407	\$ 47,500	32%	\$ 102,350	75%
	\$ 3,393	\$ 27,212		\$ (40,780)	

NOTE: The REIDC Fund planned for higher spending in FY24 on Parks capital and operations than was actually expensed. A portion will be spent in FY25, but all other savings will remain in the fund's cash balance for future appropriation.

Special Revenue Funds Highlights

Revenue (FY24/FY23)

Sales Tax	\$1,323k	Misc. Rev	\$35.2k	Interfund	-\$25.0k
					
Service Charge	-\$21.9k	Licenses	-\$23.7k	Total Rev	\$1,316k
					

Expenditures (FY24/23)

Personnel	-\$1,096.2k	Maint./Utilities	-\$312.9k	Supplies	-\$8k
					
Capital	\$141.2k	Transfers	\$2,092.2k	Total Exp	\$761k
					

Financial Report - Second Q, 2025

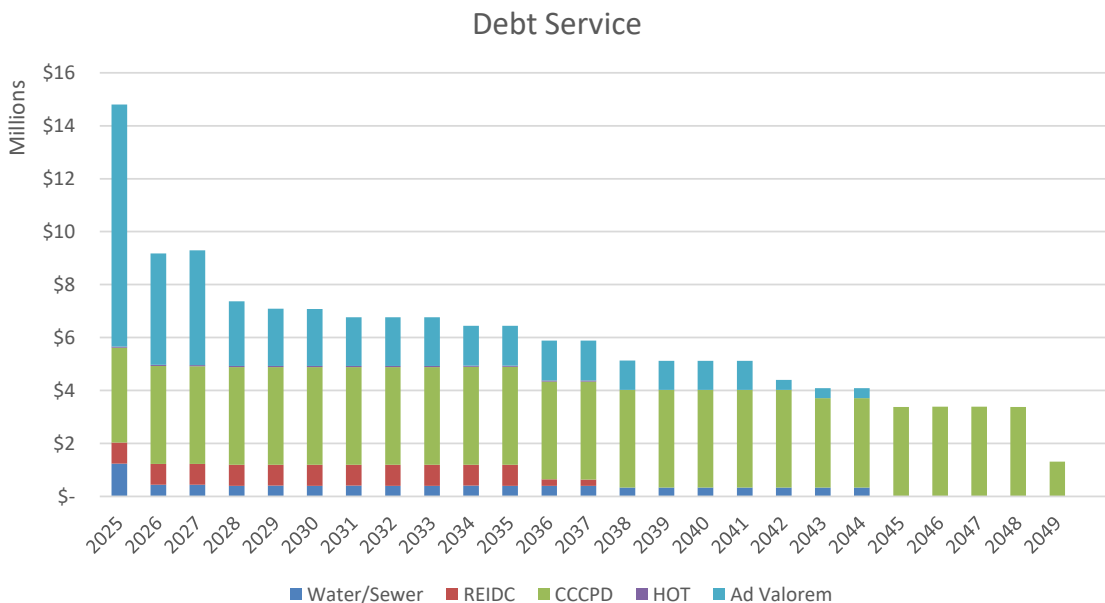
Debt Service Fund

% of year Completed 50%

% of Budget Spent 53%

	FY25 Budget	FY25 YTD	% of Budget	FY24 YTD	FY24% of Budget
Revenues	\$ 12,294,276	\$ 9,805,482	80%	\$ 5,538,394	95%
Expenditures*	\$ 12,231,752	\$ 6,503,613	53%	\$ 1,512,395	26%
	\$ 62,524	\$ 3,301,869		\$ 4,025,999	

The City's Debt Service Fund is budgeted to post a surplus of \$62,500 due to higher anticipated interest income and delinquent/penalty property tax revenue. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. The issuance of debt in November 2024 did result in over \$600,000 in issuance costs posted to this fund, although most of the fund's property tax revenue hit in January/February of this year before further expenses were posted. The City has consistently issued debt for capital projects since at least 2014, although a large portion is paid from sales tax revenue instead of our debt service levy. Approximately 62% of the FY25 debt service payments are fully secured by property taxes. The largest recent issue, however, is to finish out the construction of a new public safety and courts building, paid for through CCPD sales taxes. All current bond payments are scheduled as follows:



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

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



For the Quarter Ended

March 31, 2025

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

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

Cody Wayne Petree

Cody Petree - City Manager

Richard Kyle Lester

Kyle Lester - Finance Direction

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

Summary

Quarter End Results by Investment Category:

<u>Asset Type</u>	<u>December 31, 2024</u>		<u>March 31, 2025</u>		
	<u>Book Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>
MMA	\$ 13,702,616	\$ 13,702,616	\$ 33,111,821	\$ 33,111,821	2.17%
Pools	54,767,327	54,767,327	40,416,733	40,416,733	4.41%
CDs/Securities	20,403,233	20,403,233	18,451,109	18,451,109	4.72%
Totals	\$ 88,873,177	\$ 88,873,177	\$ 91,979,664	\$ 91,979,664	3.67%

<u>Average Yield - Current Quarter (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	3.67%	Total Portfolio	N/A
Rolling Three Month Treasury	4.34%	Rolling Three Month Treasury	4.45%
Rolling Six Month Treasury	4.34%	Rolling Six Month Treasury	4.49%
TexPool	4.33%	TexPool	4.45%

<u>Interest Earnings</u>	
Quarterly Interest Income	\$ 935,567 Approximate
Year-to-date Interest Income	\$ 1,911,902 Approximate

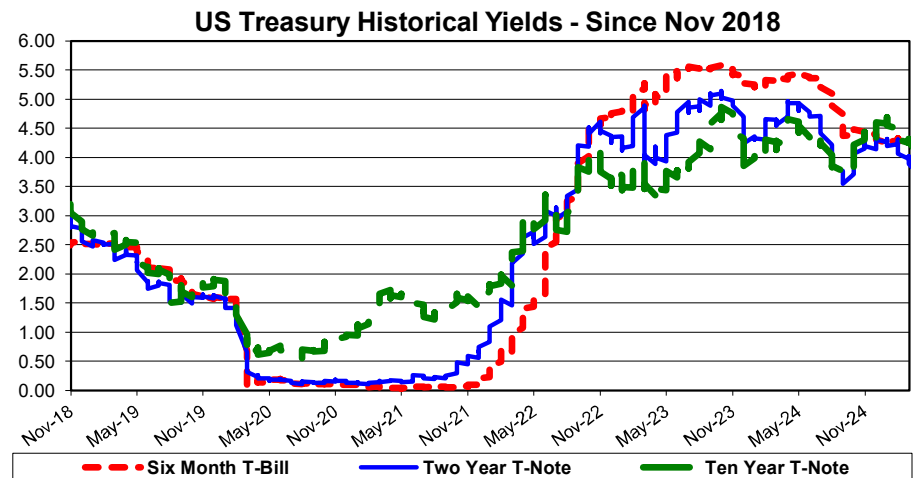
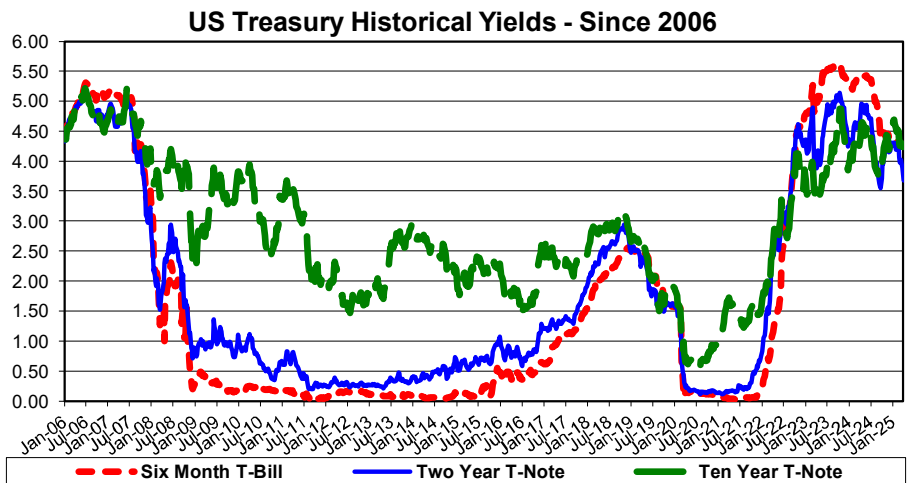
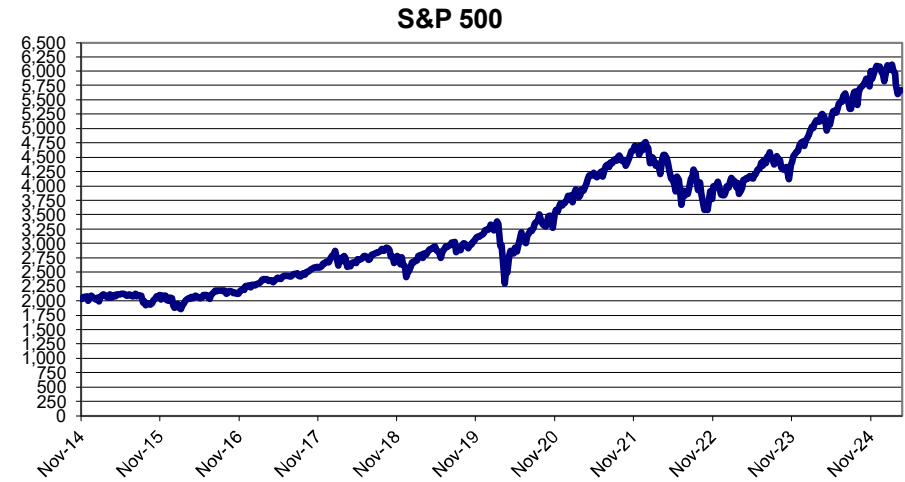
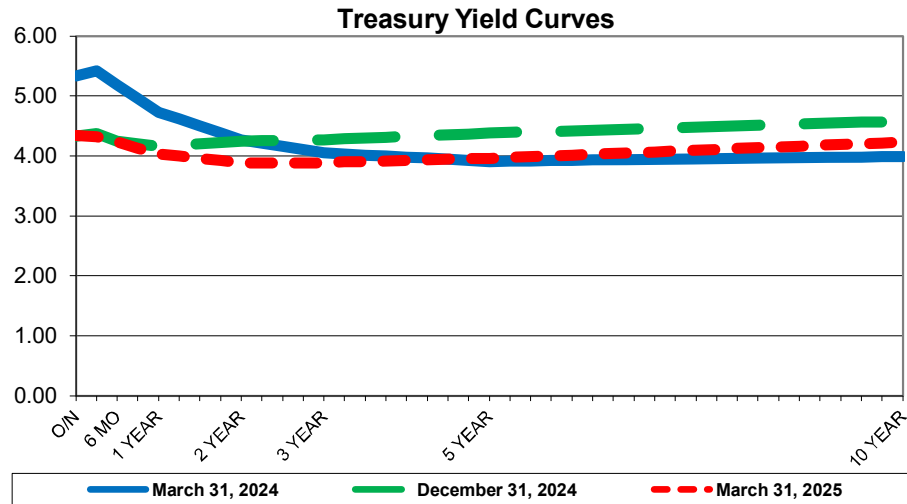
(1) **Average Yield - Current Quarter** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

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

Economic Overview

3/31/2025

The Federal Open Market Committee (FOMC) kept the Fed Funds target range at 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts are volatile with current estimates at four 0.25% cuts projected during 2025. March Non-Farm Payroll increased to +228k new jobs, but the Three Month Rolling Average decreased to +152k (from the previous +200k). Fourth Quarter 2024 final GDP ticked up to +2.4% with 2.8% expansion for all of 2024. The S&P 500 Stock Index dipped +/-3% in March to under 5,600. The yield curve flattened with a slight checkmark shape. Crude Oil bounced +/- \$70 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.1%). Declining global economic outlook and ongoing/expanding international political disruptions increases uncertainty.



