

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

**AUGUST 26, 2025
7:00 PM
500 S. OAK STREET
ROANOKE, TEXAS 76262**

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

1. Mayor Gierisch will swear in a new police officer to the Roanoke Police Department, Anibal Campos.

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. PROCLAMATION

1. Mayor Gierisch will read a proclamation declaring September 2025 as United is The Way Month.

E. CONSENT AGENDA

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



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

**August 26, 2025
Page 2 of 5**

1. Consider approval of the minutes from the regular City Council meeting held on August 12, 2025.
2. Consider approval of Resolution No. 2025-110R directing publication of notice of intention to issue combination tax and revenue certificates of obligation.
3. Consider approval of Resolution No. 2025-111R electing to participate in the Purdue Pharma I.P. National Opioid Settlement for its role in the national opioid crisis; authorizing the Mayor or City Manager to execute any and all appropriate documentation related thereto.
4. Consider approval of Resolution No. 2025-112R approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing.
5. Consider approval of Resolution No. 2025-113R supporting the funding, implementation, and enforcement of the continuing wastewater pretreatment program for the wastewater collection system, endorsing the implementation of a continuing pretreatment program as required by federal law for the Denton Creek Regional Wastewater System, and adopting an enforcement response plan.
6. Consider approval to authorize staff to utilize InterBank Public Funds Investment Pool as an investment option.
7. Consider approval of an Interlocal Agreement, Amendment No. 3 between the City of Roanoke and Northwest Independent School District for School Resource Officer Services.
8. Consider approval of appointments to the City of Roanoke Police Reserve Force.
9. Consider approval to award a bid to Haynie Leadership Group, Inc. for the construction of North Gateway 2.0 Million Gallon Ground Storage Reservoir No.2, located at the North Gateway Pumpstation, for an amount not to exceed \$3,491,791.35.
10. Consider approval to award bid to DFW Concrete Pros for the concrete street repairs in various locations along Bristol Street for an amount not to exceed \$111,873.50.

F. NEW BUSINESS



AGENDA FOR THE MEETING
OF THE ROANOKE CITY COUNCIL

August 26, 2025
Page 3 of 5

1. Public hearing to hear public comments for consideration of the proposed City of Roanoke Operating and Capital Budget for Fiscal Year 2025-2026, including the Roanoke Economic and Industrial Development Corporation (Type A) Fiscal Year 2025-2026 Annual Budget.
2. Public hearing to discuss the proposed ad valorem tax rate of \$0.326182 per \$100 of assessed value for the tax year 2025.
3. Public hearing to consider a rezoning application for Lot 1R, Block 6, O.T. Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, by changing the zoning for said property from Oak Street Corridor Zoning District – Neighborhood Transition Zone to Oak Street Corridor Zoning District – Neighborhood Transition Zone - Specific Use Permit (SUP) to allow Finance, Insurance, and Real Estate Establishment Use. (SUP-2025-03)
This item has been withdrawn at applicant's request.
4. Consideration and action on a Specific Use Permit (SUP-2025-03) request from Aaron Minchew, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for Lot 1R, Block 6 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 – Neighborhood Transition Zone to Oak Street Corridor Zoning District – Neighborhood Transition Zone - Specific Use Permit (SUP) to allow Finance, Insurance, and Real Estate Establishment Use. The property is generally located at 111 S Pine.
This item has been withdrawn at the applicant's request.
5. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for Tract 1, Lot 4R, Block A of the Countryview Business Park Phase II Addition, an addition to the City Of Roanoke, Denton County, Texas, and generally located at 125 Country View Drive, Suite 116, by changing the zoning on said tract of land from Retail (R) District To Retail– Specific Use Permit District (R-SUP) to allow an auto upholstery use. (SUP-2025-04 / Ordinance No. 2025-111)
6. Consideration and action on a Specific Use Permit (SUP-2025-04) request from John Lam, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for Lot 4R, Block A of the Countryview Business Park Phase II Addition, an addition to the City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Retail to Retail – Specific Use Permit to allow an auto upholstery use for



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

**August 26, 2025
Page 4 of 5**

125 Country View Drive, Suite 116. The property is generally located along Country View Drive. (Ordinance No. 2025-111)

7. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for the Oak Street Corridor Zoning District, by amending Section 12.492 Entitled "Schedule of Uses," by amending the "Educational, Public Administration, Health Care and Other Institutional Uses" to provide for a new use entitled "Learning Pods" as a permitted use within the Oak Street Zone, Highway 377 Zone, and Civic/Mixed Use Zone and not a permitted use within the Neighborhood Transition Zone; and amending Section 12.500 Entitled "Definitions" by adding a definition for "Learning Pods." (Ordinance No. 2025-112)
8. Consideration and action on a Zoning Ordinance Amendment request from Tammy Dwight-Ministero, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, by amending Chapter 12, Article III, Division 15, of the Code of Ordinances, of the City of Roanoke, Texas, entitled "Oak Street Corridor Zoning District", by amending Section 12.492 of the Code of Ordinances entitled "Schedule of Uses," by amending the "Educational, Public Administration, Health Care and Other Institutional Uses" to provide for a new use entitled "Learning Pods" that is a permitted use within the Oak Street Zone, Highway 377 Zone, and Civic/Mixed Use Zone and not a permitted use within the Neighborhood Transition Zone; and amending Section 12.500 entitled "Definitions" by adding a definition for "Learning Pods." (Ordinance No. 2025-112)
9. Consideration and action on approval of Ordinance No. 2025-113 establishing a sinking fund for the funding of the City Manager's Third Amended Employment Agreement.

G. 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 551.071 and 551.072- To seek legal advice from the city attorney; to deliberate the purchase, exchange, lease, or value of real property - Lady Bug Park and the Briarwyck neighborhood park located at 1115 Bentley Drive

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.



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

**August 26, 2025
Page 5 of 5**

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 551.071 and 551.072- To seek legal advice from the city attorney; to deliberate the purchase, exchange, lease, or value of real property - Lady Bug Park and the Briarwyck neighborhood park located at 1115 Bentley Drive

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.

H. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, August 21, 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. **BRaille IS NOT AVAILABLE.**

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



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Swearing in new police officer, Anibal Campos

MEETING DATE: August 26, 2025

DEPARTMENT: Police

ITEM SUMMARY:

Mayor Gierisch will swear in a new police officer to the Roanoke Police Department, Officer Anibal Campos.

INFORMATION:**STAFF RECOMMENDATION:**

Swear in Officer Campos

SPECIAL CONSIDERATION:**FINANCIAL CONSIDERATION:****ATTACHMENTS:**

None



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Proclamation - 2025 United is The Way Month

MEETING DATE: August 26, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Mayor Gierisch will read a proclamation declaring September 2025 as United is The Way Month.

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

1. 2025 United Way of Denton County - United is The Way

Proclamation



WHEREAS, United Way of Denton County improves lives by mobilizing communities like Roanoke to action so all can thrive; and

WHEREAS, United is The Way we create a healthy Denton County community with strengthened resilience, wellness, and financial security where everyone, regardless of age, has the opportunity to flourish; and

WHEREAS, by working together to co-create solutions to people's most pressing challenges, United Way of Denton County positively impacts the lives of over 54,000 local residents annually; and

WHEREAS, United Way of Denton County leads the effort with a network of nonprofits, governments, businesses, and donors to respond to our neighbor's immediate needs and seek out better solutions for larger community-wide issues.

NOW, THEREFORE, I Carl "Scooter" Gierisch, Jr., Mayor of the City of Roanoke, do hereby proclaim September 2025 as:

UNITED IS THE WAY MONTH

and proudly join United Way of Denton County in calling on all residents of Roanoke to Give to One to Impact Many as we take action to create a future where everyone has the chance to thrive.

IN WITNESS WHEREOF, I have here unto set my hand and caused the official seal of the City of Roanoke, Texas to be affixed this the 26th day of August, 2025.

Carl E. "Scooter" Gierisch, Jr.

Witness:

April S. Hill
City Secretary





CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 08/12/2025 - CC Minutes

MEETING DATE: August 26, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on August 12, 2025.

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

1. CCMin 08-12-2025

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
AUGUST 12, 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: Hogan Page, Brian Darby, Bryan Moyers, David Brundage, and David Thompson; City Manager Cody Petree, City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager Jeriahme Miller, Chief of Police Jeff Williams, Public Works Director Shawn Wilkinson, Parks and Recreation Director Ray McDonald, Finance Director Kyle Lester, Finance Administrator Rebecca Tambunga, Human Resources Manager Jamie Seil, Development Services J.R. Hames, Public Engagement Manager Sandra Pettigrew, 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 Farmers Market is held on Sunday's 9:00 a.m. to 1:00 p.m.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION

1. Mayor Pro Tem Holly Gray updated the Mayor and City Council on the Legislative Policy Committee.

E. CONSENT AGENDA



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

August 12, 2025
Page 2 of 5

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 Special City Council meeting held on August 5, 2025.
2. Consider approval of the minutes from the City Council Workshop meeting held on August 5, 2025.
3. Consider approval of accepting Electronic Proposals and Bids for the City of Roanoke's Construction Proposals.

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

Motion carried unanimously.

F. NEW BUSINESS

1. Motion made by Holly Gray second by David Thompson to place a proposal to adopt a tax rate of \$0.326182, including \$0.186998 dedicated to general operations funding and \$0.139184 dedicated to servicing the City's projected FY26 debt payments, on the August 26, 2025, City Council agenda.

Motion carried. Mayor Gierisch was opposed.

Recorded Vote: For 6 Against: 1 Absent: 0

2. Public hearing to consider amending Planned Development District Ordinance No. 2000-124, and the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, by amending Ordinance No. 2000-124 to allow a Townhome Use on an approximately 13.798-Acres of Land, being a portion of Lot 1R5, Block 1, PPR Roanoke Retail Addition. The property is generally located northeast of Marshall Creek Road and US Hwy 377. (Ordinance No. 2025-106)

No action taken on this item.

3. Consideration and action on Ordinance No. 2025-106 amending Ordinance No. 2000-124 of the City of Roanoke, Texas, to allow Townhomes use on approximately 13.798 acres of land consisting of Block 1, Lot 1R5, of the PPR Roanoke Retail Addition. The property is generally located northeast of Marshall Creek Road and US Hwy 377.

No action taken on this item.

4. Motion made by David Thompson second by Holly Gray to approve Ordinance No. 2025-110, amending the code of ordinances, by adding a new Chapter 11, Article 11.2000, Sections 11.2001 to 11.2099 entitled "City of Roanoke Industrial



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

**August 12, 2025
Page 3 of 5**

Wastewater Ordinance, establishing methods for controlling the introduction of pollutants into the Municipal Separate Storm Sewer System in order to comply with the National Pollutant Discharge Elimination System (NPDES) permit conditions, sludge use and disposal requirements; providing a penalty clause; providing a severability clause; and providing for said ordinance to take effect from and after its date of publication.

Motion carried unanimously.

5. Motion made by Bryan Moyers second by David Thompson to table, until a future meeting, a Site Plan (SP 2025-01) request from Curtis Young with Sage Group, Inc., for 2 buildings, a multi-tenant building and restaurant and bar to be located on an approximate 1.041-acre parcel, being a part of the Reno Red Addition, Block A Lot 1, City of Roanoke Denton County, Texas; generally located on the east of N Hwy 377 and on the west side of N Oak, south of Lamar Street.

Motion carried unanimously.

6. Motion made by Holly Gray second by David Thompson to approve a Final Plat (FP-2025-02) request from Watermere on Oak for an approximate 18.507 acres located in the M.E.P. and P.R.R. Co Survey, abstract no. 923 and the John Bacon Survey, abstract no. 1565, City of Roanoke Texas, Denton County Texas. The property is generally located off of N. Walnut and Dorman Rd., north of Lois Street.

Motion carried unanimously.

7. Motion made by Holly Gray second by Bryan Moyers to approve a Site Plan (SP-2025-03) request from Integrated Roanoke North, LP for a senior living and single-family development to be located on an approximate 18.507 acres of land located in the M.E.P. and P.R.R. Co Survey, abstract no. 923 and the John Bacon Survey, abstract no. 1565, City of Roanoke Texas, Denton County Texas. The property is generally located on N. Walnut and Dorman Rd., north of Lois Street.

Motion carried unanimously.

8. Motion made by Bryan Moyers second by Holly Gray to approve a Site Plan (SP-2025-04) request from Triangle Engineering LLC for a commercial building with a restaurant on the first floor and offices above to be located on an approximate 0.4280 acres of land, being a part of the Original Town of Roanoke, Block 1 Lot 2, City of Roanoke Texas, Denton County Texas. The property is generally located at 307 S Oak Street.

Motion carried unanimously.

9. Motion made by Holly Gray second by Hogan Page to approve a Final Plat (FP-2025-03) request from Jacob Hawkins for an approximate 1.82 acres located in the M.E.P. and P.R.R. Co Survey, abstract no. 923, City of Roanoke Texas, Denton County Texas. The property is generally located at the corner of Dallas Dr. and Turner Ave.

Motion carried unanimously.



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

August 12, 2025
Page 4 of 5

G. 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 7:28 P.M.

Sections 551.071, 551.072, and 551.087 – to receive legal advice from the City Attorney; to deliberate the purchase, exchange, lease, or value of real property; and 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 - Nirvana Retirement Fund-II LLC

Section 551.074 - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

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 8:09 P.M.

1. **Sections 551.071, 551.072 and Section 551.087 of the TEXAS GOVERNMENT CODE** To receive legal advice from the City Attorney; to deliberate the purchase, exchange, lease, or value of real property; and 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 - Nirvana Retirement Fund-II LLC

No action taken.

2. **Section 551.074 of the TEXAS GOVERNMENT CODE** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

Motion made by Holly Gray second by David Thompson to approve a Severance Agreement and Third Amended Employment Agreement with Cody Petree as City Manager for the City of Roanoke, on the terms as discussed in executive session.
Motion carried unanimously.

3. **Section 551.087 of the TEXAS GOVERNMENT CODE** To receive deliberate commercial or financial information the City has received from a business



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

August 12, 2025
Page 5 of 5

prospect, and to deliberate the offer of a financial or other incentive to a business prospect.
No action taken.

H. **ADJOURNMENT**

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 8:10 p.m.
Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2025-110R - Publication of Notice of Intent to Issue Combination Tax and Revenue Certificates of Obligation

MEETING DATE: August 26, 2025

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of Resolution No. 2025-110R directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2025-110R - Notice of Intent to Issue Certificates of Obligation - 2025

CERTIFICATE REGARDING ADOPTION OF RESOLUTION

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

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

1. The City Council of the City convened in regular meeting on August 26, 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
Brian Darby
David Thompson
Hogan Page

Holly Gray, Mayor Pro Tem
David Brundage
Bryan Moyers

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

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

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

NAY: _____ ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution 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 Resolution; 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 Resolution 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 Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; 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 Resolution for all purposes.

SIGNED AND SEALED ON AUGUST 26, 2025.

April S. Hill; City Secretary
City of Roanoke, Texas

Carl E. Gierisch, Jr.; Mayor
City of Roanoke, Texas

{SEAL}

*City of Roanoke - Certificate Regarding Adoption of a Resolution Directing Publication of Notice of
Intention to Issue Combination Tax and Revenue Certificates of Obligation*

RESOLUTION NO. 2025-110R

DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION
TAX AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

WHEREAS, the City of Roanoke (the "**City**") deems it advisable to give notice of intention to issue one or more series of Certificates of Obligation in the maximum principal amount of \$25,000,000 for paying the City's contractual obligations incurred in connection with the design, acquisition, engineering, construction, and equipping of the following public projects: (1) constructing and/or acquiring structured parking for public use; (2) sanitary sewer system improvements consisting of sewer lines; and (3) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS:

Section 1. Attached hereto as **Exhibit A** is a form of the "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for the City of Roanoke, Texas" (the "**Notice**"), the form and substance of which is hereby adopted and approved. The following constitutes the outstanding debt obligations of the City which the City hereby designates as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended: Combination Tax & Revenue Certificates of Obligation, Series 2017; General Obligation Refunding Bonds, Series 2018; Combination Tax & Revenue Certificates of Obligation, Series 2022A; Combination Tax & Revenue Certificates of Obligation, Series 2022B; Combination Tax & Revenue Certificates of Obligation, Series 2023A; Combination Tax & Revenue Certificates of Obligation, Series 2024A and Combination Tax & Revenue Certificates of Obligation, Series 2024B.

Section 2. The City Secretary shall cause the Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City of Roanoke, once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five days prior to October 14, 2025, which is the date set for the adoption of the ordinance authorizing the issuance of such Certificates of Obligation as shown in the Notice. Additionally, such Notice shall be posted continuously on the City's website for at least forty-five days before the date

tentatively set for the passage of the ordinance authorizing the issuance of the Certificates of Obligation.

Section 3. The facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in the Notice. All costs to be reimbursed pursuant to this Resolution will be capital expenditures and the proposed Certificates of Obligation shall be issued within eighteen months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. This Resolution shall become effective immediately upon adoption.

Remainder of page intentionally left blank

EXHIBIT A

NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR THE CITY OF ROANOKE, TEXAS

The City Council of the City of Roanoke, Texas, shall convene a meeting at 7:00 P.M. on October 14, 2025, at its regular meeting place at 500 South Oak Street, Roanoke, Texas 76262 and during such meeting, the City Council will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation in the principal amount not to exceed \$25,000,000, for paying the City's contractual obligations incurred in connection with the design, acquisition, engineering, construction, and equipping of the following public projects: (1) constructing and/or acquiring structured parking for public use; (2) sanitary sewer system improvements consisting of sewer lines; and (3) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects. Such certificates are to be made payable from ad valorem taxes and a lien on and pledge of surplus revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$25,325,000. The current combined principal and interest for all outstanding debt obligations of the City, paid on time and in full, is \$32,123,475. The maximum principal amount of the certificates of obligation to be authorized is \$25,000,000 and the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$43,989,000.00. The maximum interest rate for the certificates of obligation may not exceed the maximum legal interest rate. The maximum maturity date of the certificates of obligation to be authorized is August 15, 2050. The above information excludes \$57,815,000 in principal amount of the outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes: Combination Tax & Revenue Certificates of Obligation, Series 2017; General Obligation Refunding Bonds, Series 2018; Combination Tax & Revenue Certificates of Obligation, Series 2022A; Combination Tax & Revenue Certificates of Obligation, Series 2022B; Combination Tax & Revenue Certificates of Obligation, Series 2023A; Combination Tax & Revenue Certificates of Obligation, Series 2024A and Combination Tax & Revenue Certificates of Obligation, Series 2024B. In the event these self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Information regarding the self-supporting debt and all other debt of the City may be obtained by contacting the City Manager at 500 South Oak Street, Roanoke, Texas 76262 and by phone at (817) 491-2411.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2025-111R - National Opioid Settlement - Purdue Pharma

MEETING DATE: August 26, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of Resolution No. 2025-111R electing to participate in the Purdue Pharma I.P. National Opioid Settlement for its role in the national opioid crisis; authorizing the Mayor or City Manager to execute any and all appropriate documentation related thereto.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2025-111R - Opioid Settlement - Purdue Settlement

CITY OF ROANOKE, TEXAS

RESOLUTION NO. 2025-111R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ELECTING TO PARTICIPATE IN THE PURDUE PHARMA L.P. NATIONAL OPIOID SETTLEMENT FOR ITS ROLE IN THE NATIONAL OPIOID CRISIS; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE ANY AND ALL APPROPRIATE DOCUMENTATION RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a proposed national settlement agreement (hereinafter referred to as the “Settlement”) has been reached that would resolve all opioid claims for Texas and its political subdivisions against Purdue Pharma L.P. (hereinafter referred to as “Purdue”); and

WHEREAS, the City Council of the City of Roanoke, Texas, hereby elects to participate in the Settlement, and authorizes the Mayor or City Manager to execute a Subdivision Participation and Release Form, and any and all related forms concerning the Purdue Settlement; and

WHEREAS, the City Council of the City of Roanoke, Texas, authorizes the Mayor, City Manager and/or City staff to execute any and all documents related thereto.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council of the City of Roanoke, Texas, hereby elects to participate in the Settlement, and authorizes the Mayor or City Manager to execute the Subdivision Participation and Release Form.

SECTION 3. The City Council of the City of Roanoke, Texas, hereby authorizes the Mayor, City Manager and/or City staff to execute any and all documentation necessary related to the Settlement with Purdue, and to take any and all other steps requested or authorized by relative to the Settlement referenced in this Resolution.

SECTION 4. This Resolution shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ROANOKE, TEXAS, THIS 26TH day of AUGUST, 2025.**

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2025-112R - Atmos RRM Settlement

MEETING DATE: August 26, 2025

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of Resolution No. 2025-112R approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing.

INFORMATION:

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of \$245.2 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$225.6 million, \$163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$185.6 million instead of the claimed \$245.2 million.

After several settlement meetings, the parties have agreed to settle the case for \$205.6 million. This is a reduction of \$20 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1,



AGENDA ITEM

2025. ACSC members should take action approving the Resolution/Ordinance before October 1, 2025.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos’ Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be \$25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC’S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission’s review of annual GRIP filings or allow recovery of Cities’ rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC’s view, the GRIP process unfairly raises customers’ rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2025, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	\$54.68	-
DARR:	\$58.57	\$3.89



AGENDA ITEM

ATM Cities:	\$57.39	\$2.71
Environs:	\$55.96	\$1.28

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$205.6 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature’s GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex’s claim that its historic cost of service should entitle it to recover \$245.2 million in additional system-



AGENDA ITEM

wide revenues, the RRM settlement at \$205.6 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$205.6 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2025. New rates become effective October 1, 2025.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2025-112R - Atmos Mid-Tex 2025 RRM Settlement Resolution
2. Attachment 1_CY24 MTX RRM - Tariffs
3. Attachment 2_CY24 MTX RRM - Pension Benchmark
4. CY24 MTX RRM - Average Bill

RESOLUTION NO. 2025-112R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Roanoke, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025, Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2025 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 26TH DAY OF AUGUST, 2025.