Investment Holdings

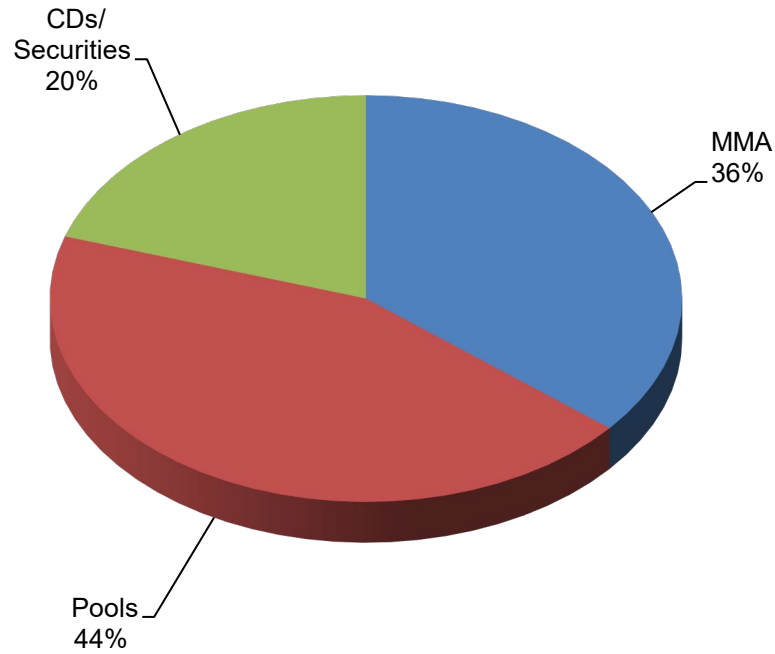
March 31, 2025

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
JPMorgan Chase Bank MMA		2.17%	04/01/25	03/31/25	\$ 33,041,916	\$ 33,041,916	1.00	\$ 33,041,916	1	2.17%
Prosperity Bank MMA		1.62%	04/01/25	03/31/25	69,905	69,905	1.00	69,905	1	1.62%
Texas Class LGIP		4.44%	04/01/25	03/31/25	17,366,897	17,366,897	1.00	17,366,897	1	4.44%
LOGIC LGIP		4.46%	04/01/25	03/31/25	9,684,012	9,684,012	1.00	9,684,012	1	4.46%
TexSTAR LGIP		4.34%	04/01/25	03/31/25	13,365,824	13,365,824	1.00	13,365,824	1	4.34%
East West Bank CD		5.12%	05/12/25	08/12/24	3,099,230	3,099,230	100.00	3,099,230	42	5.25%
American Nat'l B&T CDARS		5.15%	08/09/25	08/08/24	1,033,857	1,033,857	100.00	1,033,857	131	5.28%
East West Bank CD		4.41%	08/18/25	11/18/24	2,032,642	2,032,642	100.00	2,032,642	140	4.51%
First Bank Texas CD		5.00%	09/17/25	09/17/24	2,050,104	2,050,104	100.00	2,050,104	170	5.12%
East West Bank CD		4.35%	11/12/25	11/12/24	3,050,472	3,050,472	100.00	3,050,472	226	4.45%
East West Bank CD		4.25%	02/12/26	02/12/25	3,098,496	3,098,496	100.00	3,098,496	318	4.34%
First Bank Texas CD		4.50%	03/17/26	09/17/24	2,556,309	2,556,309	100.00	2,556,309	351	4.89%
First Bank Texas CD		4.00%	09/17/26	09/17/24	1,530,000	1,530,000	100.00	1,530,000	535	4.07%
					\$ 91,979,664	\$ 91,979,664		\$ 91,979,664	47	3.67%
									(1)	(2)

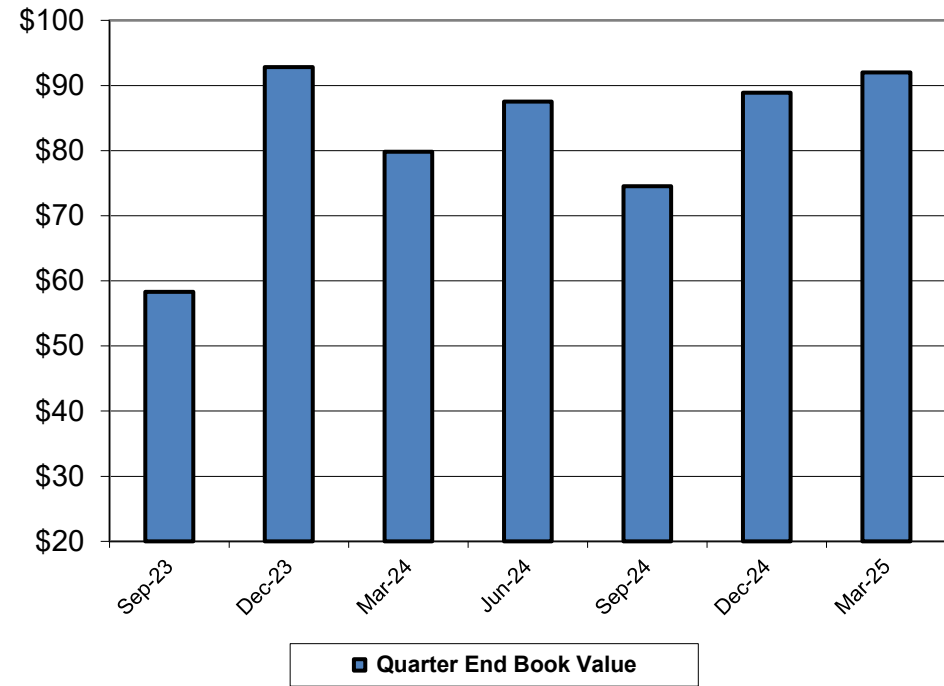
(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

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

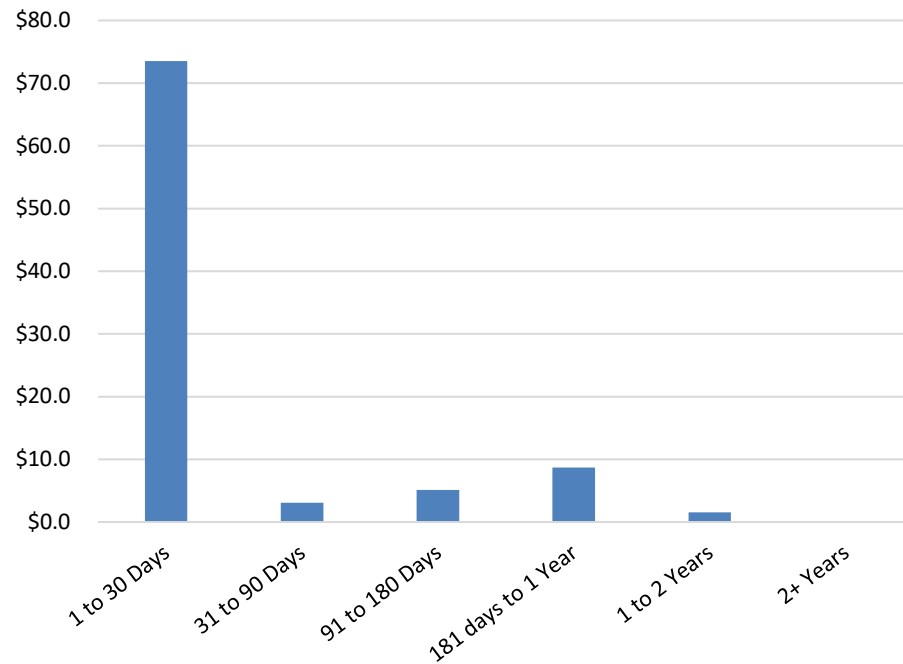
Portfolio Composition



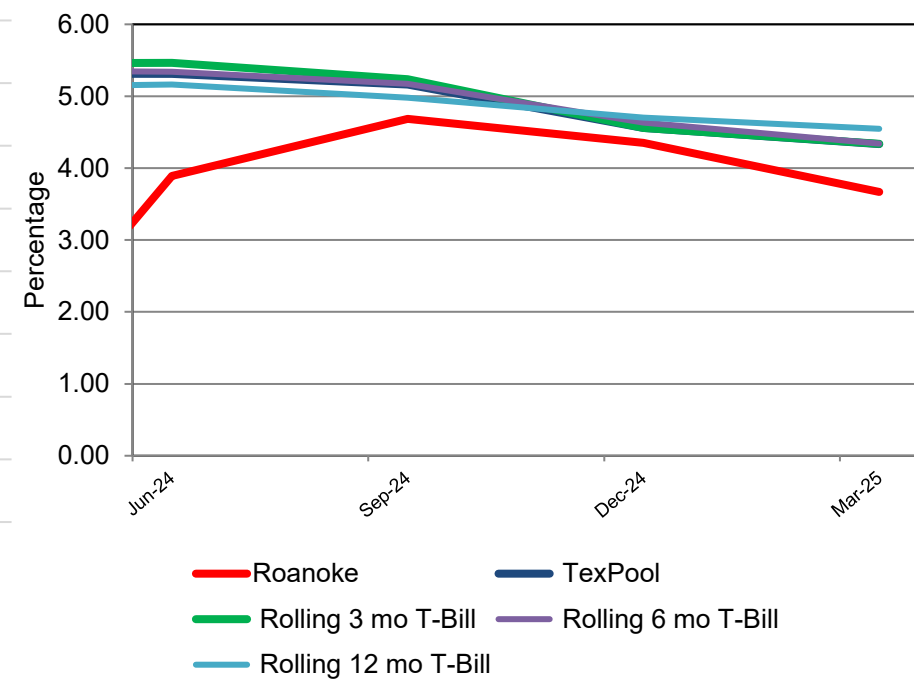
Total Portfolio (Millions)



Distribution by Maturity (Millions)



Total Portfolio Performance



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/24	Increases	Decreases	Book Value 03/31/25	Market Value 12/31/24	Change in Market Value	Market Value 03/31/25
JPMorgan Chase Bank MMA	2.17%	04/01/25	\$ 13,632,993	\$ 19,408,924	\$ —	\$ 33,041,916	\$ 13,632,993	\$ 19,408,924	\$ 33,041,916
Prosperity Bank MMA	1.62%	04/01/25	69,624	281	—	69,905	69,624	281	69,905
Texas Class LGIP	4.44%	04/01/25	25,028,367	—	(7,661,470)	17,366,897	25,028,367	(7,661,470)	17,366,897
LOGIC LGIP	4.46%	04/01/25	9,578,329	105,683	—	9,684,012	9,578,329	105,683	9,684,012
TexSTAR LGIP	4.34%	04/01/25	20,160,631	—	(6,794,807)	13,365,824	20,160,631	(6,794,807)	13,365,824
Prosperity Bank CD	3.90%	01/30/25	89,010	—	(89,010)	—	89,010	(89,010)	—
East West Bank CD	5.44%	02/12/25	3,062,495	—	(3,062,495)	—	3,062,495	(3,062,495)	—
Prosperity Bank CD	3.75%	03/11/25	50,000	—	(50,000)	—	50,000	(50,000)	—
First Bank Texas CD	4.85%	03/17/25	2,023,779	—	(2,023,779)	—	2,023,779	(2,023,779)	—
East West Bank CD	5.25%	05/12/25	3,060,352	38,878	—	3,099,230	3,060,352	38,878	3,099,230
American Nat'l B&T CDARS	5.28%	08/09/25	1,020,812	13,045	—	1,033,857	1,020,812	13,045	1,033,857
East West Bank CD	4.51%	08/18/25	2,010,660	21,982	—	2,032,642	2,010,660	21,982	2,032,642
First Bank Texas CD	5.12%	09/17/25	2,025,035	25,069	—	2,050,104	2,025,035	25,069	2,050,104
East West Bank CD	4.45%	11/12/25	3,017,929	32,543	—	3,050,472	3,017,929	32,543	3,050,472
East West Bank CD	4.34%	02/12/26	—	3,098,496	—	3,098,496	—	3,098,496	3,098,496
First Bank Texas CD	4.89%	03/17/26	2,528,153	28,156	—	2,556,309	2,528,153	28,156	2,556,309
First Bank Texas CD	4.07%	09/17/26	1,515,009	14,992	—	1,530,000	1,515,009	14,992	1,530,000
TOTAL / AVERAGE	3.67%		\$ 88,873,177	\$ 22,788,048	\$ (19,681,561)	\$ 91,979,664	\$ 88,873,177	\$ 3,106,487	\$ 91,979,664

Fund Allocation - Book & Market Value
March 31, 2025

	Total	General Fund	CCPD Fund	REIDC Fund	Other Special Revenue Funds	Water/Sewer Operating Fund	Capital Funds	ARPA Fund	Debt Service Fund
JPMorgan Chase Bank MMA	\$ 33,041,916	\$ 11,906,805	\$ 5,783,694	\$ 4,817,083	\$ 2,995,732	\$ (1,032,937)	\$ 1,735,686	\$ 496,745	\$ 6,339,107
Prosperity Bank MMA	69,905	69,905	—	—	—	—	—	—	—
Texas Class LGIP	17,366,897	5,311,304	—	3,999,068	—	3,529,033	4,527,492	—	—
LOGIC LGIP	9,684,012	—	—	—	—	—	9,684,012	—	—
TexSTAR LGIP	13,365,824	—	—	—	—	—	13,365,824	—	—
05/12/25-East West Bank CD	3,099,230	—	—	3,099,230	—	—	—	—	—
08/09/25-American Nat'l B&T CDARS	1,033,857	—	1,033,857	—	—	—	—	—	—
08/18/25-East West Bank CD	2,032,642	2,032,642	—	—	—	—	—	—	—
09/17/25-First Bank Texas CD	2,050,104	1,025,052	—	—	—	1,025,052	—	—	—
11/12/25-East West Bank CD	3,050,472	3,050,472	—	—	—	—	—	—	—
02/12/26-East West Bank CD	3,098,496	3,098,496	—	—	—	—	—	—	—
03/17/26-First Bank Texas CD	2,556,309	2,556,309	—	—	—	—	—	—	—
09/17/26-First Bank Texas CD	1,530,000	—	—	—	—	1,530,000	—	—	—
Total	\$ 91,979,664	\$ 29,050,984	\$ 6,817,551	\$ 11,915,381	\$ 2,995,732	\$ 5,051,148	\$ 29,313,015	\$ 496,745	\$ 6,339,107

Fund Allocation - Book & Market Value
December 31, 2024

	Total	General Fund	CCPD Fund	REIDC Fund	Other Special Revenue Funds	Water/Sewer Operating Fund	Capital Funds	ARPA Fund	Debt Service Fund
JPMorgan Chase Bank MMA	\$ 13,632,993	\$ 2,683,418	\$ 2,633,906	\$ 2,519,460	\$ 1,852,012	\$ 627,209	\$ 2,783,274	\$ 319,834	\$ 213,879
Prosperity Bank MMA	69,624	69,624	—	—	—	—	—	—	—
Texas Class LGIP	25,028,367	7,393,619	—	6,367,696	—	2,796,887	8,470,166	—	—
LOGIC LGIP	9,578,329	—	—	—	—	—	9,578,329	—	—
TexSTAR LGIP	20,160,631	—	—	—	—	—	20,160,631	—	—
01/30/25-Prosperity Bank CD	89,010	89,010	—	—	—	—	—	—	—
02/12/25-East West Bank CD	3,062,495	3,062,495	—	—	—	—	—	—	—
03/11/25-Prosperity Bank CD	50,000	50,000	—	—	—	—	—	—	—
03/17/25-First Bank Texas CD	2,023,779	1,011,889	—	1,011,889	—	—	—	—	—
05/12/25-East West Bank CD	3,060,352	—	—	3,060,352	—	—	—	—	—
08/09/25-American Nat'l B&T CDARS	1,020,812	—	1,020,812	—	—	—	—	—	—
08/18/25-East West Bank CD	2,010,660	2,010,660	—	—	—	—	—	—	—
09/17/25-First Bank Texas CD	2,025,035	1,012,518	—	—	—	1,012,518	—	—	—
11/12/25-East West Bank CD	3,017,929	3,017,929	—	—	—	—	—	—	—
03/17/26-First Bank Texas CD	2,528,153	2,528,153	—	—	—	—	—	—	—
09/17/26-First Bank Texas CD	1,515,009	—	—	—	—	1,515,009	—	—	—
Total	\$ 88,873,177	\$ 22,929,315	\$ 3,654,718	\$ 12,959,397	\$ 1,852,012	\$ 5,951,623	\$ 40,992,400	\$ 319,834	\$ 213,879

Investment Policy Compliance
March 31, 2025

Authorized Investments	Maximum %	Actual Market Value	% of Portfolio	Status
Financial Institution Deposits	100%	\$ 74,612,767	81.12%	Pass
Repurchase Agreements	50%	—	0.0%	N/A
U.S. Treasury Notes/Bonds/Bills	100%	—	0.0%	N/A
U.S. Agencies	100%	—	0.0%	N/A
Money Market Mutual Funds	PFIA Limits	—	0.0%	N/A
Local Gov't Investment Pools	100%	17,366,897	18.9%	Pass
State or Municipal Obligations	50%	—	0.0%	N/A
Total		\$ 91,979,664	100.0%	



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2025-107 - Canvassing the May 3, 2025 Election

MEETING DATE: May 13, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2025-107 canvassing votes from the Bond Election held on May 3, 2025.

INFORMATION:

Sec. 67.003. TIME FOR LOCAL CANVASS.

(a) Repealed by Acts 2017, 85th Leg., R.S., Ch. 992 (H.B. 929), Sec. 3, eff. September 1, 2017.(b) Except as provided by Subsection (c), each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the 11th day after election day and not earlier than the later of:

- (1) the third day after election day;
- (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or
- (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

(c) In an election described by Section 65.051(a-1), the time for the local canvass may be set not later than the 14th day after election day.

PLEASE NOTE:

The total number of votes cast, listed in the ordinance, are preliminary numbers and could change by a small amount, depending on timely ballots.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 2025-107

SPECIAL CONSIDERATION:



AGENDA ITEM

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2025-107 - Canvass Ordinance ver 1 (1) - Bond Election English
2. ORD NO 2025-107 - Canvass Ordinance ver 1 (1) - Bond Election_Spanish
3. ORD NO 2025-107 - Canvass Ordinance ver 1 (1) - Bond Election_Vietnamese
4. Denton County Election Results - Official
5. Tarrant County Unofficial Election Results

**CERTIFICATE REGARDING ADOPTION OF AN
ORDINANCE CANVASSING BOND ELECTION**

THE STATE OF TEXAS
TARRANT AND DENTON COUNTIES
CITY OF ROANOKE, TEXAS

We, the undersigned officers of the City of Roanoke (the "City"), hereby certify as follows:

1. The City Council of said City convened in a regular meeting on May 13, 2025, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Scooter Gierisch – Mayor

Holly Gray - Mayor Pro Tem, Ward 1

Hogan Page - Council Member, Ward 1

Brian Darby - Council Member, Ward 2

Bryan Moyers - Council Member, Ward 2

David Brundage - Council Member, Ward 3

David Thompson - Council Member, Ward 3

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written Ordinance entitled

AN ORDINANCE CANVASSING A BOND ELECTION

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried with all members present voting "AYE" except the following:

NAYS: _____ ABSTENTIONS: _____

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON MAY 13, 2025.

April S. Hill, City Secretary

Carl E. Gierisch, Jr., Mayor

{SEAL}

ORDINANCE NO. 2025-107 - CANVASSING BOND ELECTION

WHEREAS, this City Council ordered an election to be held in the City of Roanoke, Texas on May 3, 2025, on the proposition hereinafter stated, and has authorized all matters pertaining to said election, including the ordering, giving notice, officers, holding and making returns of said election; and

WHEREAS, the election officers who held said election have duly made the returns of the result thereof, and said returns have been duly delivered to this City Council.

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. That the City Council officially finds and determines that said election was duly ordered, that proper notice of said election was duly given, that proper election officers were duly appointed prior to said election, that said election was duly held, that the City has complied with the Federal Voting Rights Act and the Texas Election Code, that due returns of the result of said election have been made and delivered, and that the City Council has duly canvassed said returns, all in accordance with law and the ordinance calling said election.

2. That the City Council officially finds and determines that the following votes were cast at said election, on the submitted PROPOSITION by the resident, qualified electors of said City, who voted at the election:

554 VOTES FOR 440 VOTES AGAINST

CITY OF ROANOKE PROPOSITION A

Shall the City Council of the City of Roanoke be authorized to issue the bonds of said, in one or more series or issues, in the aggregate principal amount of \$62,000,000, with the bonds of each such series or issue, respectively, to mature serially within not to exceed forty years from their date, and to be sold at such prices and bear interest at such rates as shall be determined within the discretion of the City Council, for the purpose of designing, constructing and equipping a convention center facility consisting of conference and meeting rooms, ballrooms, and gathering space that is to be in proximity to and integrated with a full-service convention center hotel and to be leased to a private operator for such purposes, and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

3. That the City Council officially finds, determines and declares the result of said election to be that the aforesaid Proposition A **HAS** received a favorable majority vote and therefore the aforesaid Proposition A **PASSED**.

**CERTIFICADO SOBRE LA ADOPCIÓN DE UNA
ORDENANZA PARA UN ESCRUTINIO DE BONOS**

EL ESTADO DE TEXAS
CONDADOS DE TARRANT Y DENTON
CIUDAD DE ROANOKE, TEXAS

Nosotros, los funcionarios abajo firmantes de la Ciudad de Roanoke (la “Ciudad”) por la presente certificamos lo siguiente:

1. El Concejo Municipal de dicha Ciudad acordó celebrar una reunión el 13 de mayo de 2025 en la sede de reuniones normal designada, y se pasó lista de los funcionarios y miembros debidamente constituidos de dicho Concejo Municipal, a saber:

Scooter Gierisch – Alcalde

Holly Gray - Alcaldesa Interina, Distrito 1

Hogan Page - Miembro del Concejo, Distrito 1

Brian Darby - Miembro del Concejo, Distrito 2

Bryan Moyers - Miembro del Concejo, Distrito 2

David Brundage - Miembro del Concejo, Distrito 3

David Thompson - Miembro del Concejo, Distrito 3

y todas dichas personas estuvieron presentes excepto _____ constituyendo así el quórum. En consecuencia, entre otros asuntos, se trató lo siguiente en dicha reunión: una Ordenanza escrita titulada

UNA ORDENANZA PARA UN ESCRUTINIO DE BONOS

fue debidamente presentada para la consideración de dicho Concejo Municipal. Luego se propuso y secundó debidamente que se adoptara dicha Ordenanza y, después del debido debate, dicha moción, que conllevaba la adopción de dicha Ordenanza, prevaleció y fue aprobada con todos los miembros presentes votando “A FAVOR”, excepto las siguientes:

EN CONTRA: _____ ABSTENCIONES: _____

2. Que una copia verdadera, completa y correcta de la Ordenanza antes mencionada adoptada en la Reunión descrita en el párrafo anterior se adjunta a este Certificado y sigue a este Certificado; que dicha Ordenanza ha sido debidamente registrada en las actas de dicha Reunión del Concejo Municipal; que el párrafo anterior es un extracto verdadero, completo y correcto de las actas de dicha Reunión del Concejo Municipal correspondientes a la adopción de dicha Ordenanza; que las personas nombradas en el párrafo anterior son los funcionarios y miembros debidamente elegidos, calificados y en funciones de dicho Concejo Municipal como se indica en el mismo; que cada uno de los funcionarios y miembros de dicho Concejo Municipal fue debida y suficientemente notificado oficial y personalmente, por adelantado, de la hora, lugar y propósito de la Reunión antes mencionada, y que dicha Ordenanza sería presentada y considerada para su adopción en dicha Reunión, y cada uno de dichos funcionarios y miembros consintió, por adelantado, a la celebración de dicha Reunión para tal propósito, y que dicha Reunión estuvo abierta al público y se dio aviso público de la hora, lugar y propósito de dicha reunión, todo como lo requiere el Capítulo 551, Código de Gobierno de Texas.

3. Que el Alcalde de dicha Ciudad ha aprobado y por la presente aprueba la Ordenanza antes mencionada; que el Alcalde y la Secretaria Municipal de dicha Ciudad han firmado debidamente dicha Ordenanza; y que el Alcalde y la Secretaria Municipal de dicha Ciudad declaran por la presente que su firma de este Certificado constituirá la firma de la copia adjunta y siguiente de dicha Ordenanza para todos los efectos.

FIRMADO Y SELLADO EL 13 DE MAYO DE 2025.

April S. Hill, Secretaria Municipal

Carl E. Gierisch, Jr., Alcalde

{SELLO}

ORDENANZA NÚM. 2025-107 - ESCRUTINIO DE LA ELECCIÓN DE BONOS

POR CUANTO, este Concejo Municipal ordenó que se celebraran elecciones en la Ciudad de Roanoke, Texas, el 3 de mayo de 2025, sobre la propuesta que se establece a continuación, y ha autorizado todos los asuntos relacionados con dichas elecciones, incluyendo la ordenación, la notificación, los funcionarios, la celebración y la presentación de los resultados de dichas elecciones; y

POR CUANTO, los funcionarios electorales que celebraron dichas elecciones han presentado debidamente los resultados de estas, y dichos resultados han sido debidamente entregados a este Concejo Municipal.

POR TANTO, por la presente se determina oficialmente que la reunión en la que se adoptó esta Ordenanza estuvo abierta al público y se dio aviso público de la hora, el lugar y el propósito de la reunión, todo según lo exige el Capítulo 551 del Código de Gobierno de Texas.

POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE ROANOKE, TEXAS ORDENA:

1. Que el Concejo Municipal oficialmente encuentra y determina que dichas elecciones fueron debidamente ordenadas, que se dio debida notificación de dichas elecciones, que los funcionarios electorales apropiados fueron debidamente designados antes de dichas elecciones, que dichas elecciones se llevaron a cabo debidamente, que la Ciudad ha cumplido con la Ley Federal de Derechos Electorales y el Código Electoral de Texas, que se han realizado y entregado los resultados debidos de dichas elecciones, y que el Concejo Municipal ha escrutado debidamente dichos resultados, todo de acuerdo con la ley y la ordenanza que convoca a dichas elecciones.

2. Que el Concejo Municipal encuentra y determina oficialmente que los siguientes votos fueron emitidos en dichas elecciones, sobre la PROPOSICIÓN presentada por los electores residentes y calificados de dicha Ciudad, que votaron en las elecciones:

_____ 554 _____ VOTOS A FAVOR _____ 440 _____ VOTOS EN CONTRA

CIUDAD DE ROANOKE - PROPUESTA A

¿Se autorizará al Concejo Municipal de Roanoke a emitir los bonos, en una o más series o emisiones, por un monto principal total de \$62,000,000, con los bonos de cada una de dichas series o emisiones, respectivamente, venciendo en serie en un plazo no mayor a cuarenta años a partir de su fecha, y a dichos precios y devengando intereses a las tasas que determine a discreción del Concejo Municipal, con el propósito de diseñar, construir y equipar una instalación de un centro de convenciones que consista en salas de conferencias y reuniones, salones de baile y espacio de reunión que estará cerca de un hotel de centro de convenciones de servicio completo e integrado con él y que se arrendará a un operador privado para tales fines, y se autorizará a dicho Concejo Municipal a imponer y hacer que se evalúen y recauden impuestos ad valorem anuales en una cantidad suficiente para pagar el interés anual de dichos bonos y proporcionar un fondo de amortización para pagar dichos bonos al vencimiento?

3. Que el Concejo Municipal oficialmente encuentra, determina y declara que el resultado de dicha elección es que la mencionada Proposición A **HA** recibido una mayoría de votos favorables y por lo tanto la mencionada Proposición A **HA SIDO APROBADA**.

GIẤY CHỨNG NHẬN VỀ VIỆC THÔNG QUA
SẮC LỆNH XÁC NHẬN KẾT QUẢ BẦU CỬ TRÁI PHIẾU

TIỂU BANG TEXAS
QUẬN TARRANT VÀ DENTON
THÀNH PHỐ ROANOKE, TEXAS

Chúng tôi, các viên chức ký tên dưới đây của Thành phố Roanoke ("Thành phố"), xin chứng nhận như sau:

1. Hội đồng Thành phố của Thành phố nói trên đã triệu tập cuộc họp thường kỳ vào ngày 13 tháng 5 năm 2025 tại địa điểm họp được chỉ định và điểm danh các viên chức và thành viên được bổ nhiệm hợp lệ của Hội đồng Thành phố nói trên, cụ thể:

Scooter Gierisch – Thị trưởng

Holly Gray - Thị trưởng tạm quyền, Khu vực 1

Hogan Page - Thành viên Hội đồng, Khu vực 1

Brian Darby - Thành viên Hội đồng, Khu vực 2

Bryan Moyers - Thành viên Hội đồng, Khu vực 2

David Brundage - Thành viên Hội đồng, Khu vực 3

David Thompson - Thành viên Hội đồng, Khu vực 3

và tất cả những người nói trên đều có mặt ngoại trừ _____, do đó đã đủ số người tham dự. Sau đó, trong số những công việc khác, cuộc họp đã diễn ra những nội dung sau: một Sắc lệnh bằng văn bản có tiêu đề

SẮC LỆNH XÁC NHẬN KẾT QUẢ BẦU CỬ TRÁI PHIẾU

đã được trình lên để Hội đồng Thành phố xem xét. Sau đó, đã có động thái và nhất trí thông qua Sắc lệnh nói trên và sau khi thảo luận đầy đủ, động thái này, kèm theo việc thông qua Sắc lệnh nói trên, đã được thông qua và được tất cả các thành viên có mặt bỏ phiếu "ĐỒNG Ý", ngoại trừ những người sau đây:

PHẢN ĐỐI: _____ KHÔNG BỎ PHIẾU: _____

2. Một bản sao đúng, đầy đủ và chính xác của Sắc lệnh nói trên được thông qua tại Cuộc họp được mô tả trong đoạn trên và trước đó được đính kèm vào và theo Giấy chứng nhận này; nói rằng Sắc lệnh nói trên đã được ghi lại đầy đủ trong biên bản Cuộc họp của Hội đồng Thành phố nói trên; rằng đoạn trên và trước đó là một đoạn trích đúng, đầy đủ và chính xác từ biên bản Cuộc họp của Hội đồng Thành phố nói trên liên quan đến việc thông qua Sắc lệnh nói trên; rằng những người được nêu tên trong đoạn trên và trước đó là những viên chức và thành viên được lựa chọn hợp lệ, đủ điều kiện và đang nắm chức vụ của Hội đồng Thành phố nói trên như đã nêu trong đó; rằng mỗi viên chức và thành viên của Hội đồng Thành phố đã được thông báo chính thức và đầy đủ trước về thời gian, địa điểm và mục đích của Cuộc họp nói trên, và rằng Sắc lệnh nói trên sẽ được đưa ra và xem xét để thông qua tại Cuộc họp đó, và mỗi viên chức và thành viên nói trên đã đồng ý trước về việc tổ chức Cuộc họp đó cho mục đích đó, và rằng Cuộc họp đó được công khai và thông báo công khai về thời gian, địa điểm và mục đích của cuộc họp đó đã được đưa ra, tất cả đều theo yêu cầu của Chương 551, Bộ luật Chính quyền Texas.

3. Thị trưởng của Thành phố nói trên đã chấp thuận và chấp thuận Sắc lệnh nói trên; Thị trưởng và Thư ký Thành phố của Thành phố nói trên đã ký vào Sắc lệnh nói trên; và Thị trưởng và Thư ký Thành phố của Thành phố nói trên tuyên bố rằng việc họ ký vào Giấy chứng nhận này sẽ cấu thành việc ký vào bản sao đính kèm và bản sao tiếp theo của Sắc lệnh nói trên cho mọi mục đích.

ĐÃ KÝ VÀ ĐÓNG DẤU VÀO NGÀY 13 THÁNG 5 NĂM 2025.

April S. Hill, Thư ký Thành phố

Carl E. Gierisch, Jr., Thị trưởng

{ĐÓNG DẤU}

SẮC LỆNH SỐ 2025-107 - XÁC NHẬN KẾT QUẢ BẦU CỬ TRÁI PHIẾU

XÉT RẰNG, Hội đồng Thành phố này đã ra lệnh tổ chức một cuộc bầu cử tại Thành phố Roanoke, Texas vào ngày 3 tháng 5 năm 2025, theo đề xuất được nêu dưới đây, và đã cho phép tất cả các vấn đề liên quan đến cuộc bầu cử nói trên, bao gồm việc ra lệnh, thông báo, các viên chức, tổ chức và thực hiện biên bản cuộc bầu cử nói trên; và

XÉT RẰNG, các viên chức bầu cử đã tổ chức cuộc bầu cử nói trên đã báo cáo kết quả bầu cử một cách hợp lệ và các báo cáo này đã được gửi đến Hội đồng Thành phố này.

XÉT RẰNG, theo đây chính thức xác định rằng cuộc họp thông qua Sắc lệnh này là công khai và đã thông báo công khai về thời gian, địa điểm và mục đích của cuộc họp, tất cả đều theo yêu cầu của Chương 551, Bộ luật Chính quyền Texas.

DO ĐÓ, HỘI ĐỒNG THÀNH PHỐ ROANOKE, TEXAS RA LỆNH:

1. Hội đồng Thành phố chính thức nhận thấy và xác định rằng cuộc bầu cử nói trên đã được tổ chức hợp lệ, rằng thông báo chính xác về cuộc bầu cử đã được đưa ra hợp lệ, rằng các viên chức bầu cử thích hợp đã được bổ nhiệm hợp lệ trước cuộc bầu cử, rằng cuộc bầu cử đã được tổ chức hợp lệ, rằng Thành phố đã tuân thủ Đạo luật Quyền Bầu cử Liên bang và Bộ luật Bầu cử Texas, rằng các báo cáo về kết quả cuộc bầu cử đã được thực hiện và nộp, và rằng Hội đồng Thành phố đã kiểm phiếu hợp lệ, tất cả đều theo đúng luật pháp và sắc lệnh triệu tập cuộc bầu cử đó.

2. Hội đồng Thành phố chính thức phát hiện và xác định rằng các phiếu bầu sau đây đã được bỏ tại cuộc bầu cử nói trên, về ĐỀ XUẤT được đệ trình bởi cư dân, cử tri đủ điều kiện của Thành phố nói trên, những người đã bỏ phiếu tại cuộc bầu cử:

554 BỎ PHIẾU ĐỒNG Ý 440 BỎ PHIẾU PHẢN ĐỐI

THÀNH PHỐ ROANOKE ĐỀ XUẤT A

Hội đồng Thành phố của Thành phố Roanoke có được phép phát hành trái phiếu nói trên, theo một hoặc nhiều đợt, với tổng số tiền gốc là 62.000.000 USD, với trái phiếu của mỗi đợt hoặc đợt phát hành đó, tương ứng, sẽ đáo hạn theo từng đợt trong thời gian không quá bốn mươi năm kể từ ngày phát hành, và được bán với giá và chịu lãi suất theo tỷ lệ do Hội đồng Thành phố quyết định, cho mục đích thiết kế, xây dựng và trang bị cho một cơ sở trung tâm hội nghị bao gồm phòng hội nghị và phòng họp, phòng khiêu vũ và không gian tụ họp nằm gần và tích hợp với một khách sạn trung tâm hội nghị cung cấp đầy đủ dịch vụ và được cho một đơn vị tư nhân thuê cho các mục đích như vậy, và Hội đồng Thành phố nói trên có được phép đánh thuế và yêu cầu đánh giá và thu thuế giá trị tài sản hàng năm với số tiền đủ để trả lãi suất hàng năm cho các trái phiếu nói trên và cung cấp quỹ dự phòng để trả các trái phiếu nói trên khi đáo hạn không?

3. Hội đồng Thành phố chính thức tìm thấy, xác định và tuyên bố kết quả của cuộc bầu cử nói trên là Đề xuất A nói trên **ĐÃ** nhận được đa số phiếu đồng ý và do đó Đề xuất A nói trên **ĐƯỢC THÔNG QUA**.

Run Time 12:58 PM
Run Date 05/08/2025

Joint, General and Special Elections

5/3/2025

Page 1

City of Roanoke Proposition A

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
4209	233	188	421	1	0	2	284	136	422	2,736	15.42%
4213	124	118	242	0	0	0	124	118	242	1,327	18.24%
4214	197	133	330	0	0	0	223	107	330	2,463	13.40%
Totals	554	439	993	1	0	2	631	361	994	6,526	15.23%



Frank Phillips

Joint, General and Special Elections

5/3/2025

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*** End of report ***

City of Roanoke Proposition A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		1	50.00%	368	58.32%	185	51.39%	554	55.79%
Against		1	50.00%	263	41.68%	175	48.61%	439	44.21%
Cast Votes:		2	100.00%	631	100.00%	360	100.00%	993	100.00%
Undervotes:		0		0		1		1	
Overvotes:		0		0		0		0	

*** End of report ***



Frank Phillips

Roanoke Precinct

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Run Date05/08/2025

Denton County

Joint, General and Special Elections

5/3/2025

Page 1

Official Results

Registered Voters

994 of 6526 = 15.23%

Precincts Reporting

3 of 3 = 100.00%

4209

422 of 2,736 registered voters = 15.42%

City of Roanoke Proposition A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		1	50.00%	168	59.15%	64	47.41%	233	55.34%
Against		1	50.00%	116	40.85%	71	52.59%	188	44.66%
Cast Votes:		2	100.00%	284	100.00%	135	100.00%	421	100.00%
Undervotes:		0		0		1		1	
Overvotes:		0		0		0		0	



Frank Phillips

Joint, General and Special Elections

5/3/2025

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4213 242 of 1,327 registered voters = 18.24%

City of Roanoke Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		0	0.00%	67	54.03%	57	48.31%	124	51.24%
Against		0	0.00%	57	45.97%	61	51.69%	118	48.76%
Cast Votes:		0	0.00%	124	100.00%	118	100.00%	242	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Joint, General and Special Elections