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 23.65 per month
Rider CEE Surcharge	\$ 0.03 per month ¹
Total Customer Charge	\$ 23.68 per month
Commodity Charge – All <u>Ccf</u>	\$ 0.74748 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 94.00 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 94.01 per month
Commodity Charge – All Ccf	\$ 0.22261 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7678 per MMBtu
Next 3,500 MMBtu	\$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1206 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service

Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7678 per MMBtu
Next 3,500 MMBtu	\$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1206 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

Overpull Fee

Upon notification by Company of an event of interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

Replacement Index

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	SUR – SURCHARGES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	\$ (0.12)
Rate C – Commercial Sales	\$ (0.41)
Rate I – Industrial Sales	\$ (8.68)
Rate T – Transportation	\$ (8.68)

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

Application

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

1. State Gross Receipts Taxes

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. Federal or State Tax Law or Rate Changes:

Applicability – All Customers in the Mid-Tex Division (“MTX”) Under the RRM Tariff

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 (“Tax Act 2022”) and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:
 - a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
 - b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
 - c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

- d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

- (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.
- (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.
- (c) The methodology for computing Company's CAMT is as follows:
 - i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.
 - ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.
 - iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2025 Willis Towers Watson Report as adjusted	\$ 572,372	\$ (649,253)	\$ 882,931	\$ (3,920,499)	\$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 264,856	\$ (300,432)	\$ 742,888	\$ (3,298,664)	\$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 264,856	\$ (300,432)	\$ 742,888	\$ (3,298,664)	\$ 65,943	\$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 202,374		\$ 293,727			\$ 496,101
11	Total Post-Employment Benefit Plan		\$ (229,557)		\$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					\$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 202,374	\$ (229,557)	\$ 293,727	\$ (1,304,242)	\$ 7,231	\$ (1,030,467)

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024**

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	<u>Rate R @ 42.1 Ccf</u>							
2	Base Rates:							
3	Customer Charge		\$ 22.95	\$ 23.65	\$ 22.95	\$ 23.65	\$ 0.70	
4	Consumption Charge (Ccf)	42.1	\$ 0.58974	\$ 0.74748	24.80	31.44	6.64	
5	Total Base Rates				<u>\$ 47.75</u>	<u>\$ 55.09</u>	<u>\$ 7.34</u>	15.37%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	42.1	\$ 0.20875	\$ 0.20875	\$ 8.78	\$ 8.78	\$ -	
9	Rider GCR Part B (Ccf)	42.1	\$ 0.53838	\$ 0.53838	22.64	22.64	-	
10	Total Gas Cost				<u>\$ 31.42</u>	<u>\$ 31.42</u>	<u>\$ -</u>	0.00%
11								
12	Total Base with Gas Cost				\$ 79.17	\$ 86.51	\$ 7.34	
13	Rider FF & Rider TAX		0.06725	0.06725	5.32	5.82	0.49	9.27%
14								
15	Total Residential Average Bill				<u>\$ 84.49</u>	<u>\$ 92.33</u>	<u>\$ 7.83</u>	<u>9.27%</u>
16								
17	<u>Rate C @ 367.6 Ccf</u>							
18	Base Rates:							
19	Customer Charge		\$ 81.75	\$ 94.00	\$ 81.75	\$ 94.00	\$ 12.25	
20	Consumption Charge (Ccf)	367.6	\$ 0.19033	\$ 0.22261	69.97	81.83	11.86	
21	Total Base Rates				<u>\$ 151.72</u>	<u>\$ 175.83</u>	<u>\$ 24.11</u>	15.89%
22								
23	Gas Cost:							
24	Rider GCR Part A	367.6	\$ 0.20875	\$ 0.20875	\$ 76.74	\$ 76.74	\$ -	
25	Rider GCR Part B	367.6	\$ 0.37860	\$ 0.37860	139.18	139.18	-	
26	Total Gas Cost				<u>\$ 215.92</u>	<u>\$ 215.92</u>	<u>\$ -</u>	0.00%
27								
28	Total Base with Gas Cost				\$ 367.64	\$ 391.75	\$ 24.11	
29	Rider FF & Rider TAX		0.06725	0.06725	24.72	26.35	1.62	6.56%
30								
31	Total Commercial Average Bill				<u>\$ 392.36</u>	<u>\$ 418.10</u>	<u>\$ 25.73</u>	<u>6.56%</u>
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	<u>Rate I at 1277 MMBTU</u>							
34	Base Rates:							
35	Customer Charge		\$1,587.75	\$ 1,848.75	\$ 1,587.75	\$ 1,848.75	\$ 261.00	
36	Block 1 - Consumption Charge (MMBtu)	1,277	\$ 0.6553	\$ 0.7678	836.99	980.69	143.69	
37	Block 2 - Consumption Charge (MMBtu)	-	\$ 0.4799	\$ 0.5623	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1029	\$ 0.1206	-	-	-	
39	Total Base Rates	<u>1,277</u>			<u>\$ 2,424.74</u>	<u>\$ 2,829.44</u>	<u>\$ 404.69</u>	16.69%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,277	\$ 2.07711	\$ 2.07711	\$ 2,653.03	\$ 2,653.03	\$ -	
43	Rider GCR Part B (MMBtu)	1,277	\$ 0.88986	\$ 0.88986	1,136.59	1,136.59	-	
44	Total Gas Cost				<u>\$ 3,789.63</u>	<u>\$ 3,789.63</u>	<u>\$ -</u>	0.00%
45								
46	Total Base with Gas Cost				\$ 6,214.37	\$ 6,619.07	\$ 404.69	
47	Rider FF and Rider TAX		0.06725	0.06725	417.92	445.14	27.22	6.51%
48								
49	Total Industrial Average Bill				<u>\$ 6,632.29</u>	<u>\$ 7,064.20</u>	<u>\$ 431.91</u>	6.51%
50								
51	<u>Rate T at 4534 MMBTU</u>							
52	Base Rates:							
53	Customer Charge		\$1,587.75	\$ 1,848.75	\$ 1,587.75	\$ 1,848.75	\$ 261.00	
54	Block 1 - Consumption Charge (MMBtu)	1,500	\$ 0.6553	\$ 0.7678	982.95	1,151.70	168.75	
55	Block 2 - Consumption Charge (MMBtu)	3,034	\$ 0.4799	\$ 0.5623	1,456.19	1,706.22	250.03	
56	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1029	\$ 0.1206	-	-	-	
57	Total Base Rates	<u>4,534</u>			<u>\$ 4,026.89</u>	<u>\$ 4,706.67</u>	<u>\$ 679.78</u>	16.88%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,534	\$ 0.88986	\$ 0.88986	\$ 4,034.96	\$ 4,034.96	\$ -	
61	Total Gas Cost				<u>\$ 4,034.96</u>	<u>\$ 4,034.96</u>	<u>\$ -</u>	0.00%
62								
63	Total Base with Gas Cost				\$ 8,061.85	\$ 8,741.63	\$ 679.78	
64	Rider FF and Rider TAX		0.06725	0.06725	542.17	587.88	45.72	8.43%
65								
66	Total Transportation Average Bill				<u>\$ 8,604.01</u>	<u>\$ 9,329.51</u>	<u>\$ 725.50</u>	8.43%



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2025-113R - Wastewater Pretreatment Program

MEETING DATE: August 26, 2025

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval of Resolution No. 2025-113R supporting the funding, implementation, and enforcement of the continuing wastewater pretreatment program for the wastewater collection system, endorsing the implementation of a continuing pretreatment program as required by federal law for the Denton Creek Regional Wastewater System, and adopting an enforcement response plan.

INFORMATION:

Federal law (40 CFR 403) requires pretreatment of industrial wastewater before discharge into Publicly Owned Treatment Works (POTWs). Trinity River Authority (TRA) operates the regional POTW serving Roanoke and holds a Texas Pollutant Discharge Elimination System (TPDES) permit from the Texas Commission on Environmental Quality (TCEQ). TRA must implement a Pretreatment Program to comply with federal and state regulations. Roanoke owns and operates wastewater collection infrastructure connected to TRA's system and, as a contracting party, Roanoke is required to adopt ordinances supporting TRA's Pretreatment Program. The resolution affirms City Council's support for TRA's implementation and enforcement of the program.

STAFF RECOMMENDATION:

Staff Recommends Approval of Resolution No. 2025-113R

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2025-113R - Wastewater Pretreatment Program



AGENDA ITEM

2. Exhibit A Emergency Response Plan

RESOLUTION NO. 2025-113R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, SUPPORTING THE FUNDING, IMPLEMENTATION, AND ENFORCEMENT OF THE CONTINUING WASTEWATER PRETREATMENT PROGRAM FOR ITS WASTEWATER COLLECTION SYSTEM; ENDORSING THE IMPLEMENTATION OF A CONTINUING PRETREATMENT PROGRAM AS REQUIRED BY FEDERAL LAW FOR THE DENTON CREEK REGIONAL WASTEWATER SYSTEM; ADOPTING AN ENFORCEMENT RESPONSE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Roanoke, Texas (hereinafter referred to as the “City”) is a Texas home-rule municipality acting under its home-rule charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on June 26, 1978, the United States Environmental Protection Agency published a rule (Amended January 28, 1981) which established mechanisms and procedures for enforcing National Pretreatment Standards controlling the introduction of wastes from non-domestic sources into Publicly Owned Treatment Works (hereinafter referred to as “POTW”); and

WHEREAS, this rule, 40 CFR 403, requires that a Pretreatment Program be developed for the Regional Wastewater System; and

WHEREAS, the Trinity River Authority of Texas, as the owner and operator of a POTW, maintains a Texas Pollutant Discharge Elimination System (hereinafter referred to as “TPDES”) permit issued by the Texas Commission of Environmental Quality (hereinafter referred to as “TCEQ”), and must comply with rule 40 CFR 403; and

WHEREAS, the TCEQ manages and enforces the EPA’s National Pretreatment Program for the State of Texas; and

WHEREAS, the Trinity River Authority of Texas’ POTW, must establish and maintain a wastewater pretreatment program as a condition of its TPDES permit; and

WHEREAS, the City owns, operates, and maintains wastewater collection system pipelines and related facilities, all of which are connected to the POTW; and

WHEREAS, the City, as a contracting party of the Regional Wastewater System, has entered into an Amendatory Wastewater Contract with the Trinity River Authority of Texas whereby the City has enacted ordinances that are necessary to implement and enforce the National Pretreatment Standards; and

WHEREAS, the City is required to adopt an Enforcement Response Plan, which is attached to this Resolution as **Exhibit A**, and is incorporated herein for all purposes; and

WHEREAS, 40 CFR 403.9 (b)(2) requires a statement or resolution from the City Council responsible for supervising and/or funding the POTW that endorses or approves the funding, implementation, and enforcement of its wastewater pretreatment program.

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

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

Section 2. That the City of Roanoke, Texas, hereby endorses and approves the funding, implementation, and enforcement of a pretreatment program as required by 40 CFR 403 for the Regional Wastewater System with such program to continue as long as 40 CFR 403 remains in effect.

Section 3. That the City of Roanoke, Texas, hereby adopts and approves the Enforcement Response Plan, which is attached to this Resolution as ***Exhibit A***, and is incorporated herein for all purposes.

Section 4. That the City Secretary is authorized and directed to furnish a certified copy of this Resolution to the Trinity River Authority and, if required, the Texas Commission on Environmental Quality.

Section 5. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Roanoke, Texas, on this the 26th day of August, 2025.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

[Enforcement Response Plan]

TRINITY RIVER AUTHORITY OF TEXAS
DENTON CREEK
REGIONAL WASTEWATER SYSTEM
INDUSTRIAL PRETREATMENT PROGRAM

CITY OF ROANOKE, TEXAS
ENFORCEMENT RESPONSE PLAN

I. OVERVIEW AND PURPOSE

- A. The United States Environmental Protection Agency (EPA) promulgated regulations to require all Publicly Owned Treatment Works (POTWs) to adopt an Enforcement Response Plan (ERP) as part of their Approved Pretreatment Program. These regulations are found in Title 40 of the Code of Federal Regulations (CFR) §403.8(f)(5). The purpose of the ERP is to provide consistent enforcement responses for similar violations and circumstances. The ERP describes violations, defines a range of appropriate enforcement actions based on the nature and severity of the violation and other relevant factors, and identifies personnel responsible for finalizing enforcement responses. All users discharging non-domestic waste to the POTW are subject to the provisions of this ERP.
- B. Definitions are found in the City of Roanoke (City) Code of Ordinances, Section 1.4 or defined in the text. Titles and formats of forms and reports currently in use or in the City's files may vary from those herein, but the functions will be consistent with the terminology and definitions in this document.

C. List of Acronyms

• AO	Administrative Order
• BMP	Best Management Practices
• CA	Control Authority
• CFR	Code of Federal Regulations
• CIU	Categorical Industrial User
• DCRWS	Denton Creek Regional Wastewater System
• EPA	United States Environmental Protection Agency
• ERG	Enforcement Response Guide
• ERP	Enforcement Response Plan
• EMNR	Executive Manager Northern Region
• Gpd	Gallons per Day
• IU	Industrial User
• IUMI	Industrial User Master Inventory
• NOV	Notice of Violation
• NPDES	National Pollutant Discharge Elimination System
• NSCIU	Non-significant Categorical Industrial Users
• POTW	Publicly Owned Treatment Works
• RSA	Regulatory Services Agreement
• RS&CM	Regulatory Services & Compliance Manager
• TRA	Trinity River Authority
• SA	Staff Attorney
• SIU	Significant Industrial User
• SNC	Significant Noncompliance
• TAC	Texas Administrative Code
• TCEQ	Texas Commission on Environmental Quality
• TPDES	Texas Pollutant Discharge Elimination System
• RSA	Regulatory Services Agreement

II. IDENTIFICATION OF RESPONSIBLE PERSONNEL

A. CONTROL AUTHORITY

The Control Authority (CA) is the Trinity River Authority of Texas (TRA) as the operator of a multi-jurisdictional regional wastewater facility, Denton Creek Regional Wastewater System (DCRWS), which provides wastewater transportation and treatment, by contract, to individual Contracting Parties. The CA also implements an Approved Pretreatment Program as part of its existing Texas Pollutant Discharge Elimination System (TPDES) or National Pollutant Discharge Elimination System (NPDES) permit requirements. TRA's enforcement capabilities originate from the contractual obligations of the Contracting Party. The Contracting Party will initiate and pursue any enforcement actions against an Industrial User (IU).

1. Executive Manager Northern Region

The Executive Manager Northern Region (EMNR), or designated representative, is responsible for the operation and maintenance of the receiving wastewater treatment plant. The EMNR, or designated representative is also responsible for meeting TPDES or NPDES requirements.

2. Staff Attorney

The Staff Attorney (SA) is responsible for both the review of and commentary on any potential or ongoing judicial proceedings that the CA may become involved in pertaining to the pretreatment program. The Staff Attorney also supplies legal counsel as needed on other issues, such as the CA's legal obligations and rights.

3. Regulatory Services & Compliance Manager

The Regulatory Services & Compliance Manager (RS&CM) is responsible for the overall staffing and funding of the CA's pretreatment program. The RS&CM is responsible for the development and implementation of the Approved Pretreatment Program and appoints designated personnel for ongoing duties and tasks.

B. CONTRACTING PARTY

A Contracting Party is a member City that contracts with the CA for services. The City of Roanoke is a Contracting Party of the CA. All contracts include wastewater treatment. Pursuant to this wastewater contract, Contracting Parties are responsible for the overall implementation of the Approved Pretreatment Program within their jurisdiction. The Contracting Party is responsible for maintaining a City Ordinance that grants adequate legal authority to maintain, implement, and enforce the Approved Pretreatment Program. This Ordinance must contain current local limits. The Contracting Party must provide to the CA, in a timely manner, all relevant documents pertaining to the current IU's, as well as newly identified IU's. The CA shall receive from the Contracting Party a copy of all significant industrial users' (SIUs) and non-significant categorical industrial users' (NSCIUs) permit applications and industrial wastewater permits. Further, the Contracting Party shall furnish to the CA all documents and records as necessary, when required by the CA to

demonstrate compliance by all IUs. The Contracting Party must initiate and follow through with all IU enforcement.

1. Public Works Director

The Public Works Director (Director), or the duly authorized representative of the Director, is the designated official that is responsible for ongoing implementation and monitoring of the Approved Pretreatment Program within the City's jurisdiction. The Director, or the duly authorized representative of the Director, will also serve as the contact for the CA.

2. TRA-Contracting Party Regulatory Services Agreement

The TRA may assist the Contracting Party through a Regulatory Services Agreement (RSA) that delineates pretreatment services, and/or laboratory services provided to assist the Contracting Party with certain implementation aspects of the Approved Pretreatment Program within their jurisdiction. This includes such things as IU survey activities, reviewing IU permit applications, assistance with drafting wastewater permits, conducting IU inspections, sampling, and reviewing IU reports. TRA will provide support services for legal activities; however, the TRA will rely, through contractual obligations, upon the Contracting Parties to bring legal action and enforcement against noncompliant IUs. The RS&CM and associated TRA staff will initiate the RSA and its subsequent renewals with the Contracting Party. Both the TRA and the Contracting Party sign the RSA contract.

III. INDUSTRIAL USER INVENTORY

- A. Industrial User Master Inventory

Contracting Parties shall maintain an Industrial User Master Inventory (IUMI) list that contains existing and potential IUs. The Contracting Party will conduct ongoing updates to the IUMI to allow for the identification of new IUs. The CA will periodically request a copy of the IUMI. The TRA, through the RSA, can conduct the procedures for maintaining the IUMI for the Contracting Party. IU identification procedures shall consist of a combination of the following:

1. Review of City water use records,
2. Review of building permits issued in commercial/industrial areas,
3. Review of area phone books,
4. Review of the industrial list service for manufacturing facilities within the Contracting Party's jurisdiction,
5. On-site inspections of commercial/industrial areas to detect and define any new industries; and

6. An IU Survey, performed by the Contracting Party a minimum of once every five (5) years.

B. Coordination of IU Information

In order to form a close association with the Contracting Party and to receive the appropriate information required to maintain a current IUMI, it is necessary to designate personnel responsible for the transfer of data. A TRA representative will coordinate with the Director, or the duly authorized representative of the Director, to obtain information concerning new IU's.

IV. COMPLIANCE MONITORING PROCEDURES

It is the intent and purpose of the DCRWS's Approved Pretreatment Program that compliance monitoring activities be established to identify noncompliance with pretreatment standards. Compliance monitoring and its results must be done appropriately as to ensure it can be used as admissible evidence in any judicial proceedings that may result due to noncompliance. Sample monitoring and inspections assist in determining the compliance status of an IU.

A. Sample Monitoring

Sampling requirements, analytical methods, time schedules for submission of data to the Contracting Party, certification statement requirements, and other reporting requirements are established and set forth in the issued permits of IUs. Regardless of the permitted IU self-monitoring, the Contracting Party has legal authority to conduct sampling events to evaluate and verify compliance. Sample collection and analysis shall be in accordance with the City's Code of Ordinances, Chapter 18, Article IV, Sections 18-179 and 18-180 and 40CFR §136 unless otherwise specified in an applicable Categorical Pretreatment Standard. All analytical results submitted to demonstrate compliance shall meet the requirements of Title 30 of the Texas Administrative Code Chapter 25, Environmental Testing Laboratory Accreditation and Certification.

1. Submitting Monitoring Data

The Director, or the duly authorized representative of the Director, and the CA, receives monitoring data in the following ways:

- a. The permitted IU collects self-monitoring data and forwards the data to the Contracting Party. The Contracting Party, if required, will forward the self-monitoring data to the CA as required. Additionally, with the RSA, the TRA can receive self-monitoring data directly from the permitted IU; and/or
- b. The Director, or the duly authorized representative of the Director, samples the permitted IU. The Contracting Party, if required, will forward the monitoring data to the CA as required. Additionally, with the RSA, the TRA can sample the permitted IU to assist the Contracting Party.

2. Sample Frequency Requirements

The Director, or the duly authorized representative of the Director, identifies in the permit self-monitoring requirements for the IU. In some instances, the permit directs the IU to sample parameters at different frequencies with additional independent verification sampling by the Contracting Party. Optionally, an IU's permit can indicate the Contracting Party will conduct the sampling. This allows the Contracting Party to fulfil sample requirements for the IU as well as independent verification sample requirements for the Contracting Party. The following details the minimum requirements for SIUs and NSCIUs.

a. SIU Requirements

i. Permit Requires the SIU to Conduct Self-Monitoring

1) SIU Monitoring Requirements

The SIU will self-monitor for the parameters at the frequency identified in their permit if the permit requires the SIU to conduct its own self-monitoring. At a minimum, the permit will direct an SIU to conduct self-monitoring semiannually for some or all parameters. Semiannual monitoring means sample collection occurs once in the first six months of the Pretreatment Year and once in the second six months of the Pretreatment Year.

2) Contracting Party Monitoring Requirements

The Director, or the duly authorized representative of the Director, will sample the SIU's effluent, at minimum, annually for parameters in the permit with a frequency designation of semiannual or greater. Annual monitoring means sample collection will occur once in the Pretreatment Year. The TRA, through the RSA, can conduct the sample monitoring for the Contracting Party.

ii. Permit Identifies that the Contracting Party Conducts Self-Monitoring in lieu of the SIU ("Sampling in lieu of")

1) SIU Monitoring Requirements

The SIU does not sample. The permit identifies the Contracting Party with all monitoring responsibilities.

2) Contracting Party Monitoring Requirements

The Director, or the duly authorized representative of the Director, will sample for the parameters at the frequency identified in the SIU's permit. At a minimum, the permit will identify semiannual sampling for some or all parameters. As stated above, semiannual monitoring means sample collection occurs once in the first six months of the Pretreatment Year and once in the second six months of the

Pretreatment Year. The TRA, through the RSA, can conduct the sample monitoring for the Contracting Party.

b. NSCIU Requirements

i. Permit Identifies only Self-Monitoring for Contracting Party

1) NSCIU Monitoring Requirements

The NSCIU does not sample. The permit will identify the Contracting Party has sample monitoring responsibilities. The NSCIU will have to meet a flow restriction of <100 gallons per day (gpd) of categorical wastewater.

2) Contracting Party Monitoring Requirements

The Director, or the duly authorized representative of the Director, will sample the NSCIU's effluent once per permit cycle. This monitoring allows the Contracting Party to verify the NSCIU is not discharging untreated concentrated wastewater. Untreated concentrated wastewater means wastewater discharges over the categorical limit. If representative sampling is unachievable at the permitted outfall(s) due to no flow or insufficient flow, sampling personnel documents such conditions on the chain of custody. In this instance, the NSCIU is compliant with its effluent limitations. The TRA, through the RSA, can conduct the sample monitoring for the Contracting Party.

3. Sample Data Review

The Director, or the duly authorized representative of the Director, is responsible for reviewing all sampling data to determine its validity and the IU's compliance status. Also, the TRA, through the RSA, can review all sampling data for the Contracting Party. In this instance, TRA will inform the Director, or the duly authorized representative of the Director, of the compliance status of the IU based on the data.

4. Resample Requirements for Violations

Violations may result in increased sampling frequency. Within thirty (30) calendar days of becoming aware of a discharge limit violation, the SIU or NSCIU will be resampled for the parameter in question. Resampling will not be required if sampling is already being performed at a frequency of at least once per month or additional sampling has already been conducted between the time when the initial sampling was conducted and the time when the sampling results were received.

B. Inspections

The CA's Approved Pretreatment Program provides procedures for conducting inspections at permitted IUs.

1. Contracting Party Inspection Frequency for SIU and NSCIU

The Director, or the duly authorized representative of the Director, shall conduct inspections at each of the permitted IUs at a minimum frequency of one inspection event per year. In addition, the TRA through the RSA, can conduct the inspection at permitted IUs for the Contracting Party.

Additionally, the Director, the duly authorized representative of the Director, or the TRA, if contracted to conduct pretreatment services, will conduct inspections more often if deemed necessary. Other reasons to conduct an inspection can be for purposes of reviewing IU construction activities, and/or to investigate noncompliance issues.

2. Documentation of an Inspection

For each inspection, the Contracting Party will complete the inspection form approved under the CA's Approved Pretreatment Program. During inspections, the Contracting Party will commonly review the following:

- a. Manufacturing processes and waste treatment units;
- b. Chemical storage areas and amounts of chemicals kept on site;
- c. Comparison of water usage with semi-annual reports, permit applications, and/or water use records;
- d. Need for development or update of a slug control plan;
- e. Need for the development of a Toxic Organic Management Plan or assessment of how well the current plan is implemented; and
- f. Need for or adherence to best management practices (BMPs) required by the Director, or the duly authorized representative of the Director, or Categorical Pretreatment Standard.

3. Addressing Deficiencies

The Director, or the duly authorized representative of the Director, will inform the IU of any deficiencies identified in the inspection process and will follow proper enforcement action identified in the Enforcement Response Guide (ERG).

4. Access Denied

The Director, the duly authorized representative of the Director, CA, State and/or Federal agent will obtain a warrant if the IU does not allow entry/access or denies copies of records after displaying the proper credentials.

V. PROCEDURES TO SCREEN AND TRACK COMPLIANCE DATA

A. Contracting Party and Control Authority Responsibilities for Screening Data

The methods and designated personnel responsible for tracking the compliance status of IUs are defined in this ERP. The Contracting Party and/or CA will have responsibilities associated with screening all notices, reports, and data from the IUs. The Contracting Party will address identified violations with appropriate responses as required by this ERP and ERG.

1. Contracting Party Responsibilities

The Contracting Party is responsible for complying with the CA's Approved Pretreatment Program requirements including, issuing permits, conducting inspections, sample monitoring, receiving required reports, and the evaluation of incidents of noncompliance. The role of the Director, or the authorized representative of the Director, will vary based on whether the Contracting Party has entered a RSA with the TRA to assist with implementation of the CA's Approved Pretreatment Program.

a. Contracting Party Without a RSA

The Director, or the duly authorized representative of the Director, will screen data and reports for violations as soon as possible after receipt of the data and/or report, in order to initiate any necessary enforcement action in the timeframe identified in the ERG. As part of this evaluation process, the Director, or the duly authorized representative of the Director, will track non-discharge violations, such as reporting deficiencies or falsification. In addition, the Director, or the duly authorized representative of the Director, will address incomplete or inaccurate reports with an appropriate response and follow-up enforcement actions if necessary. All enforcement actions undertaken by the Contracting Party will follow the guidelines of this ERP and the ERG. The Contracting Party will submit, as required, reports to the CA in a timely manner.

i. SNC Tracking and Public Notice Responsibilities

The Contracting Party shall publish IUs in the month specified in the CA's TPDES or NPDES permit using the criteria for determining Significant Noncompliance (SNC) found in the Contracting Party's Ordinance or at 40 CFR §403.8(f)(2)(viii)(A)-(H), whichever is more stringent.

1) Determining SNC

SNC status of permitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B) shall be determined quarterly in accordance with the following EPA Memorandums:

- Cook, M. (September 9, 1991), *Application and Use of the Regulatory Definition of Significant Noncompliance for Industrial Users*.
- Charles, M. (January 17, 1992), *Determining Industrial User Significant Noncompliance – One Page Summary*

2) Documenting SNC

- a) The Director, or the duly authorized representative of the Director, will document the calculation of the criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B) each quarter and retain this documentation with the SIU file system.
- b) The Director, or the duly authorized representative of the Director, will evaluate the SNC status of permitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(C)–(H) at the time of each violation. The Contracting Party will document the reports associated with the qualifying violations and retain this documentation in the SIU file system.
- c) The Director, or the duly authorized representative of the Director, will evaluate the SNC status of unpermitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(C)(D) and/or (H) at the time of each violation. The Contracting Party will document the reports associated with the qualifying violation and retain this documentation in the SIU file system.

3) SNC Notification to CA and SNC Public Notice

- a) Each quarter, the Director, or the duly authorized representative of the Director, shall submit an update on the SNC status of each permitted SIU and if applicable, any unpermitted IUs, to the CA.
- b) The Contracting Party shall publish in the month specified in the CA's TPDES or NPDES permit those IUs which are in SNC. Once published, the Director, or duly authorized representative of the Director, shall forward to the CA an original newspaper publication of the public notice or copy of the newspaper publication with official affidavit of the list of IUs that meet the criteria of SNC. The newspaper publication provided to the CA must include the name of the newspaper and the publication date of the list.

b. Contracting Party With an Existing RSA

If the TRA is providing contractual pretreatment services to the Contracting Party, the TRA will screen data and reports for violations as soon as possible after receipt of the report/data. When the TRA detects a violation of an IU permit condition and/or the violation qualifies for SNC, TRA will notify the Director, or duly authorized representative of the Director. Exhibit 4 provides a notification example. The Director, or duly authorized representative of the

Director, will initiate any necessary enforcement action in a timely manner by following the guidelines of this ERP and the ERG.

i. SNC Tracking and Public Notice Responsibilities

Although the TRA will conduct the evaluation of SNC, the Contracting Party is responsible for publishing IUs in the month specified in the CA's TPDES or NPDES permit. SNC will be determined using the criteria for determining SNC found in the Contracting Party's Ordinance or at 40 CFR §403.8(f)(2)(viii)(A)-(H), whichever is more stringent.

1) Determining SNC

The TRA will evaluate SNC status of permitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B) quarterly in accordance with the following EPA Memorandums:

- Cook, M. (September 9, 1991), *Application and Use of the Regulatory Definition of Significant Noncompliance for Industrial Users*.
- Charles, M. (January 17, 1992), *Determining Industrial User Significant Noncompliance – One Page Summary*.

2) Documenting SNC

- a) The TRA will document the calculation of the criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B) each quarter, and the TRA will retain this documentation with the TRA Contracting Party's file system.
- b) The TRA will evaluate the SNC status of permitted IUs for criteria at 40CFR §403.8(f)(2)(viii)(C)–(H) at the time of each violation. The TRA will document the reports associated with qualifying violations, and the TRA will retain this documentation in the TRA Contracting Party's SIU file system.
- c) The TRA will evaluate the SNC status of unpermitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(C)(D) and/or (H) at the time of each violation. The TRA will document the reports associated with qualifying violations, and the TRA will retain this documentation in the TRA Contracting Party's file system.

3) SNC Notification to the Contracting Party and SNC Public Notice

- a) The TRA will identify and notify the Director, or the duly authorized representative of the Director, when IUs are in SNC. The Director, or the duly authorized representative of the Director, will then notify the IUs of their SNC status. At the end of the Pretreatment Year, the TRA will submit a list of IUs that are considered to be in SNC to the Director, or the duly authorized representative of the Director, for publication.

- b) The Contracting Party shall publish in the month specified in the CA's TPDES or NPDES permit, the IUs who are in SNC. Once published, the Director, or the duly authorized representative of the Director, shall forward an original newspaper publication of the public notice or copy of the newspaper publication with an official affidavit of the list of IUs that meet the criteria of SNC to the CA. The newspaper publication provided to the CA must include the name of the newspaper and the publication date of the list.

2. CA Responsibilities

The Contracting Party is responsible for submitting to the CA all IU documents required by the wastewater contract and the CA's Approved Pretreatment Program. The CA is responsible for screening these documents received from the Contracting Party in a timely manner and notifying the Director, or the duly authorized representative of the Director, of any deficiencies. The CA will file documents from the Contracting Party in the TRA Contracting Party IU file system. The CA will submit required reports on compliance to the Approval Authority. The CA may also provide pretreatment and laboratories services to the Contracting Party on a contractual basis to assist the Contracting Party in its compliance verification activities identified in this ERP. The Contracting Party will be responsible for conducting enforcement actions.

B. Contracting Party and Control Authority Responsibilities for Submission of Data

1. Contracting Party Responsibilities

a. Contracting Party Without a RSA

The Director, or the duly authorized representative of the Director, is responsible for maintaining complete files on each permitted IU and applicable unpermitted IUs. The Contracting Party will note the date of receipt on all notices, reports, and data received from IUs. The Director, or the duly authorized representative of the Director, will submit to the CA copies of documents required by the wastewater contract or the CA's Approved Pretreatment Program as necessary.

b. Contracting Party with a RSA

If the TRA is providing contractual pretreatment services to the Contracting Party, the TRA will directly receive and review notices, reports and data submitted by permitted IUs and unpermitted IUs. The TRA will maintain complete files on each permitted IU and applicable unpermitted IUs. The Director, or the duly authorized representative of the Director, will forward any enforcement documents, signed wastewater permits, and other documents related to IUs which were not sent directly to TRA. The TRA will note the date of receipt on all notices, reports, and data received from IUs. The TRA is responsible for reviewing incoming notices, reports, and data from Contracting Parties and/or IUs. The TRA will address incomplete reports in accordance with procedures outlined in this ERP.

2. CA Responsibilities

The CA will note the date of receipt on all notices, reports, and data from Contracting Parties. All notices, data, and reports sent and received by the CA are kept in a file system that contains additional delineated IU files. The CA will adhere, at minimum, to document review as stipulated in the wastewater contract. The CA will notify the Director, or the duly authorized representative of the Director, of any reporting deficiencies. The Contracting Party will address incomplete reports according to procedures outlined in this ERP and the CA's Approved Pretreatment Program.

3. Tracking Information

The CA and/or Contracting Party will track dates associated with IU notices, data, and reports with a computer, a monthly update log, and/or the IU files. The CA and/or Contracting Party will address incomplete reports according to procedures outlined in this ERP. The following notices and reports require date tracking:

- a. Notification of a violation from a permittee within twenty-four (24) hours of the permittee becoming aware of the violation;
- b. Compliance schedule progress reports;
- c. Baseline monitoring reports, including required BMP compliance information (Categorical Industrial User [CIU] and NSCIU only);

- d. Ninety (90) day compliance reports, including required BMP compliance information (CIU and NSCIU only);
- e. Periodic reports on continued compliance, including any applicable self-monitoring and required BMP compliance information (SIU and NSCIU);
- f. NSCIU annual reports and certification statement;
- g. Notifications of changed discharge;
- h. Permit applications;
- i. Notices of potential problems, including slug loading;
- j. Notices of changes at the permitted facility affecting the potential for slug discharge;
- k. Notifications of hazardous waste discharge;
- l. Requested inspection follow up reports;
- m. Thirty (30) day re-sampling for effluent related noncompliance, and
- n. Other reports as required by permit and/or requested by the Director, or the duly authorized representative of the Director, from permitted IUs and unpermitted IUs.

VI. RESPONSE CRITERIA

This ERP establishes a proper range of enforcement responses that identify many common discharge and non-discharge violations. The Contracting Party will often choose from between several applicable responses. The Contracting Party will consider, among other factors, the following criteria when determining a proper response to IU violations:

- A. Magnitude of the violation;
- B. Duration of the violation;
- C. Effect on the receiving water;
- D. Effect on the POTW, its treatment processes or operations, or its sludge processes, use or disposal;
- E. Compliance history of the IU,
- F. Economic benefit to the IU of noncompliance; and

G. Good Faith of the IU

“Good Faith” means the Contracting Party’s perception of the IU’s honest intention to remedy any noncompliance, combined with actions that reflect this intention. An IU’s demonstrated willingness to comply may predispose the Contracting Party to select less stringent enforcement responses. “Good Faith” will not eliminate the necessity for enforcement action. Compliance with any previous enforcement orders will not necessarily demonstrate “Good Faith”.

VII. ENFORCEMENT RESPONSES

A. Severity of Violation

The Contracting Party may initially rely on informal actions such as telephone calls or Notices of Violation (NOVs) where violations are not significant, or do not result in immediate harm. However, when the violation is significant, or when the IU does not promptly undertake corrective action, the Contracting Party shall respond with more severe enforcement actions. In either case, enforcement response will promote a return to compliance in a timely manner.

For Contracting Parties with a RSA, the TRA can provide enforcement guidance based on the requirements of this ERP, but the Director, or the duly authorized representative of the Director, must conduct formal enforcement actions.

1. Determining Magnitude of the Violation

The Director, or the duly authorized representative of the Director, will determine if IU violations are significant or not significant. In addition, the Director, or the duly authorized representative of the Director, will assess the severity of the violation for impact on the POTW and receiving stream. Finally, the Director, or the duly authorized representative of the Director, will evaluate the frequency in regards to the same type of violation.

a. Significant Violations

A significant violation meets the criteria for classifying an IU as in SNC, as defined in the City's Ordinance, and requires additional supplemental enforcement action of public notice. The Director, or the duly authorized representative of the Director, will respond to significant violations based on severity, which requires evaluating the violation for harmful impact to the POTW.

b. Harm

An IU violation is considered to cause harm if it has negative impacts on the POTW that interfere, harm, or damage POTW personnel, equipment, processes, operations, or cause biosolids contamination resulting in increased disposal costs. Additionally, an IU violation that has the potential to affect the receiving stream, impact the receiving stream, and/or contributes to a violation of the CA's TPDES or NPDES permit is considered harmful.

c. Recurring Violations

Recurring violations indicate that chronic problem(s) exist(s) at the IU. The Director, or the duly authorized representative of the Director, will escalate its enforcement response when follow-up activities indicate either the violation persists or the IU is not achieving satisfactory progress.

Recurring, for purposes of this ERP, means three noncompliant events for each separate parameter or non-effluent violation over a twelve (12) month period from the date of the initial same type violation. For example, three recurring zinc violations would be evaluated separately from other recurring effluent violations and other recurring non-effluent violations. The Director, or the duly authorized representative of the Director, shall increase enforcement on the third violation for the same type of noncompliant event, unless the second violation qualifies as a significant violation and/or a violation that will harm the POTW.

2. Consistent Compliance

The Director, or the duly authorized representative of the Director, conducts enforcement actions to remedy IU violations of the CA's Approved Pretreatment Program and return the IU to consistent compliance in a timely manner. For purposes of this ERP, consistent compliance means no IU violations of the same type in a twelve (12) month period.

B. Enforcement Response Evaluation

The Contracting Party may use several initial and follow-up actions in responding to noncompliance issues. Which response, or combination of responses the Contracting Party uses will depend on the violation's severity, event duration, effect on the environment and/or POTW, the IU's economic benefit received from remaining in noncompliance, and the IU's compliance history including past "Good Faith" in taking corrective action. The Director, or the duly authorized representative

of the Director, may assess penalties to IUs committing significant violations based upon the economic benefit received. The following document may be used to calculate the amount of the penalty.

- United States Environmental Protection Agency. *Guidance Manual for POTW's to Calculate the Economic Benefit of Noncompliance*, Office of Water Enforcement and Permits. (September 1990)

C. Enforcement Response Actions

The Director, or the duly authorized representative of the Director, will use the ERG to determine an appropriate enforcement action. When the IU fails to return to compliance following the initial enforcement response, the Contracting Party will escalate its enforcement in a follow-up action in response to subsequent noncompliance within the guidelines provided in this ERP. Possible enforcement actions are as follows:

1. Informal Notice

This is an informal communication between the Contracting Party with the IU to discuss noncompliance. This discussion is a starting point for situations that are not a significant violation. This can be a verbal or written notification. For Contracting Parties with a RSA, the TRA can provide informal notice, but must also inform the Director, or the duly authorized representative of the Director, of the notification.

2. Notice of Violation (See Exhibit 2)

The NOV is an official communication from the Contracting Party to the noncompliant IU informing the IU of a pretreatment violation. The purpose of the NOV is to notify the IU of the violation(s) and to request a response within a given time period, usually within ten (10) business days.

3. Review meeting

A review meeting is a meeting between the IU and Contracting Party usually preceding an increased enforcement action. This meeting can be at the request of the IU and/or Contracting Party. The meeting serves as an avenue for discussion of the current situation and/or the sequence of events on impending action. For Contracting Parties with a RSA, the Director, or the duly authorized representative of the Director, can have the TRA conduct a review meeting on behalf of the Contracting Party. In this instance, the TRA will provide a summary of the meeting to the Director, or the duly authorized representative of the Director.

4. Compliance Schedule

A compliance schedule is a schedule that contains increments of progress in the form of milestones and corresponding dates for the commencement and completion of those milestones. Milestones are often major events leading to the construction and operation of additional pretreatment required for the IU to meet

an applicable Pretreatment Standards. Such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation. An IU's permit or an administrative order (AO) may contain a compliance schedule. In addition, the Director, or the duly authorized representative of the Director, can require a standalone compliance schedule.

5. Administrative Order

An Administrative Order (AO) is an enforcement documents that direct an IU to undertake and/or cease specific activities. The Director, or the duly authorized representative of the Director, may or may not negotiate the terms of the AO with the IU. The AO may incorporate compliance schedules, civil or criminal penalties, and termination of service orders. There are four types of AOs that the Contracting Party may utilize alone or in combination.

a. Cease and Desist Order (See Exhibit 3)

A Cease and Desist Order directs an IU to cease illegal unauthorized discharges immediately or terminate its discharge altogether. The Director, or the duly authorized representative of the Director, uses this order in situations where the discharge could cause harm such as interference or pass-through at the treatment plant, or otherwise causes an emergency at the treatment plant or in the collection system. The Contracting Party can order immediate cessation of any discharge to its collection system, regardless of an IU's compliance status and may revoke any wastewater discharge permits held by the IU. If the user fails to comply with the order, the Contracting Party may take independent action to halt the discharge, such as terminating water service, conducting physical severance, or blocking the IU's connection point.

b. Consent Order (See Exhibit 4)

A Consent Order is an agreement between the Contracting Party and the IU normally containing three elements:

- i. Compliance schedule(s);
- ii. Stipulated fines or remedial actions; and
- iii. Signatures of the Contracting Party and IU representatives.

c. Show Cause Order (See Exhibit 5)

A Show Cause Order directs the IU to appear before the Contracting Party to explain its noncompliance, and show cause as to why more severe enforcement actions against the IU should not be pursued. The CA may be present during the hearing. The Director, or the duly authorized representative of the Director, can use this order to investigate violations of previous AOs.

d. Compliance Order (See Exhibit 6)

A Compliance Order directs the IU to achieve or restore compliance by a date specified in the order. The Director, or the duly authorized representative of the Director, need not discuss the terms of this order with the IU prior to issuance. The Contracting Party may use this order to require an IU to develop management practices, spill prevention programs, and any other Approved Pretreatment Program requirements.

6. Civil Litigation

Civil litigation is the formal process of filing a lawsuit(s) against an IU to secure court ordered actions to correct violations and to secure penalties for violations including the recovery of costs to the POTW impacted by the noncompliance. Civil litigation also includes enforcement measures that require involvement or approval by the courts, such as injunctive relief and settlement agreements. The Contracting Party can pursue civil litigation when the corrective action required is costly and complex, or when the IU is unmanageable and/or unwilling to cooperate.

- a. The following three general situations demonstrate when civil litigation is an appropriate enforcement action:
 - i. Situations in which injunctive relief is necessary to halt or prevent discharges which threaten human health or the environment, or interfere with the POTW;
 - ii. Situations in which efforts to restore compliance through cooperation with the IU have failed and a court supervised settlement (consent decree) is necessary to enforce Approved Pretreatment Program requirements;
 - iii. Situations in which it is necessary to impose civil penalties and/or to recover losses incurred due to the noncompliance.
- b. The Contracting Party will utilize three types of civil litigation either alone or in conjunction. They are as follows:

- i. Consent Decree

- A consent decree is an agreement between the Contracting Party and the IU reached after the Contracting Party files a lawsuit. The consent decree is signed by the judge assigned to the case. The Contracting Party uses a consent decree when the violator is willing to acknowledge and correct the noncompliance and the Contracting Party and the violator agree on the penalty. The agreement can be formalized prior to a full hearing on the issue(s).

- ii. Injunction

- An injunction is a court order that directs parties to follow an established procedure and/or to refrain from specific actions. A Contracting Party

uses an injunction if the delays involved in filing a suit would result in irreparable harm. A cease and desist order may be used in place of injunctive relief.

iii. Civil Penalties and Cost Recovery

Civil penalties and cost recovery are forms of reimbursement to the Contracting Party and/or the CA by the IU to pay for all expenses incurred while responding to noncompliance. This may include restoration of the physical treatment plant and collection system, payment for medical treatment of injured personnel, and indemnification for all fines assessed for NPDES or TPDES permit violations. Civil penalties and cost recovery may be court ordered.

7. Criminal Prosecution

Criminal prosecution is the formal process of charging individuals and/or organizations with violations of Ordinance provisions that are punishable, upon conviction, by citation/fines and/or imprisonment. The purpose is to punish established noncompliance through court proceedings and to deter future noncompliance.

a. Citations

City Ordinance allows the Contracting Party to issue citations as court summons for Class C Misdemeanors. Maximum fines should be the maximum allowed by state law, currently \$2,000 per day, per violation. If applicable, the Contracting Party can pursue higher charges under the appropriate state law, which could result in higher fines or imprisonment.

8. Termination of Wastewater Services

Termination of wastewater service is the revocation of an IU's privilege to discharge industrial wastewater into the Contracting Party's wastewater system. Termination may be accomplished by physical severance or blocking of the industry's connection to the collection system, by issuance of an AO that requires the IU to terminate its discharge, or by a court ruling. The Contracting Party should consider termination of wastewater service as an appropriate response to IUs that have not responded adequately to previous enforcement remedies. The Contracting Party issues a notice to the IU, when possible, to fulfill the due process requirements associated with service termination and enables the IU to halt production in time to avoid backflows, spills, and other harm to the IU's facility, as well as time to look for alternative means of wastewater disposal.

9. Supplemental Enforcement Actions

The Director, or the duly authorized representative of the Director, shall determine on an individual basis to use supplement enforcement responses to reinforce the compliance obligations of IUs. The three categories below identity these supplemental actions:

a. Public Notice

As a requirement of 40 CFR §403.8(f)(2)(viii) there will be an annual publication of a list of IUs which were in SNC. The Director, or the duly authorized representative of the Director, shall evaluate IUs for SNC four times a year, in accordance with EPA guidelines as shown in the “rolling” quarter’s method for SNC criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B). In addition, the Director, or the duly authorized representative of the Director, shall evaluate IUs for SNC at the time of the qualifying violation for criteria 40 CFR §403.8(f)(2)(viii)(A)-(H). Publication of the list satisfies the public’s right to know of violations affecting the immediate environment and causing additional expenditures of public funds to operate and maintain the POTW. Additionally, publication discourages IUs from committing pretreatment violations.

b. Increased Monitoring and Reporting

The Director, or the duly authorized representative of the Director, may increase surveillance activities (i.e., sampling and inspections) when an IU demonstrates a history of noncompliance. Additionally, the Director, or the duly authorized representative of the Director, may require the IU to conduct more self-monitoring and reporting until the problem is corrected and consistent compliance is demonstrated. Increased monitoring should be ordered for a specified time period or until a compliance milestone is achieved.

c. Cost Recovery for Damages, Abatement, and Remediation

Users or responsible persons may be required to make reimbursement to the Contracting Party and/or CA to pay for all expenses incurred in responding to violations. This may include restoration of the physical treatment plant and collection system, repairs or replacement of equipment, payment for medical treatment of injured personnel, and indemnification for all fines assessed for NPDES or TPDES permit violations. This may also include costs for abatement, cleanup, or remediation from prohibited discharges to the sanitary sewer or any area that drains to the sanitary sewer. The Contracting Party may conduct cost recovery through administrative action or court ordered civil penalties.

VIII. ENFORCEMENT RESPONSE GUIDE

The ERG shall serve as a matrix describing violations and indicates a range of appropriate enforcement options. It defines the range of enforcement actions based on the nature and severity of the violations and other relevant factors and will promote consistent and timely use of enforcement remedies. The guide allows the Contracting Party to select from several alternative initial and follow-up actions. When an IU fails to return to compliance following enforcement response, the Contracting Party shall escalate its enforcement response.

A. The Contracting Party shall consider the following criteria when determining a proper

enforcement action:

1. Magnitude of the violation;
 2. Duration of the violation;
 3. Effect of the violation on the receiving water;
 4. Effect of the violation on the POTW processes and sludge disposal;
 5. Compliance history of the IU;
 6. Economic benefit to the IU of noncompliance; and
 7. . Good Faith of the IU.
- B. The attached ERG identifies types of common violations the Contracting Party anticipates, determines which responses are appropriate for many of the common discharge and non-discharge violations, identifies initial and follow-up responses to the violations, and designates personnel responsible for administering each of these responses. The following guidelines are a tool and will be used as follows:
1. Locate the type of violation in the first column and identify the most accurate description of the violation in the second column.
 2. Assess the appropriateness of the recommended response(s) in the second column. First offenders or IUs demonstrating "Good Faith" efforts may merit a more lenient response. Similarly, repeat offenders or those demonstrating negligence may require an escalated response.
 3. Apply the chosen enforcement action to the IU from the third column. Specify if any supplemental enforcement actions are chosen.
 4. Determine appropriate personnel for the enforcement action. The fourth column indicates personnel responsible for delivery each response.
 5. Follow-up with escalated enforcement action if the IU does not respond or violations continue.