5/3/2025

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Run Date 05/08/2025

4214 330 of 2,463 registered voters = 13.40%

City of Roanoke Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		0	0.00%	133	59.64%	64	59.81%	197	59.70%
Against		0	0.00%	90	40.36%	43	40.19%	133	40.30%
Cast Votes:		0	0.00%	223	100.00%	107	100.00%	330	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

*** End of report ***



Joint General and Special Elections May 3, 2025

RESULTS

MY FAVORITE RACES ★ (0)

TURNOUT

» RESULTS » CITY OF ROANOKE PROPOSITION A

UNOFFICIAL RESULTS



CITY OF ROANOKE PROPOSITION A

(VOTE FOR: 1)

Last updated

📅 Saturday, May 3, 2025, 11:02:30 PM (3 days ago)



★ (0)

Party / Candidate		Votes
For		0
		0.00%
Absentee: 0Early: 0Election: 0		
Against		1
		100.00%
Absentee: 0Early: 1Election: 0		
Vote Cast		1
0	1	0
Absentee	Early	Election



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - ORD NO 2025-108 - TX Enterprise Program Nomination

MEETING DATE: May 13, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider participation in the Texas Enterprise Zone Program, and the nomination of Behr Process LLC (located at 701 Gateway Parkway, Roanoke, TX 76262) to the Office of the Governor Economic Development and Tourism, through the Economic Development Bank, as a half-enterprise project. (Ordinance No. 2025-108)

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - BEHR TEZ - Texas Enterprise Zone Program
2. Publication - PH Notice - BEHR TEZ - Texas Enterprise Zone Program



City of Roanoke Notice of Public Hearing

CITY OF ROANOKE PUBLIC HEARING NOTICE

The Roanoke City Council will hold a public hearing at 7 p.m. on Tuesday, May 13, 2025, in the Council Chambers at 500 S Oak Street, Roanoke, TX 76262. During the public hearing, the Roanoke City Council will consider participation in the Texas Enterprise Zone Program, and the nomination of Behr Process LLC (located at 701 Gateway Parkway, Roanoke, TX 76262) to the Office of the Governor Economic Development and Tourism, through the Economic Development Bank, as a half-enterprise project. Tax and other incentives available to qualified businesses located in the City of Roanoke will be discussed, including a Chapter 380 Economic Development agreement for Behr Process LLC. All interested parties are encouraged to attend.

CERTIFICATION

I certify that the above notice was posted at Roanoke City Hall, 500 South Oak Street, Roanoke, Texas, 76262 on Friday, May 2, 2025 by 5:00 p.m., in accordance with the Open Meetings Act, Chapter 551 of the Texas Government Code.


April S. Hill, City Secretary

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

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

JOBS.STAR-TELEGRAM.COM

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AGENDA ITEM

TO: Mayor and Council

SUBJECT: ORD NO 2025-108 - TX Enterprise Program Nomination

MEETING DATE: May 13, 2025

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2025-108 for the first and final reading, nominating BEHR Process LLC for the Texas Enterprise Zone Program.

INFORMATION:

The Texas Enterprise Zone (TEZ) is a program created by the State of Texas to give local jurisdictions a mechanism to support high-quality job creation and retention, and capital investment in the state.

The TEZ allows a refund of Texas state sales & use tax, and does not impact local sales tax revenue.

Each City and County in Texas is allowed to nominate businesses for participation in TEZ; communities with a population of less than 250,000 have 6 designations available each biennium.

The 6/2/2025 submission deadline marks the end of the 2024-2025 biennium; the nominations allowed in each jurisdiction will reset as of the 9/1/2025 submission round.

Roanoke has not nominated any businesses in this Biennium, therefore, all 6 designations are available. Behr is requesting use of .5 of a designation for a half-enterprise project.

Applications are due to the state quarterly in competitive application rounds. The state may award a maximum of 105 designations statewide per biennium, and may award up to 12 designations per quarterly round.

Passing an ordinance allowing participation in the TEZ program not only supports Behr's expansion, but also supports other businesses in the City of Roanoke creating and/or retaining high-quality jobs in the community for many years to come. Following



AGENDA ITEM

the passing of this initial ordinance, the City will be able to streamline the process of nominating projects for participation via a resolution to this initial ordinance.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Nomination to the TEZ program has no financial impact on the city. The program is funded utilizing the State's portion of taxes collected.

ATTACHMENTS:

1. ORD NO 2025-108 - TEZ Nominating Ordinance - BEHR PROCESS LLC
2. Office of the Governor Info Flyer - TEZ Program

CITY OF ROANOKE, TEXAS

ORDINANCE NO. 2025-108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303 OF THE TEXAS GOVERNMENT CODE, PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING BEHR PROCESS LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS A HALF ENTERPRISE PROJECT (PROJECT).

WHEREAS, the City Council of the City of Roanoke, Texas ("City") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is not located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Government Code (hereinafter referred to as the "Act"), Behr Process LLC has applied to the City for designation as a half enterprise project; and

WHEREAS, the City finds that Behr Process LLC meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in full compliance with Chapter 2303 of the Texas Government Code prior to nomination of an eligible business;

WHEREAS, a public hearing to consider this ordinance was held by the City Council on May 13, 2025;

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

Section 1: The City nominates Behr Process LLC for half enterprise project status.

Section 2: The following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business:

- a) The City may abate taxes on the increase in value of real property improvements and eligible personal property that locate in a designated enterprise zone. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Roanoke Tax Abatement Policy, and with qualified employee being defined by the Act.

- b) The City may provide tax incentives through the contributions collected by the Roanoke Economic and Industrial Development Corporation, a Type A Corporation;
- c) The City may provide incentives to businesses, including:
 - 1) Local Sales Tax Refund;
 - 2) Tax Increment Financing;
 - 3) Freeport Exemption for Inventory;
 - 4) Chapter 380 economic development incentives;
 - 5) Other incentives including tax deferrals, tax refunds, or tax incentives.
- d) The City may provide regulatory relief to businesses, including:
 - 1) zoning changes or variances;
 - 2) exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
 - 3) streamlined permitting.
- e) The City may provide enhanced municipal services to businesses, including:
 - 1) improved police and fire protection;
 - 2) institution of community crime prevention programs; or
 - 3) special public transportation routes or reduced fares.
- f) The City may provide improvements in community facilities, including:
 - 1) capital improvements in water and sewer facilities;
 - 2) road repair; or
 - 3) creation or improvement of parks.
- g) The City may provide improvements to housing, including:
 - 1) low-interest loans for housing rehabilitation, improvement, or new construction; or
 - 2) transfer of abandoned housing to individuals or community groups.
- h) The City may provide business and industrial development services, including:
 - 1) low-interest loans for business;
 - 2) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
 - 3) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
 - 4) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
 - 5) promotion and marketing services.
- i) The City may provide job training and employment services to businesses, including:
 - 1) retraining programs;
 - 2) literacy and employment skills programs;
 - 3) vocational education; or
 - 4) customized job training.

Section 3: The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

Section 4: The City of Roanoke City Council directs and designates its Economic Development Manager as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

Section 5: The City finds that Behr Process LLC meets the criteria for designation as a half enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a.) Behr Process LLC is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- (b.) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- (c.) The designation of Behr Process LLC as a half enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

Section 6: The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate five years afterwards.

Section 7: This ordinance shall take effect from and after its passage as the law and charter in such case provides.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas on this 13th day of May, 2025.

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

FAQ: Texas Enterprise Zone Program



Economic Development & Tourism | Office of Texas Governor Greg Abbott

What is an enterprise zone?

Any block group within the State of Texas that has a poverty rate of 20 percent or more, as determined by the U.S. Census Bureau during each decennial census is a state enterprise zone. The block group will remain an enterprise zone until it no longer qualifies, as a result of a subsequent decennial census.

Any distressed county in Texas is an enterprise zone. A county is considered to be a distressed county if it has a poverty rate above 15.4 percent based on the most recent decennial census; in which at least 25.4 percent of the adult population does not hold a high school diploma or high school equivalency certificate based on the most recent decennial census; and that has an unemployment rate that has remained above 4.9 percent during the preceding five years, based on Texas Workforce Commission data.

Any federally designated empowerment zone, enterprise community or renewal community is also a State enterprise zone, for the duration of the federal designation.

It is the purpose of the Texas Enterprise Zone Act to establish a process that clearly identifies distressed areas and provides incentives by both local and state government to induce private investment in those areas by the provision of tax incentives and economic development program benefits. Under this program, economic development is encouraged by allowing enterprise projects to be designated outside of an enterprise zone, with a higher threshold of hiring economically disadvantaged or enterprise zone residents. The purpose of these sections is to provide standards of eligibility and procedures for designation of applications for qualified businesses as enterprise projects.

Who may participate in the program?

Any municipality or county in the State of Texas may participate in the program, whether they have an enterprise zone within their jurisdiction or not.

How do I determine in what block group I am located?

You can access the U.S. Census Bureau web site to determine what block group a particular address is located in. The web address is http://factfinder.census.gov/servlet/ReferenceMapFramesetServlet?_bm=y&_lang=en.

How do I determine if my block group qualifies as an enterprise zone?

The Governor's Office, through Economic Development Finance (Bank), has published on its website the areas that qualify as an enterprise zone as either a qualifying block group or a distressed county. The website can be accessed at <https://gov.texas.gov/business/page/texas-enterprise-zone-program>. If your block group is not listed, it does not qualify as an enterprise zone.

How does a municipality or county participate in the program?

The municipality or county must nominate a qualified business as an enterprise project by an ordinance or order as applicable. The ordinance or order must establish the local incentives being offered to the business seeking enterprise project designation. Local incentives may be established for all zone areas separately or individually, as well as areas of the jurisdiction outside of a zone area. The ordinance or order must state by position, who will act as liaison for the local program with the state, and nominate the qualified business for enterprise project status. Subsequent project nominations may be done by resolution, if the local incentives offered are the same as outline in the original ordinance or order.

Can a community offer local incentives without an enterprise zone?

Yes. A community can offer certain incentives as allowed by state law. Enterprise zones, however, are simply a means of packaging a number of state and local incentives together to help revitalize a distressed area.

What local incentives are available in an enterprise zone?

Local incentives that may be offered to an expanding or locating business vary. Examples of local incentives that may be offered include tax abatement, a refund of local sales and use taxes, waiver of permitting fees, tax increment financing, transfer of publicly owned buildings at below market cost, and low interest loans.

What is a qualified business?

A qualified business is a person, including a corporation or other entity that has been certified by the Bank, for purposes of state benefits under the Act, or a governing body for purposes of local benefits, to have met the following criteria:

- A. the person is engaged in, or has provided substantial commitment to initiate the active conduct of a trade or business at a qualified business site; and
- B. at least 25 percent of the business' new employees are either economically disadvantaged or enterprise zone residents (ED/EZR) if the qualified business site is located in an enterprise zone, or at least 35 percent of the business' new employees are ED/EZR if the qualified business site is located outside of an enterprise zone; and
- C. a franchise or subsidiary of a new or existing business may be certified by the governing jurisdiction as a qualified business if the franchise or subsidiary is located entirely at the qualified business site and maintains separate books and records of the business activity conducted at the qualified business site.

What is the definition of economically disadvantaged?

An individual who at the time of hire:

- A. was unemployed for at least three months before obtaining employment with a qualified business;
- B. receives public assistance benefits, including welfare payments or food stamps, based on need and intended to alleviate poverty;
- C. is a low-income individual, as defined by Section 101, Workforce Investment Act of 1998 (29 U.S.C. Section 2801(25));
- D. is an individual with a disability, as defined by 29 U.S.C. Section 705(20)(A);
- E. is an inmate, as defined by Section 498.001;
- F. is entering the workplace after being confined in a facility operated by the institutional division of the Texas Department of Criminal Justice or under contract with the Texas Department of Criminal Justice;
- G. has been released by the Texas Youth Commission and is on parole, if state law provides for such a person to be on parole;
- H. meets the current low income or moderate income limits developed under Section 8, United States Housing Act of 1937 (42 U.S.C. Section 1437f et seq.); or
- I. was under the permanent managing conservatorship of the Department of Family and Protective Services on the day preceding the individual's 18th birthday.

What is an enterprise project?

An enterprise project is a business that is nominated by a municipality or county and approved by the bank for state benefits. State incentives include state sales and use tax benefits based on capital investment and jobs created and/or retained during the designation period. The State may designate up to 105 enterprise projects each biennium.

What items purchased are allowable for sales and use tax refund under the Program?

An enterprise project is eligible for a refund of the taxes imposed by the Texas Tax Code on all taxable items purchased for use at the qualified business site related to the project or activity during the designation period.

How many enterprise projects can we have?

Municipalities or counties with a population of 250,000 or more, based on the most recent decennial census, are eligible for up to nine enterprise project designations during a state biennium based upon availability.