**ENFORCEMENT RESPONSE GUIDE
SUMMARY OF ACTION**

Violation	Nature of the Violation	Enforcement Action	Personnel
1. Failure to apply for discharge permit <u>Applies to:</u> Unpermitted Users	Not Significant, if classified as SIU-non CIU	- Informal Notice with Application - NOV with Application	Director ^e
	Significant, if classified as CIU	- NOV with Application - Review Meeting with Application	
	Recurring	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
2. Failure to apply for renewal discharge permit <u>Applies to:</u> Permitted Users	Not Significant; Has not submitted application within specified time frame required in permit	- Informal Notice	Director ^e
	Significant; >45 days late in submitting application in regards to specified time frame required in permit	- NOV - Review Meeting - AO - Criminal Prosecution	
	Significant Permit is expired; IU continues to discharge	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
3. Late reports <u>Applies to:</u> Permitted Users	Not Significant; <45 days	- Informal Notice - NOV	Director ^e
	Significant; >45 days	- NOV - Review Meeting	
	Recurring; Not Significant; > 45 Days	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; > 45 Days	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	

ENFORCEMENT RESPONSE GUIDE SUMMARY OF ACTION			
Violation	Nature of the Violation	Enforcement Action	Personnel
4. Failure to properly sign reports with certification statement. Designated signatory must sign required report, or report is incomplete. <u>Applies to:</u> Permitted Users Dental Dischargers	First and Second Occurrence	- Informal Notice	Director ^e
	Recurring	- NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
5. Failure to report changed discharge or changed conditions <u>Applies to:</u> Permitted Users	Significant; No Harm	- NOV - Review Meeting	Director ^e
	Recurring; Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	

SUMMARY OF ACTION			
Violation	Nature of the Violation	Enforcement Action	Personnel
6. Failure to report discharge of hazardous waste <u>Applies to:</u> Unpermitted Users Permitted Users	Significant; No Harm	- NOV - Review Meeting	Director ^e
	Recurring; Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
7. Missed dates in compliance schedules <u>Applies to:</u> Unpermitted Users undergoing permit process Permitted Users	Missed milestone by < 45 days; Not Significant	- Informal Notice - NOV	Director ^e
	Recurring; Not Significant	- NOV - Review Meeting - Civil Litigation - Criminal Prosecution - Terminate Service	
	Missed milestone by >45 days; Significant	- NOV - Review Meeting	
	Recurring; Significant; Missed final milestone with no reasonable cause for delay	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	

ENFORCEMENT RESPONSE GUIDE
SUMMARY OF ACTION

Violation	Nature of the Violation	Enforcement Action	Personnel
8. Falsification of Information to POTW <u>Applies to:</u> Unpermitted Users Permitted Users	Good Faith; No intent; No Harm	- Informal Notice - Review Meeting	Director ^e
	Proven; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution	
	Proven; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
9. Violation of pretreatment standards (effluent limitations, BMPs, etc) <u>Applies to:</u> Permitted Users	Not Significant; No Harm	- Informal Notice - NOV - Compliance Schedule	Director ^e
	Significant; No Harm	- NOV - Review Meeting - Compliance Schedule	
	Recurring; Not Significant or Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	

**ENFORCEMENT RESPONSE GUIDE
SUMMARY OF ACTION**

Violation	Nature of the Violation	Enforcement Action	Personnel
-----------	-------------------------	--------------------	-----------

10. Failure to sample or monitor correctly if IU is required to conduct self-monitoring <u>Applies to:</u> Permitted Users	Failure to monitor all pollutants as required by permit	- Informal Notice and require retest - NOV and require retest	Director ^e
	Recurring, Failure to monitor all pollutants as required by permit	- NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Improper sampling procedure and/or improper analysis method	- Informal Notice and require retest - NOV and require retest	
	Recurring, improper sampling procedure and/or improper analysis method	- NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Failure to monitor in correct location	- Informal Notice and require retest - NOV and require retest	
	Recurring, failure to monitor in correct location	- NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
11. Failure to report required or voluntary monitoring of any regulated pollutant at permitted sampling location <u>Applies to:</u> Permitted Users	Not Significant	- Informal Notice - NOV	Director ^e
	Significant or Recurring	- NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	

ENFORCEMENT RESPONSE GUIDE SUMMARY OF ACTION

Violation	Nature of the Violation	Enforcement Action	Personnel

12. Failure to develop and or implement BMP required by permit <u>Applies to:</u> Permitted Users	Not Significant; No Harm	- Informal Notice - NOV	Director ^e
	Significant; No Harm	- NOV - Review Meeting	
	Recurring; Not Significant or Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
13. Violates prohibited discharge criteria or specific discharge prohibitions <u>Applies to:</u> Permitted Users	Not Significant; No Harm	- NOV	Director ^e
	Significant; No Harm	- NOV - Review Meeting	
	Recurring; Not Significant or Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
ENFORCEMENT RESPONSE GUIDE SUMMARY OF ACTION			
Violation	Nature of the Violation	Enforcement Action	Personnel

14. Slug load discharges <u>Applies to:</u> Unpermitted Users Permitted Users	No Harm	- Informal Notice - Slug Control Plan	Director ^e
	Recurring; No Harm	- NOV and Slug Control Plan - Review Meeting and Slug Control Plan - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
15. Violation of local limit or prohibited discharge criteria <u>Applies to:</u> Unpermitted Users	No Harm	- Informal Notice - Permit Application	Director ^e
	Recurring; Not Significant or Significant; No Harm	- NOV and Permit Application - Review Meeting and Permit Application	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
16. Failure to allow access to the facility, facility area, or facility records <u>Applies to:</u> Unpermitted Users Permitted Users	Entry denied or consent withdrawn; Copies of records denied	- Obtain warrant and return to IU	Director ^e
ENFORCEMENT RESPONSE GUIDE SUMMARY OF ACTION			

Violation	Nature of the Violation	Enforcement Action	Personnel
17. Failure to install and/or maintain monitoring equipment <u>Applies to:</u> Permitted Users	Not Significant	- Informal Notice - NOV	Director ^e
	Significant	- NOV - Review Meeting	
	Recurring Not Significant	- NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
18. Failure to properly operate and/or maintain treatment equipment <u>Applies to:</u> Permitted Users	Not Significant; No Harm	- Informal Notice - NOV	Director ^e
	Significant; No Harm	- NOV - Review Meeting	
	Recurring; Not Significant or Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	

**ENFORCEMENT RESPONSE GUIDE
SUMMARY OF ACTION**

Violation	Nature of the Violation	Enforcement Action	Personnel
-----------	-------------------------	--------------------	-----------

19. Wastestreams are diluted in lieu of proper treatment <u>Applies to:</u> Permitted Users	Good Faith; No intent; No Harm	- Informal Notice - NOV	Director ^e
	Recurring or Proven; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Proven; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
20. Failure to maintain sample point that allows for and does not interfere with representative sample collection <u>Applies to:</u> Permitted Users	First and Second Occurrence	- Informal Notice	Director ^e
	Recurring	- NOV - Review Meeting - AO - Citation - Civil Litigation - Criminal Prosecution - Terminate Service	
21. Inadequate recordkeeping <u>Applies to:</u> Permitted Users	IU's recordkeeping/files are incomplete and/or missing documents, Good Faith	- Informal Notice - NOV	Director ^e
	IU's recordkeeping/files continue to be incomplete and/or missing documents or No Good Faith	- NOV - Review Meeting - AO - Citation - Civil Litigation - Criminal Prosecution - Terminate Service	

ENFORCEMENT RESPONSE GUIDE SUMMARY OF ACTION			
Violation	Nature of the Violation	Enforcement Action	Personnel

22. Failure to mitigate noncompliance or halt production <u>Applies to:</u> Permitted Users	Good Faith effort demonstrated	-Review Meeting -AO	Director ^e
	Recurring or No Good Faith	- AO - Citation - Civil Litigation - Criminal Prosecution - Terminate Service	
23. Any other violation not elsewhere described in the Enforcement Response Guide	Any	- NOV - Review Meeting - AO - Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	Director ^e
a. All violations may be subject to supplemental enforcement actions as defined in this ERP and include public notice, increased monitoring and reporting, and cost recovery for damages, abatement and remediation.			
b. All violations will be identified and documented within thirty (30) days of receiving compliance information.			
c. Violations which threaten health, property or environmental quality are considered emergencies and will receive immediate responses such as halting the discharge or termination of service.			
d. The City's enforcement actions will include specified date(s) at which the City expects a response from a user that has violated provisions of the ordinance. All violations will normally be addressed by the user within ten (10) to thirty (30) business days of the identification of noncompliance. The City will pursue users return to compliance as quickly as seems practical, taking into account as many factors as appropriate for the situation.			
e. Director of Public Works or the duly authorized representative of the Director of Public Works.			

[Insert TRA File Number]

[Insert Date]

[Insert Contract Party Pretreatment Representative Name]

[Insert Contract Party Pretreatment Representative Title]

City of [Insert name of City]

[Insert Street Address]

[Insert City], Texas [Insert Zip Code]

Dear [Mr./Ms.] [Insert Contracting Party Representative Last Name]:

Monitoring activities were conducted at [Insert name of SIU as it appears on Permit]. The enclosed analysis indicates noncompliance with the [Insert name of SIU as it appears on Permit]'s "Permit to Discharge Industrial Wastewaters to the Sanitary Sewer" at the time of the monitoring activity. [Note this opening paragraph can be adjusted to accommodate or explain other types of violations besides a violation(s) of a numeric permit limit.]

The City of [Insert name of City] (City) is responsible for the administration and enforcement of Ordinance No. [Insert all current Ordinance Nos. that were approved for the City under the TRA-DCRWS Pretreatment Program]. The City and the Trinity River Authority (TRA) must also comply with the Environmental Protection Agency's (EPA) General Pretreatment Regulations (40CFR §403) and the Ordinance.

Therefore, a Notice of Violation (NOV) should immediately be sent to the industry with a request to submit within ten (10) business days of receiving this notice a report containing the following:

1. The problems(s) per the NOV issued.
2. The possible cause(s) of the problem(s).
3. The steps being taken to minimize or curtail the reoccurrence of the problem(s).

A copy of the NOV issued to the industry and the industry's report must be sent to the TRA's Pretreatment Division within one (1) month of the City's receipt of the TRA monitoring report.

The NOV must also be addresses by the City as to what its actions against the industry may be. This may entail a progressive enforcement, a fine, etc. Progressive enforcement is an essential part of the pretreatment enforcement program as required by the General Pretreatment Regulations.

[Insert Contract Party Pretreatment Representative Name]

[Insert Date of Letter]

[Insert TRA File Number]

Page 2

It is not the intent of the TRA to cause undue hardship for the industries in your City; however, enforcement of Ordinance No. [Insert all current Ordinance Nos. that were approved for the City under the TRA-DCRWS Pretreatment Program] is a requirement of the TRA Denton Creek Regional Wastewater System's (DCRWS) Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0013457001.

Sincerely,

[Insert Name of TRA Environmental Specialist]

Environmental Specialist

Enclosure [Enclose a copy of the summary of the results identifying noncompliance and lab report if needed]

cc: [Insert Name], Manager, DCRWS
[Insert Name], Environmental Services Coordinator, TRA ES&C

[Insert Date]

[Insert SIU's Designated Signatory's Name]

[Insert SIU's Designated Signatory's Title]

[Insert name of SIU as it appears on the City's issued permit]

[Insert Street Address]

[Inset City], Texas [Insert Zip Code]

Re: Noncompliant Wastewater Discharge

Dear [Mr./Ms.] [Insert SIU's Designated Signatory's Last Name]:

Monitoring activities were conducted on [insert date(s) of sample collection event that is in noncompliance] at [Insert name of SIU as it appears on the City's issued permit] "Permit to Discharge Industrial Wastewater to the Sanitary Sewer" at the time of the monitoring activity.

This letter shall serve as an OFFICIAL NOTICE OF VIOLATION

[Note the opening paragraph and the "To Wit:" section can be adjusted to accommodate or explain other types of violations besides a violation(s) of a numeric permit limit.]

To Wit:

<u>Date</u>	<u>Parameter</u>	<u>Outfall</u>	<u>Result (mg/L)</u>	<u>Daily Limit (mg/L)</u>	<u>Monthly Limit (mg/L)</u>
01/02/2014	Oil and Grease	001	205	200	NA

A report addressing the following must be submitted within ten (10) business days of the receipt of this letter:

1. Nature of the violation;
2. Cause(s) or possible cause(s) of problem(s) which resulted in the violation(s), and
3. Corrective action(s) taken to ensure compliance.

This notification shall not relieve the user of any expense, loss, damage, or other liability which may have incurred as a result of damage to the City's collection line, POTW, or any other damage to person(s) or property, nor shall this notification relieve the user of any fine, civil penalties, or other liabilities which may be imposed.

[Insert SIU's Designated Signatory's Name]

[Insert Date of Letter]

Page 2

It is not the intent of the City or the Trinity River Authority (TRA) to cause undue hardship for its industries; however, enforcement of Ordinance No. *[Insert all current Ordinance Nos. that were approved for the City under the TRA-DCRWS Pretreatment Program]* is a requirement of the TRA Denton Creek Regional Wastewater System's (DCRWS) Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0013457001.

Sincerely,

[Insert Contract Party Pretreatment Representative Name]

[Insert Contract Party Pretreatment Representative Title]

Enclosure *[Enclose a copy of the summary of the results identifying noncompliance and lab report if needed]*

cc: *[Insert Name of Normal onsite contact]*, *[Insert Title of this contact]*, *[Insert Name of SIU]*
[Insert Name], Environmental Specialist, TRA

CITY OF ROANOKE

IN THE MATTER OF

*

*

CEASE AND DESIST ORDER

*

[INSERT NAME OF INDUSTRY]

[INSERT ADDRESS OF INDUSTRY]*

LEGAL AUTHORITY

The following findings are made and order issued pursuant to the powers, duties and responsibilities vested in and imposed upon the Director of Public Works by provisions of the City's Industrial Wastewater Ordinance. This order is based on findings of violation of the conditions of the wastewater discharge permit issued under the City's Industrial Wastewater Ordinance.

FINDINGS

1. The City of Roanoke (hereafter, "City") discharges wastewater to the Trinity River Authority Denton Creek Regional Wastewater Treatment System which has implemented a pretreatment program to control industrial discharges in accordance with the Texas Pollutant Discharge Elimination System Permit No. WQ0013457001.
2. [Insert name of Industry] discharges non-domestic wastewater containing pollutants into the sanitary sewer system of the City of Roanoke.
3. [Insert name of Industry] is a [Insert either "significant industrial user" or "industrial user" depending on the classification of the User.] as defined by the City's Industrial Wastewater Ordinance.
[If the User is a permitted significant industrial user utilize the language in 4. If the User is an unpermitted Industrial User, utilize the language in 4a.]
4. [Insert name of Industry] was issued a wastewater discharge permit on [Insert the issuance date on the current wastewater permit] which contains prohibitions, restrictions and other

limitations on the quality of the wastewater it discharges to the sanitary sewer.

- 4a. *[Insert name of Industry]* is subject to the City Industrial Wastewater Ordinance, *[Insert all current Ordinance Nos. that were approved for the City under the TRA-DCRWS Pretreatment Program]* which contains prohibitions, restrictions and other limitations on the quality of the wastewater it discharges to the sanitary sewer.
5. Pursuant to the ordinance *[Insert “and the above-referenced permit” if the User is permitted]*, data is routinely collected or submitted on the compliance status of *[Insert name of Industry]*.
6. This data shows that *[Insert name of Industry]* has violated the Industrial Wastewater Ordinance in the following manner:

[Note the violations could vary from examples provided below]

- a. *[Insert name of Industry]* has continuously violated its *[Insert either “permit limits” if user is permitted or “ordinance limits” if user is not permitted]* for *[Insert Pollutant Type; e.g., copper and zinc]* in each sample collected from *[Insert Date]* to *[Insert Date]*.
- b. *[Insert name of Industry]* has also failed to comply with an administrative compliance order requiring the installation of a pretreatment system and the achievement of compliance with its permit limits by *[Insert Date]*.
- c. *[Insert name of Industry]* has failed to appear at a show cause hearing pursuant to an order requiring said attendance.

ORDER

THEREFORE, BASED ON THE ABOVE FINDINGS, *[INSERT NAME OF INDUSTRY]* IS HEREBY ORDERED TO:

1. Within 24 hours of receiving this order, cease all non-domestic discharges into the City's sanitary sewer. Such discharges shall not recommence until such times as *[Insert name of Industry]* is able to demonstrate that it will comply with its current *[Insert “permit limits” if the User is permitted or “ordinance limits” if not permitted]*.
2. Failure to comply with this order may subject *[Insert name of Industry]* to having its connection to the sanitary sewer sealed by the City and assessed the costs therefore.

Exhibit 3 - Contracting Party Cease and Desist Order Example

3. Failure to comply with this order shall also constitute a further violation of the Industrial Wastewater Ordinance and may subject [*Insert name of Industry*] to civil or criminal penalties or such other enforcement response as may be appropriate.
4. This order, entered this _____ day of _____ 20____, shall be effective upon receipt by [*Insert name of Industry*].

Signed: _____

[*Insert Name of Director of Public Works*]

Director of Public Works

City of Roanoke

[*Insert address of Director of Public Works*]

CITY OF ROANOKE

IN THE MATTER OF	*	CONSENT ORDER
	*	
[INSERT NAME OF INDUSTRY]	*	DIRECTOR OF PUBLIC WORKS
[INSERT ADDRESS OF INDUSTRY]*		[INSERT ADDRESS OF PUBLIC WORKS
	*	Director]

CONSENT ORDER

WHEREAS, the City of Roanoke pursuant to the powers, duties and responsibilities vested in and imposed upon the Director of Public Works by provisions of the City's Industrial Wastewater Ordinance, have conducted an ongoing investigation of *[Insert name of Industry]* and has determined that:

1. The City of Roanoke (hereafter, "City") discharges wastewater to the Trinity River Authority Denton Creek Regional Wastewater Treatment System which has implemented a pretreatment program to control industrial discharges in accordance with the Texas Pollutant Discharge Elimination System Permit No. WQ0013457001.
2. *[Insert name of Industry]* discharges non-domestic wastewater containing pollutants into the sanitary sewer system of the City of Roanoke and is an industrial user as defined by the City's Industrial Wastewater Ordinance.
3. *[Insert name of Industry]* is subject to the City Industrial Wastewater Ordinance, *[Insert all current Ordinance Nos. that were approved for City under the TRA-DCRWS Pretreatment Program]* which contains prohibitions, restrictions and other limitations on the quality of the wastewater it discharges to the sanitary sewer.
4. *[Insert name of Industry]* has consistently violated the pollutant limits in its wastewater discharge permit as set forth in Exhibit I, attached hereto.
5. Therefore, to ensure that *[Insert name of Industry]* is brought into compliance with its permit limits at the earliest possible date, IT IS HEREBY AGREED AND ORDERED, BETWEEN *[INSERT NAME OF INDUSTRY]* AND THE DIRECTOR OF PUBLIC WORKS, FOR THE CITY OF ROANOKE, that *[Insert name of Industry]* shall:

[Note, the tasks that an industrial user will need to accomplish to return to compliance can vary and the City may have additional requirements. The contents of a Consent order are going to be unique depending on the situation. The City can also choose to add additional penalties if steps are not completed; Two Example formats are given below. First example addresses the use of a compliance schedule. The second example places specific milestones/requirements in the body of the Consent Order].

Example 1:

- a. By *[Insert Date]*, submit a Compliance Schedule to the City with detailed timely increments of progress (hereafter, milestone) for the purpose of bringing *[Insert name of Industry]* into compliance with its wastewater discharge permit. Each milestone will need to have a specific start and completion date.
- b. Within *[Insert milestone report due dates, due date cannot be more than 14 days]* working days after each date, *[Insert name of Industry]* must submit to the City, in writing, a process report detailing the measures taken to comply with the requirements of the milestone.
- c. Beginning in *[Insert Month, Year]*, *[Insert name of Industry]* shall self-monitor at *[Identify location; e.g. Outfall 001]* for *[Insert parameter(s); e.g. copper and zinc]* using 40 CFR Part 136 approved methodologies at least *[insert frequency, e.g., once a month]*, and submit those results by *[Insert a timeframe of submittal]* for a period of *[insert duration]*.
- d. By *[Insert Date]*, *[Insert name of Industry]* must achieve compliance with the limits set forth in the industry's permit to discharge industrial wastewater to the sanitary sewer system.
- e. *[Insert name of Industry]* shall pay a maximum of One Thousand Dollars (\$1000.00) for each and every day it fails to comply with the schedule set out in items a through d above. *[Insert how payment shall be made, to whom, and by what timeframe within the City, e.g., The \$1,000 per day penalty shall be paid to the cashier of the City's Water Department within 5 days of being demanded by the City].*

Example 2:

- a. By *[Insert Date]*, obtain the services of a registered professional engineer specializing in wastewater treatment for the purposes of designing a pretreatment system, which

- will bring *[Insert name of Industry]* into compliance with its wastewater discharge permit.
- b. By *[Insert Date]*, submit plans and specifications for the proposed pretreatment system to the City for review.
 - c. By *[Insert Date]*, install the pretreatment system in accordance with the plans and specifications submitted in item b above.
 - d. Beginning in *[Insert Month, Year]*, *[Insert name of Industry]* shall self-monitor at *[Identify location; e.g. Outfall 001]* for *[Insert parameter(s); e.g. copper and zinc]* using 40 CFR Part 136 approved methodologies at least *[insert frequency]*, and submit those results by *[Insert a timeframe of submittal]* for a period of *[Insert duration]*.
 - e. By *[Insert Date]*, *[Insert name of Industry]* must achieve compliance with the limits set forth in the industry's permit to discharge industrial wastewater to the sanitary sewer system.
 - f. *[Insert name of Industry]* shall pay a maximum of One Thousand Dollars (\$1000.00) for each and every day it fails to comply with the schedule set out in items a through e above. *[Insert how payment shall be made, to whom, and by what timeframe within the City, e.g., The \$1,000 per day penalty shall be paid to the cashier of the City's Water Department within 5 days of being demanded by the City.]*
4. In the event *[Insert name of Industry]* fails to comply with any of the deadlines set forth. *[Insert name of Industry]* shall within *[Specify number of days]* working day(s) after expiration of the deadline, notify the City in writing. This notice shall describe the reasons for *[Insert name of Industry]* failure to comply, the additional amount of time needed to complete the remaining work, and the steps to be taken to avoid future delays. This notification in no way excuses *[Insert name of Industry]* from its responsibility to meet any later milestones required by this Consent Order.
 5. Compliance with the terms and conditions of this Consent Order shall not be construed to relieve *[Insert name of Industry]* of its obligation to comply with its wastewater discharge permit, which remains in full force and effect. The City reserves the right to seek any and all remedies available to it under Section *[List applicable Ordinance Section Numbers]* of the City's Industrial Wastewater Ordinance for any violation cited by this order.
 6. Violation of this Consent Order shall constitute a further violation of the City's Industrial

Exhibit 4 – Contracting Party Consent Order Example

Wastewater Ordinance and subjects *[Insert name of Industry]* to all penalties described by Section *[List applicable Ordinance Section Numbers]* of the Industrial Wastewater Ordinance.

7. Nothing in this Consent Order shall be construed to limit any authority of the City to issue any other orders or take any other action which it deems necessary to protect the wastewater treatment plant, the environment or the public health and safety.

SIGNATORIES

FOR *[INSERT NAME OF INDUSTRY]*

Date

[Insert Designated Signatory's Name]
[Insert Name of Industry]

FOR CITY OF ROANOKE

Date

[Insert Name of Director of Public Works]
Director of Public Works
City of Roanoke
[Insert address of Director of Public Works]

of violations] separate violations of this permit.

- b. *[Insert name of Industry]* has failed to submit a periodic compliance report due *[Insert Date]*.
- c. All of these violations satisfy the City's definition of significant violation.

ORDER

THEREFORE, BASED ON THE ABOVE FINDINGS, *[INSERT NAME OF INDUSTRY]* IS HEREBY ORDERED TO:

- 1. Appear at a meeting with the Director of Public Works to be held on *[Insert Date]*, at *[Insert Time]* in *[Insert Description of meeting location, e.g., the Water Department Conference Room at the City of Roanoke Municipal Building]*.
- 2. At this meeting, the industry must demonstrate why the City should not pursue judicial enforcement action against the industry at this time.
- 3. This meeting will be closed to the public.
- 4. Representatives of *[Insert name of Industry]* may be accompanied by legal counsel if they so choose.
- 5. Failure to comply with this order shall also constitute a further violation of the Industrial Wastewater Ordinance and may subject *[Insert name of Industry]* to civil or criminal penalties or such other appropriate enforcement response as may be appropriate.
- 6. This order, entered this _____ day of _____ 20____, shall be effective upon receipt by *[Insert name of Industry]*

Signed: _____

[Insert Name of Director of Public Works]

Director of Public Works

City of Roanoke

[Insert address of Director of Public Works]

CITY OF ROANOKE

IN THE MATTER OF

*

*

[INSERT NAME OF INDUSTRY]

*

ADMINISTRATIVE

[INSERT ADDRESS OF INDUSTRY]

*

COMPLIANCE ORDER

LEGAL AUTHORITY

The following findings are made and order issued pursuant to the powers, duties and responsibilities vested in and imposed upon the Director of Public Works by provisions of the City's Industrial Wastewater Ordinance. This order is based on findings of violation of the conditions of the wastewater discharge permit issued under the City's Industrial Wastewater Ordinance.

FINDINGS

1. The City of Roanoke (hereafter, "City") discharges wastewater to the Trinity River Authority Denton Creek Regional Wastewater Treatment System which has implemented a pretreatment program to control industrial discharges in accordance with the Texas Pollutant Discharge Elimination System Permit No. WQ0013457001.
2. [Insert name of Industry] discharges non-domestic wastewater containing pollutants into the sanitary sewer system of the City of Roanoke.
3. [Insert name of Industry] is a "significant industrial user" as defined by the City's Industrial Wastewater Ordinance.
4. [Insert name of Industry] was issued a wastewater discharge permit on [Insert the issuance date on the current wastewater permit] which contains prohibitions, restrictions and other limitations on the quality of the wastewater it discharges to the sanitary sewer.
5. Pursuant to the ordinance and the above-referenced permit, data is routinely collected or submitted on the compliance status of [Insert name of Industry].
6. This data shows that [Insert name of Industry] has violated its wastewater discharge permit in the following manner: [Note the following are examples]
 - a. [Insert name of Industry] has violated its permit limits for [Insert Pollutant Type; e.g., copper and zinc] in each sample collected on [Insert Date] for a total of [Insert number of violations] separate

violations of this permit.