Municipalities or counties with a population of less than 250,000 based on the most recent decennial census are eligible for up to six enterprise project designations during a state biennium based upon availability.

How long is an enterprise project designation?

The enterprise project designation is for an expansion or relocation from out-of-state, an expansion, renovation, or new construction, or other property to be undertaken by a qualified business. The designation period is a pre-determined period approved by the Bank, with beginning and ending dates for each proposed project or activity. The designation period for an enterprise project may not be for a period of less than one year, nor more than five years from the date on which the designation is made.

What state incentives are available to enterprise projects?

Designated enterprise projects are eligible to apply for state sales and use tax refund on qualified expenditures. The level and amount of refund is related to the capital investment and jobs created at the site.

Level of Capital Investment	Maximum number of jobs allocated	Maximum potential refund	Maximum refund per job allocated
Half Enterprise Project			
\$40,000 to \$399,999	10	\$25,000	\$2,500
\$400,000 to \$999,999	25	\$62,500	\$2,500
\$1,000,000 to \$4,999,999	125	\$312,500	\$2,500
\$5,000,000 or more	250	\$625,000	\$2,500
Enterprise Project			
\$5,000,000 or more	500	\$1,250,000	\$2,500
Double Jumbo Project			
\$150,000,000 to \$249,999,999	500	\$2,500,000	\$5,000
Triple Jumbo Project			
\$250,000,000 or more	500	\$3,750,000	\$7,500

Each project is limited to a maximum refund of \$250,000 per year for five years for a regular enterprise project designation, \$500,000 per year for five years for a double jumbo enterprise project and \$750,000 per year for five years for a triple jumbo enterprise project. NOTE: a qualified business making a capital investment eligible to apply for a double jumbo enterprise project or a triple jumbo enterprise project must be nominated by the governing jurisdiction for the elevated designation in the nominating ordinance, order or resolution, as applicable, or the designation will automatically be for a regular enterprise project designation. A double jumbo enterprise project will count as two enterprise project designations against the 105 projects designations allowed statewide and against the four or six allowed for the governing jurisdiction. A triple jumbo enterprise project will count as three project designations for the state as well as the governing jurisdiction. Double and triple jumbo enterprise projects may not include retained jobs for benefit.

*A triple jumbo enterprise project must create a minimum of 500 jobs.

What constitutes capital investment?

Money paid to purchase capital assets or fixed assets including but not limited to land, buildings, labor used to construct or renovate a capital asset, furniture, manufacturing machinery, computers and software, or other machinery and equipment. Property that is leased under a capitalized lease is considered a qualified capital investment but property that is leased under an operating lease is not considered a qualified capital investment.

NOTE: If using a contractor to construct the facility, a “separated contract” (a contract in which the agreed contract price is divided into separately states prices for materials and labor) must be executed. If a “lump sum” contract is executed, a claim for refund of taxes invoiced to, and paid by a third party, will not qualify for a refund under this Program. Please call the Comptroller of Public Accounts Office at 1-800-531-5441 ext. 32844 if you have any questions regarding this issue.

What is a qualified employee?

A qualified employee is an employee that works at least 50 percent of his or her time for the qualified business at the qualified business site.

What is a new permanent job?

A new permanent job is a new employment position created over and above the business’ current baseline that provides a qualified employee of a qualified business with employment of at least 1,820 hours of work annually and exists at the qualified business site for at least three years after the date on which a state benefit is received. Seasonal, temporary or part-time jobs are not considered to be new permanent jobs, and therefore are not eligible for state benefit through the program.

What is a retained job?

A retained job is a position that existed with a qualified business on the 91st day prior to the application deadline, that has provided employment to a qualified employee of at least 1,820 hours annually and is retained throughout the designation period, or for at least three years after the date on which a state benefit is received, whichever is longer.

What is a job retention project?

Job retention projects are available under limited circumstances. To qualify for a job retention project, a business must present documentation to the applicant jurisdiction supporting any one of the following circumstances:

- A. that permanent employees will be permanently laid off;
- B. the business will permanently close down;
- C. the business will relocate out of state;
- D. the business is able to employ individuals in accordance with Section 2303.402; or
- E. the business facility has been legitimately destroyed or substantially impaired due to fire, flood, tornado, hurricane, or any other natural disaster and that at least 60 percent of the capital investment is being spent to repair damages resulting from the disaster.

All of the retained jobs must be certified by the Comptroller of Public Accounts before any benefits for jobs can be obtained.

What is an existing job?

An existing job is a full-time position that has existed with a qualified business, which does not qualify for benefit. The current number of existing jobs is used to determine the baseline level of employment at the time of project designation. New jobs which are created 90 days prior to the application deadline through the end of the project designation period qualify for benefit if the baseline jobs are maintained.

Do leased, contract or construction employees qualify for benefit?

No. All employees occupying the new or retained jobs for benefit must be under the direct, full-time and permanent employment of the enterprise project that has received the designation.

How long does it take to obtain an enterprise project designation?

Projects are designated typically eight to ten weeks after the project application deadline, depending on the number of applications received in that quarterly round.

Revised: 4/25/2025



AGENDA ITEM

TO: City Council Members

SUBJECT: Agreement - Firefly Development, LLC

MEETING DATE: May 13, 2025

DEPARTMENT: Visitor Center/Museum

ITEM SUMMARY:

Consideration and action on approval of an agreement between the City of Roanoke and Firefly Development, LLC for public art.

This agreement is for the commission of a sculpture by artist Pascale Pryor through Firefly Development, LLC, to be constructed and installed in Austin Street Plaza.

INFORMATION:

After extensive review of her past work and consultation on design, the Art and History Trail Committee has selected Pascale Pryor to design, construct, and install a 3-dimensional sculpture of steel, stainless steel, and slab glass to be placed outdoors at the Austin Street Plaza on Oak Street. The sculpture is depicted in the attached project information document.

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The total cost of the project is \$55,000, to be paid in 2 equal installments--first, upon approval of the contract and second, at completion of the work. This project will be funded with the FY24/25 funds already allocated for Art & History Trail Committee projects.

ATTACHMENTS:

1. Austin Street Plaza Agreement



AGENDA ITEM

2. Austin Street Plaza Sculpture Information

**AGREEMENT FOR DESIGN AND COMMISSION OF
PUBLIC ART WORK BETWEEN
THE CITY OF ROANOKE AND
FIREFLY DEVELOPMENT LLC**

This Agreement for Design and Commission of Public Art Work ("Agreement") is entered into as of May 13, 2025 ("Effective Date") by and between the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (the "City") and **FIREFLY DEVELOPMENT LLC** ("Artist's Firm") operating at (please provide address)

WHEREAS, the City has selected the Artist's Firm through the public meetings of its Art and History Trail Committee (the "Committee") to design and install a commissioned artwork (the "Work") that will be sited at the Austin Street Plaza ("Site"), located at 211 N. Oak Street, Roanoke, Texas. More specifically, the Work is a 3-dimensional sculpture of steel, stainless steel and slab glass to be placed outdoors at the plaza.

WHEREAS, the City has commissioned the Work and engaged the Artist's Firm in furtherance of its goal to beautify Roanoke's public spaces, to preserve its heritage, and to grow its network of trails, parks, and cultural spaces; and

WHEREAS, the City and the Artist's Firm wish to set out the terms and conditions under which the Work shall be designed, executed, and fabricated.

NOW, THEREFORE, THE City and the Artist's Firm, in consideration of the covenants and agreements described in this Agreement, the sufficiency of which is acknowledged, agree as follows:

ARTICLE 1

SCOPE OF SERVICES

1.1. General.

- a. The Artist's Firm and City agree to the design as depicted in EXHIBIT A, The Artist's Firm's Rendering, which is attached hereto and incorporated herein for all purposes.
- b. The City shall be responsible for all reasonable expenses, labor and equipment to prepare the Site for the installation of the Work. More specifically, to prepare a 10' circular concrete pillar for the Work to be mounted on.
- c. The Artist's Firm shall perform all services and furnish all supplies, materials, and equipment as necessary for the design, execution, fabrication, transportation and installation of the Work at the Site.
- d. The Artist's Firm shall install the Work on dates and at times (for a duration of approximately 30 days) mutually agreed upon by the Artist's Firm and the City.

1.2. Structural Design Review.

The City and Artist's Firm hereby acknowledge that the requirement for detailed working drawings, sealed by a structural engineer licensed to practice in the State of Texas for review and approval by the City, is hereby waived.

1.3. Execution of the Work.

- a. Upon execution of this contract, Artist's Firm shall promptly furnish to the City a schedule for completion of fabrication of the Work. After written approval of the schedule by the City, the Artist's Firm shall fabricate, transport and install the Work in accordance with such schedule. Schedule changes may be accomplished by written agreement between the Artist's Firm and the City.
- b. The City shall have the right to review the Work at reasonable times during its fabrication, and will have access to view the installation. The Artist's Firm shall provide a post fabrication update prior to installation.
- c. The Artist's Firm shall complete the fabrication of the Work in substantial conformity with EXHIBIT A hereof, except as otherwise provided in Section 1.9 hereof.

1.4. Delivery and Installation.

- a. The Artist's Firm shall notify the City in writing when they are ready to begin fabrication and installation at the Site.
- b. The Artist's Firm shall fabricate and install the completed Work at the Site in compliance with the schedule approved pursuant to Section 1.3.
- c. Prior to installation of the Work, the Artist's Firm shall provide to the City written instructions for appropriate maintenance and preservation of the Work.
- d. The City agrees to provide Artist's Firm with unobstructed access to the installation site and surrounding areas.
- e. Unless otherwise arranged, the City is responsible for protecting the Work from damage during and after the installation is complete.

1.5. Final Acceptance.

The Artist's Firm shall advise the City in writing when all services required have been completed in substantial conformity with EXHIBIT A—except as provided in Section 1.9 hereof.

The City shall notify the Artist's Firm in writing of its final acceptance of the Work.

Final acceptance shall be effective as of the earlier to occur of (1) the date of the City's notification of final acceptance; or, (2) the 35th day after the Artist's Firm has sent the written notice to the City required under Section 1.5 (a) unless the City, upon receipt of such notice and prior to the expiration of the 35-day period, gives the Artist's Firm written notice specifying and describing the material services which have not been completed.

1.6. Title to the Work.

- a. Title to the physical Work and the licenses granted hereunder will transfer from the Artist's Firm to the City when (a) Artist's Firm has completed and installed the Work, and (b) Artist's Firm has received payment of all sums due under Section 2.1.
- b. Credit shall be provided to the Artist's Firm in accordance with Section 5.2 hereof.

1.7. Risk of Loss

The Artist's Firm shall be responsible for any risk of loss or damage to the Work prior to commencement of installation, and shall take any measures as are necessary to protect the Work from loss or damage. Pursuant to Section 5.1 below, the risk of damage to or loss of the Work during installation, but prior to final acceptance by the City, shall be solely that of the City. This risk shall transfer to the City and shall no longer be the responsibility of the Artist's Firm.

1.8. Publicity

The City may publicize the Work in any way it deems fit, and agrees and acknowledges its obligation to provide credit to the Artist's Firm. At a minimum, The City will publicize the Work in the following ways:

- a. Installing signage or other advertising at locations in its service area; b. Give one or more formal or informal presentations of the Work; c. Conduct radio or other media or social media advertising campaigns; and d. Prepare, coordinate, and issue press releases to local magazines and newspapers.

1.9. Changes to the Work

The Artist's Firm may make such changes to the final design and/or the Work, as may be required by exigencies of production, including but not limited to safety, surface texture, construction, or site-specific issues or other reasons. Colors may appear differently in the chosen materials than on screen renderings and Artist's Firm is not responsible for such differences.

ARTICLE 2

COMPENSATION AND PAYMENT SCHEDULE

2.1. Fixed Fee.

The City shall pay the Artist's Firm a fixed fee of FIFTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$55,000), which shall constitute full and total compensation to Artist's Firm for the completion of the Work as proposed, inclusive of all costs associated with the Work, including but not limited to design, execution, fabrication, providing the material, travel, time spent working with The City staff, community or agents, and incidental costs. The fee shall be paid to the Artist's Firm via check. Payment shall be in 2 installments of TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS \$ 27,500, each installment to represent full and final, non-refundable payment for all services and materials provided prior to the due date:

- a. 50% upon execution of this Agreement, recognizing the Artist's Firm has already invested time and expense in preliminary design coordination with The City and its consultants, and upon approval of the Artist's Firm's completion schedule.
- b. 50% within 10 days after the City notifies the Artist's Firm of its final acceptance of the Work.
- c. Commodity prices are subject to change due to unstable market conditions. If the price of the steel, stainless steel or slab glass has changed more than 15% from the estimated price at the time of purchase, the additional cost will be added to the final invoice.

Artist's Firm is responsible for submitting an invoice via email to Library Director Kelly Holt, kholt@roanoketexas.com to receive payment.

2.2. Sales Taxes.

The City is a tax-exempt organization and no state of Texas or local sales taxes or federal excise taxes shall be due upon the Work or materials and supplies constituting the Work.

2.3. Artist's Firm's Expenses.

The Artist's Firm shall be responsible for the following payments:

- a. The costs of travel by the Artist's Firm.
- b. Labor costs for Artist's Firm's agents and employees necessary for the proper performance of the services required under this Agreement, including any required registered accessibility specialist review.

ARTICLE 3

TIME OF PERFORMANCE

3.1. Duration.

The services to be required of the Artist's Firm set forth in Article 1 shall be completed in accordance with the schedule for completion of the Work as proposed by the Artist's Firm and approved by the City pursuant to Section 1.4.a.; provided, however, such time limits may be extended or otherwise modified by written agreement between the Artist's Firm and the City. The Artist's Firm agrees that the services to be performed under this Agreement shall be scheduled so as to ensure that final acceptance and installation of the Work shall take place in the Summer of 2025, with the City to provide a specific date no later than 60 days prior to such installation date.

3.2. Early Completion of Artist's Firm Services.

The Artist's Firm shall bear any transportation and storage charges incurred from the completion of the Work prior to the time provided in the schedule for delivery unless the City agrees otherwise.

3.4. Time Extensions; Force Majeure.

The City or the Artist's Firm, as appropriate, shall grant a reasonable extension of time to the other party if conditions beyond the parties' control or Acts of God, flood, riot, civil insurrection, labor strikes, or orders of local or federal government render timely performance of the parties' services impossible or unexpectedly burdensome. The party suffering the impossibility or burdensome conditions must inform the other in writing within the ten (10) days of the onset of such performance delay, specifying the reasons therefore. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control shall not be considered a breach of this Agreement; provided, however, that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4

WARRANTIES

4.1. Warranties of Title.

The Artist's Firm represents and warrants that:

- a. The Work is solely the result of the artistic effort of the Artist's Firm;
- b. Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright;
- c. The Work, or a duplicate thereof, has not been accepted for sale elsewhere; and,
- d. The Work is free and clear of any liens from any source whatever.

4.2. Warranties of Quality and Conditions.

The Artist's Firm represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the design, that:

The execution and fabrication of the Work will be performed in a workmanlike manner;

The Work, as fabricated and delivered, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work;

Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the final maintenance recommendations submitted by the Artist's Firm to the City.

The warranties described in Section 4.2 shall exist for the duration of this Agreement. The City shall give notice to the Artist's Firm of any observed material breach with reasonable promptness. The Artist's Firm shall, at the request of the City, and at no cost, cure reasonably and promptly the material breach of any such warranty which is curable by the Artist's Firm and which cure is consistent with professional conservation standards, including but not limited to, cure by means of repair or refabricating the Work, or any portion thereof. Subject to the City's Acquisition Policy and any applicable state procurement law, Artist's Firm shall have a right of first negotiation to provide maintenance services in the event The City seeks third party maintenance for the Work.

ARTICLE 5

REPRODUCTION RIGHTS

- a. The Artist's Firm retains all reproduction rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq., and all other rights in and to the Work. In view of the intention that the Work in its final dimension shall be unique, the Artist's Firm shall not make any additional exact duplicate, three-dimensional reproductions of the final Work, nor shall the Artist's Firm grant permission to others to do so except with the prior written permission of the City. The Artist's Firm grants to the City and it assigns an irrevocable license to make reproductions of the Work for any The City purpose, including, but not limited to, reproductions used in advertising, brochures, stationery, media publicity, and catalogues or other similar publications.
- b. Upon receipt by Artist's Firm of all amounts due hereunder, the City and its respective successors and assigns (each a "Licensee" and collectively "Licensees") are granted an irrevocable, perpetual, nonexclusive, royalty-free, world-wide license to publicly display and exhibit the Work; and to make use of any photograph or other two dimensional depiction whose primary purpose and effect is to depict the Work itself (a "Primary Depiction") in a reasonable and tasteful manner in promotional, publicity or informational materials about the Work or the location where the Work is installed. Licensees shall not make use of any Primary Depiction for any other purpose. In particular, without limitation, the license does not include, and the Artist's Firm's prior written consent shall be required in each instance with respect to, any use of Primary Depiction for (i) Merchandising Purposes, (ii) as a logo or trademark for any entity or person, (iii) to promote any cause or any commercial brand, product or product line, except for the City's business purpose, or (iv) for any political purpose. "Merchandising Purposes" means the use of the Work or any photograph or depiction of the Work, or any portions thereof, in or on any product, including but not limited to prints and posters, books, apparel, magnets, tapestries, coffee mugs, or any other product that is customarily created for sale to the public, regardless of whether such products are offered for sale or intended to be distributed for free.

5.2. Credit to Artist's Firm.

All publicity, communications, and reproductions by The City shall contain a credit to the Artist's Firm and a copyright notice substantially in the following form: "© Artist's Firm's name, year of exhibition."

5.3. Credit to The City.

The Artist's Firm shall use their reasonable efforts to give a credit reading substantially, "an original Work commissioned by the City" in any public showing of reproductions of the Work which are under the Artist's Firm's control for any future publications or exhibitions.

5.4 Notification of Media Inquires

During the Term, prior to initiating or responding to a request from the media regarding the Work, including an interview, social media post or written response, Artist's Firm shall advise Contract Administrator of the request and proposed answer. Contract Administrator may approve the response or refer the request to The City's public information office for response.

5.1. General.

a. The Artist's Firm shall carry any required statutory Workers' Compensation Insurance, Employers' Liability Insurance in the amount of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000). The Artist's Firm shall also carry General Liability Insurance in the amount of at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000) with the City named as an additional insured with respect to this coverage to insure against loss or damage to the Work during fabrication and installation.

A certificate of Insurance shall be filed with the Contract Administrator prior to commencement of fabrication and installation of the Work. See Section 1.5. The certificate of insurance for the General Liability coverage required herein shall provide that the coverage shall not be canceled or reduced, restricted, or limited until thirty (30) days after the City has received written notice by return receipt of registered or certified mail. The risk of damage to or loss of the Work during installation, but prior to final acceptance by the City, shall be solely that of the City. This risk shall transfer to the City and shall no longer be the responsibility of the Artist's Firm.

5.2. Performance Bonds. The Artist's Firm shall not be required by the City to post any performance bonds or similar undertakings, and any requirement of any other authority for performance bonds shall be the responsibility of the City.

ARTICLE 6

ARTIST'S FIRM AS AN INDEPENDENT CONTRACTOR

The Artist's Firm shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist's Firm shall not be supervised by any employee or official of the City nor shall the Artist's Firm exercise supervision over an employee or official of the City.

ARTICLE 7

TERMINATION

7.1. Gratuities.

The City may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Artist's Firm or any agent or representative to any The City official or employee with a view toward securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performance of this Agreement. In the event this Agreement is canceled by The City, pursuant to this section, The City shall be entitled, in addition to any other rights and remedies, to recover from the Artist's Firm a sum equal in amount to the cost incurred by the Artist's Firm in providing such gratuities.

7.2. Termination for Cause.

If either Party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other Party shall have the right to terminate this Agreement by giving written

notice to the defaulting Party of the intent to terminate specifying the grounds for termination. The defaulting Party shall have 30 days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate. Termination of this Agreement under this provision shall not relieve the Party in default of any liability for damages resulting from a breach or a violation of the terms of this Agreement.

7.3 Termination for Convenience.

- a. The services to be performed under this Agreement may be terminated by either Party, subject to written notice submitted 30 days before termination. The notice shall specify whether the termination is for convenience or cause.
- b. If the termination is for the convenience of the City, the Artist's Firm shall have the right to an equitable adjustment in the fee without allowance for anticipated profit on unperformed services, in which event the City shall have the right at its discretion to possession and transfer of title to the sketches, designs and models already prepared and submitted or presented for submission to the City by Artist's Firm under this Agreement prior to the date of termination, provided that no right to fabricate or execute the Work shall pass to the City.
- c. If termination is for the convenience of Artist's Firm, Artist's Firm shall remit to the City all refundable payments, if any, made to Artist's Firm pursuant to this Agreement prior to termination.

7.4. Incapacity of Artist's Firm.

- a. In the event of Artist's Firm's death or Artist's Firm becoming physically or legally incapacitated, The City shall have the right to terminate this Agreement on payment to Artist's Firm or Artist's Firm's successors for all work and services performed prior to death or incapacity. Under these circumstances, The City shall not look to the Artist's Firm's estates for reimbursement of fees paid to Artist's Firm but not expended prior to the Artist's Firm's incapacity or death. All finished and unfinished drawings, sketches, photographs, models and work shall become property of The City.
- b. Should Artist's Firm's design been approved or if the Artist's Firm's Work has progressed to the point of fabrication of the Work, in the event of termination under this section, The City shall have the right to complete the Work. Due regard shall be made for Artist's Firm's intended results and proper credit and acknowledgement shall be given to Artist's Firm unless the Artist's Firm or the Artist's Firm's representative disclaim authorship. Title to the physical Work thus completed will reside with the City.

ARTICLE 8

AUTHORIZED REPRESENTATIVES

8.1 Authorized Representative.

The Contract Administrator for this Agreement for the City shall be the Director of the Library.

Maria Schneider shall be the authorized contract administrator and payee for the Artist's Firm.

ARTICLE 9

NOTICES

All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- | | |
|-------------------|--|
| 1. THE CITY: | Kelly Holt
Library & Museum Director
City of Roanoke
308 S. Walnut St.
Roanoke, TX 76262 |
| 2. ARTIST'S FIRM: | FIREFLY DEVELOPMENT, LLC
Attn: Maria Schneider, CEO
1507 Sullivan Drive
Dallas, TX 75215 |

ARTICLE 10

MISCELLANEOUS

10.1. Compliance.

Artist's Firm shall be required to comply with Federal, State and City statutes, ordinances, and regulations application to the performance of the Artist's Firm services under this Agreement.

10.2. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties. No prior written or oral agreements supersede this Agreement unless agreed to in writing by the Parties.

10.3. Amendments.

No alteration, change, modification, or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both Parties to this Agreement and approved by appropriate action of the City.

10.4. Waiver.

No waiver of performance by either Party shall be construed as or operate as a continuing waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

10.5. Governing Law and Venue.

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that the Travis County District Court will have exclusive jurisdiction over any suit arising out of this Agreement. Venue for any such dispute arising from this Agreement shall be in Austin, Travis County, Texas.

10.6. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of The City and the Artist's Firm and their respective successors and assigns.

10.7 The City's Sovereign Immunity.

The City and Artist's Firm warrant that each has the right and authority to make and enter into this Agreement and to grant the rights set forth in the Agreement. It is expressly understood and agreed that the City, neither by the execution of this Agreement, nor any conduct of any representative of the City, shall be considered to waive, nor shall it be deemed to have waived, any applicable immunity or defense that would otherwise be available to the City against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

10.8 No Legal Entity Formed.

Nothing in this Agreement shall be deemed to be a commitment or obligation of the City or Artist's Firm to enter into any joint venture, joint enterprise, partnership or other legal business relationship regarding the Work other than the obligations and responsibilities expressly set forth in this Agreement.

10.9 Indemnification

- a. The Artist's Firm shall defend, indemnify, and hold harmless the City, its officers, appointed or elected officials, employees, agents, representatives, successors and assigns (the "Indemnified Parties") against all costs, liabilities, damages, claims, suits, actions, and causes of actions ("Claims"), to the extent arising directly or indirectly out of (A) a breach of this Contract or violation of law by the Artist's Firm and the Artist's Firm's employees, subcontractors, successors and assigns (the "Artist's Firm Parties"), (B) a false representation or warranty made by the Artist's Firm Parties in this Contract, in the Artist's Firm's Proposal, or the formation of this Contract, (C) the design or installation of the Artwork, (D) the intellectual property involved in the design and creation of the Artwork, (D) the negligence, willful misconduct, or breach of a standard of strict liability by the Artist's Firm Parties in connection with this Contract. Claims to be indemnified include claims for bodily injury or death, occupational illness or disease, loss of services wages or income, damage, destruction or loss of use of property, and workers' compensation claims. **The Artist's Firm's obligations under this Section are not excused in the event a claim is caused, in part, by the alleged negligence or willful misconduct of the Indemnified Parties.**
- b. The City shall give the Artist's Firm Notice of any Claim asserted against an Indemnified Party. The Artist's Firm shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified

Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving the Artist's Firm of any obligations in this Contract. In no event shall the Artist's Firm admit liability on the part of an Indemnified Party without the Approval of The City Attorney.

- c. The Artist's Firm shall require all subcontractors to indemnify The City in the same manner as provided in this Article.

10.10 Responsibility for Performance.

The Artist's Firm shall be responsible for the performance of this Agreement.

Signature page follows.

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES HEREBY AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE PROVIDED HEREIN.

CITY:

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

By: _____

Carl E. Gierisch, Jr., Mayor

Date Signed: _____

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

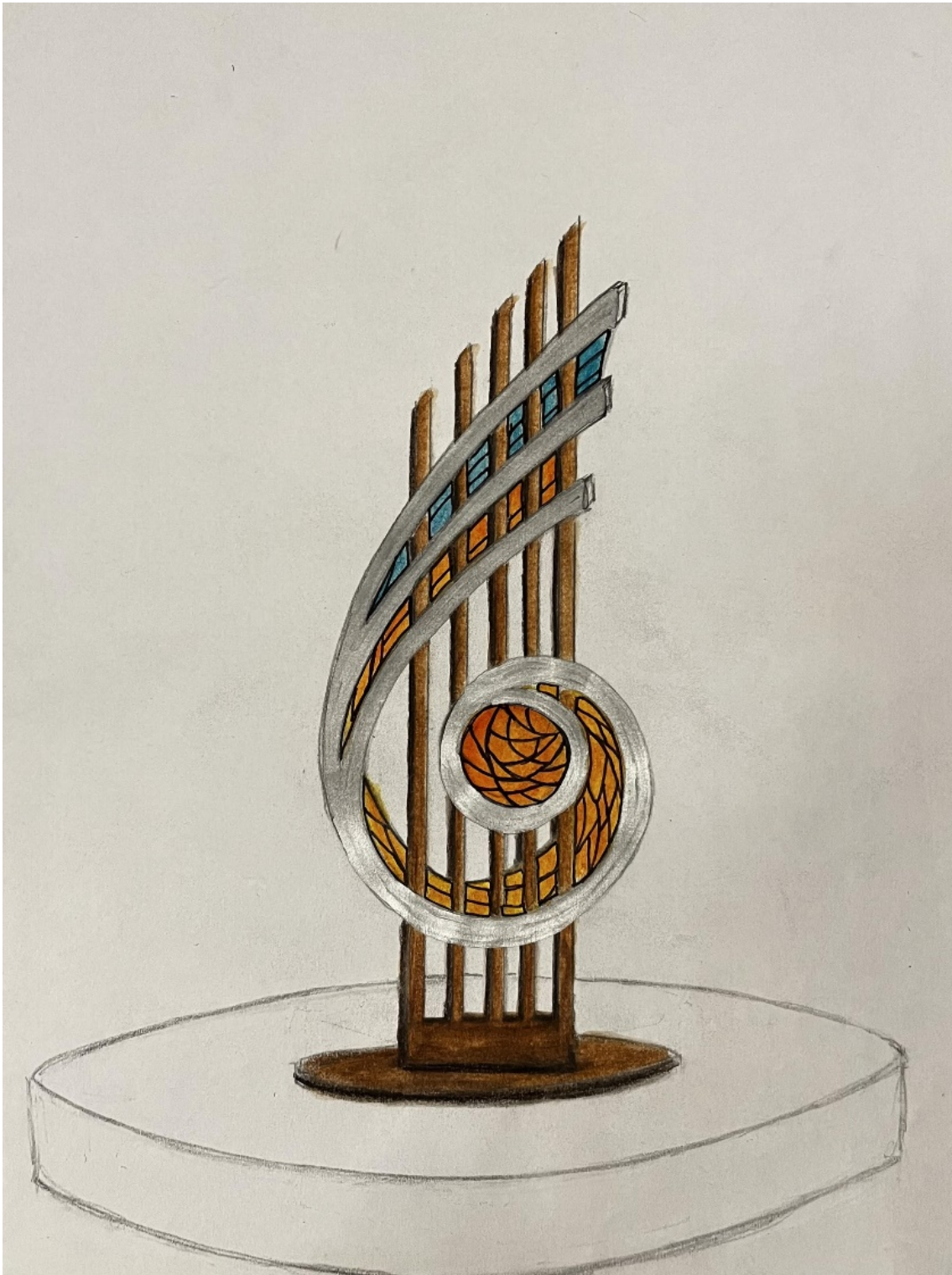
Jeffrey L. Moore, City Attorney

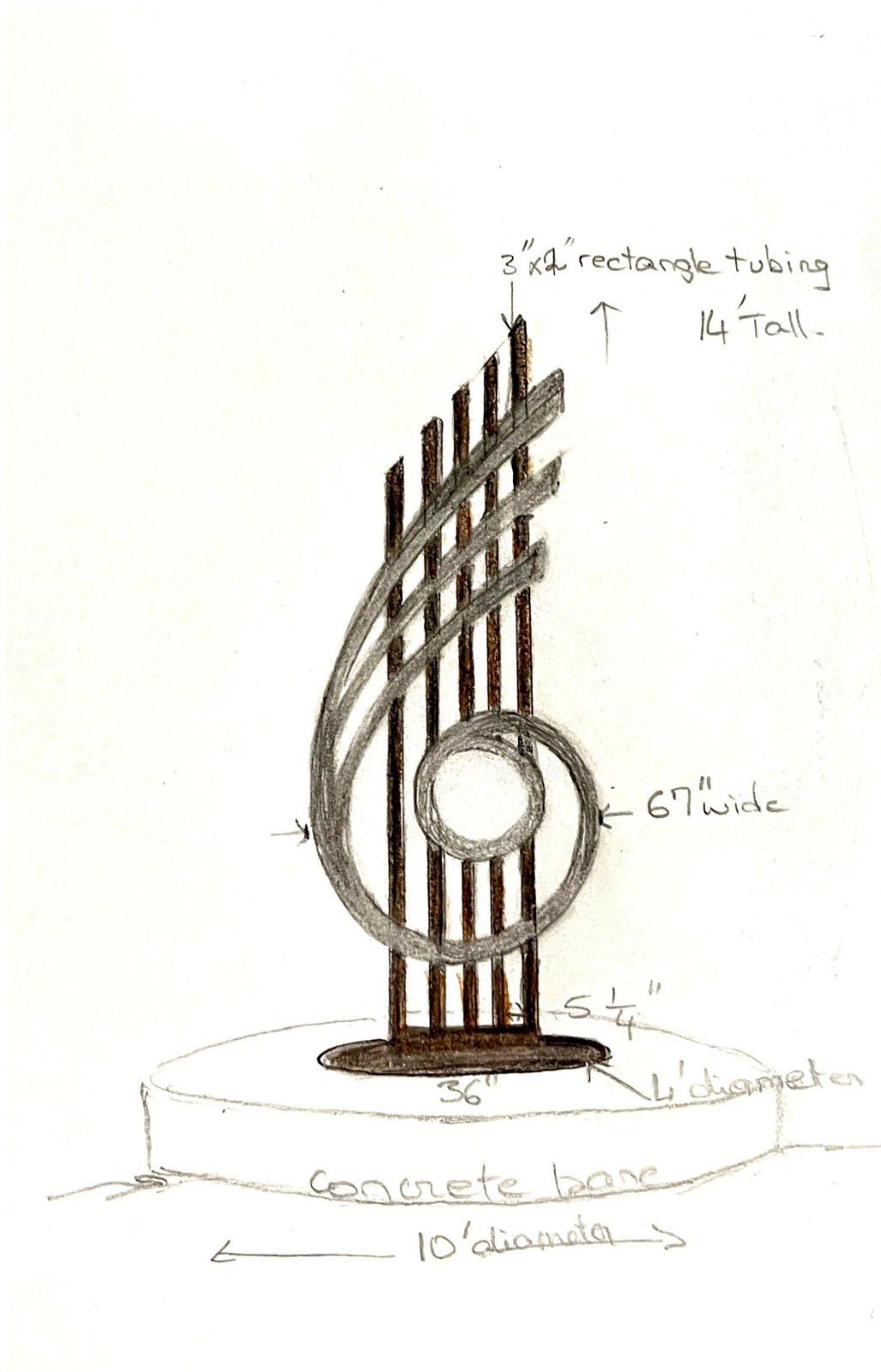
ARTIST'S FIRM:

FIREFLY DEVELOPMENT, LLC

By: _____

Date Signed: _____

EXHIBIT A



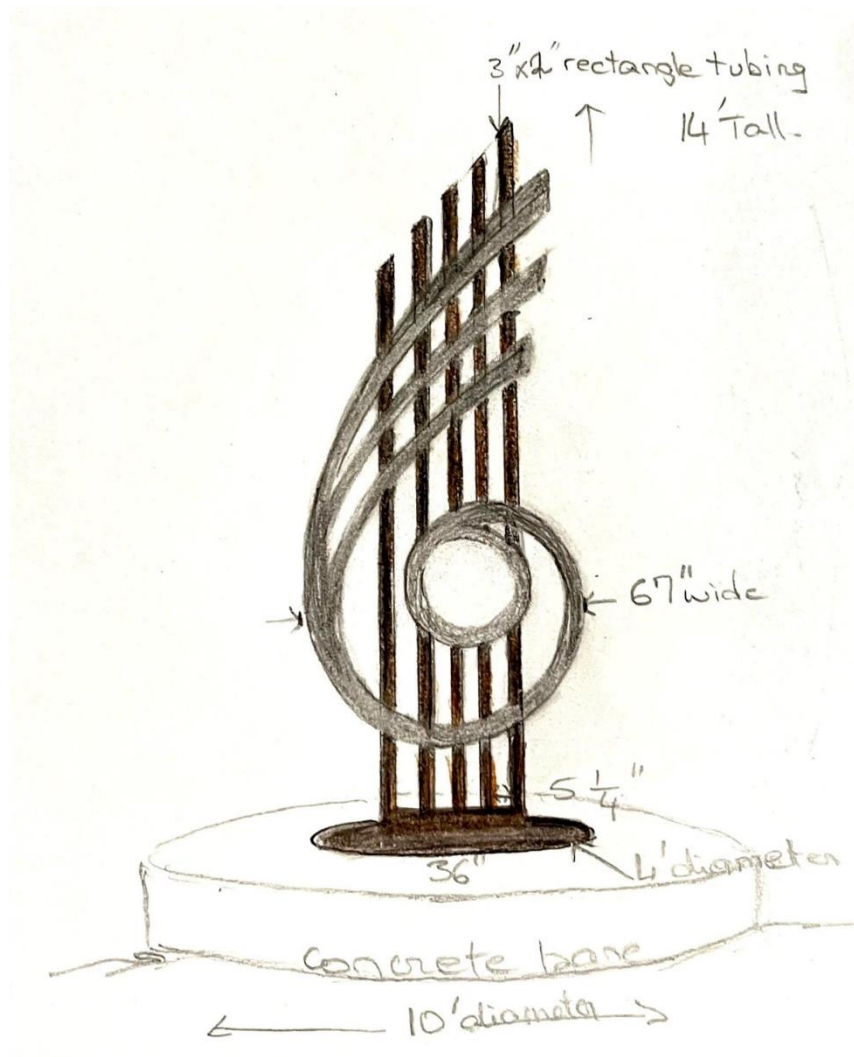
Austin Street Plaza Sculpture Project

Project Description

Artist **Pascale Pryor**, in cooperation with the firm Firefly Development, LLC will design, construct, and install a 3-dimensional steel, stainless steel, and slab glass sculpture at the Austin Street Plaza on Oak Street. The addition of the sculpture will beautify the space and base on which it will be installed will create additional seating for the concerts in the venue.

The artists renderings of the sculpture are depicted below:





Artist Information

Pascale Pryor is a sculptor with more than a dozen commissioned pieces of public art across the United States. She looks for natural elegance in her surroundings that she reflects in her work. Her work plays with organic shapes and strives to spark the imagination. She produces most of her work in-house with her partner James Bauer, a welding instructor.

Some examples of their previous work are pictured below:



Fragment, Georgetown, TX 2024.



Quintet, Addison, TX 2023.



Migration 1, Lampasas, TX 2022.

The total cost of the project is **\$55,000**, which can be fully paid using the funds previously allocated for the AHTC's fiscal year 24/25 budget (113-610-515). This cost includes all materials, supplies, labor, instruction, travel, and accommodations involved in the installation process.

Summary

The Art & History Trail Committee believes this public art project will beautify an important public site and inspire our resident. The committee is convinced it is an excellent investment of our public arts funds and recommends approval.