- b. [Insert name of Industry] has failed to submit a periodic compliance report due since [Insert Date].
- c. All of these violations satisfy the City's definition of significant violation.

ORDER

THEREFORE, BASED ON THE ABOVE FINDINGS, [INSERT NAME OF INDUSTRY] IS HEREBY ORDERED TO:

[Note, the tasks that an industrial user will need to accomplish to return to compliance can vary and the City may have additional requirements. The contents of a Compliance Order are going to be unique depending on the situation.]

- 1. Within [Insert a specific number of days, e.g. 180] days, install pretreatment technology which will adequately treat [Insert name of Industry]'s wastewater to a level which will comply with its wastewater discharge permit.
- 2. Within [Insert a specific number of days, e.g. 5] days submit all periodic compliance reports due since [Insert Date].
- 3. Within [Insert a specific number of days, e.g. 10] days, pay to the cashier's office of the Municipal Court, City of Roanoke, a fine of \$2,000.00 for the above-described violations in accordance with [List applicable Ordinance Section Number from Industrial Wastewater Ordinance], of the Industrial Waste Ordinance.
- 4. Report, on a monthly basis, the wastewater quality and the corresponding flow and production information as described on Page [Insert appropriate page number of permit] of the wastewater discharge permit, [Insert Permit No.] for a period of one year from the effective date of this order.
- 5. All reports and notices required by this order shall be sent in writing to the City and copied to the Trinity River Authority of Texas at the following addresses:

[Insert Name of Director of Public Works] [Insert Name of TRA Environmental Specialist]

Director of Public Works

Environmental Specialist

City of Roanoke

Trinity River Authority of Texas

[Insert address of Director of Public Works]

6500 W. Singleton Blvd.

Dallas, Texas 75212

6. This order does not constitute a waiver of the wastewater discharge permit which remains in full force and effect. The City of Roanoke reserves the right to seek any and all remedies available to it under Section [*List applicable Ordinance Section Number from Industrial Wastewater Ordinance*] of the Industrial Wastewater Ordinance for any violation cited by this order.
7. Failure to comply with the requirements of this order shall constitute a further violation of the Industrial Wastewater Ordinance and may subject [*Insert name of Industry*] to civil or criminal penalties or such other appropriate enforcement response as may be appropriate.
8. This order, entered this _____ day of _____ 20____, shall be effective upon receipt by [*Insert name of Industry*]

Signed: _____

[*Insert Name of Director of Public Works*]

Director of Public Works

City of Roanoke

[*Insert address of Director of Public Works*]



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: InterBank Public Funds Investment Pool

MEETING DATE: August 26, 2025

DEPARTMENT: Administration

ITEM SUMMARY:

This agenda item is to authorize City staff to invest available funds in the InterBank Public Funds Investment Pool in order to diversify Roanoke's investment portfolio and maximize our returns. The City currently invests in Texas CLASS, STAR, and LOGIC local government pools.

INFORMATION:

STAFF RECOMMENDATION:

Recommendation to Approve an Application for Participation in the InterBank Public Funds Investment Pool. Included in the agenda exhibit is information pertaining to the application as well as a list of current governmental customers of the Pool. It is recommended that the Council approve the applications as submitted.

Attached is the partially completed application, which will be approved with the consent agenda.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Approval of these authorizations will allow staff to earn a strong return on investment while diversifying our cash management options.

ATTACHMENTS:

1. InterBank public funds customers for reference
2. Bank Depository Agreement City of Roanoke 2025 07 15 - InterBank.docx
3. Secretary's Certificate - collateralized deposits - 04.14.25 executed

InterBank public funds customers for reference.

- City of Tyler: Lan Lam, Treasury Manager: 903-531-1140 / llam@tylertexas.com / Client since 2018
- Throckmorton ISD: Britnee Woods, Business Manager: 940-256-2240 / woods@throck.org / Client since 1996
- Erath County: Angie Shawver, County Treasurer: 254-965-1413 / countytreasurer@co.erath.tx.us / Client since 2019
- City of Graham: Christina Trester: 940-549-4545 / ap@grahamtexas.net / Client since 1978
- City of Kingfisher: Anita James: Treasurer: 405-375-3705 / akjames@kingfisher.org / Client since 1996
- City of Follett: Dirk Stinson: 806-653-2601 / cityoffollett@live.com / Client since 1972
- City of Cresson: Katy Froyd: City Secretary: 817-396-4729 / katyf@cressontx.org / Client since 2020
- Town of Trophy Club: Ernest Gillespie: Chief Financial Analyst: 682-237-2910 / egillespie@trophyclub.com / Client since 2018
- Town of Hennessey: Hannah Larson: 405-853-2416 / hennesseyap@pldi.net / Client since 2002
- Hutchinson County: Carrie Kimmell: Tax Assessor: 806-878-4005 / ckimmell@hutchinsoncnty.com / Client since 1968

DEPOSITORY AGREEMENT

This Depository Agreement (the “Agreement”) is made and entered into this 15th day of July 2025 (the “Effective Date”) by and between the City of Roanoke (the “Depositor”) and InterBank (the “Bank”), a banking association licensed to conduct business in Texas.

1. **General.** All services rendered to the Depositor by the Bank under this Agreement shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instruction of the Depositor pursuant to the Bank’s standard operations, policies, and procedures.
2. **Scope of Services.** The Bank agrees to provide those services as requested from time to time by the Depositor and mutually agreed upon by the Bank.
3. **Custodian.** The Depositor and the Bank, by execution of this Agreement, hereby designate the Federal Home Loan Bank (the “Custodian”), to hold in trust, according to the terms and conditions of this Agreement, any marketable securities that may be described and pledged by the Bank in accordance with the provisions of this Agreement.
4. **Custodial Fees.** Any and all fees associated with the Custodian’s holding of collateral for the benefit of the Depositor will be paid by the Bank and the Depositor will have no liability therefore.
5. **Deposit Protection.** All funds on deposit with the Bank to the credit of the Depositor shall be secured as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), Public Funds Collateral Act (Chapter 2257 of the Texas Government Code as amended), and the Depositor’s Investment Policy, a copy of which has been provided to the Bank. The Depositor agrees to promptly provide to the Bank any changes to its Investment Policy. The Depositor agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits will be in an amount at least equal to the Depositor’s Investment Policy requirements for the amount of such deposits including the amount of any accrued interest thereon and less the amount that such deposits are insured by an agency or instrumentality of the United States government. The market value of any pledged securities (collateral) will be obtained from non-Bank-affiliated sources. The Bank will monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the Depositor deposited with the Bank. The Custodian will accept said collateral and hold the same in trust for the purpose herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the

Depositor remain with the Bank. The Bank hereby grants a security interest in such collateral to the Depositor.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, with the advance written approval of the Depositor, which approval shall not be unreasonably withheld, conditioned or delayed, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with the Custodian be less than the total sum of the Depositor's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the Depositor.

The Custodian shall promptly make available to the Depositor copies of safekeeping or trust receipts covering all such collateral held for the Bank, including substitute collateral and monthly statements as provided for herein.

If at any time the collateral in the hands of the Custodian shall have a market value in excess of the sum of balances due to the Depositor by the Bank, the Depositor may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

When the relationship of the Depositor and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the Depositor, it shall be the duty of the Depositor to promptly give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the Depositor, redeliver to the Bank all collateral then in its possession belonging to the Bank. An order in writing to the Custodian by the Depositor and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

If surety bonds or letters of credit are utilized, the Depositor shall agree as to the issuer and form of contract prior to pledge. The amount securing such deposits will be in an amount at least equal to the Depositor's Investment Policy requirements for the amount of such deposits including the amount of any accrued interest thereon and less the amount that such deposits are insured by an agency or instrumentality of the United States government. The termination or expiration of any direct-issue surety bond or letter of credit shall be a minimum of two (2) business days after the Depositor anticipates withdrawing the secured deposit.

Should the Bank fail at any time to pay and satisfy, when due, any check, draft, voucher, wire, or ACH transfer lawfully drawn against any deposit and the interest on such deposits or in any manner breach its contract with the Depositor, the Depositor

shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal bank regulatory agency, it shall be the duty of the Custodian, upon demand of the Depositor, to surrender the above-described collateral to the Depositor; or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

Upon receipt of such collateral in accordance with the foregoing, the Depositor may sell all or any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the Depositor all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

Any sale of such collateral, or any part thereof, made by the Depositor hereunder may be either at public or private sale; provided, however, the Depositor shall give to both the Custodian and the Bank two (2) hours reasonable prior written notice of the time and place where such sale shall take place, and such sale shall occur within two (2) hours of such time and shall be to the highest bidder therefore for cash. The Depositor and the Bank shall have the right to bid at such sale.

6. **Term.** The Agreement may be terminated by either party with 30 days' notice of termination to the other party.
7. **Commencement.** The Bank agrees to begin performing the services as designated herein as soon as reasonably possible after the Effective Date.
8. **Termination Provisions Upon Bank's Default.** Should the Bank at any time, in the sole opinion of the Depositor, not carry out its obligations under this Agreement or not be progressing toward completion of the services to be rendered hereunder in an expeditious manner, or if the Bank shall fail in any manner or discharge any other material obligations under this Agreement, the Depositor may, upon providing the Bank with thirty (30) days prior written notice and opportunity to cure, terminate this Agreement effective on that date (the "Termination Date"). Any unreasonable or unacceptable delays in the deposit of funds owing to the Depositor shall constitute a material breach of contract and the basis for termination by the Depositor. If the Depositor shall terminate this Agreement for performance related reasons or other breach of contract, no fees of any type, other than fees due and payable at the time of termination for services performed, and acceptable to the Depositor, shall thereafter be paid to the Bank, and the Depositor shall have a right to set off or otherwise recover any damages incurred by reason of the Bank's breach.
9. **Compensation.** The Depositor and the Bank agree that any compensation for the performance of all duties and services, and interest and term on all deposits is set forth on the applicable fee schedule, disclosure, Certificate of Deposit or Time Deposit Agreement, and/or receipt. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products,

materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses.

10. **Other Agreements.** This Agreement is deemed to supplement and amend the Bank's signature cards or other documents establishing deposit accounts, as well as any applicable terms, conditions, and or disclosures, or similar documents, as in effect from time to time, and other written agreements into which the Depositor and the Bank have entered or will enter separately from this Agreement (each a "Bank Agreement"). If there is any conflict between the provisions of this Agreement and a Bank Agreement, this Agreement shall govern. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral.
11. **Authorized Representatives.** During the term of this Agreement, the Investment Officers, as defined from time to time by the Depositor's Investment Policy and as designated in accordance with standard policies and procedures of the Bank, are authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under this Agreement and to (a) execute and deliver to the Bank an electronic fund or funds transfer agreement (and any addenda thereto), (b) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfers on behalf of the Depositor in accordance with the electronic fund or funds transfer agreement and addenda and (c) make withdrawals or transfers by written instrument.
12. **Governing Law and Venue.** This Agreement shall be interpreted under the laws of the State of Texas. Denton County, Texas, will be the venue for any lawsuit arising out of this Agreement.
13. **Notices.** Notices to the Depositor and the Bank shall be sent to the addresses set forth below:

Depositor: City of Roanoke

Attn: Kyle Lester, Director of Finance
500 S. Oak Street
Roanoke, TX 76262
(817) 491-2411

Bank: INTERBANK

Attn: Bill Lawrence, VP, Treasury Liquidity Manager
5307 E Mockingbird, Suite 350
Dallas, TX 75206
214-584-2417
Bill.lawrence@interbank.com

Changes to notice information may be made by either party with written notification to the other party.

14. **Confidentiality.** Subject to Texas law, each party agrees to maintain the confidentiality of the information provided to the other party and not disclose such

information without the prior consent of the disclosing party unless such information was already in the public domain.

15. **Indemnification.** Subject to Texas law, each party agrees to indemnify and hold harmless the other party from any and all losses or liability arising out of the such party’s violation of any federal, state or local laws.

Executed by the undersigned duly authorized officers of the parties hereto.

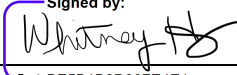
CITY OF ROANOKE

By: _____
Name: _____
Title: _____
Date: _____

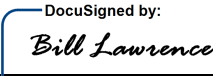
ATTEST:

By: _____
Name: _____
Title: _____

INTERBANK

Signed by:
By:  _____
Name: Whitney Hauge
Title: Director of Treasury Services
Date: 7/15/2025

ATTEST

DocuSigned by:
By:  _____
Name: Bill Lawrence
Title: Treasury Liquidity Manager

**SECRETARY'S CERTIFICATE
OF
INTERBANK**

The undersigned hereby certifies that she is the duly elected, qualified and acting Secretary of InterBank, Oklahoma City, Oklahoma, an Oklahoma corporation (the "Corporation") and a wholly-owned subsidiary of Olney Bancshares of Texas, Inc., and further certifies that the following is a true and correct copy of resolutions, together with their accompanying recitals, adopted by the Board of Directors of InterBank on July 18, 2018, and that said resolutions have not been amended, modified or rescinded and are in full force and effect.

WHEREAS, InterBank (the "Bank") holds from time to time deposits (the "Collateralized Deposits") with municipalities or other government or quasi government entities ("Government Depositors") for which the Bank must offer collateral for such deposits in accordance with state and/or Federal law; and

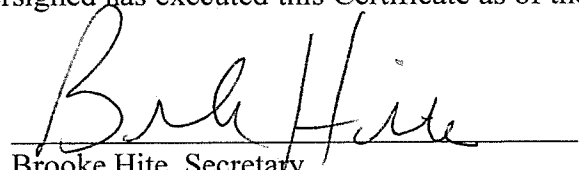
WHEREAS, as a condition to any such deposit relationship, Government Depositors commonly require that the Bank first demonstrate compliance with 12 U.S.C. Section 1823 (e)(1).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Bank to enter into one or more depository contracts with Government Depositors (the "Depository Contracts") with respect to Collateralized Deposits, and further authorizes the pledge of collateral to Government Depositors in accordance with the terms of one or more pledge agreement, letter of credit or similar instrument (each a "Pledge Agreement"), so long as the terms of the deposits and of the corresponding pledge or collateral arrangement are approved by the Chief Financial Officer or her designee; and

FURTHER RESOLVED, that the Board of Directors authorizes the President and CEO and Chief Financial Officer or their respective designees to enter into and execute any and all Deposit Contracts or Pledge Agreements necessary to accomplish the foregoing resolution; and;

FURTHER RESOLVED, that the Secretary be and is hereby directed to maintain a copy of this resolution as a permanent and continuous record of the Bank to reflect the same in the minutes of the meeting.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 14th day of April, 2025.



Brooke Hite, Secretary



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: ILA Amendment No. 3 - NISD School Resource Officers

MEETING DATE: August 26, 2025

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of an Interlocal Agreement, Amendment No. 3 between the City of Roanoke and Northwest Independent School District for School Resource Officer Services.

INFORMATION:

The City of Roanoke has provided a police officer to serve as a School Resource Officer at Byron Nelson High School since 2018 and added a second School Resource Officer at James M. Steele Early College High School in 2023. As a result of Amendment No. 2, Northwest ISD continues to pay the City for two (2) School Resource Officers, one at Byron Nelson High School and once at James M. Steele Early College High School. This amendment modifies and amends the Interlocal Agreement signed in August 2022 and Amendment No. 1 signed in September 2023 to renew the agreement for a one-year term, commencing on or about August 1, 2025, and ending on or about July 31, 2026.

STAFF RECOMMENDATION:

Approve Amendment No. 3 to Interlocal Agreement with Northwest ISD

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The City of Roanoke will pay 30% of the officers' salaries and the District will pay 70%. As a result, the District will pay the City \$207,551 for the maintenance of the two (2) School Resource Officers for the 2025-26 school year.

ATTACHMENTS:

1. NISD-Roanoke-2025-26

**Amendment No. 3 to
Interlocal Cooperation Agreement by and between The City of Roanoke, Texas
and Northwest Independent School District for School Resource Officer Services**

This Amendment modifies and amends the Interlocal Agreement by and between The City of Roanoke, Texas and Northwest Independent School District for a School Resource Officer ("Agreement"), signed in August 2022. The terms contained in this Amendment are fully incorporated into the Agreement as if stated therein. To the extent the terms of the Agreement conflict with terms of this Amendment, the terms of this amendment shall control.

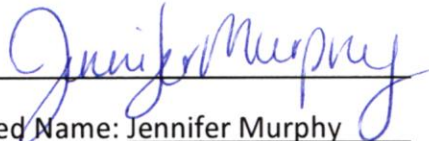
Term. Pursuant to Section VII of the Agreement, the City and District agree to renew the Agreement for a one-year term, commencing on or about August 1, 2025, and ending on or about July 31, 2026.

Funding/Consideration. Paragraph 6.01 is amended and replaced with the following: "In consideration for the services provided under the Agreement, for the 2025-2026 school year, the District will pay the City an amount not to exceed **\$207,551** for the maintenance of the two (2) School Resource Officers."

By signing this Amendment, each party affirms that it has been approved by its respective governing body in a duly called public meeting.

NORTHWEST ISD

P.O. Box 77070
Fort Worth Texas 76170

By: 
Printed Name: Jennifer Murphy

Title: President, Board of Trustees

Date: August 12, 2025

City of Roanoke, Texas

500 S. Oak Street
Roanoke, TX 76262

By: _____

Printed Name: _____

Title: _____

Date: _____



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT:

Appointments to the City of Roanoke Police Reserve Force

MEETING DATE: August 26, 2025

DEPARTMENT: Police

ITEM SUMMARY:

Consideration and approval of appointments to the City of Roanoke Police Reserve Force, as authorized under Section 8.201–8.202 of the City of Roanoke Code of Ordinances.

INFORMATION:

Section 8.201–8.202 of the City of Roanoke Code of Ordinances establishes a Police Reserve Force, authorizing the Chief of Police to appoint up to ten (10) members, with appointments requiring approval by the City Council.

The Police Department currently has two active reserve officers. The Chief of Police seeks approval to appoint two additional individuals to the Police Reserve Force, consistent with the authority granted under the ordinance.

STAFF RECOMMENDATION:

Approval of the appointment of the following individuals as reserve police officers for the City of Roanoke Police Department:

- Lee Pitts
- Wayne Goodman

SPECIAL CONSIDERATION:



AGENDA ITEM

FINANCIAL CONSIDERATION:

There is no financial impact associated with this item. Members of the Police Reserve Force serve without compensation, as outlined in Section 8.206 of the Code of Ordinances.

ATTACHMENTS:

None



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Approve award to construct North Gateway 2.0 MG GSR No.2

MEETING DATE: August 26, 2025

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval to award a bid to Haynie Leadership Group, Inc. for the construction of North Gateway 2.0 Million Gallon Ground Storage Reservoir No.2, located at the North Gateway Pumpstation, for an amount not to exceed \$3,491,791.35.

INFORMATION:

After tabulation of the submitted bids was completed. Birkhoff, Hendricks & Carter, L.L.P. recommend the acceptance of bid submitted by Haynie Leadership Group, Inc. of Dallas, TX. CLW Water Group, LLC was the apparent low bid in the amount of \$3,478,000.00. However, was considered non-responsive after failing to meet or provide the experience requirements and needed references. Haynie Leadership Group met all requirements.

STAFF RECOMMENDATION:

Staff Recommends Approval

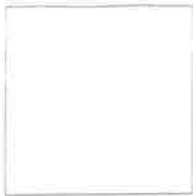
SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The total financial impact is three million four hundred ninety-one thousand seven hundred ninety-one dollars and thirty five cents. (\$3,491,791.35)

ATTACHMENTS:

1. North Gateway 2.0 MG GSR Bid Tabs



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E., CFM
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.

August 18, 2025

Mr. Shawn Wilkinson
Director of Public Works
City of Roanoke
500 S. Oak Street
Roanoke, TX 76262

Re: North Gateway 2.0-MG GSR No. 2

Dear Mr. Wilkinson:

We have checked the bids received at 2:00 p.m., Thursday, August 7, 2025, for the City of Roanoke North Gateway 2.0-MG GSR No. 2 project and enclosing one (1) copy of the Bid Summary and itemized Bid Tabulation for the City's reference and files.

CLW Water Group, LLC submitted the apparent low bid in the amount of \$3,478,000.00. The bidder was considered non-responsive however, as they do not meet or provide the experience requirements of submitting a list of similar projects completed within the last five (5) years of constructing ground storage reservoirs of 2 million gallons in size or larger with the bidding documents. They also did not submit five (5) references of constructing reservoirs with seal welded rafter roofs in Texas within the last five (5) years, also as part of the bidding requirements. We recommend the City reject the bid from CLW Water Group, LLC.

Haynie Leadership Group, Inc. of Dallas, Texas submitted the second apparent low bid in the amount of \$3,491,791.35. We checked the references that Haynie Leadership Group provided and found no irregularities on the Contractor from the references. We also reviewed the Contractor's statement of qualifications, and the equipment list provided with the bidding documents. It appears that Haynie Leadership Group has successfully completed similar construction projects in cities such as the City of Rhome, Long Cove, and Gainsville, Texas. The contractor's references for municipal projects provided overall positive feedback on the projects listed and completed. We recommend the City accept the bid from Haynie Leadership Group, Inc. and award them a contract in the total amount bid of \$3,491,791.35 for the construction of the North Gateway 2.0-MG GSR No. 2 project.

We are available to discuss this project and our recommendation further at your convenience.

Sincerely yours,

Andrew Mata Jr., P.E.

Enclosures
cc:

Item #22: Bidder's written out unit price does not match numerical number written. Within amount says "one hundred dollars" and numerical number written says \$150.00. Total Extended Amount written says \$6,000.00 (Actual Extended Amount is \$4,800.00).	Total Amount Bid written (Items 1 through 23) says \$3,480,000.00 (Actual is \$3,478,000.00) = difference of \$2,000.00.	Item #7: Total Extended Amount says \$78,101.27 (Actual is \$78,100.88) = difference of .39 cents; Item #8: Total Extended Amount says \$14,810.39 (Actual is \$14,816.10) = difference of .70 cents; Item #9: Total Extended Amount says \$23,888.32 (Actual is \$25,888.65) = difference of .33 cents; Item #21: Total Extended Amount says \$32,750.00 (Actual is \$32,750.50) = difference of .50 cents.	Total Amount Bid is not correct. Total Amount Bid written (Items 1 through 23) says \$3,491,701.14 (Actual is \$3,491,791.55) = difference of \$90.41.
Item #7: Total Extended Amount says \$82,021.01 (Actual is \$82,021.28) = difference of .27 cents; Item #8: Total Extended Amount says \$74,332.00 (Actual is \$74,331.93) = difference of .07 cents; Item #9: Total Extended Amount says \$74,391.00 (Actual is \$74,390.69) = difference of .31 cents; Item #15: Total Extended Amount says \$22,126.00 (Actual is \$22,125.44) = difference of .56 cents; Item #20: Total Extended Amount says \$13,418.00 (Actual is \$235,346.56) = difference of \$231,928.56; Item #21: Total Extended Amount says \$51,535.25 (Actual is \$51,534.63) = difference of .62 cents.	Total Amount Bid is not correct. Total Amount Bid written (Items 1 through 23) says \$3,648,840.00 (Actual is \$3,690,715.55) = difference of \$41,875.55.	Item #21: Total Extended Amount says \$89,024.00 (Actual is \$88,816.00) = difference of \$208.00; Item #22: Total Extended Amount says \$24,800.00 (Actual is \$24,000.00) = difference of \$800.00.	Total Amount Bid is not correct. Total Amount Bid written (Items 1 through 23) says \$4,045,553.00 (Actual is \$4,020,795.00) = difference of \$24,758.00.

CITY OF ROANOKE
NORTH GATEWAY 2.0-MG GROUND STORAGE RESERVOIR NO. 2

BID TABULATION
Bids Received Until 2:00 p.m., Thursday, August 7, 2025

	<u>Registered Contractor Holding Plans</u>	<u>Total Amount Bid</u>	<u>Bid Bond</u>	<u>Acknowledged Addendum #1</u>
1	<u>A&V Water</u>	<u>\$</u>	<u></u>	<u></u>
2	<u>Caldwell Tanks, Inc.</u>	<u>\$</u>	<u></u>	<u></u>
3	<u>CLW Water Group</u>	<u>\$ 3,478,000.00</u>	<u>√</u>	<u>√</u>
4	<u>Crescent Constructors</u>	<u>\$</u>	<u></u>	<u></u>
5	<u>Flow-Line Construction, Inc.</u>	<u>\$</u>	<u></u>	<u></u>
6	<u>Gosdin's Dozer Service, Inc.</u>	<u>\$</u>	<u></u>	<u></u>
	<u>Haynie Leadership Group, Inc.</u>	<u>\$ 3,491,791.35</u>	<u>√</u>	<u>√</u>
7	<u>IECONI</u>	<u>\$ 3,890,775.52</u>	<u>√</u>	<u>√</u>
8	<u>JBM Interests, LLC</u>	<u>\$</u>	<u></u>	<u></u>
9	<u>Keeley Construction</u>	<u>\$</u>	<u></u>	<u></u>
10	<u>Lamarc, Inc.</u>	<u>\$ 4,020,795.00</u>	<u>√</u>	<u>√</u>
11	<u>Legacy Contracting, LP</u>	<u>\$</u>	<u></u>	<u></u>
12	<u>Mayim Municipal Builders, LLC</u>	<u>\$</u>	<u></u>	<u></u>
13	<u>Niyam Construction</u>	<u>\$</u>	<u></u>	<u></u>
14	<u>Nova Paintings, LLC</u>	<u>\$</u>	<u></u>	<u></u>
15	<u>Paso Robles Tank, Inc.</u>	<u>\$</u>	<u></u>	<u></u>
16	<u>Royal Bridge</u>	<u>\$</u>	<u></u>	<u></u>
17	<u>Sequoia Services, LLC</u>	<u>\$</u>	<u></u>	<u></u>
18	<u>Tellus Services</u>	<u>\$</u>	<u></u>	<u></u>
19	<u>4X Construction Group</u>	<u>\$</u>	<u></u>	<u></u>



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Consider approval to award bid for concrete street repairs.

MEETING DATE: August 26, 2025

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval to award bid to DFW Concrete Pros for the concrete street repairs in various locations along Bristol Street for an amount not to exceed \$111,873.50.

INFORMATION:

The approval of the bid will include the concrete street repairs in various locations, located along Bristol Street in the Briarwyck Subdivision.

STAFF RECOMMENDATION:

Staff Recommends Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The total financial impact is not to exceed one hundred eleven thousand eight hundred seventy-three dollars and fifty cents. (\$111,873.50)

ATTACHMENTS:

1. Bristol Street Repairs - DFW Concrete Pros

DFW Concrete Pros LLC

PO Box 511

Justin, TX 76247-0511

(940) 735-8142

estimating@dfwconcretepros.com

http://www.dfwconcretepros.com

**Estimate**

ADDRESS

Gregory Davis

BRISTOL ST REPAIRS

CITY OF ROANOKE

ESTIMATE

2987

DATE

08/11/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	LABOR/MATERIALS	BRISTOL ST.- Provide all traffic control, labor, and materials to complete the street repairs on both sides of street	1	0.00	0.00
		One directional lane to be closed at a time during repair.			
		-4000 psi strength High Early Strength 72 hr.			
		- #3 rebar, 18" ocev			
		-Joint sealant hot pour			
		- traffic barricades			
		- Phases x2			
	LABOR/MATERIALS	BRISTOL ST PHASE 1 - 2,973 SQ FT	2,973	18.50	55,000.50
	LABOR/MATERIALS	BRISTOL ST PHASE 2 - 2,848 SQ FT	2,848	18.50	52,688.00
	LABOR/MATERIALS	SAFETY BARRICADES: Provide and install safety barricades Includes x1 message board Includes x1 mobilization max duration 1 month	1	4,185.00	4,185.00
	LABOR/MATERIALS	ALTERNATE :	1	0.00	0.00
		Any additional repair sq footage in the work area will be charged at a rate of \$18.55 per sq ft. (price valid if work done in conjunction)			
	Services	**PLEASE NOTE** - DFWCP is not responsible for any landscape such as grass, trees, etc.	1	0.00	0.00

in the repair area
DFWCP Not responsible for
cracking or settling of newly placed
pavement which is a natural
occurrence.
- Any underground utilities , water
lines, gas, irrigation , etc. must be
marked and identified prior to
demolition.
- DFWCP will provide a 1 year
warranty on all workmanship
- Any additional mobilizations other
than listed above will be charged
separately as required.

TOTAL

\$111,873.50

Accepted By

Accepted Date



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Change Order - GMP contract with Sedalco

MEETING DATE: August 26, 2025

DEPARTMENT: Administration

ITEM SUMMARY:

Consider approval of a change order to the GMP contract with Sedalco, reducing their contract amount by \$200,000.

INFORMATION:

This memo serves to document and explain a deductive change order to the GMP contract with Sedalco, reducing their contract amount by \$200,000. These funds represent anticipated cost savings based on Sedalco's contract, meaning the City will have \$200,000 in unused bond funds that were originally planned to be spent on the new Public Safety building construction and upfitting. Per our bond covenant, usage of those funds is limited to further improvement, repairs, or unfitting of the building as well as potential use for the cost of road maintenance. Staff will evaluate these needs in the coming fiscal year to allocate that cash for appropriate city projects.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Sedalco Change Order

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Roanoke Police & Municipal Court Park & Fairway Drive Roanoke, Texas	CONTRACT INFORMATION: Contract For: General Construction Date: 1/11/2023	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 8/15/2025
OWNER: <i>(Name and address)</i> City of Roanoke, Texas 500 S. Oak Street Roanoke, TX 76262	ARCHITECT: <i>(Name and address)</i> FGM Architects 300 Throckmorton St. Suite 580 Fort Worth, TX 76102	CONTRACTOR: <i>(Name and address)</i> SEDALCO, INC. 4100 Fossil Creek Boulevard Fort Worth, TX 76137

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contractor Contingency Reduction

The original Guaranteed Maximum Price was	\$ 945,537.00
The net change by previously authorized Change Orders	\$ 44,509,635.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 45,455,172.00
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ 200,000.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 45,255,172.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be October 1, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM ARCHITECTS ARCHITECT <i>(Firm name)</i>  SIGNATURE Brian Meade, Principal PRINTED NAME AND TITLE 08/19/2025 DATE	SEDALCO, INC. CONTRACTOR <i>(Firm name)</i>  SIGNATURE John Fischer, Senior Project Manager PRINTED NAME AND TITLE 8/15/2025 DATE	CITY OF ROANOKE, TEXAS OWNER <i>(Firm name)</i>  SIGNATURE Jeriahme Miller, Asst City Manager PRINTED NAME AND TITLE 8.19.25 DATE
--	---	---

AIA Document G701 – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:08:27 ET on 08/15/2025 under Order No.2114487880 which expires on 10/22/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA51)



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - FY 2025-2026 Budget

MEETING DATE: August 26, 2025

DEPARTMENT: Finance

ITEM SUMMARY:

Public hearing to hear public comments for consideration of the proposed City of Roanoke Operating and Capital Budget for Fiscal Year 2025-2026, including the Roanoke Economic and Industrial Development Corporation (Type A) Fiscal Year 2025-2026 Annual Budget.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Notice of Hearing on FY26 Budget
2. PH Notice - FY 2025-2026 Operating & Capital Budget and Tax Rate Publication

**CITY OF ROANOKE
NOTICE OF PUBLIC HEARING
ROANOKE CITY COUNCIL**

A public hearing will be held by the Roanoke City Council on Tuesday, August 26, 2025 at 7:00 p.m. in the City Council Chambers – 2ND floor of Roanoke City Hall located at 500 S. Oak Street, Roanoke, Texas. The purpose of the public hearing will be to hear public comments for consideration of the proposed City of Roanoke Operating and Capital Budget for Fiscal Year 2025-2026, including the Roanoke Economic and Industrial Development Corporation (Type A) Fiscal Year 2025-2026 Annual Budget.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$936,655 OR 7.6% AND OF THAT AMOUNT, \$129,002 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Troops in Washington remain largely unseen so far

BY NICHOLAS BOGEL-BURROUGHS
NYT News Service

WASHINGTON

President Donald Trump promised an “overwhelming presence” of federal agents and military troops on the streets of Washington when announcing a crime crackdown earlier this week.

Four days in, however, National Guard soldiers have mostly been seen massing in parking lots and taking photos with tourists. Federal agents have made a larger show of force, mainly through traffic checkpoints and

immigration-related arrests.

National Guard soldiers were seen Thursday morning at Union Station, the transit hub near the Capitol, where the sight of armed security is not uncommon. But the impression of a major military presence across the city has yet to materialize.

Officials have telegraphed a larger surge over the next few days, saying that 100 to 200 soldiers might be on the streets at any given time to support police officers. The troops cannot make arrests themselves.

The situation resembled Trump’s deployment of

some 4,000 California National Guard soldiers and 700 Marines to Los Angeles in June during protests against the Trump administration’s immigration crackdown.

Troops ringed federal buildings in downtown Los Angeles during protests and provided some backup on immigration raids. But others spent much of their deployment in a sprawling tent city, where they were based, or sitting in trucks with little to do, eroding morale.

In Washington on Wednesday night, the most visible sign of Trump’s takeover of the local Police Department

was a sobriety checkpoint operated by local and federal police agencies on a busy street near downtown, which drew a crowd of jeering protesters.

Officers from other federal law enforcement agencies, including the FBI and U.S. Border Patrol, also assisted in traffic stops and other police operations overnight, sometimes rolling through intersections in large unmarked vehicles.

The FBI director, Kash Patel, said that the bureau and “our partners” – a potentially long list of both federal and local agencies – had made 45 arrests overnight, 29 of



ERIC LEE NYT

Federal and local law enforcement officers are on patrol Wednesday night near the White House.

which were related to immigration matters.

The Metropolitan Police Department makes an average of 68 arrests a day in Washington, a city of roughly 700,000 people.

Perhaps the highest-profile arrest during the federal crackdown involved a man charged

with assaulting a federal officer earlier in the week by throwing a sandwich at him.

The man tried to turn himself in Wednesday night to face the assault charge, his lawyer said, but was arrested Thursday instead.



Courtesy of Hadia Ahmadi

Hadia Ahmadi fled Kabul, Afghanistan, with her family in March 2021, five months before the Taliban retook control of the country. Two years later, she arrived in Fort Worth, where she’s been active in helping other refugees like herself.

FROM PAGE 1A

REFUGEE

well on the entrance exams that she earned a full scholarship.

Ahmadi’s father died in 2020, the same year she started classes at AUAF and the same year the U.S. signed an agreement with the Taliban to withdraw from the country. Ahmadi’s mother decided it was time to leave. In March 2021, five months before the Taliban retook control, the family fled to Turkey.

In spite of initial promises to honor the rights of women, the Taliban government has banned them from attending secondary schools and universities. Afghanistan is currently the only country in the world with this restriction. Women are also not al-

lowed to use gyms, visit parks, participate in sports, or travel more than 45 miles without a close male relative along to act as chaperone. Nearly all jobs are off limits to them.

“I was so fortunate we could get out of the country before they came,” Ahmadi said.

She helped support her family in Turkey by working first at a plastic factory, then at a factory that produced paper products. She also participated in “Another Summer,” a documentary that chronicles the stories of Afghan and Ukrainian refugees in exile.

In the meantime, the AUAF relocated to Qatar and started moving students to countries where

they could study in person or online.

Ahmadi was initially given the opportunity to study at the American University of Iraq in Sulaimani, but declined after her mother expressed concern that it wouldn’t be safe there. A short time later, she was surprised to learn she would be resettled in the United States. Two years after leaving Afghanistan, Ahmadi landed at Dallas-Fort Worth International Airport.

A NEW LIFE

Ahmadi keeps a mental list of those who’ve helped her acclimate to life in the U.S. She still remembers the Catholic Charities caseworker who welcomed her at the airport, bought her groceries and taught her to drive. He and two other employees from the agency surprised Ahmadi with cake and gifts on her first birthday in Fort Worth.

Then there’s the coworker from Ahmadi’s first job at World Relief who offered to be her second mom and invites her over for the holidays. A colleague at her current job taught Ahmadi how to make oatmeal and helped her find an apartment closer to her work.

“Life is not easy, but when you have such good people around, it makes it easier,” Ahmadi said.

In addition to her full-time job and online studies through AUAF — she plans to graduate with a bachelor’s degree in business administration next year — Ahmadi does her own share of supporting

others. John Stettler, known as “Uncle John” in the Afghan community, has been assisting the refugees for years. He said Ahmadi’s command of the English language and ability to drive have made her a big asset, especially among the women.

“Women are always more comfortable, if they’ve got an issue, being able to talk to another woman,” Stettler said. “And so that’s been really great.”

Adjusting to an unfamiliar culture takes time. The newcomers need practical assistance, like help with transportation

and finding work.

“It’s not easy for someone who’s not familiar with the system,” Ahmadi said.

She’s been able to serve as an interpreter for some of the Afghans, as well as help them apply for jobs. One woman would save all her mail so Ahmadi could look through it and make sure there was nothing important.

Ahmadi said she likes to instruct, not just do things for people. That way, those she’s working with become self-sufficient. A single mom with two young sons needed rides to the grocery store. Ah-

madi took her in the beginning, then taught her how to drive. The mom still wanted Ahmadi to go with her for a while, but now she feels comfortable going alone.

“There are a lot of calls I get, a lot of pleas for help,” Stettler said. “I’m able to help, you know, as many as I can, but it is nice when you see ... those that I work with reach out and help others.”

Ahmadi said assisting her fellow Afghans gives her “good energy.”

“I feel like if I can do something to (help) others, why should I not do that?” she said.

CITY OF ROANOKE NOTICE OF PUBLIC HEARING ROANOKE CITY COUNCIL

A public hearing will be held by the Roanoke City Council on Tuesday, August 26, 2025 at 7:00 p.m. in the City Council Chambers – 2ND floor of Roanoke City Hall located at 500 S. Oak Street, Roanoke, Texas. The purpose of the public hearing will be to hear public comments for consideration of the proposed City of Roanoke Operating and Capital Budget for Fiscal Year 2025-2026, including the Roanoke Economic and Industrial Development Corporation (Type A) Fiscal Year 2025-2026 Annual Budget.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$936,655 OR 7.6% AND OF THAT AMOUNT, \$129,002 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR. Form 50-875

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate and the voter-approval tax rate but does not exceed the de minimis rate, as prescribed by Tax Code §§26.06(b-1) and 26.063(c).

NOTICE OF PUBLIC HEARING ON TAX RATE

This notice only applies to a taxing unit other than a special taxing unit or municipality.

A tax rate of \$ 0.326182 per \$100 valuation has been proposed by the governing body of Roanoke, TX

PROPOSED TAX RATE	\$ <u>0.326182</u>	per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>0.294076</u>	per \$100
VOTER-APPROVAL TAX RATE	\$ <u>0.321142</u>	per \$100
DE MINIMIS RATE	\$ <u>0.327589</u>	per \$100

The no-new-revenue tax rate is the tax rate for the 2025 (current tax year) tax year that will raise the same amount of property tax revenue for City of Roanoke (name of taxing unit) from the same properties in both the 2024 (preceding tax year) tax year and the 2025 (current tax year) tax year.

The voter-approval tax rate is the highest tax rate that City of Roanoke (name of taxing unit) may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for City of Roanoke (name of taxing unit) exceeds the voter-approval tax rate for City of Roanoke (name of taxing unit).

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for City of Roanoke (name of taxing unit), the rate that will raise \$500,000, and the current debt rate for City of Roanoke (name of taxing unit).

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Roanoke (name of taxing unit) is proposing to increase property taxes for the 2025 (current tax year) tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON August 26, 2025, at 7pm (date and time) at 500 South Oak Street, Roanoke, TX 76262 (meeting place).

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate. However, the proposed tax rate exceeds the rate that allows voters to petition for an election under Section 26.075, Tax Code. If City of Roanoke (name of taxing unit) adopts the proposed tax rate, the qualified voters of the City of Roanoke (name of taxing unit) may petition the City of Roanoke (name of taxing unit) to require an election to be held to determine whether to reduce the proposed tax rate. If a majority of the voters reject the proposed tax rate, the tax rate of the City of Roanoke (name of taxing unit) will be the voter-approval tax rate of the City of Roanoke (name of taxing unit).

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:
Property tax amount = (tax rate) x (taxable value of your property) / 100

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Holly Gray, Hogan Page, Brian Darby, Bryan Moyers, David Brundage, and David Thompson
AGAINST the proposal: Mayor Scooter Gierisch
PRESENT and not voting: None
ABSENT: None

Form developed by: Texas Comptroller of Public Accounts, Property Tax Assistance Division

For additional copies, visit: comptroller.texas.gov/taxes/property-tax 50-875 • Rev. 2-25/6

Notice of Public Hearing on Tax Increase

Form 50-875

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Roanoke (name of taxing unit) last year to the taxes proposed to be imposed on the average residence homestead by City of Roanoke (name of taxing unit) this year.

	2024	2025	Change
Total tax rate (per \$100 of value)	2024 adopted tax rate	2025 proposed tax rate	(Increase/Decrease) of (nominal difference between tax rate for preceding year and proposed tax rate for current year) per \$100, or (percentage difference between tax rate for preceding year and proposed tax rate for current year)%
Average homestead taxable value	2024 average taxable value of residence homestead	2025 average taxable value of residence homestead	(Increase/Decrease) of (percentage difference between average taxable value of residence homestead for preceding year and current year)%
Tax on average homestead	2024 amount of taxes on average taxable value of residence homestead	2025 amount of taxes on average taxable value of residence homestead	(Increase/Decrease) of (nominal difference between amount of taxes imposed on the average taxable value of a residence homestead in the preceding year and the amount of taxes proposed on the average taxable value of a residence homestead in the current year), or (percentage difference between taxes imposed for preceding year and taxes proposed for current year)%
Total tax levy on all properties	2024 levy	(2025 proposed rate x current total value)/100	(Increase/Decrease) of (nominal difference between preceding year levy and proposed levy for current year), or (percentage difference between preceding year levy and proposed levy for current year)%

FROM PAGE 1A

SCHOOLS

Although the district didn’t release ratings for each campus, Fort Worth ISD leaders highlighted a number of schools that made dramatic improvements. M.L. Phillips, Cesar Chavez, Versia Williams and D. McRae elementary schools all improved from an F last year to a B this year. Another nine schools improved from an F to a C.

District Superintendent Karen Molinar said the improvement is the result of steps Fort Worth ISD has taken over the past 10 months to improve academic performance. Among other things, Molinar has sent central office staff out into schools to work with small groups of students who need extra help. The district also redirected money toward literacy priorities from elsewhere in its budget.

“We’re not just talking about change, we’re making it happen,” Molinar said. “Our district is focused on literacy and math, because we know they are the foundation of long-term success for every student.”

The state’s A-F scores are based in large part on

how students performed on Texas’ STAAR exams. This year, Fort Worth ISD’s scores improved compared to last year across nearly all subjects and grade levels. The only exception was fifth-grade math, where the percentage of students meeting grade level dipped from 36% last year to 34% this year. The district’s performance in seventh-grade math remained static, with just 5% of students meeting grade level.

The Texas Education Agency is expected to release A-F scores for both 2024 and 2025 on Friday. The scores for 2024 were delayed after several school districts sued the agency to block their release. Last month, Texas’ 15th Court of Appeals overturned a lower court ruling, allowing the scores to be released.

Although the official release of last year’s scores was delayed, several districts, including Fort Worth ISD, released self-calculated A-F scores that they confirmed with TEA. According to Fort Worth ISD’s unofficial 2024 ratings, the district im-

proved from a score of 64 in 2023 to a 70 last year, an improvement from a D to a C rating. The district also saw a 36% decline in D- or F-rated campuses last year compared to 2023.

This year, Fort Worth ISD has maintained an overall C average grade, with its accountability score increasing from 70 to 73, district officials said.

Fort Worth ISD’s state A-F scores have recently put the district at risk for a state takeover. In TEA’s accountability scores for 2023, which were released last spring after being tied up in a separate lawsuit from the one involving the 2024 scores, the Leadership Academy at Forest Oak Sixth Grade received its fifth consecutive failure rating, a threshold that triggers state intervention. Under state law, Texas Education Commissioner Mike Morath is required either to close the campus or take over the entire district.

Fort Worth ISD closed the school in 2023, a fact that Morath says has no bearing on the decision about how he’ll intervene in the district. Morath is expected to make a site visit to the district next month and announce his plans sometime this fall.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - Proposed Tax Rate

MEETING DATE: August 26, 2025

DEPARTMENT: Finance

ITEM SUMMARY:

Public hearing to discuss the proposed ad valorem tax rate of \$0.326182 per \$100 of assessed value for the tax year 2025, which includes an operations & maintenance rate of \$0.186998 and a debt service rate of \$0.139184.

Per Texas Statute 26.05(d), a governing body must allow for a public hearing on the proposed tax rate for the upcoming fiscal year. Notices informing the public of the proposed rate as well as the time and location of this hearing were posted on the City's website and in the Star Telegram.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Notice of Public Hearing on Tax Rate
2. PH Notice - FY 2025-2026 Operating & Capital Budget and Tax Rate Publication

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate and the voter-approval tax rate but does not exceed the de minimis rate, as prescribed by Tax Code §§26.06(b-1) and 26.063(c).

NOTICE OF PUBLIC HEARING ON TAX RATE

This notice only applies to a taxing unit other than a special taxing unit or municipality.

A tax rate of \$_____ per \$100 valuation has been proposed by the governing body of _____

PROPOSED TAX RATE \$_____ per \$100

NO-NEW-REVENUE TAX RATE \$_____ per \$100

VOTER-APPROVAL TAX RATE \$_____ per \$100

DE MINIMIS RATE \$_____ per \$100

The no-new-revenue tax rate is the tax rate for the _____ tax year that will raise the same amount of property tax revenue for _____ from the same properties in both the _____ tax year and the _____ tax year.
(current tax year) (name of taxing unit) (preceding tax year) (current tax year)

The voter-approval tax rate is the highest tax rate that _____ may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for _____ exceeds the voter-approval tax rate for _____.
(name of taxing unit) (name of taxing unit) (name of taxing unit)

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for _____, the rate that will raise \$500,000, and the current debt rate for _____.
(name of taxing unit) (name of taxing unit)

The proposed tax rate is greater than the no-new-revenue tax rate. This means that _____ is proposing to increase property taxes for the _____ tax year.
(name of taxing unit) (current tax year)

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON _____ at _____.
(date and time) (meeting place)

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate. However, the proposed tax rate exceeds the rate that allows voters to petition for an election under Section 26.075, Tax Code. If _____ adopts the proposed tax rate, the qualified voters of the _____ may petition the _____ to require an election to be held to determine whether to reduce the proposed tax rate. If a majority of the voters reject the proposed tax rate, the tax rate of the _____ will be the voter-approval tax rate of the _____.
(name of taxing unit) (name of taxing unit) (name of taxing unit) (name of taxing unit)

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: _____

AGAINST the proposal: _____

PRESENT and not voting: _____

ABSENT: _____

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by _____ last year
(name of taxing unit)
to the taxes proposed to be imposed on the average residence homestead by _____ this year.
(name of taxing unit)

	2024	2025	Change
Total tax rate (per \$100 of value)	2024 adopted tax rate	2025 proposed tax rate	(Increase/Decrease) of (nominal difference between tax rate for preceding year and proposed tax rate for current year) per \$100, or (percentage difference between tax rate for preceding year and proposed tax rate for current year)%
Average homestead taxable value	2024 average taxable value of residence homestead	2025 average taxable value of residence homestead	(Increase/Decrease) of (percentage difference between average taxable value of residence homestead for preceding year and current year)%
Tax on average homestead	2024 amount of taxes on average taxable value of residence homestead	2025 amount of taxes on average taxable value of residence homestead	(Increase/Decrease) of (nominal difference between amount of taxes imposed on the average taxable value of a residence homestead in the preceding year and the amount of taxes proposed on the average taxable value of a residence homestead in the current year), or (percentage difference between taxes imposed for preceding year and taxes proposed for current year)%
Total tax levy on all properties	2024 levy	(2025 proposed rate x current total value)/100	(Increase/Decrease) of (nominal difference between preceding year levy and proposed levy for current year), or (percentage difference between preceding year levy and proposed levy for current year)%



CITY COUNCIL AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: PH - SUP-2025-03 - 111 S. Pine Street

MEETING DATE: August 26, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider a rezoning application for Lot 1R, Block 6, O.T. Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, by changing the zoning for said property from Oak Street Corridor Zoning District – Neighborhood Transition Zone to Oak Street Corridor Zoning District – Neighborhood Transition Zone - Specific Use Permit (SUP) to allow Finance, Insurance, and Real Estate Establishment Use. (SUP-2025-03)

This item has been withdrawn at applicant's request.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2025 -XXX - SUP-2025-03 - WITHDRAWN 111 S Pine Street



City of Roanoke Notice of Public Hearing Zoning Amendment

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

CITY OF ROANOKE NOTICE OF PUBLIC HEARING ZONING AMENDMENT

Planning and Zoning Commission

THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, AUGUST 18, 2025, to consider a rezoning application for Lot 1R, Block 6, O.T. Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, by changing the zoning for said property from Oak Street Corridor Zoning District – Neighborhood Transition Zone to Oak Street Corridor Zoning District – Neighborhood Transition Zone - Specific Use Permit (SUP) to allow Finance, Insurance, and Real Estate Establishment Use. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

City Council

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, AUGUST 26, 2025, TO CONSIDER A REZONING APPLICATION FOR LOT 1R, BLOCK 6, O.T. ROANOKE ADDITION, AN ADDITION LOCATED WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, BY CHANGING THE ZONING FOR SAID PROPERTY FROM OAK STREET CORRIDOR ZONING DISTRICT – NEIGHBORHOOD TRANSITION ZONE TO OAK STREET CORRIDOR ZONING DISTRICT – NEIGHBORHOOD TRANSITION ZONE - SPECIFIC USE PERMIT (SUP) TO ALLOW FINANCE, INSURANCE, AND REAL ESTATE ESTABLISHMENT USE. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Friday August 1, 2025, by 5:00 p.m.

April S. Hill, City Secretary

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

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



CITY COUNCIL AGENDA ITEM

TO: City Council

SUBJECT: Specific Use Permit (SUP-2025-03) 111 S Pine Street

MEETING DATE: August 26, 2025

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a Specific Use Permit (SUP-2025-03) request from Aaron Minchew, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for Lot 1R, Block 6 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 – Neighborhood Transition Zone to Oak Street Corridor Zoning District – Neighborhood Transition Zone - Specific Use Permit (SUP) to allow Finance, Insurance, and Real Estate Establishment Use. The property is generally located at 111 S Pine.

This item has been withdrawn at the applicant's request.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



CITY COUNCIL AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: PH Notice - SUP 2025-04/ORD NO 2025-111

MEETING DATE: August 26, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for Tract 1, Lot 4R, Block A of the Countryview Business Park Phase II Addition, an addition to the City Of Roanoke, Denton County, Texas, and generally located at 125 Country View Drive, Suite 116, by changing the zoning on said tract of land from Retail (R) District To Retail– Specific Use Permit District (R-SUP) to allow an auto upholstery use. (SUP-2025-04 / Ordinance No. 2025-111)

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2025 -111 - SUP-2025-04 - Rezone - 125 Country View Drive Suite 116 - SUP 2025-04 for auto upholstery use



City of Roanoke

Notice of Public Hearing

Zoning Amendment

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

Planning and Zoning Commission

THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, AUGUST 18, 2025, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, FOR TRACT 1, LOT 4R, BLOCK A OF THE COUNTRYVIEW BUSINESS PARK PHASE II ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED AT 125 COUNTRY VIEW DRIVE, SUITE 116, CITY OF ROANOKE, DENTON COUNTY, TEXAS, BY CHANGING THE ZONING ON SAID TRACT OF LAND FROM RETAIL (R) DISTRICT TO RETAIL- SPECIFIC USE PERMIT DISTRICT (R-SUP) TO ALLOW AN AUTO UPHOLSTERY USE. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S. OAK STREET, ROANOKE, TEXAS.

City Council

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, AUGUST 26, 2025, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, FOR TRACT 1, LOT 4R, BLOCK A OF THE COUNTRYVIEW BUSINESS PARK PHASE II ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED AT 125 COUNTRY VIEW DRIVE, SUITE 116, CITY OF ROANOKE, DENTON COUNTY, TEXAS, BY CHANGING THE ZONING ON SAID TRACT OF LAND FROM RETAIL (R) DISTRICT TO RETAIL- SPECIFIC USE PERMIT DISTRICT (R-SUP) TO ALLOW AN AUTO UPHOLSTERY USE. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S. OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Friday August 1, 2025, by 5:00 p.m.

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: City Hall Guests



CITY COUNCIL AGENDA ITEM

TO: City Council

SUBJECT: Specific Use Permit (SUP-2025-04) Countryview Business Park Auto Upholstery

MEETING DATE: August 26, 2025

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a Specific Use Permit (SUP-2025-04) request from John Lam, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for Lot 4R, Block A of the Countryview Business Park Phase II Addition, an addition to the City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Retail to Retail – Specific Use Permit to allow an auto upholstery use for 125 Country View Drive, Suite 116. The property is generally located along Country View Drive. (Ordinance No. 2025-111)

INFORMATION:

Mr. Lam is requesting a Specific Use Permit to allow an auto upholstery use in Suite 116 of 125 Country View Drive (the middle unit of the building). The Schedule of Uses (Section 12.661 of the Comprehensive Zoning Ordinance) allows Auto Interior Shop/Upholstery uses in the Retail zone by Specific Use Permit only.

As reflected in the site plan, Suite 116 has its garage door pointing to the north, away from the Country View Drive ROW. To the north, a fence was constructed that screens the rear parking lot. Given that this use is appropriately screened and fits in with the overall development plan of the Countryview Business Park, staff recommends approval of the Specific Use Permit.

STAFF RECOMMENDATION:

Staff recommends approval of this ordinance.

SPECIAL CONSIDERATION:

The Planning and Zoning Commission voted unanimously to recommend approval of this ordinance.

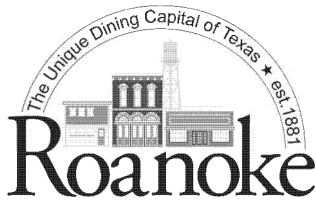
FINANCIAL CONSIDERATION:



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

1. Application
2. Site Plan
3. ORD NO 2025-111 - Rezone - 125 Country View Drive Suite 116 - SUP 2025-04 for auto upholstery use



CITY OF ROANOKE
500 S. OAK STREET
ROANOKE, TEXAS 76262
(817) 491-2411

SPECIFIC USE PERMIT APPLICATION

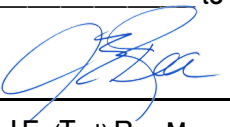
Name of Applicant/Agent John Lam	Address, City, State, Zip 1504 Eagle Court, Suite 9, Lewisville, TX 75057	Phone Number and email 214-529-5477 john.lam@855alltrades.com
Type of permit requested SUP	Name of Business Texas Upholstery and Trim	Email and Website-if applicable texasupholsteryandtrim@gmail.com
Property Owner(s) AIP Roanoke, LLC	Address, City, State, Zip 1504 Eagle Court, Suite 9, Lewisville, TX 75057	Phone Number and email 214-529-5477
Legal Description – Lot/Block/Subdivision TRACT 1 LOT 4R BLOCK A COUNTRYVIEW BUSINESS PARK PHASE II	Property Address 125 Country View Drive, Suite 116	Present Zoning R

Are there deed restrictions that would prevent this property from being used in the manner herein proposed? No

Justification for request for Special Use Permit: This site is located under R zoning. The business is auto upholstery and requires a SUP. This business is not heavy commercial or industrial and would not negatively impact the area.

Authorization:

I/ We AIP Roanoke LLC owner(s) of the above described property do here by authorize
John Lam to act on my/our behalf in making and representing this Specific Use permit application.

Owner(s) Signature 
J.E. (Ted) Rea, Manager

Date 07-18-2025

Owner(s) Signature _____

Date _____

Include the following:

Specific Use Permit application fee of \$200.00**. A copy of a survey map of the property and a concept plan or site plan in a pdf format.

Applicants Signature 

7/18/25

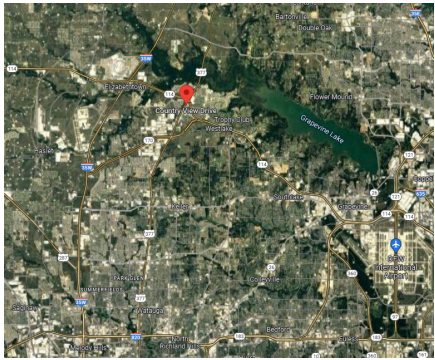
Date

**Fees are subject to change as amended by Ordinance.

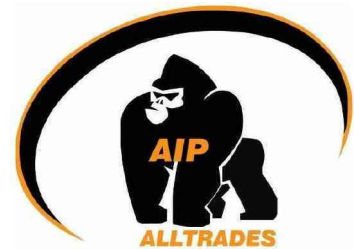
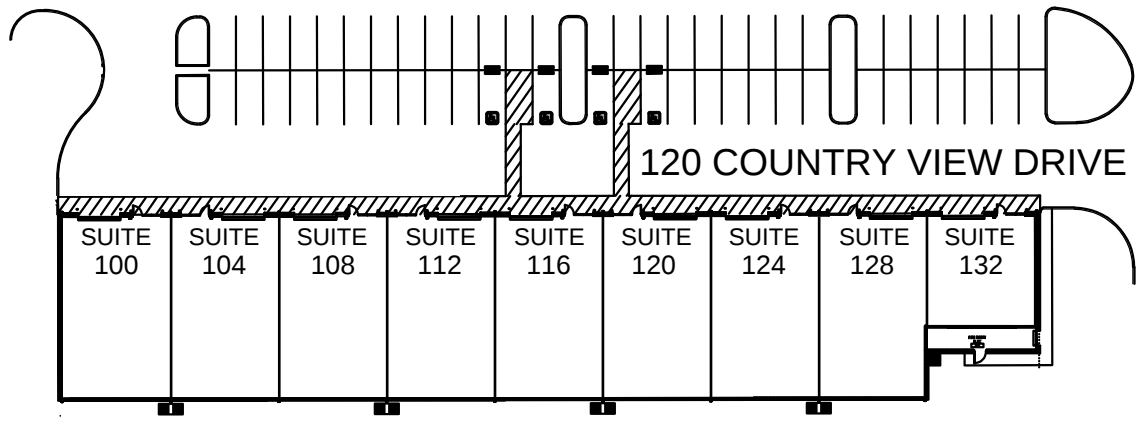
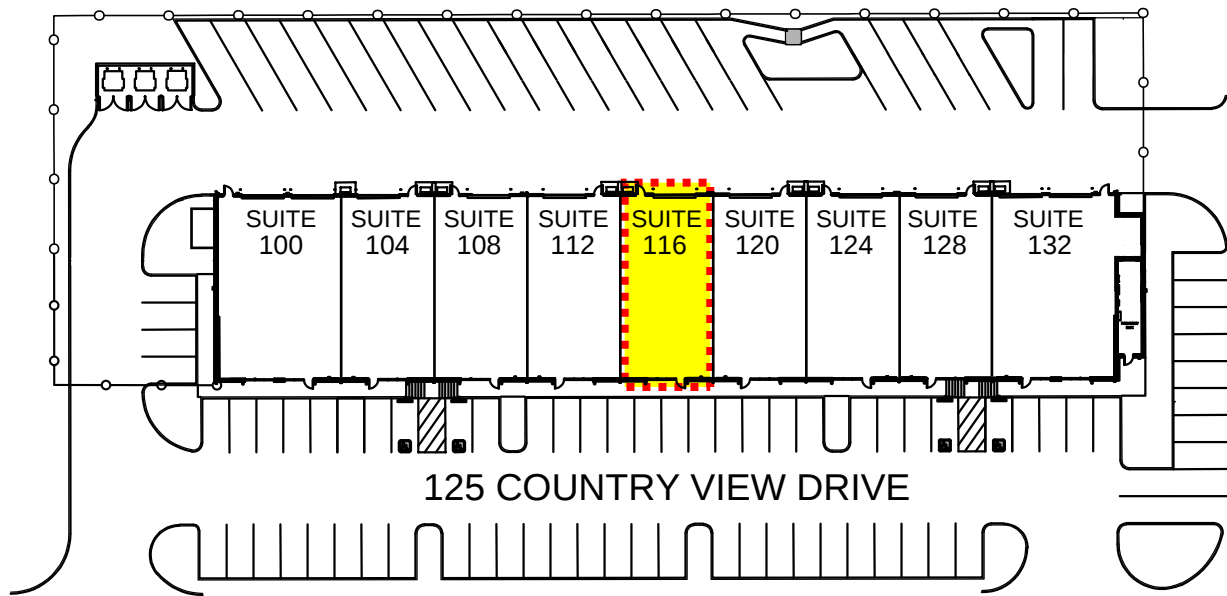
FOR OFFICE USE ONLY

Application Fee	P&Z Meeting	CC Meeting	File for Record SUP- _____ - _____
-----------------	-------------	------------	---------------------------------------

07/20/2023



LOCATION MAP



ROANOKE - 07
LEASING SITE PLAN

ALLTRADES INDUSTRIAL PROPERTIES
125 & 120 COUNTRY VIEW DRIVE
ROANOKE, TX

FOR LEASING INFORMATION:
ALLTRADES INDUSTRIAL PROPERTIES
1504 EAGLE COURT, STE. 9
LEWISVILLE, TX 75057
PHONE: (855) 255-8723
EMAIL: leasing@855alltrades.com
CONTACT: TED REA

ORDINANCE No. 2025-111

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, BY GRANTING A CHANGE IN ZONING FOR TRACT 1, LOT 4R, BLOCK A OF THE COUNTRYVIEW BUSINESS PARK PHASE II ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED AT 125 COUNTRY VIEW DRIVE, SUITE 116, CITY OF ROANOKE, DENTON COUNTY, AND MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, BY AMENDING THE UNDERLYING ZONING FOR SAID TRACT OF LAND FROM RETAIL (R) DISTRICT TO RETAIL - SPECIFIC USE PERMIT (R-SUP) DISTRICT TO ALLOW AUTO UPHOLSTERY USE; PRESCRIBING THE PERMISSIBLE USES THEREOF; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission for the City of Roanoke, Texas, has recommended that the official zoning map of the City of Roanoke, Texas, be amended to reflect that the zoning for Tract 1, Lot 4R, Block A of the Countryview Business Park Phase II Addition, an addition to the City of Roanoke, Denton County, Texas, and generally located at 125 Country View Drive, Suite 116, City of Roanoke, Denton County, Texas, and being more particularly described and depicted in **Exhibit A** of this Ordinance, which is attached hereto and incorporated herein for all purposes, be changed from Retail (R) District to Retail – Specific Use Permit (R-SUP) District to allow for an auto upholstery use; and

WHEREAS, the Planning and Zoning Commission of the City of Roanoke, Texas, and the City Council of the City of Roanoke, Texas, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Roanoke, Texas, is of the opinion and finds that said changes should be granted and that the Comprehensive Zoning Ordinance should be amended.

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That the Comprehensive Zoning Ordinance and Map of the City of Roanoke, Texas, duly passed by the governing body of the City of Roanoke, Texas, as heretofore amended, be and the same is hereby amended to grant a change in zoning for Tract 1, Lot 4R, Block A of the Countryview Business Park Phase II Addition, an addition to the City of Roanoke, Denton County, Texas, and generally located at 125 Country View Drive, Suite 116, City of Roanoke, Denton County, Texas, and being more particularly described and depicted in **Exhibit A** of this Ordinance, which is attached hereto and incorporated herein for all purposes, be changed from Retail (R) District to Retail – Specific Use Permit (R-SUP) District to allow for an auto upholstery use.

Section 3.

The City Secretary is directed to engross and enroll this Ordinance in the Code of Ordinances of the City of Roanoke and to reflect this change of zoning on the official zoning map of the City of Roanoke, Texas.

Section 4. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 5. SEVERABILITY CLAUSE

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

Section 6. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 26th day of August, 2025.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

Legal Description and/or Depiction
of the Tract or Tracts of Land

Tract 1, Lot 4R, Block A of the Countryview Business Park Phase II Addition, an addition to the City of Roanoke, Denton County, Texas, and generally located at 125 Country View Drive, Suite 116, City of Roanoke, Denton County, Texas.



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - ORD NO 2025-112 - Zoning Amendment - Learning Pods

MEETING DATE: August 26, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for the Oak Street Corridor Zoning District, by amending Section 12.492 Entitled “Schedule of Uses,” by amending the “Educational, Public Administration, Health Care and Other Institutional Uses” to provide for a new use entitled “Learning Pods” as a permitted use within the Oak Street Zone, Highway 377 Zone, and Civic/Mixed Use Zone and not a permitted use within the Neighborhood Transition Zone; and amending Section 12.500 Entitled “Definitions” by adding a definition for “Learning Pods.” (Ordinance No. 2025-112)

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2025 -112 - ZTA-2025-01 - Zoning Amendment - Oak Street - Learning Pods



City of Roanoke Notice of Public Hearing Zoning Amendment

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

CITY OF ROANOKE NOTICE OF PUBLIC HEARING ZONING AMENDMENT

Planning and Zoning Commission

THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, AUGUST 18, 2025, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, FOR THE OAK STREET CORRIDOR ZONING DISTRICT, BY AMENDING SECTION 12.492 OF THE CODE OF ORDINANCES ENTITLED "SCHEDULE OF USES," BY AMENDING THE "EDUCATIONAL, PUBLIC ADMINISTRATION, HEALTH CARE AND OTHER INSTITUTIONAL USES" TO PROVIDE FOR A NEW USE ENTITLED "LEARNING PODS" AS A PERMITTED USE WITHIN THE OAK STREET ZONE, HIGHWAY 377 ZONE, AND CIVIC/MIXED USE ZONE AND NOT A PERMITTED USE WITHIN THE NEIGHBORHOOD TRANSITION ZONE; AND AMENDING SECTION 12.500 ENTITLED "DEFINITIONS" BY ADDING A DEFINITION FOR "LEARNING PODS." THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

City Council

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, AUGUST 26, 2025, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, FOR THE OAK STREET CORRIDOR ZONING DISTRICT, BY AMENDING SECTION 12.492 OF THE CODE OF ORDINANCES ENTITLED "SCHEDULE OF USES," BY AMENDING THE "EDUCATIONAL, PUBLIC ADMINISTRATION, HEALTH CARE AND OTHER INSTITUTIONAL USES" TO PROVIDE FOR A NEW USE ENTITLED "LEARNING PODS" AS A PERMITTED USE WITHIN THE OAK STREET ZONE, HIGHWAY 377 ZONE, AND CIVIC/MIXED USE ZONE AND NOT A PERMITTED USE WITHIN THE NEIGHBORHOOD TRANSITION ZONE; AND AMENDING SECTION 12.500 ENTITLED "DEFINITIONS" BY ADDING A DEFINITION FOR "LEARNING PODS." THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Friday August 1, 2025, by 5:00 p.m.

April S. Hill, City Secretary

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

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



CITY COUNCIL AGENDA ITEM

TO: City Council

SUBJECT: Zoning Ordinance Amendment (ZTA-2025-01) Learning Pods

MEETING DATE: August 26, 2025

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a Zoning Ordinance Amendment request from Tammy Dwight-Ministero, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, by amending Chapter 12, Article III, Division 15, of the Code of Ordinances, of the City of Roanoke, Texas, entitled "Oak Street Corridor Zoning District", by amending Section 12.492 of the Code of Ordinances entitled "Schedule of Uses," by amending the "Educational, Public Administration, Health Care and Other Institutional Uses" to provide for a new use entitled "Learning Pods" that is a permitted use within the Oak Street Zone, Highway 377 Zone, and Civic/Mixed Use Zone and not a permitted use within the Neighborhood Transition Zone; and amending Section 12.500 entitled "Definitions" by adding a definition for "Learning Pods." (Ordinance No. 2025-112)

INFORMATION:

History

On March 18, 2025, Mrs. Dwight-Ministero reached out to then-City Planner Kelly Carlson about finding a location for a "...microschool/homeschool co-op..." and suggested two locations in the City. Mrs. Carlson returned, stating, "neither of the locations you're considering is suitable for a school." Mrs. Dwight-Ministero replied, stating that they are not technically a school. She then provided a state statute which she argues - and staff agrees - applies to her business, defining it as a learning pod.

Mrs. Dwight-Ministero then reached out to Mrs. Carlson on April 15, suggesting the property at 208 N. Hwy 377 as a location for her learning pod. Mrs. Carlson did not respond because she had left the City. Mrs. Dwight-Ministero followed up on May 16, after now-City Planner Matthew Ellis had started with the City. Mr. Ellis found that the use of learning pods, microschools, nor homeschool co-ops were listed in Section 12.492 Schedule of Uses, and forwarded the question to City Attorney Jeff Moore on May 19. On May 29, Mr. Moore agreed with staff's interpretation that the use was not a school and therefore not listed in the code, meaning it was not allowed. Mr. Ellis informed Mrs. Dwight-Ministero of staff's interpretation and Mr. Moore's concurring



CITY COUNCIL AGENDA ITEM

opinion. Mrs. Dwight-Minitstero filled out and returned the appeal application on May 31.

The Zoning Board of Adjustments unanimously denied the appeal application at their July 17 meeting, encouraging Mrs. Dwight-Minitstero to pursue a zoning text amendment as the appropriate venue to permit her use in the City of Roanoke.

Staff Report

The nature of education is changing in this new information age, as with many aspects of our lives. Especially during and following the COVID pandemic, novel approaches to education have been and are being developed, including microschools and learning pods. The adoption of the Learning Pod Protection Act by the 87th legislative session shows the state's embracing of these diverse education models. As innovative uses emerge, cities must continue to have conversations about the appropriateness of these uses in their jurisdictions, enabling pioneering business owners to get their start. The application by the appropriately-named BOLD School to allow this use in the City is the first of what staff anticipate will be many novel businesses excited to set up in Roanoke over the next few decades.

In addition to the above context of the education market at large, the use complies with the goals laid out in the Oak Street Corridor Overlay. Schools, libraries, and community halls are all allowed in the same zones which Learning Pods are proposed to be allowed in. The ordinance considering Microschools adds the Neighborhood Transition Zone as microschools operate very similarly to existing homeschooling occupations, which complies with the goal of the Neighborhood Transition Zone to, "provide for appropriate transitions between the historic residential district and commercial uses along Oak Street."

Ordinance Options

The applicant is applying to allow her use as a learning pod as she was directed to do by the Zoning Board of Adjustments. However, as additional City staff reviewed the proposal, the determination was made that this use would not fall under the State's definition of a learning pod, leaving Ordinance Option A as an issue. Approving Ordinance Option A would not permit the applicant's use without a court determination that in fact her use does comply with the State's definition of Learning Pod. Staff from Planning, Fire, and the City Attorney discussed this matter, and determined that the best course of action to permit the use and allow her in the City would be to define a separate use named microschools, offered to the Council in Ordinance Option B. Staff across these departments feels this is the best course of action should we wish to permit the use in the City.

Summary



CITY COUNCIL AGENDA ITEM

City staff believe that this use will serve the residents of Roanoke and surrounding cities well. Based on the goals laid out in the Oak Street Regulating Plan and the shifting landscape of education as recognized by the Texas Legislature, City staff recommends approval of the Option B ordinance.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

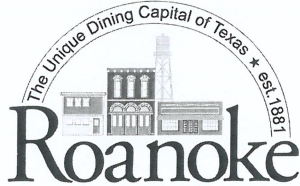
SPECIAL CONSIDERATION:

The Planning and Zoning Commission voted unanimously to recommend approval of Option B of the ordinance, with a recommendation to the City Council to direct staff to work with the applicant with various grants available from the City to assist with meeting fire safety requirements.

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Application
2. BOLD School – Learning Pod Designation Request (1)
3. NMC BOLD school (1)
4. Bold Roanoke LPPA Letter (1)
5. ORD NO 2025-112 - Zoning Amendment - Oak Street - Learning Pods Option A
6. ORD NO 2025-112 - Zoning Amendment - Oak Street - Learning Pods Option B Redline
7. ORD NO 2025-112 - Zoning Amendment - Oak Street - Learning Pods Option B



CITY OF ROANOKE
500 S. OAK STREET
ROANOKE, TEXAS 76262
(817) 491-2411 FAX (817) 491-2242

ZONING APPLICATION

Applicant/Agent Name BOLD School / Tammy Dwight-Ministero		Home Phone	Mobile Phone 817.908.8222
Address 13511 Bates Aston Rd		City / State Haslet, TX	Zip 76052
Property Owner(s) Ryan Williams		Home Phone	Work Phone
Address, City, State, Zip			
Present Zoning Classification Clinic	Requested Zoning Classification Microschool/ Learning Pod	Acreage/Lot of Requested Zoning Classification Lot 10R-1, Block 13 Old Town Roanoke	

Are any Deed restrictions in place that would prevent this property being used in the manner herein proposed?

☐ Yes ☐ No

If yes, list restrictions _____

Proposed use microschool/ learning pod

Justification for requested zoning change: To update the allowed uses school category to include microschools.

Microschools (aka Learning Pods by TEA) were not recognized school options until 2021 by the LPPA legislation.

I authorize the City of Roanoke to place one change of zoning sign on the subject property to remain in place for the duration of the zoning change process.

Authentisign
Tammy Dwight-Ministero 07/18/25
Applicant Signature and Date

Attach one (1) electronic copy in a pdf format of the Metes & Bounds description of the property and a survey map of the property. Fees for Zoning Request is \$250.00 plus \$10.00 per acre. Fees are subject to change if amended by Ordinance.

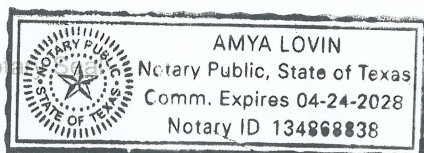
Authorization:

I/We Ryan Williams owner(s) of the above described property do hereby authorize Tammy Dwight-Ministero to act on my/our behalf in making and representing this zoning change application.

[Signature] 7/23/2025
Signature of owner Date

State of Texas
County of Denton

Sworn to and subscribed before me on the 23rd day of July, 2025, by Ryan Williams
(year) (name of owner).



[Signature]
Notary Public's Signature

07/20/2023

BOLD School – Learning Pod Designation Request

Statutory Definition

Under Tex. Educ. Code § 27.001(2), a “**learning pod**” is defined as:

“a group of children who, based on the voluntary association of the children's parents, meet together at various times and places to participate in or enhance the children's primary or secondary academic studies, including participation in an activity or service provided to the children in exchange for payment.”【Tex. Educ. Code § 27.001(2)】

How BOLD School Meets Each Element

1. Voluntary Association of Parents

- **Parent-Driven Participation:** All families choose to join voluntarily; there are **no attendance mandates or compulsory requirements**.
 - *Example:* Families may take a month off in October or opt out of summer sessions entirely.
 - *Example:* Tuition secures their spot and covers software, hardware, coaches, supplies, and field trips, regardless of attendance.
- **Parent-Led Learning:** Parents set the **pace, schedule, and curriculum**, while BOLD School provides resources, coaching, and accountability support. Families may adjust their plan at any time. Learning components are determined by the family, not by any government or school entity.
 - *Pace:* Families can accelerate (cover 2 years of curriculum) or decelerate (½ year) based on goals.
 - *Schedule:* Multiple tracks with flexible days and times; no fixed attendance requirements.
 - *Curriculum:* Families choose between 2-Hour Learning, other school-provided EdTech tools, or any additional parent-selected curricula.
- **Direct Parent Involvement:** On homeschool days, the parent serves as the primary Learning Coach.
- **Parent Contribution:** Families actively enrich the learning environment by sharing expertise, talents, and skills with students.

Note: “Voluntary” is defined as “proceeding from the will or from one's own choice or consent,” and “association” as “the act of joining together in a relationship or an organization of persons having a common interest.”【Merriam-Webster, “Voluntary” and “Association,” Merriam-Webster.com Dictionary】

BOLD School families freely choose to join together around the shared interest of their faith and children’s education, meeting the statutory requirement of a “voluntary association of parents.”

2. Meet Together at Various Times

BOLD School operates four distinct tracks, each with multiple schedule variations, resulting in **seven different weekly options** (not including the infinite home-based flex schedule times).

- Signature Track: 4-day onsite (Mon–Thurs, 9–3) + Friday parent-selected time (2x per week).
- Tech Stack Track: 4-day onsite (Mon–Thurs, 9–3) + Friday parent-selected time (2x per week).
- Homeschool Track: Partial onsite (Mon–Wed, 12–3; Thurs, 9–3) + flexible Fridays (3x per week).
- 1-Day Options: Thursday, various locations (9–3) + home-based learning rest of week (2x per week).

Note: “Various” is defined as “of an indefinite number greater than one.”【Merriam-Webster, “Various,” Merriam-Webster.com Dictionary】

BOLD School’s multiple tracks, flexible schedules, and home-based learning options meet and exceed the statutory requirement of meeting together at “various times.”

3. ...and Places

BOLD School learning occurs in **multiple locations**, satisfying the requirement to meet in “various places.”

- **Home**: Parent-led instruction for all students.
- **On-site**: Small, mixed-age groups on campus.
- **Offsite**: Regular service projects, field trips, and community-based learning at local businesses, parks, libraries, and churches.

Note: “Place” is defined as “a physical environment or space,” and “various” as “of an indefinite number greater than one.”【Merriam-Webster, “Place” and “Various,” Merriam-Webster.com Dictionary】

With home, onsite, and offsite learning environments, BOLD School clearly meets the statutory requirement of meeting in “various places.”

4. Participate in or Enhance the Children’s Academic Studies

- All tracks include core academic subjects (math, reading, writing, science, and social studies).
- Signature & Tech Stack serve as primary instruction.
- Homeschool Track provides enhancement to parent-led academics.

All BOLD School tracks focus on primary and secondary academics, meeting the statutory requirement of participating in or enhancing academic studies.

5. Activity or Service in Exchange for Payment

- Tuition is paid by parents in exchange for BOLD School’s educational services, resources, and activities, satisfying the “activity or service in exchange for payment” element.

Tuition is a direct exchange for the educational activities and services BOLD School provides, aligning with the statutory requirement.

Conclusion

BOLD School **meets and exceeds** every element of the statutory definition of a *Learning Pod* under Texas SB 1955 and Tex. Educ. Code § 27.001(2).

Implications

BOLD School’s structure aligns closely with the statutory elements outlined in the Learning Pod Protection Act, Texas Education Code § 27 (SB 1955), meaning it falls under the legal definition of a Learning Pod and the protections that accompany it. The legislature did not limit this designation to a specific historical moment; it created a statutory framework to protect parent-directed learning models from unnecessary regulation.

While learning pods gained visibility during COVID, their growth since then reflects a broader parental demand for alternative education models. That natural evolution underscores why the LPPA exists: to safeguard innovative, parent-driven approaches to education from being forced back into traditional systems through local regulation. Because *Learning Pod* is a designation created in statute, compliance must be determined by the language of the law itself—not by perceived intent or assumptions about why it was first enacted. Our goal is simply to ensure alignment with those statutory requirements as written.



July 8, 2025

Ms. Tammy Dwight-Ministero
Founder
BOLD School
Roanoke, Texas

Dear Tammy:

Congratulations on your important educational leadership as an exemplary Texas nonpublic school. BOLD School has served as an essential member of the community of private school options, and also an exemplary model of an educational entity falling within Texas Learning Pod Protection Act as defined within Title II, Chapter 27 of the Texas Education Code, in the greater DFW area for several years.

It has been the National Microschooling Center's honor to have included you as a member for the past two years.

I look forward to visiting your new facility in the coming months, and to working together for the years to come. Please do not hesitate to reach out if there is any way I or the Center can prove helpful to your work.

Sincerely,

Don Soifer
CEO

July 10, 2025

Zoning Appeals Board
City of Roanoke
500 S. Oak Street
Roanoke, Texas 76262

Dear Board,

My name is Daniel Suhr. I am senior legal fellow at the National Microschooling Center, a resource hub for education entrepreneurs and innovative schools. I write alongside my Texas cocounsel, Chad Flores of Flores Law in Houston.

I write in support of The BOLD School, a private school serving students from Fort Worth and the surrounding areas. I am writing to draw your attention to the important rights afforded to The BOLD School and similar educators under the Texas Learning Pod Protection Act, Education Code Title 2, Subtitle E, Ch. 27.

As the Texas Home School Coalition, one of the primary outside supporters of the bill, has explained, the LPPA “was drafted to protect learning pods from being regulated by local governments not only during a pandemic but also on an everyday basis. . . . These protections help ensure the freedom of families to educate their children as they see fit.” THSC, *How the Texas Legislature Addressed Pods and Homeschool Co-ops* (June 7, 2021).

The bill’s title makes clear its purpose: to protect these new, innovative, voluntary private organizations of parents and students banding together outside the traditional school system. *See In the Interest of M.R.*, 975 S.W.2d 51, 54 (4th Ct. of App. 1998) (statute title is “instructive” to its interpretation). That reading is reinforced by the bill’s self-description: “exempting learning pods from certain local government regulations.” S.B. No. 1955. *See Texas House Research Org.*, Bill Digest, SB 1955 (2nd reading), May 21, 2021 (same).

The LPPA applies to a “learning pod,” which it defines as “a group of children who, based on the voluntary association of the children’s parents, meet together at various times and places to participate in or enhance the children’s primary or secondary academic studies, including participation in an activity or service provided to the children in exchange for payment.” Educ. Code 27.001(2). That describes The BOLD School, which is a voluntary association of families that serves children (students) for their academic studies in an intimate, microschool environment.

As such, The BOLD School enjoys certain rights under the Act, including:

- An exemption from “any ordinance, rule, regulation, policy, or guideline adopted by a local governmental entity that applies to a school district campus or child-care facility, including any requirements regarding . . . physical accommodations, or building or fire codes.” Educ. Code 27.002(a)(1).
- An exemption “from any ordinance, rule, regulation, policy, or guideline adopted by a local governmental entity that would not apply to the group, building, or facility if it was not associated with or used by a learning pod.” *Id.* at (a)(2).

In this case, The BOLD School fits a “both/and” definition. It is a school: it provides a regular course of instruction substantially equivalent to that of other Texas schools. Indeed, pursuant to the Roanoke zoning ordinance that is at issue here, The BOLD School is a school as it is under the sponsorship of a private agency or corporation, other than a public or religious agency, which offers a curriculum that is generally equivalent to public elementary and/or secondary schools. That it is a microschool serving a small number of students does not render it something other than a school. Yet it is also a “learning pod” as that term is used in the Act: a voluntary association of families coming together for education in an innovative and intimate setting.

As the Appeals Board considers this appeal, I would encourage you to be mindful of the City’s obligations under the Learning Pod Protection Act. We would welcome further conversation with the Board or City Attorney’s office to clarify our understand and the City’s understanding of the LPPA and its application to this appeal if that would be helpful to you. Thank you for your attention to this matter.

Respectfully yours,



Daniel R. Suhr, Senior Legal Fellow
National Microschooling Center
Licensed in Wisconsin

Chad Flores
Flores Law PLLC
917 Franklin Street
Suite 600
Houston, Texas 77002
(713) 364-6640

ORDINANCE No. 2025-112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE III, DIVISION 15, OF THE CODE OF ORDINANCES, OF THE CITY OF ROANOKE, TEXAS, ENTITLED “OAK STREET CORRIDOR ZONING DISTRICT”, BY AMENDING SECTION 12.492 OF THE CODE OF ORDINANCES ENTITLED “SCHEDULE OF USES,” BY AMENDING THE “EDUCATIONAL, PUBLIC ADMINISTRATION, HEALTH CARE AND OTHER INSTITUTIONAL USES” TO PROVIDE FOR A NEW USE ENTITLED “LEARNING PODS” THAT IS A PERMITTED USE WITHIN THE OAK STREET ZONE, HIGHWAY 377 ZONE, AND CIVIC/MIXED USE ZONE AND NOT A PERMITTED USE WITHIN THE NEIGHBORHOOD TRANSITION ZONE; AND AMENDING SECTION 12.500 ENTITLED “DEFINITIONS” BY ADDING A DEFINITION FOR “LEARNING PODS”; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 12.124(b) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, “[f]or requests involving proposed changes to the text of the Zoning Ordinance, notice of the Planning and Zoning Commission hearing shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the City before the fifteenth (15th) calendar day prior to the date of the public hearing. Changes in the Ordinance text which do not change zoning district boundaries do not require written notification to individual property owners;” and

WHEREAS, Section 12.127(c) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, “[n]otice of the City Council public hearing for a zoning, rezoning or Zoning Ordinance text amendment request shall be given in the same manner as that for the public hearing before the Planning and Zoning Commission as required in Section 12.124;” and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Roanoke, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of Roanoke, Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Roanoke, Texas, is of the opinion and finds that said changes should be granted and that the Zoning Ordinance should be amended.

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That Chapter 12, Article III, Division 15, Section 12.492, Table 1 – Schedule of Uses of the Code of Ordinances of the City of Roanoke, Texas, by amending the “Educational, Public Administration, Health Care and Other Institutional Uses” to provide for “Learning pods” which shall read as follows:

“Sec. 12.492. Schedule of Uses.

Due to the emphasis on urban form over land uses in the Oak Street District, general use categories have been identified by areas. Uses not listed in the following schedule, but are substantially similar, may be permitted upon the approval of the City Manager or his or her designee, subject to appeal to the City Council.

Table 1 – Schedule of Uses

<i>Land Use</i>	<i>Oak Street Zone</i>	<i>Neighborhood Transition Zone</i>	<i>Hwy 377 Zone</i>	<i>Civic/Mixed Use Zone</i>
Educational, Public Administration, Health Care and Other Institutional Uses				
▪ Learning pods	P	NP	P	P

Section 3.

That Chapter 12, Article III, Division 15, Section 12.500 entitled “Definitions” is amended by adding a new definition entitled “Learning pods” which shall read as follows:

“‘Learning pods’ means a group of children who, based on the voluntary association of the children's parents, meet together at various times and places to participate in or enhance the children's primary or secondary academic studies, including participation in an activity or service provided to the children in exchange for payment.”

Section 4. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 5. SEVERABILITY CLAUSE

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

Section 6. REPEALER CLAUSE

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

Section 7. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the _____ day of _____, **2025.**

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

ORDINANCE No. 2025-112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE III, DIVISION 15, OF THE CODE OF ORDINANCES, OF THE CITY OF ROANOKE, TEXAS, ENTITLED "OAK STREET CORRIDOR ZONING DISTRICT", BY AMENDING SECTION 12.492 OF THE CODE OF ORDINANCES ENTITLED "SCHEDULE OF USES," BY AMENDING THE "EDUCATIONAL, PUBLIC ADMINISTRATION, HEALTH CARE AND OTHER INSTITUTIONAL USES" TO PROVIDE FOR A NEW USE ENTITLED "MICROSCHOOLS LEARNING PODS" THAT IS A PERMITTED USE WITHIN THE OAK STREET ZONE, NEIGHBORHOOD TRANSITION ZONE HIGHWAY 377 ZONE, AND CIVIC/MIXED USE ZONE ~~AND NOT A PERMITTED USE WITHIN THE NEIGHBORHOOD TRANSITION ZONE~~; AND AMENDING SECTION 12.500 ENTITLED "DEFINITIONS" BY ADDING A DEFINITION FOR "MICROSCHOOLS LEARNING PODS"; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 12.124(b) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, "[f]or requests involving proposed changes to the text of the Zoning Ordinance, notice of the Planning and Zoning Commission hearing shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the City before the fifteenth (15th) calendar day prior to the date of the public hearing. Changes in the Ordinance text which do not change zoning district boundaries do not require written notification to individual property owners;" and

WHEREAS, Section 12.127(c) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, "[n]otice of the City Council public hearing for a zoning, rezoning or Zoning Ordinance text amendment request shall be given in the same manner as that for the public hearing before the Planning and Zoning Commission as required in Section 12.124;" and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Roanoke, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of Roanoke, Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Roanoke, Texas, is of the opinion and finds that said changes should be granted and that the Zoning Ordinance should be amended.

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That Chapter 12, Article III, Division 15, Section 12.492, Table 1 – Schedule of Uses of the Code of Ordinances of the City of Roanoke, Texas, by amending the "Educational, Public Administration, Health Care and Other Institutional Uses" to provide for "Microschools Learning pods" which shall read as follows:

“Sec. 12.492. Schedule of Uses.

Due to the emphasis on urban form over land uses in the Oak Street District, general use categories have been identified by areas. Uses not listed in the following schedule, but are substantially similar, may be permitted upon the approval of the City Manager or his or her designee, subject to appeal to the City Council.

Table 1 – Schedule of Uses

Land Use	Oak Street Zone	Neighborhood Transition Zone	Hwy 377 Zone	Civic/Mixed Use Zone
Educational, Public Administration, Health Care and Other Institutional Uses				
▪ Microschools <u>Learning pods</u>	P	NP	P	P

Section 3.

That Chapter 12, Article III, Division 15, Section 12.500 entitled “Definitions” is amended by adding a new definition entitled “Learning pods” which shall read as follows:

~~“Microschools’~~Learning pods’ means a small learning environment under the sponsorship of a private agency or corporation, other than a public or religious agency, which offers a curriculum that is generally equivalent to public elementary and/or secondary schools. Microschools are distinct from private schools in their class sizes a group of children who, based on the voluntary association of the children's parents, meet together at various times and places to participate in or enhance the children's primary or secondary academic studies, including participation in an activity or service provided to the children in exchange for payment.”

Section 4. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 5. SEVERABILITY CLAUSE

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

Section 6. REPEALER CLAUSE

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

Section 7. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the _____ day of _____, **2025**.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

ORDINANCE No. 2025-112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE III, DIVISION 15, OF THE CODE OF ORDINANCES, OF THE CITY OF ROANOKE, TEXAS, ENTITLED “OAK STREET CORRIDOR ZONING DISTRICT”, BY AMENDING SECTION 12.492 OF THE CODE OF ORDINANCES ENTITLED “SCHEDULE OF USES,” BY AMENDING THE “EDUCATIONAL, PUBLIC ADMINISTRATION, HEALTH CARE AND OTHER INSTITUTIONAL USES” TO PROVIDE FOR A NEW USE ENTITLED “MICROSCHOOLS” THAT IS A PERMITTED USE WITHIN THE OAK STREET ZONE, NEIGHBORHOOD TRANSITION ZONE HIGHWAY 377 ZONE, AND CIVIC/MIXED USE ZONE; AND AMENDING SECTION 12.500 ENTITLED “DEFINITIONS” BY ADDING A DEFINITION FOR “MICROSCHOOLS”; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 12.124(b) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, “[f]or requests involving proposed changes to the text of the Zoning Ordinance, notice of the Planning and Zoning Commission hearing shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the City before the fifteenth (15th) calendar day prior to the date of the public hearing. Changes in the Ordinance text which do not change zoning district boundaries do not require written notification to individual property owners;” and

WHEREAS, Section 12.127(c) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, “[n]otice of the City Council public hearing for a zoning, rezoning or Zoning Ordinance text amendment request shall be given in the same manner as that for the public hearing before the Planning and Zoning Commission as required in Section 12.124;” and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Roanoke, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of Roanoke, Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Roanoke, Texas, is of the opinion and finds that said changes should be granted and that the Zoning Ordinance should be amended.

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That Chapter 12, Article III, Division 15, Section 12.492, Table 1 – Schedule of Uses of the Code of Ordinances of the City of Roanoke, Texas, by amending the “Educational, Public Administration, Health Care and Other Institutional Uses” to provide for “Microschools” which shall read as follows:

“Sec. 12.492. Schedule of Uses.

Due to the emphasis on urban form over land uses in the Oak Street District, general use categories have been identified by areas. Uses not listed in the following schedule, but are substantially similar, may be permitted upon the approval of the City Manager or his or her designee, subject to appeal to the City Council.

Table 1 – Schedule of Uses

<i>Land Use</i>	<i>Oak Street Zone</i>	<i>Neighborhood Transition Zone</i>	<i>Hwy 377 Zone</i>	<i>Civic/Mixed Use Zone</i>
Educational, Public Administration, Health Care and Other Institutional Uses				
▪ Microschools	P	P	P	P

Section 3.

That Chapter 12, Article III, Division 15, Section 12.500 entitled “Definitions” is amended by adding a new definition entitled “Learning pods” which shall read as follows:

“Microschools’ means a small learning environment under the sponsorship of a private agency or corporation, other than a public or religious agency, which offers a curriculum that is generally equivalent to public elementary and/or secondary schools. Microschools are distinct from private schools in their class sizes.”

Section 4. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 5. SEVERABILITY CLAUSE

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

Section 6. REPEALER CLAUSE

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

Section 7. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the _____ day of _____, **2025**.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2025-113 - Establishing Sinking Fund - City Manager's Third Amended Employment Agreement

MEETING DATE: August 26, 2025

DEPARTMENT: Administration

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2025-113 establishing a sinking fund for the funding of the City Manager's Third Amended Employment Agreement.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2025-113 - Interest and Sinking Fund (C. Petree's Third Amended Employment Agreement)

CITY OF ROANOKE, TEXAS

ORDINANCE NO. 2025-113

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ESTABLISHING A SINKING FUND FOR THE FUNDING OF THE CITY MANAGER'S THIRD AMENDED EMPLOYMENT AGREEMENT; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SUCH OBLIGATION; PLEDGING SUCH FOR THE PAYMENT OF SAID AMOUNT; CONTAINING OTHER INCIDENTAL AND RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Roanoke, Texas (hereinafter referred to as the “City”), desires to retain the services of Cody Petree (hereinafter referred to as “Mr. Petree”) as City Manager for the City, subject to the provisions of state law and the City’s Code of Ordinances; and

WHEREAS, it also is the desire of the City Council to provide certain benefits and to establish certain conditions of employment for Mr. Petree; and

WHEREAS, on or about August 12, 2025, the City approved a Third Amended Employment Agreement with Mr. Petree relative to his services as City Manager; and

WHEREAS, the term of that Third Amended Employment Agreement extends beyond the current (2024-2025) fiscal year, and terminates during the 2029-2030 fiscal year on September 30, 2030; and

WHEREAS, Mr. Petree and the City acknowledge that, pursuant to the provisions contained in Article XI, Sections 5 and 7 of the Texas Constitution, the City may not enter into unfunded debt, *i.e.*, debt beyond the current fiscal year, for any purpose without creating a sinking fund of at least two percent (2%) of the amount of such debt for the payment of said debt; and

WHEREAS, Mr. Petree and the City further acknowledge at the time long-term debt is created, the City must provide for the assessment and collection on an annual basis of a sufficient sum of money for payments accruing during any subsequent budget year.

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

SECTION 1

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

From and after the effective date of this Ordinance, the City's Chief Financial Officer is hereby directed to create and maintain, through **September 30, 2030**, unless said Agreement is terminated pursuant to its terms before such date, a Sinking Fund for the payment of the debt created by such Third Amended Employment Agreement. The Sinking Fund shall consist of two percent (2%) of the gross base salary due and owing Mr. Petree through **September 30, 2030**, as reflected in Section 4 of the Third Amended Employment Agreement.

SECTION 3

The proceeds placed into the Sinking Fund, for the current fiscal year (2024-2025) and succeeding fiscal years shall be from the City's ad valorem tax and there shall be annually assessed and collected in due time, form and manner, a direct and continuing ad valorem tax on all taxable property within the corporate limits of the City at a rate from year to year, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property as will be sufficient to provide funds to satisfy any obligations under the Third Amended Employment Agreement during any budget year.

SECTION 4

The City's Chief Financial Officer shall keep and maintain all records relating to the Sinking Fund and all such other related documentation and accounts, and is hereby authorized and instructed to maintain all funds necessary in the Sinking Fund to prevent the creation, at any time, of an unconstitutional debt in the terms, conditions, or administration of the Third Amended Employment Agreement.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Roanoke, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, and further declares that such remaining portions shall remain in full force and effect.

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage, as provided by state statute and the Code of Ordinances of the City of Roanoke, Texas.

PASSED, APPROVED AND ADOPTED THIS THE 26th DAY OF AUGUST, 2025.

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney