

Holly Gray, Mayor Pro-Tem
Bryan Moyers, Councilmember
David Brundage, Councilmember



Carl E. Gierisch, Jr., Mayor

Brian Darby, Councilmember
Hogan Page, Councilmember
David Thompson, Councilmember

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

**DECEMBER 9, 2025
7:00 PM
500 S. OAK STREET
ROANOKE, TEXAS 76262**

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

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

D. PRESENTATION

1. Benson Chacko, FACHE, President of Methodist Southlake Medical Center will present an update to the Mayor and City Council.
2. Mayor Gierisch will present certificates to the graduating class of the 2025 Citizen's Academy to honor their completion of the program.

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**

**December 9, 2025
Page 2 of 4**

1. Consider approval of the minutes from the regular City Council meeting held on November 25, 2025.
2. Consider approval authorizing the application for the Bullet-Resistant Components for Law Enforcement Vehicles Grant.
3. Consider approval of a Memorandum of Understanding (MOU) between the City of Roanoke and United Way of Denton County, Inc.
4. Consider approval of a Professional Service Agreement between the City of Roanoke and Quiddity Engineering for the engineering design of Howe Road for an amount not to exceed Seven Hundred Sixty Nine Thousand dollars (\$769,000.00)
5. Consider approval to award bid to GenServ for the purchase and installation of emergency backup generator and electrical control cabinets at Gateway Pumpstation, for the amount not to exceed one million seven hundred fifty thousand eight hundred ninety dollars and zero cents (\$1,750,890.00)

F. NEW BUSINESS

1. Consideration and action on approval of Resolution No. 2025-117R, casting votes for candidates in the election of the Denton Central Appraisal District Board of Directors.
2. Consideration and action on approval of Resolution No. 2025-119R approving the formation of the Roanoke Convention Center Hotel Local Development Corporation; approving the certificate of formation; and resolving other matters related thereto.
3. Consideration and action to appoint one (1) member to the Parks and Recreation Board for an unexpired term ending October 2027.
4. Consideration and action to appoint one (1) member to the Planning and Zoning Commission for an unexpired term ending July 2026.
5. Consideration and action to appoint two (2) members to the Roanoke Economic and Industrial Development Corporation Type A for a term expiring January 2028.
6. Consideration and action for a façade grant application from Corey Courtney, owner of Sterling Stylez Barber Shop located at 412 N Oak St, Roanoke, TX.



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

**December 9, 2025
Page 3 of 4**

7. Presentation and discussion from Catalyst Commercial regarding the updates to the Oak Street Corridor Ordinance.

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

To seek legal advice from the City Attorney regarding Interlocal Agreement with the City of Keller.

Section 551.087

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

RECONVENE INTO REGULAR SESSION

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

Section 551.071

To seek legal advice from the City Attorney regarding Interlocal Agreement with the City of Keller.

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 Tuesday, December 2, 2025, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.



AGENDA FOR THE MEETING
OF THE ROANOKE CITY COUNCIL

December 9, 2025
Page 4 of 4

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: COR-Guests

Roanoke 101: City Management



Fire Department



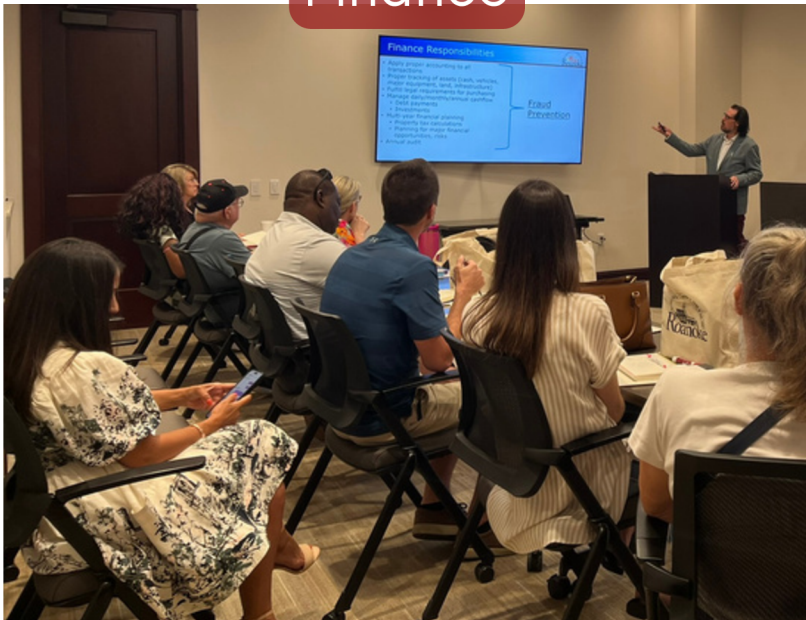
PD and Muni Court



Library and Visitors Center



Finance



Public Works





CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 11/25/2025 - CC Minutes

MEETING DATE: December 9, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on November 25, 2025.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 11-25-2025



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
NOVEMBER 25, 2025
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr.; Council Members: Hogan Page, David Brundage, Brian Darby, and Bryan Moyers; City Manager Cody Petree, Executive Assistant Babette Welch, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager Jeriahme Miller, Chief of Police Jeff Williams, Fire Chief Chris Addington, Parks and Recreation Director Ray McDonald, Public Works Director Shawn Wilkinson, Library Director Kelly Holt, Economic Development Manager Siale Langi, Events Manager Michael Davenport, Development Services J.R. Hames, and Public Engagement Manager Sandra Pettigrew.

ABSENT: Mayor Pro Tem Holly Gray; Council Member David Thompson.

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 upcoming events:

- Hometown Holiday and Parade will be held on December 6th, 12:00pm – 8:00pm
- First Responders Breakfast with Santa – Saturday, December 13th at the Community Center

City Council Member Bryan Moyers wished the Byron Nelson High School Volleyball Champs all the best as they move on to their third-round playoffs against Denton Guyer.

C. PUBLIC INPUT

No one wished to speak.

D. CONSENT AGENDA



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

**November 25, 2025
Page 2 of 4**

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

1. Consider approval of the minutes from the regular City Council meeting held on October 28, 2025.
2. Consider approval of an easement acquisition offer between the Trinity River Authority (TRA) and the City of Roanoke for property located 2498 Roanoke Road, Roanoke, Tarrant County and 501 Roanoke Road, Roanoke, Denton County, William Huff Survey Abstract No. 648, Texas, for the sum of forty-six thousand one hundred fourteen Dollars (\$46,114.00).
3. Consider approval of an easement acquisition offer between the Trinity River Authority (TRA) and the City of Roanoke for property located SH 114, William R Kelsey Survey, Abstract No. 705, Lot 2 Block 1, Slaughter Ranch Addition, Roanoke, Denton County, Texas, for the sum of one thousand two hundred sixty Dollars (\$1,260.00).
4. Consider approval of an amendment to the Municipal Landscape Maintenance Agreement with TXDOT concerning the installation, operation and maintenance of improved landscaped medians located on Hwy 377 from BN 114 to Hwy 114.
5. Consider approval to award a contract to KPOST Company for the replacement of the Recreation Center roof for an amount not to exceed three hundred fifty thousand dollars (\$350,000.00).
6. Consider approval of a contract with RTEL Construction to provide fiber optic network connection from the Denton County radio tower site off of Independence Parkway to Roanoke City Hall.

Motion made by Bryan Moyers second by David Brundage to approve Consent Agenda Items 1 through 6.

Motion carried unanimously.

E. NEW BUSINESS

1. Motion made by Bryan Moyers second by David Brundage to approve a façade grant application from Anish Chauhan and Roshan Bimali, business and property owners of of Jab & Jacs located at 115 North Oak Street, Roanoke, TX 76262.

Motion carried unanimously.



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

**November 25, 2025
Page 3 of 4**

2. Motion made by Brian Darby second by David Brundage to approve a façade grant application from Sage Sakiri of Chef's House located at 400 N Oak Street, Roanoke, TX 76262
Motion carried unanimously.

F. EXECUTIVE SESSION

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

CITY COUNCIL CONVENED INTO CLOSED SESSION AT 7:07 P.M.

Section 551.071 and Section 551.087

To receive legal advice from City Attorney and discuss or deliberate regarding commercial or financial information that the City of Roanoke has received from a business prospect and to deliberate the offer of a financial or other incentive to the business prospect, regarding:

- Second Amendment to License Agreement with 114 Development Group, LLC, concerning the Sports Complex

RECONVENE INTO REGULAR SESSION

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

CITY COUNCIL RECONVENED INTO REGULAR SESSION AT 7:32 P.M.

1. **Section 551.071 and 551.087 of the TEXAS GOVERNMENT CODE** To receive legal advice from City Attorney and discuss or deliberate regarding commercial or financial information that the City of Roanoke has received from a business prospect and to deliberate the offer of a financial or other incentive to the business prospect, regarding:

- Second Amendment to License Agreement with 114 Development Group, LLC, concerning the Sports Complex

Motion made by Bryan Moyers second by David Brundage to approve a Second Amendment to License Agreement with Roanoke Sports Complex, LLC, on the terms as discussed in executive session, and subject to revisions deemed necessary by City Staff or the City Attorney's office.

Motion carried unanimously.



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

November 25, 2025
Page 4 of 4

G. ADJOURNMENT

Motion made by Brian Darby second by David Brundage to adjourn the meeting at
7:34 p.m.
Motion carried unanimously.

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

Babette Welch, Executive Assistant



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Authorizing - Application of the Bullet-Resistant Components for Law Enforcement Vehicles Grant

MEETING DATE: December 9, 2025

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval authorizing the application for the Bullet-Resistant Components for Law Enforcement Vehicles Grant.

INFORMATION:

The Office of the Governor is offering the Bullet-Resistant Components for Law Enforcement Vehicles Grant to assist law enforcement agencies in enhancing officer safety through the installation of ballistic protection in patrol vehicles. Eligible expenditures include bullet-resistant windshields and vehicle door panels.

In recent years, law enforcement officers across the nation have been subjected to ambush-style attacks while in their patrol vehicles. These incidents highlight the need for improved protective measures to ensure officer safety during the performance of their duties. The addition of ballistic components to patrol vehicles will provide a critical safeguard for our officers.

STAFF RECOMMENDATION:

It is recommended that the City Council authorize the Police Department to apply for the Bullet-Resistant Components for Law Enforcement Vehicles Grant through the Office of the Governor.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:



AGENDA ITEM

There is no cost to apply for this grant. If awarded, the grant funds will cover the costs associated with the purchase and installation of the ballistic components.

ATTACHMENTS:

None



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: MOU - United Way of Denton County, Inc.

MEETING DATE: December 9, 2025

DEPARTMENT: Fire

ITEM SUMMARY:

Consider approval of a Memorandum of Understanding (MOU) between the City of Roanoke and United Way of Denton County, Inc.

INFORMATION:

Memorandum of Understanding (MOU) between the City of Roanoke and the United Way of Denton County (UWDC) to serve as the City's fiduciary agent for managing charitable donations following a disaster or emergency affecting the community.

Under the MOU, UWDC will establish and manage a designated "City of Roanoke" fund to collect, track, and distribute donations for the benefit of Roanoke residents. The agreement outlines responsibilities related to fund management, transparency, and reporting, as well as collaboration through a Long-Term Recovery Alliance to coordinate recovery priorities and ensure equitable disbursement of resources.

This partnership ensures that any donated funds are managed responsibly, transparently, and in accordance with donor intent, supporting both immediate relief and long-term recovery efforts for Roanoke residents.

STAFF RECOMMENDATION:

Staff recommends approval of a Memorandum of Understanding (MOU) between the City of Roanoke and the United Way of Denton County (UWDC) to serve as the City's fiduciary agent for managing charitable donations following a disaster or emergency affecting the community.



AGENDA ITEM

SPECIAL CONSIDERATION:

The City Attorney has reviewed the document and approved it as to form.

FINANCIAL CONSIDERATION:

The Finance Director has approved the document and approved it as to form.

ATTACHMENTS:

1. MEMORANDUM OF UNDERSTANDING - Fudiciary Agent

MEMORANDUM OF UNDERSTANDING (MOU)

Between the City of Roanoke and UWDC of Denton County

This Memorandum of Understanding (MOU) is entered into by the **United Way of Denton County, Inc.** (hereinafter referred to as "UWDC"), a Texas nonprofit corporation incorporated under section 501(c)(3) of the Internal Revenue Code, and **the City of Roanoke** (hereinafter referred to as "the City"), a Texas home-rule municipality. The UWDC and the City may be referred to collectively hereinafter as the "Parties."

WHEREAS, in case of a disaster or emergency situation affecting the City, individuals may wish to donate funds to assist the residents of the City; and

WHEREAS, UWDC has a pre-existing organizational infrastructure in place to handle such donations; and

WHEREAS, the Parties wish to coordinate to ensure that donations intended for the residents of the City are utilized for the benefit of the residents of the City and to ensure the efficient, coordinated, and transparent management of donations in support of disaster relief efforts in the City; and

WHEREAS, the UWDC and the City wish to memorialize their intention to seek and provide, respectively, feedback and assistance regarding the disbursement of such donations into the Roanoke community; and

WHEREAS, the City intends to create, and the UWDC intends to participate in, a City-internal Long-Term Recovery Alliance, which will focus on the long-term recovery of the City following a disaster or emergency situation.

NOW, THEREFORE, the City and UWDC agree as follows:

I. Recitals

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

II. Scope of MOU

The City and UWDC agree to the following terms:

A. Monetary Donation Management:

- The City may request in writing that UWDC handle, collect, and manage certain monetary donations made for the benefit of the residents of the City during and after a disaster or emergency situation which affects the City.
- Upon request by the City, UWDC will create and maintain a “City of Roanoke” designated fund or account to accept and track donations made for the benefit of the residents of the City related to disaster or emergency situation relief efforts.
- Should a disaster or emergency situation impact multiple jurisdictions, UWDC will allow donors to donate funds solely for the benefit of residents of the City, which will be directed to the fund set forth above.

B. Collaboration with Long-Term Recovery Alliance:

- The City will create and provide ongoing support for a **Long-Term Recovery Alliance (LTRA)** comprised of City employees as well as a representative of the UWDC as set forth herein to coordinate immediate and long-term recovery assistance during and after a disaster or emergency situation which affects the City.
- The President and CEO of the UWDC, or his/her designee, shall represent the UWDC as a member of the LTRA and shall act as an LTRA committee chair.

C. Prioritization of Needs and Disbursement of Funds:

- Donations designated for the benefit of the residents of the City and/or deposited into the fund created pursuant to section A, above, shall be disbursed only to residents of the City. UWDC shall create documentation sufficient to ensure that this requirement is complied with, and the City may review such documentation at any time upon request.
 - UWDC will work with the City, including through the LTRA, during and following a disaster or emergency situation to ensure that funds donated for the benefit of the residents of the City and/or deposited into the designated fund are disbursed in a manner that addresses both immediate and long-term recovery needs. In doing so, UWDC will seek input from the City regarding priority needs so that funds may be directed to individuals, families, and organizations serving residents of the City, with a focus on resilience and long-term recovery. The LTRA will provide input to the UWDC regarding the priority needs of affected communities within the City.
 - The City will identify potential recipients for funding for UWDC to consider.

- UWDC may select a third-party nonprofit to coordinate selection of fund recipients and disbursement of funds, with input from the LTRA.
- UWDC shall follow a transparent process with clear guidelines in the disbursement of funds under this MOU to ensure that resources are allocated equitably and responsibly to City residents who are impacted by the disaster. The City will be notified of all disbursements before they are complete.
- UWDC shall have the ultimate responsibility and authority to determine the prioritization and disbursement of funding.

D. Accountability:

- In the event that the City Manager of the City determines, in his/her sole and absolute discretion based on the documentation provided under section C, above, that donations intended to benefit residents of the City and/or deposited to the fund created pursuant to section A, above, are disbursed by UWDC to non-City residents or for any other purpose, UWDC agrees to reimburse the fund in the amount of such disbursement within ten (10) business days of discovering or being provided notice of such disbursement.

E. Solicitation of Donations:

- UWDC will utilize all available means, including but not limited to online fundraising, direct appeals, and partnerships, to solicit donations to benefit residents of the City during and following the occurrence of an emergency situation or disaster affecting the City.
- The City may request that UWDC solicit additional disaster or emergency situation relief donations to benefit the residents of the City from the public, businesses, and other organizations, but UWDC will retain ultimate decision-making authority regarding solicitation.

F. Communication and Reporting:

- UWDC will provide weekly reports, including but not limited to donations received and disbursed during the time period since the last report and overall since the activation of the fund, to the City and, at the City's request, specifically to the LTRA regarding the status of donations, funds raised, and the disbursement process during and after a disaster or emergency situation affecting the City. The City's emergency management coordinator may, in his/her sole and absolute discretion, allow reporting frequency to change.

- Both Parties will maintain open communication and share relevant information with one another to ensure effective coordination and accountability.
- UWDC will provide a final report to the City of Roanoke and the LTRA at the conclusion of the disaster or emergency situation relief and recovery period, signified by the end of donations and the depletion of the established fund, detailing the total amount of donations received for the benefit of the residents of the City, disbursement breakdown, and a summary of assistance provided.

G. Coordination with Other Relief Organizations:

- UWDC will coordinate with Denton County Volunteer Organizations Active in Disasters (VOAD) and other relief organizations, if applicable, to maximize the impact of donations and avoid duplication of efforts.

III. Effective Date, Duration, and Termination

This MOU shall become effective upon its execution by both Parties, and will remain in effect until the City of Roanoke and UWDC agree in writing to terminate the MOU. Either party may terminate this MOU with 30 days' written notice to the other party.

IV. Amendments

Any amendments to this MOU must be made in writing and signed by authorized representatives of each of the Parties.

V. Notice

Notices required to be given to under this MOU shall be given by email, in person, or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below. If given by mail, notice shall be deemed delivered three (3) days after the date deposited in the United States' mail. If given by email, notice shall be deemed delivered when sent, even if the sender receives a machine-generated message that delivery has failed, except that if a party sending an email notice under this MOU receives a machine-generated message that delivery has failed, for that notice to be valid the sender must no later than ten business days after sending the email message deliver a tangible copy of that notice as otherwise set forth herein.

For the City by notice to:
City of Roanoke
Attn: Emergency Management Coordinator
201 Fairway Drive

Roanoke, TX, 76262
Email: ameneses@roanoketexas.com

For UWDC by notice to:
United Way of Denton County
Attn: President &CEO
1314 Teasley Lane
Denton, TX, 76205
Email: Gary@UnitedwayDenton.org

VI. Legal and Financial Considerations

- This MOU does not create any binding financial obligations on either party other than those outlined in the MOU.
- Both Parties agree to comply with applicable federal, state, and local laws, rules, and regulations in carrying out their duties under this MOU.

VII. Acknowledgment and Agreement

By signing below, the Parties acknowledge and agree to the terms outlined in this Memorandum of Understanding and commit to working collaboratively for the benefit of the community in times of disaster and emergency situation response.

For the City of Roanoke:

Signature: _____
Name: _____
Title: _____
Date: _____

For the United Way of Denton County:

Signature: _____
Name: _____
Title: _____
Date: _____



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Professional Service Agreement with Quiddity Engineering.

MEETING DATE: December 9, 2025

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval of a Professional Service Agreement between the City of Roanoke and Quiddity Engineering for the engineering design of Howe Road for an amount not to exceed Seven Hundred Sixty Nine Thousand dollars (\$769,000.00)

INFORMATION:

This professional service agreement between the City of Roanoke and Quiddity Engineering includes the design and consulting for the reconstruction of Howe Road (between Lois St and Marshall Creek Rd.) to include concrete street with curb and gutter drainage and sidewalks. This project is in conjunction with the Denton County matching funds bond.

STAFF RECOMMENDATION:

Staff Recommends Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The total financial impact is Seven Hundred Sixty Nine Thousand Dollars and No/100 Cents (\$769,000.00)

ATTACHMENTS:

1. PSA - City of Roanoke - Howe Road Reconstruction 20251028-signed

October 28, 2025

Mr. Shawn Wilkinson
Public Works Director
City of Roanoke
265 Marshall Creek Road
Roanoke, Texas 76262

Re: Professional Surveying and Engineering Services
Howe Road Reconstruction Project
City of Roanoke, Texas

Dear Mr. Wilkinson:

We appreciate the opportunity to present this proposal for the survey and civil engineering services for the Howe Road Reconstruction Project (the Project) by Quiddity Engineering, LLC. (Quiddity).

Project Understanding

As part of the Denton County 2022 Bond Program, the City of Roanoke (City) requested funding for the reconstruction of Howe Road from Marshall Creek Road to approximately 285 feet west of Lois Street. The objective of this proposed project is to widen and convert the existing open ditch section roadway (existing 22' wide 2-lane roadway) to a curbed reinforced concrete pavement section with subsurface drainage. The project will also replace the existing water, sanitary sewer, force main, and drainage facilities within the project limits. The City has requested that Quiddity perform topographic survey, platting, civil engineering, Subsurface Utility Engineering (SUE) and geotechnical engineering services for the project.

We understand that it is the City's intent to deviate from the existing Howe Road alignment at the northern end of the project and remove the existing S curve from the alignment. The proposed roadway will continue its existing northerly alignment and extend through an existing lot owned by the City and connect to Marshall Creek Road. Howe Road, a proposed minor arterial, will be 31' wide from back of curb to back of curb with a pavement section recommended by geotechnical engineering report. Residential street connections will utilize the same pavement section for Howe Road and will have a pavement width of 24' and terminate at the end of radius. Asphalt pavement will be used to transition from the proposed concrete turnout to the existing asphalt street. A new 5' sidewalk will be proposed on the east side of Howe Road with pedestrian ramps located at intersections and adhere to ADA design standards. Improvements to the existing trail on the west side of Howe Road will be limited to modifications at intersections for pedestrian connectivity.

The proposed drainage improvements will include curb inlets with subsurface storm sewer with outfalls to be determined by drainage analysis. The Basic Design Services of this proposal include preparation of construction plans for storm sewer system within the Howe Road and Marshall Creek ROW limits to three potential outfalls: one on Marshall Creek, one at the intersection of Howe Road and Richey Road, and one west of the intersection of Howe Road and Lois Street. A fourth potential outfall includes connection to the existing private development detention pond outfall structure. If needed, design and topographic survey of this fourth outfall shall be covered under Special Survey/Design Services listed below. It is assumed the City has the right to access and discharge stormwater into the platted easement on private property for this outfall. We understand that the project area

Mr. Shawn Wilkinson
October 28, 2025

Howe Road Reconstruction
Page 2 of 8

is currently not experiencing drainage problems (i.e., building flooding, etc.)

Waterline improvements include approximately 3,600 LF of 8-inch waterline within Howe Road and will connect to existing waterlines at Marshall Creek Road, Alyse Road, Branson Road, Richy Road, Randy Road, Darrell Road, Sheri Lane, Penny Lane and Lois Street. Any concrete pavement disturbed due to waterline tie-in will be designed for concrete panels to be replaced. All disturbed hot mix asphalt concrete (HMAC) pavement will have HMAC trench repair.

The sanitary sewer improvements for this project include removal and replacement of approximately 400 LF of 8-inch sanitary sewer main and manholes near the intersection of Lois Road and Howe Road. Additionally, approximately 600 LF of 6-inch force main will be replaced under the proposed pavement section on Howe Road from Penny Lane to Lois Street. Force main will be placed outside of the proposed pavement limits. Sizing of force main and evaluation of lift station pump curves are not included in this scope.

Streetlight improvements will include conduit, pull boxes and pole foundation/bases (using City/ Oncor standard details) for the length of the project with lights spaced in accordance with City/ Oncor standards. If no standard exists, the City shall provide preferred light spacing. Selection and specification of lighting poles and fixtures, along with lighting photometrics and/or illumination evaluation, is not included in this scope.

Based on our understanding of the City's needs and the project area characteristics, we prepared the following scope of services and fee proposal for your consideration.

Scope of Basic Services

1) Schematic Phase

The purpose of this task is for the Engineer to assess the street geometric alignment and identify the best locations for sidewalks, waterline, sanitary sewer, storm sewer, and expansion of the roadway given the existing available right-of-way and/or City property and potential known conflicts. The Engineer will meet with the City to discuss the findings of the Drainage Analysis prior to beginning Schematic Phase. The schematic design phase shall include the following:

- a. Kickoff meeting with City representatives, with a project site visit to observe existing conditions.
- b. Identify and seek to obtain data for existing conditions in the project area such as: record drawings, utilities, master plans, tree protection requirements, design standards, plats, rights-of-way, easements, and property ownership.
- c. Authorize Subsurface Utility Engineering (SUE) to be performed for Quality Level B (QL-B)
- d. Prepare 30% schematic design plan sheets showing the proposed plan views for paving, water, sanitary sewer, force main, storm sewer and lighting, shown with an aerial image and topographic survey for the project area. Schematic design will include preliminary profiles for paving and storm sewer only.
- e. The City staff shall review and meet with the Engineer to discuss the schematic design.
- f. Preparation of a preliminary opinion of probable construction cost.
- g. Attendance or presentations to city council or neighborhood organizations can be performed as an

Mr. Shawn Wilkinson
October 28, 2025

Howe Road Reconstruction
Page 3 of 8

additional service if needed.

2) Design Phase

The purpose of this task is to prepare construction plans for the project. The design phase shall include the following:

- a. General Design: Cover Sheet, Index, General Notes, Bid Schedule, and Technical Specifications.
- b. Typical Pavement Section: prepare pavement typical sections for the roadway based on geotechnical report recommendation.
- c. Project Layout with Survey Control: prepare project layout sheet including survey control points.
- d. Demolition Plans: prepare layouts to delineate and quantify the limits of removals for pavement, drainage, utilities, and miscellaneous items.
- e. Roadway Plans: prepare horizontal alignment sheets, quantities, roadway plan & profile drawings, sidewalks, utility adjustments, and standard details. Roadway cross-sections will be provided at intersections and approximate 50' intervals. We anticipate placing 9 cross sections per plan sheet.
- f. Drainage Area Map: prepare DAM sheets based on catch basin analysis performed on the drainage analysis task listed above.
- g. Drainage Calculations: proposed storm sewer improvement calculation from the drainage analysis task listed above will be included in the construction plans.
- h. Storm Sewer Plans: prepare horizontal and vertical alignment plan/profile sheets, quantities, and details for storm sewer improvements within the Howe Road ROW. Offsite storm sewer improvements are not included in this task and shall be considered a Special Survey/ Design Service.
- i. Water Plans: prepare horizontal and vertical alignment plan/profile sheets, quantities, and details.
- j. Sanitary Sewer Plans: prepare horizontal and vertical alignment plan/profile sheets, quantities, and details.
- k. Force Main Plans: prepare horizontal and vertical alignment plan/profile sheets, quantities, and details.
- l. Erosion Control Plan: prepare base map for the limits of the project along with standard details for the contractor to utilize in his preparation of the Storm Water Pollution Prevention Plan.
- m. Traffic Control Plans (TCP): prepare a TCP to include geometry required to facilitate the movement of vehicles through the work zone at a reduced speed limit as well as work zone typical sections, lane markings, and standard details.
- n. Signing & Pavement Markings: prepare marking layouts, quantities, sign types, and standard details.
- o. Lighting Plan: Prepare horizontal alignment plan sheets, quantities, and details for conduit and pole foundation/bases. City/ Oncor to provide preferred spacing and details for base, pole, bolt pattern, pull boxes and required conduit size. Service points, metering, and wiring to be provided by others.
- p. The plans will include sidewalk and wheelchair ramp layout, standard details, specifications and notes. Standard City details for sidewalk walls shall be included. Structural design of retaining walls is not included in the scope.
- q. Details: Compile City typical details.
- r. Project Manual: Compile City Technical specifications and bidding documents into a project manual.
- s. Attend up to four (3) progress/ submittal meetings with City Staff at City Hall.
- t. Submittals shall include the following in hard copy and pdf format (billed as reimbursables):
 - i. 60% preliminary design submittal including the following pdf files:

Mr. Shawn Wilkinson
October 28, 2025

Howe Road Reconstruction
Page 4 of 8

- a. Drawings (2 copies 11x17) and opinion of probable construction cost
- b. Project Manual: Technical specifications and bidding documents (pdf)
- ii. 90% design submittal including the following pdf files:
 - a. Drawings (2 copies 11x17) and opinion of probable construction cost
 - b. Project Manual: Technical specifications and bidding documents (pdf)
- iii. Final design submittal including the following pdf files:
 - a. Drawings (2 copies 11x17) and opinion of probable construction cost
 - b. Project Manual: Technical specifications and bidding documents (pdf)

3) Bid Phase Services

The Engineer shall assist the City staff in advertising the project for bids. The cost of advertisement and web portal hosting shall be the responsibility of the City. Scope includes Engineering services and assistance as stated below for one (1) bid opening. Engineer shall:

- a. Attend and assist the City with one (1) in-person pre-bid meeting. The Engineer will facilitate the technical aspects of the project, while City staff facilitate the administrative aspects of the project.
- b. Assist the City with the preparation of up to two (2) addenda to the bid documents and provide answers to bidder questions and interpreting bid documents if requested.
- c. Assist City with the opening and tabulation of the bids and evaluation of low bidder references for the two lowest bidders.
- d. Provide letter recommending award of a construction contract.

4) Construction Contract Administration

The Engineer shall represent the City in the non-resident administration of the construction contract. Services do not involve continuous or extensive on-site inspection to check or verify means and methods, materials, or manage construction efforts. As such, the engineer cannot provide certification of the completed project beyond the limited observation described below. The proposed scope of work is based on a 12-month construction duration and includes the following:

- a. Assist the City with one (1) pre-construction meeting.
- b. Provide 1-22" x 34" and 3-11" x 17" sets of plans and 3- sets of project manuals for the preconstruction meeting (billed as reimbursable).
- c. Review shop drawings and submittals for conformance with the design concept and general compliance with the requirements of the construction contract. This proposal assumes twelve (12) submittals and two (2) re-reviews.
- d. Conduct up to twelve (12) site visits for observation of construction. Provide email of observed deficiencies to City if encountered.
- e. Review monthly contractor pay applications (limited to 13 (12 monthly + 1 final to release retainage)). Quantity verification and negotiation shall be provided by City prior to Engineer's review.
- f. Provide written responses for up to six (6) contractor requests for information (RFIs) or clarifications.
- g. Review up to three (3) change orders to the contract for construction. City to negotiate change order scope, fee, additional contract time, etc. with contractor. Upon agreement and approval, the Engineer shall prepare change order documents for circulation and execution.

Mr. Shawn Wilkinson
October 28, 2025

Howe Road Reconstruction
Page 5 of 8

- h. Assist the City staff in conducting the final walk-through for general conformance with the design concept and compliance with the contract documents.
- i. Prepare construction 'record drawings' based upon markups and information provided by the City inspector and the construction contractor. Provide one (1) 22" x 34" copy of the record drawings and electronic copies in .pdf, tiff and .dwg-AutoCAD format.
- j. Assist with preparation of as-built (closeout) change order to reconcile final quantities.

Scope of Special Services

1) Drainage Analysis

A drainage analysis of the impacted drainage areas that drain to, and along, Howe Road will be performed. The extent of the analysis will be Howe Road draining west with a downstream limit at the intersection of State Highways 377 and 114. The following items/assumptions are included in the drainage analysis:

- a. The hydrologic and hydraulic calculations to be performed in a 1D/2D model, such as XPStorm or InfoWorks. This will allow for the existing detention at Home Depot to be assessed with a dynamic tailwater condition, allowing for the detention to backflow back into Howe Road (if applicable), and allow for the combined modeling of surface and subsurface flow, especially in proposed conditions.
- b. Modified Clark hydrologic methodology will be used to better correlate to construction plan Rational Method Flows.
- c. The H&H model will be built using City provided CAD files and record drawings of the developed drainage system, LiDAR, field observations and limited topographic survey (performed under a separate task).
- d. It is understood that for proposed conditions, the intent is to convert the existing open ditch system into an enclosed storm sewer system. Available outfall(s) will be identified and investigated for adequacy. Also, the level of service for the enclosed system will be identified and discussed with the City. The 25-yr and 100-yr storm events will be calculated and used for design.
- e. If additional capacity is available in the proposed storm sewer system and the outfall(s), additional flow from the East will be evaluated for inclusion in the storm sewer system along Howe Rd, however, no grading along the side streets or ditches is included in this scope. It is possible an interim condition will exist to include this flow at a later date.

A maximum of 3 proposed condition models are included in this scope. Stakeholder (Wal-Mart, Home Depot, PetSmart, Developer, TxDOT, etc.) communication and coordination shall be conducted by the City.

The Engineer will meet with the City to discuss the findings of the Drainage Analysis. The results of this analysis will be used to support the Schematic and Design Tasks; relevant design calculations will be included on the construction plans.

2) Utility Coordination

It is anticipated that efforts will be required by the Engineer to coordinate with City staff for potential conflicts between existing utility locations and proposed improvements. City staff to provide Engineer with contact information for current utility company contacts within the project area. Upon approval from City,

Mr. Shawn Wilkinson
October 28, 2025

Howe Road Reconstruction
Page 6 of 8

Engineer will submit 30%, 60%, and 90% plans to utility owners within the project area requesting the utility owner to review the project and advise of known conflicts with the proposed improvements and for a schedule for relocation. This proposal does not include preparation of utility relocation exhibits/plans, easement documents, etc.

3) Subsurface Utility Engineering (SUE)

The City has requested to include SUE services to be performed as indicated on the attached (see Exhibit A) proposal from Yellow Rose Mapping, which said proposal defines the scope of services for the SUE Task. Engineer will coordinate SUE services in conjunction with the City. SUE proposal is an estimate and Engineer cannot guarantee final pricing. Engineer will notify City of potential increases in SUE costs prior to moving forward with services beyond the contracted amount.

4) Geotechnical Engineering Report

The City has requested to include Geotechnical Engineering services to be performed as indicated on the attached (see Exhibit B) proposal from Terracon, which said proposal defines the scope of services for the Geotechnical Engineering Report Task. Engineer will coordinate Geotechnical Engineering services in conjunction with the City. This proposal is an estimate and Engineer cannot guarantee final pricing. Engineer will notify City of potential increases in Geotechnical Engineering costs prior to moving forward with services beyond the contracted amount.

5) Design Topographic Survey/Construction Control

Quiddity with survey approximately 3,600 LF of Howe Road from Marshall Creek Road to approximately 285 feet west of Lois Drive to gather topographic survey information for the basis of design. The topographic survey task includes:

- a. Any right-of-entry issues/notices on private property shall be the responsibility of the City.
- b. Establish horizontal and vertical survey control points referencing the City of Roanoke monument system (NAD 83 and NAVD 88) and make them available to the contractor for use during construction.
- c. Existing drainage system details of roadside ditches, culverts, inlets, storm sewers, outfall flow lines.
- d. Visible improvements such as fences, driveways, landscape areas, etc.
- e. Visible utilities including manholes (with invert information), water valves, water meters, fire hydrants, telephone pedestals, power poles, down conduits, gas line markers, etc.
- f. Cross-sections of 50 feet to the west and 10 feet to the east outside the right-of-way of Howe Road within the prescribed project limits, including drainage to streets.
- g. Establish location, size and type of trees that are 12" and larger (measured 4.5' above the ground).
- h. Establish the existing right-of-way from:
 - i. found front property corners, fences, etc.
 - ii. plotting the most recent recorded plats and deeds of tracts along the project route
- i. Cross-sections of the right-of-way of Penny Lane, Sheri Lane, Darrell Road, and Randy Road every 50' from Howe Road to the east to locate the existing crest in road and ditch sections.
- j. For Howe Road, generate 1' contours from the field points collected.

Mr. Shawn Wilkinson
October 28, 2025

Howe Road Reconstruction
Page 7 of 8

6) Final Plat or RePlat

Quiddity will prepare a Final Plat or a RePlat of city lot 68552 per the Platting Requirements of the City of Roanoke to abandon the existing adjacent ROW, add the old ROW to the existing city lot and dedicate new adjacent ROW for Howe Road. We will set any property corners missing. Costs associated with plat processing fees, title reports, and tax certificates are considered reimbursables if not paid directly by the City. If modifications are made to the layout after the final plat preparations have begun or additional break-up of the project is requested, this will be considered outside the scope of services and will be paid for as an additional service or modification to the scope. Quiddity will set, one time, 5/8" iron rods at all platted lot corners resulting from this project

7) Special Survey/Design Services

Our proposal includes a provision of Special Survey/Design Services for the benefit of the project schedule in order to alleviate items that need to be addressed by survey or design that were not known prior to the professional contract. The Engineer shall notify the City's representative prior to using these funds. An example of this task would be survey and design for the fourth storm sewer system outfall to the private development detention pond outlet structure west of Howe Road mentioned above. This task is not intended to be used for survey and design of detention pond modifications or a storm sewer system west beyond the existing private detention pond outlet structure. Those services shall be considered additional services to this contract.

8) TDLR Submittal

It is anticipated that a submittal for TDLR review by a Registered Accessibility Specialist (RAS) will be required for the project since pedestrian improvements will likely exceed \$50,000 of construction value. Engineer will engage the RAS and will coordinate TDLR registration of the project, submittal of the plans to RAS, and post-construction RAS inspection. This proposal includes an estimated budget as indicated in the Proposed Fees section of this proposal.

Information Provided by City

The following information shall be provided to the Engineer.

1. Record drawings for infrastructure in the project area.
2. Franchise utility contact information for local representatives.
3. Provide Notice of Entry to all property owners along the corridor if required.

Project Schedule

Quiddity will endeavor to complete the scope of services defined herein in accordance with a mutually agreed schedule between Engineer and City. The Engineer understands the proposal/agreement is to be presented for consideration by Council in October 2025, with an anticipated written Notice to Proceed soon thereafter and delivery of the executed contract document. Coordination with franchise utilities may impact the schedule. The anticipated project schedule is provided as Exhibit C.

Proposed Fees

The Engineer shall be compensated for the following Tasks on a lump sum basis, unless noted otherwise. Additional Services or hourly services shall be performed based on the attached rate schedule.

Mr. Shawn Wilkinson
 October 28, 2025

 Howe Road Reconstruction
 Page 8 of 8

Basic Services

Schematic Phase	\$ 168,900.00
Design Phase	\$ 313,800.00
Bid Phase	\$ 8,700.00
Construction Contract Administration	\$ 41,500.00
SUBTOTAL	\$ 532,900.00

Special Services

Drainage Analysis	\$ 48,500.00
Utility Coordination (hourly, estimated)	\$ 5,000.00
Subsurface Utility Engineering (SUE)	\$ 50,700.00
Geotechnical Engineering Report	\$ 20,650.00
Design Topographic Survey/ Construction Control	\$ 50,100.00
Final Plat or Replat	\$ 7,000.00
Special Survey/Design Services (hourly not to exceed)	\$ 50,000.00
TDLR Submittal (hourly, reimbursable, estimated)	\$ 1,650.00
Reimbursables (estimated)	\$ 2,500.00
SUBTOTAL	\$ 236,000.00
CONTRACT TOTAL	\$ 769,000.00

Special Considerations

This proposal is based on the following special considerations:

1. Environmental evaluations or permitting is not included in the scope of services.
2. Structural engineering design is not included in the scope of services.
3. Traffic studies, traffic counts, and traffic signal timing plans are not included in this scope.
4. No street lighting photometric studies or lighting/illumination design are included in this scope.
5. Attendance or presentations to city council or neighborhood organizations can be performed as an additional service if needed.
6. Review or permit fees associated with the project shall be paid by the City, or if paid by Quiddity, shall be considered as a reimbursable expense. Fees for review or permit are not included in this proposal, unless explicitly noted otherwise.
7. Additional hourly services to be negotiated using Quiddity's current Schedule of Hourly Rates.
8. Reimbursable expenses including outside services not performed by Quiddity personnel shall be billed as a reimbursable plus a 10% administration fee.

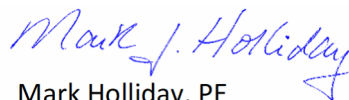
We thank you for the opportunity to submit this proposal. Please contact us with any questions.

Respectfully,
Quiddity Engineering, LLC



Dave Kochalka, PE
 Regional Manager – North Texas

Attest:



Mark Holliday, PE
 Vice President

SCHEDULE OF HOURLY RATES
Effective September 2025 - Subject to Revision

ENGINEERING PERSONNEL

Graduate Engineer I	\$135
Graduate Engineer II	\$165
Professional Engineer I	\$195
Professional Engineer II	\$220
Professional Engineer III	\$250
Professional Engineer IV	\$275
Professional Engineer V	\$295
Professional Engineer VI	\$315

ELECTRICAL ENGINEERING PERSONNEL

Electrical Graduate Engineer I	\$145
Electrical Graduate Engineer II	\$175
Electrical Professional Engineer I	\$210
Electrical Professional Engineer II	\$235
Electrical Professional Engineer III	\$260
Electrical Professional Engineer IV	\$290
Electrical Professional Engineer V	\$310

STRUCTURAL ENGINEERING PERSONNEL

Structural Graduate Engineer I	\$140
Structural Graduate Engineer II	\$170
Structural Professional Engineer I	\$200
Structural Professional Engineer II	\$225
Structural Professional Engineer III	\$255
Structural Professional Engineer IV	\$280
Structural Professional Engineer V	\$300

CONSTRUCTION PERSONNEL

Construction Manager I	\$140
Construction Manager II	\$160
Construction Manager III	\$185
Construction Manager IV	\$210
Construction Manager V	\$250
Field Project Representative I	\$ 95
Field Project Representative II	\$115
Field Project Representative III	\$135
Specialist Field Project Representative I	\$150
Specialist Field Project Representative II	\$160
Senior Specialist Field Project Representative	\$170

SPECIALIST PERSONNEL

Specialist I	\$130
Specialist II	\$160
Specialist III	\$195
Specialist IV	\$230
Specialist V	\$265

PLANNING PERSONNEL

Planner I	\$115
Planner II	\$155
Planner III	\$195
Planner IV	\$265

DESIGNER/DRAFTING PERSONNEL

CAD Operator I	\$100
CAD Operator II	\$110
CAD Operator III	\$130
Designer I	\$145
Designer II	\$165
Designer III	\$185

GIS PERSONNEL

GIS I	\$105
GIS II	\$140
GIS III	\$170
GIS IV	\$230

ENVIRONMENTAL SCIENCE PERSONNEL

Environmental Scientist I	\$ 85
Environmental Scientist II	\$ 90
Environmental Scientist III	\$100
Environmental Scientist IV	\$115
Senior Scientist I	\$135
Senior Scientist II	\$155
Environmental Project Manager I	\$170
Environmental Project Manager II	\$185
Senior Environmental Project Manager I	\$200
Senior Environmental Project Manager II	\$240

OFFICE PERSONNEL

Engineer's Assistant I	\$ 85
Engineer's Assistant II	\$ 95
Admin I	\$ 85
Admin II	\$105
Admin III	\$135
Project Admin/Accountant	\$145

SCHEDULE OF HOURLY RATES
 Effective September 2025 - Subject to Revision

SURVEYING PERSONNEL

1-Person Field Crew	\$160
2-Person Field Crew	\$210
3-Person Field Crew	\$255
4-Person Field Crew	\$290
Scanner Equipment	\$110
Survey Technician I	\$110
Survey Technician II	\$120
Project Surveyor I	\$125
Project Surveyor II	\$140
Project Surveyor III	\$160
Project Surveyor IV	\$195
Chief of Survey Crews	\$165
Certified Photogrammetrist	\$190
Remote Pilot	\$180
Visual Observer	\$105
LiDAR Tech	\$115
Aerial Tech	\$100
Registered Professional Land Surveyor	\$225
Survey Manager	\$265

SCHEDULE OF REIMBURSABLE EXPENSES

Effective September 2025 - Subject to Revision

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$0.50/page
8½ x 11 (double-sided)	\$0.15/page	\$1.00/page
8½ x 14	\$0.15/page	\$0.75/page
11 x 17	\$0.20/page	\$1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	\$8.00/sq ft
<u>Aerial Backgrounds</u>		
All sizes	\$5.50/sheet (plus above sq. ft. cost)	

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%
5. GIS hosting will be charged at \$500/month.
6. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$175/day
 - f. Overnight Stays: \$200/night
 - g. Sales Tax: To be paid on boundary-related services.
 - h. Abstracting services, and other reimbursable expenses charged at cost, plus 10%

GENERAL CONDITIONS OF AGREEMENT
QUIDDITY ENGINEERING, LLC

PROCEEDING WITH SERVICES

These General Conditions of Agreement are a part of the Agreement for Professional Services (Agreement) between CLIENT and Quiddity Engineering, LLC. (ENGINEER). CLIENT agrees that these General Conditions of Agreement shall be binding upon CLIENT when CLIENT requests that ENGINEER proceed with ENGINEER's services described in the proposed Agreement that they accompany. Signing of the Agreement or requesting that ENGINEER proceed with services shall be CLIENT's authorization for ENGINEER to proceed unless stated otherwise in the Agreement.

STANDARD OF CARE

ENGINEER's services performed under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same discipline, locality, conditions and circumstances as ENGINEER. ENGINEER makes no representations or warranties, express or implied, with respect to this Agreement, its performance or in any report, opinion or Document, as defined below, prepared by ENGINEER.

PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay ENGINEER for services performed and reimbursable expenses incurred in accordance with ENGINEER's then-current rate schedule and direct expense reimbursement policy. Invoices shall be submitted by ENGINEER on a monthly basis, and the full amount shall be due and payable to ENGINEER upon receipt. If the CLIENT disputes any portion of an invoice, the CLIENT shall notify ENGINEER in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. The CLIENT shall pay any excise, VAT, gross receipts, or sales tax imposed upon ENGINEER's services.

The CLIENT shall pay ENGINEER the lesser of the highest non-usurious interest rate or 0.75% per month on the due but unpaid balance owed ENGINEER beginning thirty (30) days from receipt of the respective invoices. Payment thereafter shall be first applied to accrued interest and then to principal.

CLIENT INFORMATION

ENGINEER shall be entitled to rely upon the completeness and accuracy of information supplied by or through CLIENT.

OWNERSHIP OF DOCUMENTS

A complete electronic copy (PDF) of all documents, including drawings, opinions of probable construction cost, specifications, field notes, reports and data prepared by ENGINEER under this Agreement or for the specific project to which they relate (Documents) shall become the property of CLIENT upon CLIENT's full payment to ENGINEER for all sums owed. For so long as CLIENT has not materially breached this Agreement, ENGINEER grants to CLIENT a non-exclusive, limited license to use the Documents for the permitting, construction, maintenance, replacement and use of such project but for no other purpose. Any other use of the Documents is prohibited. CLIENT shall indemnify, hold harmless and defend, and waives all claims against, ENGINEER from all Loss, as defined below, arising from any unauthorized use of the Documents in which CLIENT engages or permits.

COST ESTIMATES

Cost estimates prepared by ENGINEER represent its judgment as a design professional familiar with the construction industry. The CLIENT recognizes, however, that ENGINEER has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining prices; or over competitive bidding or market conditions. Accordingly, ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or any cost estimates prepared by ENGINEER.

CONSTRUCTION PHASE SERVICES

When providing any services during the construction phase, ENGINEER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work, nor shall it be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Documents.

INSURANCE

ENGINEER agrees to maintain: Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the CLIENT under this Agreement; Commercial General Liability and Automobile insurance; and Professional Liability Insurance. Certificates of insurance are available upon request.

CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, the parties waive all claims against each other for any consequential or special damages, including without limitation loss of use of the project and loss of profit, incurred by either party allegedly due to the fault of the other regardless of the nature of the fault.

LIABILITY

The CLIENT and ENGINEER, having balanced their respective risks and rewards to be realized under this Agreement, agree that the total liability of ENGINEER to CLIENT for any Loss, as defined below, whether arising under this Agreement, any services provided or the project shall not exceed in the aggregate the total amount then payable under ENGINEER'S professional liability insurance policy. The CLIENT waives any and all Loss and claims for Loss against ENGINEER in excess of such limitation. CLIENT further waives all claims for Loss against the individual owners, shareholders, or employees of ENGINEER and shall look solely to ENGINEER for satisfaction of any such claims of Loss.

The term "Loss" means any and all actual and alleged loss, costs and damages of any nature (including without limitation, actual, special and consequential damages, vicarious liability, personal injury, death, property damage including loss of use thereof, and economic loss); and any expense (including without limitation reasonable attorney's and experts' fees and costs of litigation and defense) claimed through any direct claims, cross-claims, counterclaims or claims for subrogation, contribution or indemnity that arise, in whole or in part, in connection with this Agreement, its performance or interpretation or with respect to the project or services the Agreement describes.

INDEMNIFICATION

THE CLIENT AND ENGINEER INTEND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OF THE TERMS OF THIS AGREEMENT AND ANY OF ITS CONSTITUENT PARTS THAT REQUIRE CLIENT TO INDEMNIFY, DEFEND, HOLD HARMLESS OR RELEASE ENGINEER OR THAT WAIVE ANY CLAIMS OR DAMAGES AGAINST ANY ANOTHER PARTY SHALL BE ENFORCED REGARDLESS OF WHETHER ANY SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF THE PARTY INDEMNIFIED, DEFENDED, HELD HARMLESS OR RELEASED OR OF ANY PARTY AGAINST WHOM SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE WAIVED. Any such indemnity, defense, hold harmless, release obligations or waiver provision shall survive termination or expiration of the Agreement.

TERMINATION

Either party may terminate this AGREEMENT with or without cause at any time prior to completion of ENGINEER's services upon seven (7) days' written notice to the other party at the addresses of record. The CLIENT shall pay ENGINEER for all services

performed and reimbursable expenses incurred through the date of termination.

ADDITIONAL TERMS

Neither party may assign, sublet, or transfer this Agreement or their interest in this Agreement without the prior written consent of the other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the CLIENT or ENGINEER.

In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any dispute between the parties concerning the Agreement, its interpretation or performance, or the project shall be in a district court in Harris County, Texas.

EXHIBIT A
SUE PROPOSAL

September 23, 2025

Subsurface Utility Engineering

Client: Quiddity Engineering LLC
Brian P. Dobiyski, PE

Project: Howe Road Reconstruction, Roanoke

Dear Mr. Dobiyski:

Yellow Rose Mapping LLC (YR) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above referenced project. This proposal is based on information contained in your email dated September 22, 2025.

Introduction

YR will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL”D”) – Information derived from existing utility records;
- Quality Level C (QL”C”) - QL”D” information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL”B”) – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “**designating**” this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL”A”) – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as “**locating**”, this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

It is the responsibility of the SUE provider to perform due-diligence with regard to records research (QL “D”) and acquisition of available utility records. The due-diligence provided for this project will consist of visually inspecting the work area for evidence of utilities and reviewing the available utility record information. Utilities that are not identified through these efforts will be here forth referred to as “unknown” utilities. YR personnel will scan the defined work area using electronic prospecting equipment to search for “unknown” utilities. However, YR is not responsible for designating and locating these “unknown” utilities.

Scope of Work

Based on information provided by Quiddity Engineering LLC (QUID), YR has developed a preliminary scope for the SUE work required for this project. The scope of work may be modified, with QUID's concurrence, during the performance of the SUE fieldwork if warranted by actual field findings.

The scope of this proposal includes Quality Level (QL) "A" and "B" SUE.

- QL "B" SUE will be performed within the red limits shown in the attached "Exhibit A". Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer. Irrigation and overhead utilities are *not* included in this scope.
- QL "A" SUE test hole locations will be determined by QUID and YR once the QL "B" SUE deliverable has been reviewed. As requested, six (6) QL "A" test holes will be included in the budget.

YR will have all designating marks and test holes surveyed using project control point data provided by QUID. YR has assumed that any necessary Right-of-Entry (ROE) permits will be provided by QUID prior to the start of YR field work.

YR Procedures

QL "C" and "D" SUE – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL "B" SUE – Designating

YR will utilize a suite of geophysical equipment that includes magnetic and electromagnetic induction to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission, which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. QL "B" SUE is inclusive of QL "C/D" SUE.

QL "A" SUE – Locating

YR will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, YR will follow the QL "B" – Designating procedures described above. Once each utility is located, YR will record the size, type, material, and depth to top of pipe. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, YR

can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. YR assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. YR has assumed that all test holes will be in areas that are accessible to truck-mounted equipment, and that routine traffic control (cones and free standing signage, etc.) will be required during the performance of the QL "A" SUE work. Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal

Deliverables

YR will provide the following as a final deliverable to the Client:

- A utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings. QUID will provide YR with base map/topographic files for use in preparing the utility file.
- A summary sheet of all test hole coordinate data and depth information.

Schedule

Field work can commence within approximately 3 weeks after receipt of a signed agreement and Notice-To-Proceed (NTP). YR estimates that the field work, survey, and deliverable preparation can be completed in approximately 5 weeks.

Proposed Fees

YR proposes to provide the services as described above for a cost of **Forty-Six Thousand and Fifty Dollars & 00/100 (\$46,050.00)**. A breakdown of cost is included as "Table 1" for this proposal.

Please note that this estimate is based on an assumption of quantities. YR will only invoice for quantities actually performed. This is a not-to-exceed amount. If it appears that quantities will be exceeded, YR will notify QUID and request authorization to submit a supplemental agreement to increase the fee prior to proceeding with additional work.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at (214)-493-8531.

Respectfully,

Yellow Rose Mapping LLC



Tim Habenicht, P.E.
Director of S.U.E.



YELLOW ROSE MAPPING

Estimate for Subsurface Utility Engineering Howe Road Reconstruction, Roanoke

Table 1

Direct Expenses	Rate	Units	Unit Description	Sub-Total	Notes
Admin./Permit	\$ 500.00	1	LS	\$ 500.00	
Traffic Control	\$ 2,000.00	1	DAY	\$ 2,000.00	
Survey of SUE	\$ 1,950.00	3	DAY	\$ 5,850.00	
Sub-Total				\$	8,350.00
QL "B" SUE (Designating)					
QL "B" Daily	\$ 2,750.00	10	DAY	\$ 27,500.00	
Sub-Total				\$	27,500.00
QL "A" SUE (Test Holes)					
Depth	Rate	Assumed Quantity	Unit Description	Sub-total	
0-4 ft.	\$ 1,050.00	0	EA	\$ -	
4-8 ft.	\$ 1,250.00	3	EA	\$ 3,750.00	
8-12 ft.	\$ 1,550.00	3	EA	\$ 4,650.00	
12-18 ft.	\$ 2,300.00	0	EA	\$ -	
Pavement Coring	\$ 300.00	6	EA	\$ 1,800.00	
QL "A" Sub-Total		6			\$ 10,200.00
Total Estimated Cost				\$	46,050.00

Yellow Rose Mapping LLC
2011 Woodland Hills Lane
Weatherford, Texas 76087
(817) 703-6578

Exhibit "A"

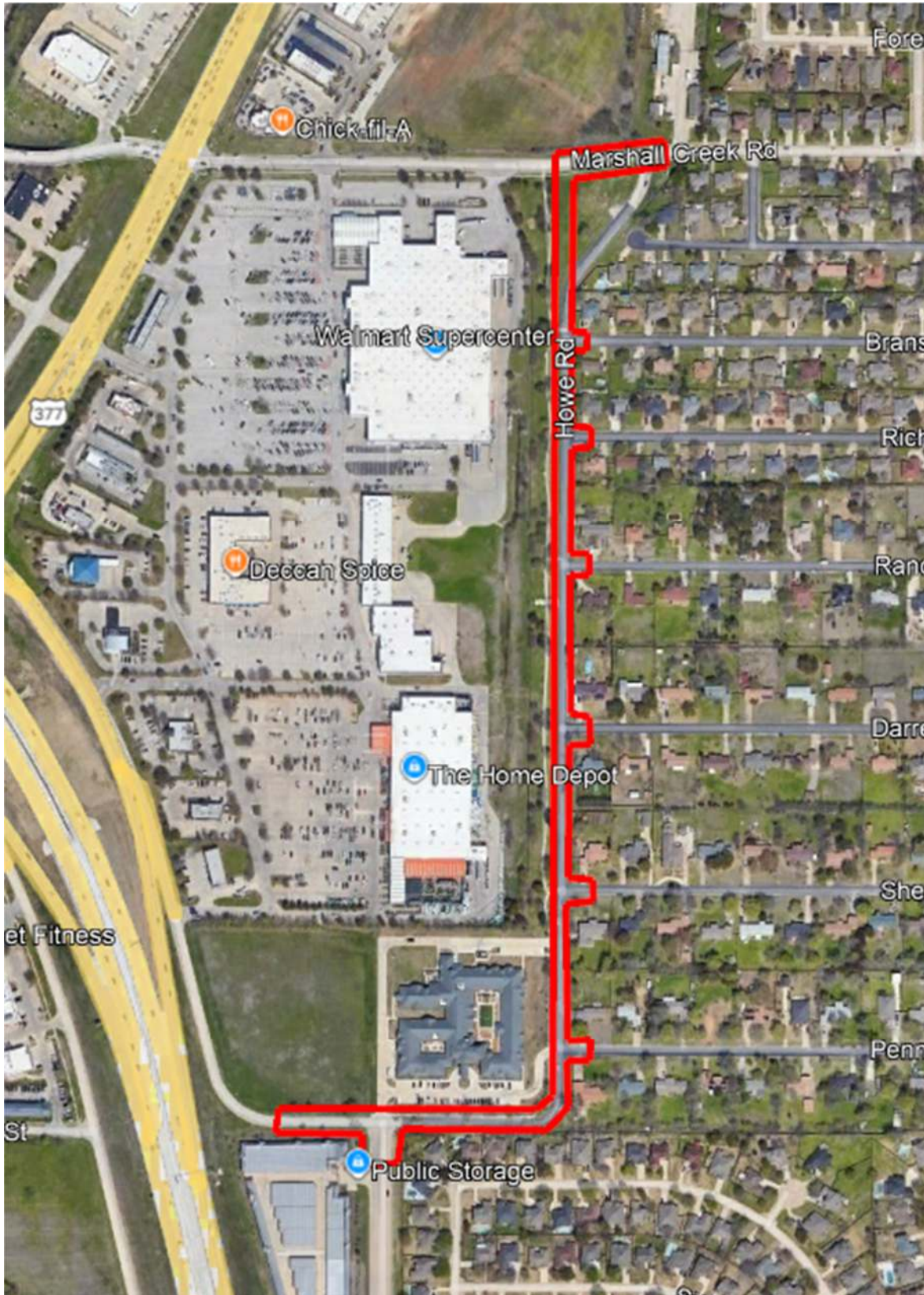


EXHIBIT B
GEOTECHNICAL ENGINEERING PROPOSAL



8901 John W. Carpenter Freeway
Dallas, Texas 75247
P (214) 630-1010
Terracon.com

September 29, 2025

Quiddity Engineering LLC
2805 Dallas Parkway, Suite 600
Plano, Texas 75093

Attn: Mark Holliday, P.E.
P: 972-265-7181
E: mholliday@quiddity.com

RE: Proposal for Geotechnical Engineering Services
Howe Road Reconstruction
Along Howe Road from Marshall Creek Road to Lois Street
Roanoke, Texas
Terracon Proposal No. P94255544

Dear Mr. Holliday:

We appreciate the opportunity to submit this proposal to Quiddity Engineering LLC (Quiddity) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached MSA Task Order.

- | | |
|-----------|--|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location and Nearby Geotechnical Data |
| Exhibit E | Anticipated Exploration Plan |

Our base fee to perform the Scope of Services described in this proposal is provided in Exhibit C which includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Master Services Agreement Task Order to our office. The Master Services Agreement Task Order refers to the previously signed Master Services Agreement between Terracon and Quiddity Engineering LLC dated July 19, 2022.

Sincerely,
Terracon Consultants, Inc.
Registration No. F-3272

Blake R. Goben, P.E.
Senior Geotechnical Engineer

Aditya Rayudu, M.S., P.E.
Senior Geotechnical Engineer

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 07/19/2022 between Quiddity Engineering LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Howe Road Reconstruction project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 09/29/2025 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

See attached proposal, dated September 29, 2025


2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See attached proposal, dated September 29, 2025

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See attached proposal, dated September 29, 2025

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **9/29/2025**
Name/Title: **Adi Rayudu / Senior Engineer**
Address: **8901 John W Carpenter Fwy Ste 100**
Dallas, TX 75247-4547
Phone: **(214) 630-1010** Fax: _____
Email: **Aditya.Rayudu@terracon.com**

Client: **Quiddity Engineering LLC**
By: _____ Date: _____
Name/Title: **Mark Holliday, PE /**
Address: **2805 Dallas Parkway, Suite 600**
Plano, TX 75093
Phone: **(972) 265-7181** Fax: _____
Email: **mholliday@quiddity.com**



Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Quiddity and the expected subsurface conditions as described in this section. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted. We request Quiddity and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Project Description	The project includes about 3,200 linear feet of reconstruction of asphaltic concrete pavements along the existing Howe Road and is planned to consist of new concrete pavements. We understand pavements should be designed in accordance with City of Roanoke design standards.
Pavements	<ul style="list-style-type: none"> ■ Roadway classification: Residential. ■ Portland cement concrete will be constructed on the site. We request anticipated traffic frequencies/ESAL amounts be provided to aid in our analysis. ■ The pavement design period is 20 years.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project site is located along Howe Road from Marshall Creek Road to Lois Street between Marshall Creek Road and 200 feet west of Lois Street in Roanoke, Texas. Latitude / Longitude (approximate): 33.00878, -97.21587. See Exhibit D.
Existing Improvements	Based on aerial photographs, we understand the site is currently occupied by an asphaltic concrete roadway (Howe Road).
Current Ground Cover	Asphaltic concrete.
Existing Topography	Based on topographical information available from North Central Texas Council of Governments' website (www.dfwmaps.com), the ground surface of the project site generally slopes down from El. 626 feet in the north to El. 636 feet towards the south.



Item	Description
Site Access	We expect the site and exploration locations are accessible with our truck-mounted drilling equipment and support vehicles when the site is dry. Appropriate traffic control will be provided.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of expansive clays overlying limestone at depths of about 5 to 10 feet below grade.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on our understanding of the project and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program.

Number of Borings	Planned Boring Depth	Planned Location ¹
7	10 feet	Along Howe Road alignment

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

In addition, bulk samples will be collected from depths of about 0 to 4 feet to perform standard Proctor and laboratory CBR tests at a single location.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate surface elevations will be obtained by interpolation from a site specific, surveyed topographic map. Otherwise, surface elevations will be interpolated from publicly available data (Google Earth, www.dfwmaps.com, etc.). If accurate boring layout and surface elevations are required, a survey of the boring locations should be provided by others.

Subsurface Exploration Procedures: We will core/auger existing pavement, as appropriate, and measure thickness prior to performing soil borings. Soil borings will be advanced with a truck mounted drill rig using continuous flight hollow stem augers and/or rotary-wash boring techniques as necessary depending on soil conditions. Four to five soil samples will be obtained in the upper 10 feet of each boring. Soil sampling is typically performed using push tube and/or split-barrel sampling procedures. In the push tube sampling procedure, a seamless steel tube with a sharp cutting edge will be pushed hydraulically into the soil to obtain a relatively undisturbed sample. In the split-spoon sampling procedure, a standard 2-inch outer diameter split-spoon sampler will be driven into the ground by an automatic hammer. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The load carrying capacity of bedrock (if encountered) will be evaluated in the field using the Texas Department of Transportation's (TxDOT) cone penetration test.

The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will make reasonable efforts to reduce damage to the property; however, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface.

We will backfill borings with bentonite chips upon completion. Pavements will be patched with cold-mix asphaltic concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings and/or test pit excavations into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas811.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these

services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Traffic Control: Due to the relatively low volume road, traffic control will be limited to use of road work ahead signs and cones.

Additional fees will apply if flagging operations or lane/shoulder closures are required to facilitate our field exploration activities. These services are not included in our base scope of services.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Terracon will coordinate with City of Roanoke to get Right of Way permits and approval prior to field exploration. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water (moisture) content
- Liquid limit, plastic limit, and plasticity index
- Unconfined compressive strength of soil
- Material finer than 75- μm (No. 200) sieve
- Soluble sulfates
- Moisture density relationship
- California bearing ratio
- Unit dry weight

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- The presence and effect of expansive clays on pavements will be discussed. Methods of reducing the movements associated with expansive clays will be presented
- Recommended pavement options and design parameters

In addition to an emailed report, your project will also be delivered using our client portal, **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the previously noted services, the following are often associated with geotechnical engineering services. Fees for services previously noted do not include the following:

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ^{1, 2}
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$17,750
Traffic Control with road work ahead signs and cones	\$1,000
Total	\$18,750

- Proposed fees are effective for 90 days from the date of the proposal.
- Additional fees will be required if work is to be performed outside normal business hours.

Additional services that are not part of the base fee include the following:

Task	Fee	Initial for Authorization
Private Utility Clearance Service (At Boring Locations Only)	\$1,600	
Perform Environmental Assessments	TBD	
meetings/consulting	In accordance with applicable unit fees	
Review of Plans and Specifications	In accordance with applicable unit fees	
Observation and Testing of Pertinent Construction Materials	TBD	

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.



Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule; however, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Completion Schedule ^{1, 2}
Field Exploration ³	10 to 15 days after notice to proceed
Laboratory Testing	25 to 30 days after notice to proceed
Geotechnical Engineering Report	30 to 35 days after notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted as well as other pertinent events.
2. Standard workdays are Monday through Friday and exclude holidays. We will maintain an activities calendar on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. Pending approval of city permits, if applicable.

Exhibit D – Site Location

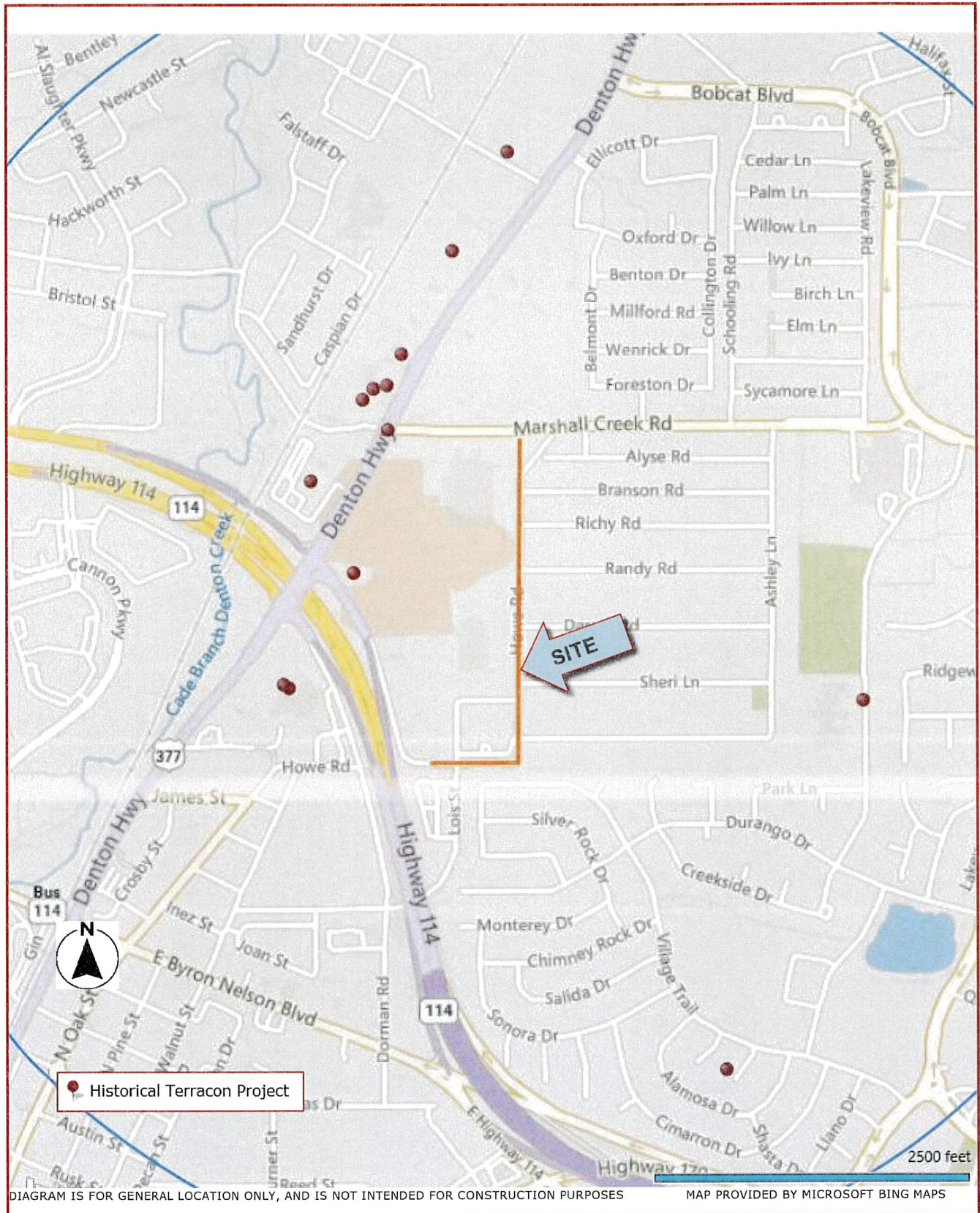


Exhibit E – Anticipated Exploration Plan

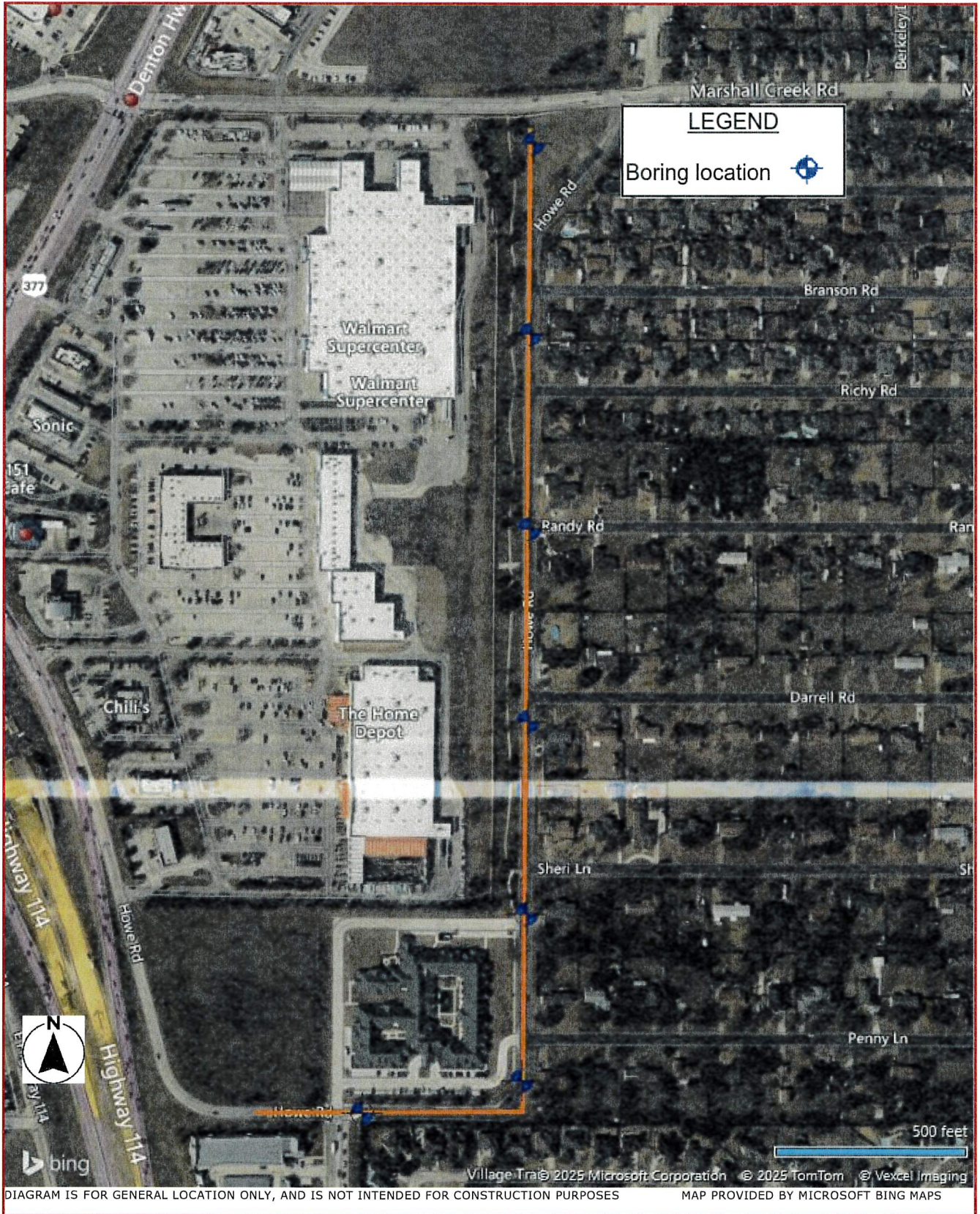


EXHIBIT C
PROJECT SCHEDULE

PRELIMINARY PROJECT SCHEDULE

HOWE ROAD RECONSTRUCTION

City of Roanoke
 Quiddity Engineering
 October 28, 2025

ID	Task Name	Duration	Start	Finish	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26	Nov '26	Dec '26	Jan '27	Feb '27	Mar '27	Apr '27	May '27	Jun '27
1	Council Approval and Engineering NTP	1 day	Wed 12/10/25	Wed 12/10/25	█																		
2	Project Set-up / Kick-Off Meeting	3 days	Wed 12/10/25	Fri 12/12/25	█																		
3	Utility Coordination	210 days	Mon 12/15/25	Fri 10/2/26	█																		
4	Topographic Survey	33 days	Wed 12/10/25	Fri 1/23/26	█																		
5	SUE - QL-B	33 days	Wed 12/10/25	Fri 1/23/26	█																		
6	Schematic Plans (30% with Drainage Analysis)	85 days	Mon 1/12/26	Fri 5/8/26		█																	
7	City Review - Schematic Plans (30%)	5 days	Mon 5/11/26	Fri 5/15/26						█													
8	Preliminary Plans (60%)	55 days	Mon 5/18/26	Fri 7/31/26						█													
9	SUE QL-A	15 days	Mon 5/18/26	Fri 6/5/26						█													
10	City Review - Preliminary Plans (60%)	5 days	Mon 8/3/26	Fri 8/7/26									█										
11	Final Plans (90%)	40 days	Mon 8/10/26	Fri 10/2/26									█										
12	City Review - Final Plans (90%)	5 days	Mon 10/5/26	Fri 10/9/26											█								
13	Final Plans (100%)	15 days	Mon 10/12/26	Fri 10/30/26											█								
14	Bid Phase	20 days	Mon 11/2/26	Fri 11/27/26												█							



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Consider approval to award bid to GenServ for the purchase and installation of emergency backup generator and electrical cabinets.

MEETING DATE: December 9, 2025

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval to award bid to GenServ for the purchase and installation of emergency backup generator and electrical control cabinets at Gateway Pumpstation, for the amount not to exceed one million seven hundred fifty thousand eight hundred ninety dollars and zero cents (\$1,750,890.00)

INFORMATION:

Current emergency generator and power cabinets which serves the Gateway Pumpstation are original and over 20 years old. Availability of replacement parts have become non-accessible for repairs. Replacement of these items were approved during budget process and staff is recommending to award bid to GenServ for the purchase and installation.

STAFF RECOMMENDATION:

Staff Recommends Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The presented bid is under the proposed budgeted amount for project by \$126,110

ATTACHMENTS:

1. GenServ Generator and Electrical Cabinets



11/21/2025

Robby,

This letter is regarding the certification of sizing of the Emergency Power Equipment for City of Roanoke, Gateway Pump Station Generator Installation, Quote Number 25116-007-BS. The amperage rating of the service entrance rated automatic transfer switch is based on the existing feeder, transformer and utility service at the site. This will not be changed, as we are simply adding a secondary emergency power source to back up the entire facility.

The sizing of the generator was calculated using industry standard generator sizing software. Based on the HP of each pump, the starting method of the motor, the number of pumps and any ancillary or parasitic loads, we calculated the sizing of the generator. Our sizing is to allow less than a 25% instantaneous voltage dip, less than 5% frequency dip, less than 5% total harmonic distortions and less than 70% total engine-generator set running load capacity, including future expansion.

The size of this generator set, and entire EPS is hereby certified to be the optimal size for the site load. This optimal size will extend the life cycle of the generator and load equipment, by providing stable power.

Please call or email with questions or to discuss further.

Thank you,

Brett Siewert
Mobile (469) 866-6606
bsiewert@genserveinc.com
www.genserveinc.com



GenServe

Quote Number		Quote Name		Quote Date	Expiration Date	Currency
25116-007-BS		Roanoke PS		11/21/25	12/31/25	USD
Sales Person		Manufacturing Plant		Quote Entered By		Contact No.
Brett Siewert		Genserve		Brett Siewert		469-866-6606
Project:				Ship To (FOB Factory):		
City of Roanoke Water Utilities – Independence Parkway Pump Station – Electrical and Generator Upgrade BuyBoard Contract #757-24				Freight to Jobsite Included. Fuel and Taxes Not Included.		
Line No.	Qty	Part	Description	Unit Price	Extended Total	
000010	1	ULV-400	400kW Diesel Driven Genserve Generator	\$196,452	\$196,452	
000020	1	Tank	24 Hour, UL142, Sub-Base Fuel Tank, 665 Gals	Included	Included	
000030	1	Enclosure	Steel, 150MPH Rated, Sound Attenuated Enclosure W/ Stainless Steel Lockable Hardware	Included	Included	
000040	1	Warranty	2 Year Parts, 2 Year Labor Warranty	Included	Included	
000050	1	Gear	Provide and Deliver Replacement Switchgear and MCC Matching Existing. Store in Weather-Controlled and Insured Facility Until Equipment is Ready to Install as Required for Project Phasing Timeline. Gear to include ATS and service breaker to match existing. MCC included in Installation Cost.	Included	Included	
000060	1	Installation	Install All Previously Ordered Switchgear Per Engineered Plans. Work with City Utilities Dept. to Confirm SOW is Acceptable and Execute Accordingly. Phase Work as Needed to Minimize Downtime to Less Than 4 Hour per Each Shutdown. Demo and Haul Off Existing Gear. Replace with New Equipment. Test and Commission Gear Prior to Putting into Service. Verify and Receive City Sign-Off Upon Completion. City to provide SCADA tech to integrate new switchgear with existing system. Provide and Install All Cabling and Conduits as Required for Turnkey Upgrade of Generator, Make Terminations. Upgrade Gear Feeders to 1,200 Amps, Upgrade Generator Feeders to 600 Amps. Demo Existing Generator and Haul Off. Extend Existing Pad as Needed to Allow Room for Larger Footprint Generator	\$1,379,900	\$1,379,900	

000070	1	Temp Power	Provide (2) 350kW Mobile Generators for Prime Power During Duration of Work. Provide Daily Fueling and Maintenance Services as Needed. Provide and Install Temporary Motor Starters and Tie into Existing SCADA and Motor Controls. Provide and Keep Second Generator on Site for Duration of Work as Redundant Backup Generator in Case Primary Fails or To Provide Power During Engine Maintenance Shutdowns. One Month Timeframe for Temporary Power Run is included. ADD TEMPORARY ATS SO BOTH GENERATORS CAN START AND STOP AUTOMATICALLY TO PROVIDE REDUNDANT POWER SUPPLY.	\$88,360	\$88,360
000080	1	Permitting & Bonding	All Engineering and Design Work, Permitting, Payment and Performance Bonding Included at 100% Project Cost for Turnkey Completion of Work	\$78,178	\$78,178
000090	1	Freight	Storage and Delivery of All Equipment to Site	Included	Included
000100	1	Crane	Crane and Rigging Services to Remove and Replace Generator	\$8,000	\$8,000
000110	1	Startup	NFPA110 Startup, Owner Training and Factory Testing Included for All New Equipment	Included	Included
000120	1	Total	Not Included: Fuel and Taxes	\$1,750,890	\$1,750,890



TERMS, CONDITIONS, AND DISCLOSURES

TERMS

Credit Terms: Standard credit terms are NET-30 days from date of invoice. Merchandise is shipped F.O.B. shipping point and invoices will be generated at that time. Payment is due no later than 10 days from invoice date. Charges not paid within 30 days are considered past due. Past due accounts are subject to suspension and finance charges of 1.5% per month, on the past due balance, with interest charges accruing from the invoice date. If credit cards are used for purchases, a 2.5% fee will be added to the invoice.

Payment Terms: Quoted terms are subject to Credit Terms contained in the GenServe Inc. Credit Application documents and this document. (1 1/2% per month will be charged on past due accounts.) In addition, no retainage allowed unless accepted in writing by LJPower; not to exceed 10%. Taxes are not included unless specifically stated in the proposal.

Partial shipments: invoiced proportional to total quoted price, payable 30 days after Shipment/GenServe invoice.

- Note: If your job conditions or schedule result in partial or incomplete shipment of products and equipment provided by GenServe, you will be invoiced according to the dollar value of the shipped items. These invoices then become due and payable 30 days after shipment and not when the job is completed.

CONDITIONS OF SALE

- All purchase orders must reference GenServe quotation
All purchase orders must be acknowledged in writing by GenServe to be deemed accepted.
Purchase orders issued with a hold for release date are subject to re-evaluation at the time of release.
Unless mutually agreed upon in writing, GenServe WILL NOT accept purchase orders which:
- specify delivery dates that are not subject to manufacturer's lead-times
- contain penalty clauses or liquidated damage clauses
- require GenServe to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless GenServe
- require GenServe to pay any and all legal expenses for the purchaser in the event of a dispute
- require GenServe to be responsible for system design work and/or guarantee that a performance standard for a system will be met
- require completion and acceptance of the project by the owner before payment
If, after the effective date of this agreement, any new or amended tariffs, duties, or import taxes are imposed on materials or components used in the manufacture of the goods covered by this agreement, GenServe shall have the right to adjust the contract price to reflect the increase in costs directly attributable to such new or amended tariffs, duties, or taxes, upon providing written notice to [the Buyer] with supporting documentation.

DISCLOSURES

Deliveries: Offloading, placement and Anchoring of the goods shall be solely customer responsibility. All deliveries are Monday through Friday 6AM to 5PM. (Deliveries outside normal business hours will be INVOICED as necessary.)

Permits And Licenses: Permit and license costs (AQMD, Fire, Building, etc.) are not included. GenServe, will provide information as necessary for the acquisition of permits and licenses, but does not assume any responsibility for obtaining any permits or licenses which may be required.

Not a Contractor: LJ Power is a supplier of materials and related services; LJPower is not a contractor. GenServe will invoice you only for goods which are delivered.

Cancellation: Cancellation charges of 25% will apply if order is cancelled after accepted by GenServe.

Legal Remedy: If legal action is instituted to collect amounts owed or to recover materials or supplies purchased, the applicant agrees to pay all reasonable attorney's fees and appellate attorney's fees and costs incurred by GenServe. Venue for any litigation (and depositions) between the parties for any claims relating to debt collection for merchandise, supplies, or equipment purchased hereunder, or hereafter, shall be in Texas only. The parties do hereby waive their right to trial by jury for any litigation arising between the parties and any claims relating to debt collection for merchandise, supplies, or equipment purchased hereunder, or hereafter.

In support of this application, GenServe is hereby authorized to obtain credit and/or financial information from my/our bank(s), other financial institutions or commercial firms with whom I/we have done business. It is understood that any such credit and/or financial information will be held in strict confidence and used only in consideration of this application.

Upon approval of this application, it is agreed that all purchases will be paid in full and in accordance with the terms of sale as stated on GenServe invoices.

Company Name

Authorized Signature

Telephone Number

Date

Title

Electronic Delivery

John Potts
GenServe
10757 Cutten Rd, Suite 3
Houston, TX 77066

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 757-24, Building/Facility Maintenance Equipment and Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2024, through November 30, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 757-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,



Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2025-117R - Casting Votes for DCAD Board of Directors

MEETING DATE: December 9, 2025

DEPARTMENT: Administration

ITEM SUMMARY:

Consideration and action on approval of Resolution No. 2025-117R, casting votes for candidates in the election of the Denton Central Appraisal District Board of Directors.

INFORMATION:

Each voting unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The four nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2026.

STAFF RECOMMENDATION:

Approve Resolution No. 2024-109, casting votes

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2025-117R - Casting of Votes for DCAD Board of Directors
2. October 2025 Ballot Delivery - DCAD Board of Directors
3. 2025 Votes - Distribution of Votes

RESOLUTION NO. 2025-117R

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

WHEREAS, the City of Roanoke is a member of the Denton Central Appraisal District and is entitled to cast 8 votes in the election of the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

WHEREAS, each voting unit must cast it's votes by resolution and submit it to the Chief Appraiser before December 15, 2025.

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

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

Candidate Name	# of votes

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

DULY RESOLVED by the City Council of the City of Roanoke, Texas, on this the 9th day of December, 2025.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

TO: Denton County Taxing Units
FROM: Don Spencer, Chief Appraiser
DATE: October 22, 2025
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before Monday, December 15th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The two nominees receiving the most votes will be seated as Place 4 & 7 on the Denton CAD Board of Directors in January of 2026.

The candidates nominated by the taxing units are:

<u>Candidate</u>	<u>Nominating Unit</u>
1. Mike Hennefer	<i>City of Carrollton, C-FB ISD, City of The Colony, Denton County, City of Frisco, City of Highland Village, Lewisville ISD, City of Lewisville, Northwest ISD, City of Plano, Town of Shady Shores, City of Southlake</i>
2. Ann Pomykal	<i>City of Carrollton, City of The Colony, Denton County, City of Highland Village, City of Lewisville, Lewisville ISD, Northwest ISD, City of Plano Town of Shady Shores, City of Southlake</i>
3. Jordan Villareal	Frisco ISD, City of Frisco
4. DeVon English	Little Elm ISD

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

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

Thank you,

Don Spencer
Chief Appraiser
Denton Central Appraisal District

**DENTON CENTRAL APPRAISAL DISTRICT
2025 DISTRIBUTION OF VOTES**

JURISDICTIONS		2024 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	65,674,321.88	2.1939%	44
S02	AUBREY ISD	39,352,904.49	1.3146%	25
S03	CARROLLTON-FB ISD	57,743,916.14	1.9290%	39
S04	CELINA ISD	3,833,678.65	0.1281%	3
S05	DENTON ISD	378,411,405.76	12.6413%	252
S15	ERA ISD	1,363.08	0.0000%	1
S06	FRISCO ISD	194,933,962.10	6.5120%	129
S07	KRUM ISD	23,764,217.83	0.7939%	16
S08	LAKE DALLAS ISD	39,650,352.26	1.3246%	25
S09	LEWISVILLE ISD	638,403,213.58	21.3267%	426
S10	LITTLE ELM ISD	97,843,078.39	3.2686%	64
S11	NORTHWEST ISD	228,547,521.30	7.6349%	152
S12	PILOT POINT ISD	12,948,005.21	0.4325%	9
S13	PONDER ISD	14,152,080.10	0.4728%	9
S17	PROSPER ISD	54,811,672.58	1.8311%	37
S14	SANGER ISD	25,375,386.78	0.8477%	17
S16	SLIDELL ISD	667,895.55	0.0223%	1
SCHOOL DISTRICTS TOTALS		\$1,876,114,975.68	62.674%	1248
G01	DENTON COUNTY	\$355,813,572.94	11.89%	238
CITIES:				
C26	TOWN OF ARGYLE	5,243,027.85	0.1752%	4
C01	CITY OF AUBREY	5,417,579.06	0.1810%	4
C31	TOWN OF BARTONVILLE	1,230,886.43	0.0411%	1
C02	CITY OF CARROLLTON	67,706,583.01	2.2618%	45
C49	CITY OF CELINA	7,844,726.08	0.2621%	5
C03	CITY OF THE COLONY	51,299,340.21	1.7137%	34
C21	TOWN OF COPPELL	1,146,465.63	0.0383%	1
C27	TOWN OF COPPER CANYON	1,799,333.55	0.0601%	1
C04	CITY OF CORINTH	18,804,366.34	0.6282%	13
C20	CITY OF DALLAS	16,959,752.07	0.5666%	10
C05	CITY OF DENTON	121,511,703.72	4.0593%	80
C42	CITY OF DISH	229,802.25	0.0077%	1
C30	TOWN OF DOUBLE OAK	1,303,943.09	0.0436%	1
C47	TOWN OF CORRAL CITY	29,938.96	0.0010%	1
C07	TOWN OF FLOWER MOUND	63,454,826.24	2.1198%	42
C36	CITY OF FORT WORTH	51,610,843.95	1.7241%	34
C32	CITY OF FRISCO	81,844,800.22	2.7341%	54
C39	CITY OF GRAPEVINE	306.38	0.0000%	1
C22	TOWN OF HACKBERRY	228,478.68	0.0076%	1
C38	CITY OF HASLET	3,218.15	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,634,384.89	0.0880%	2
C08	CITY OF HIGHLAND VILLAGE	16,892,013.38	0.5643%	10
C09	CITY OF JUSTIN	6,546,518.74	0.2187%	4
C18	CITY OF KRUGERVILLE	1,475,331.88	0.0493%	1
C10	CITY OF KRUM	4,868,975.64	0.1627%	3
C11	CITY OF LAKE DALLAS	4,339,853.40	0.1450%	3
C25	CITY OF LAKEWOOD VILLAGE	723,384.86	0.0242%	1
C12	CITY OF LEWISVILLE	93,286,509.19	3.1164%	61
C13	TOWN OF LITTLE ELM	47,202,830.20	1.5769%	32
C45	CITY OF NEW FAIRVIEW	164,216.87	0.0055%	1
C33	TOWN OF NORTHLAKE	9,669,065.95	0.3230%	6
C24	CITY OF OAK POINT	5,031,372.81	0.1681%	3
C14	CITY OF PILOT POINT	4,795,191.43	0.1602%	3
C29	CITY OF PLANO	7,234,194.18	0.2417%	5
C15	TOWN OF PONDER	2,371,697.72	0.3114%	6
C48	CITY OF PROSPER	14,637,192.29	0.4890%	10
C51	TOWN OF PROVIDENCE VILLAGE	5,894,070.34	0.1969%	4
C17	CITY OF ROANOKE	11,798,191.28	0.3941%	8
C16	CITY OF SANGER	9,473,036.62	0.3165%	6
C34	TOWN OF SHADY SHORES	1,671,648.80	0.0558%	1
C37	CITY OF SOUTHLAKE	830,182.93	0.0277%	1
C28	CITY OF TROPHY CLUB	12,005,186.50	0.4010%	8
C44	TOWN OF WESTLAKE	305,951.53	0.0102%	1
CITY TOTAL		\$761,520,923.30	25.67%	514
TOTAL ALL JURISDICTIONS		\$2,993,449,471.92	100.00%	2000



AGENDA ITEM

TO: Mayor & Council

SUBJECT: Roanoke Convention Center Hotel Local Development Corporation

MEETING DATE: December 9, 2025

DEPARTMENT: Administration

ITEM SUMMARY:

Consideration and action on approval of Resolution No. 2025-119R approving the formation of the Roanoke Convention Center Hotel Local Development Corporation; approving the certificate of formation; and resolving other matters related thereto.

INFORMATION:

The Corporation is organized for the purpose of aiding, assisting, and acting for and on behalf of the City in the performance of the City's governmental functions, including, but not limited to the promotion, development, encouragement and maintenance of employment, commerce, convention and meeting activity, tourism and economic development in the City, including specifically, without limitation, the development and financing of a convention center hotel. The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the City to accomplish any governmental purpose of the City and to engage in activities in the furtherance of the purposes for its creation, (including, issuing bonds, notes and other securities for the financing of projects and owning, leasing, selling, granting, transferring, conveying and otherwise being responsible for projects; all for the public purpose of encouraging development and redevelopment within the City. The Corporation will assist the City in the performance of the City's governmental functions to promote, develop, encourage, and maintain employment, commerce, and economic development in the City and in the State.

STAFF RECOMMENDATION:

Approve

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:



AGENDA ITEM

ATTACHMENTS:

1. RES NO 2025-119R - Creating Roanoke LGC - jlm draft - 120225
2. Roanoke - Articles of Incorporation - Roanoke Local Development Corporation

RESOLUTION No. 2025-119R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, APPROVING THE FORMATION OF THE ROANOKE CONVENTION CENTER HOTEL LOCAL DEVELOPMENT CORPORATION; APPROVING THE CERTIFICATE OF FORMATION; AND RESOLVING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Roanoke, Texas (the "City") is a duly created and existing municipality and political subdivision of the State of Texas; and

WHEREAS, the City is authorized, pursuant to Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), to create a nonprofit corporation for the purposes of accomplishing governmental purposes of, and to aid and act on behalf of, the City, as hereinafter described; and

WHEREAS, there has been filed with this City Council a written application, signed by three (3) residents of the City each of which are citizens of the State of Texas and at least 18 years of age, for the incorporation of a corporation pursuant to the Act to aid and act on behalf of the City to promote the development of the geographic area of the City included at or in the vicinity of the Roanoke Convention Center, in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, convention and meeting activity, tourism and economic development in the City, including specifically, without limitation, the development and financing of a convention center hotel to be located within 1,000 feet of the Roanoke Convention Center; and

WHEREAS, the City Council has determined and hereby finds and determines that it is in the public interest and to the benefit of its residents and the citizens of this State that a corporation be created under the Act for the purposes hereinabove set forth; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and subject of said meeting was given as required by Tex. Gov't Code Ann. ch. 551.

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 formation of the Roanoke Convention Center Hotel Local Development Corporation (the "Corporation") pursuant to the Act is hereby authorized and approved. The Corporation is created for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation, for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote and accomplish the development of the geographic area of the City included at or in the vicinity of the Roanoke Convention Center, in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, convention and meeting activity, tourism and economic development in the City, including specifically, without limitation, the development and financing of a convention center hotel to be located within 1,000 feet of the Roanoke Convention Center.

Section 3. The form and substance of the proposed Certificate of Formation of the Corporation which is attached hereto as **Exhibit A** is hereby adopted and approved. The initial board of directors named in said articles of incorporation are hereby appointed as the initial directors of the Corporation.

Section 4. The City specifically authorizes the Corporation to aid and act on its behalf to further the public purposes stated in this Resolution and in the Certificate of Formation attached hereto.

Section 5. The Mayor and the City Secretary are hereby authorized to deliver or cause to be delivered to the Texas Secretary of State duplicate originals of the Certificate for Formation for the Corporation, a certified copy of this Resolution approving the Certificate of Formation, and the fee charged for filing these documents, and to do all things proper and necessary to carry out the intent of this Resolution.

Section 6. This Resolution shall become effective immediately upon adoption.

DULY RESOLVED by the City Council of the City of Roanoke, Texas, on this the 9th day of December, 2025.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

EXHIBIT A

CERTIFICATE OF FORMATION

OF

ROANOKE CONVENTION CENTER HOTEL LOCAL DEVELOPMENT CORPORATION

ARTICLES OF INCORPORATION

OF

ROANOKE CONVENTION CENTER HOTEL LOCAL DEVELOPMENT CORPORATION

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident of the City of Roanoke, Texas (the “*City*”) and a citizen of the State of Texas (the “*State*”), acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code, as amended; Chapter 394, Texas Local Government Code, as amended and the Texas Nonprofit Corporation Law, Chapter 22, Texas Business Organizations Code (together, the “*Act*”), and to the extent required by the Act, Chapter 394, Texas Local Government Code, as amended (the “*Local Government Code*”), do hereby adopt the following articles of incorporation for such corporation (the “*Articles of Incorporation*”):

ARTICLE I

The name of the corporation is “**ROANOKE CONVENTION CENTER HOTEL LOCAL DEVELOPMENT CORPORATION**” (the “*Corporation*”).

ARTICLE II

The Corporation is a public, nonprofit corporation incorporated pursuant to and governed by Subchapter D of Chapter 431, Texas Transportation Code and to the extent required by the Act, Chapter 394, Texas Local Government Code, as amended and the Texas Nonprofit Corporation Law, Chapter 22, Texas Business Organizations Code.

ARTICLE III

Subject to the provisions of Article XV, the period of duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation is organized for the purpose of aiding, assisting, and acting for and on behalf of the City in the performance of the City’s governmental functions, including, but not limited the promotion, development, encouragement and maintenance of employment, commerce, convention and meeting activity, tourism and economic development in the City, including specifically, without limitation, the development and financing of a convention center hotel. The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the City to accomplish any governmental purpose of the City and to engage in activities in the furtherance of the purposes for its creation,(including, issuing bonds, notes and other securities for the financing of projects and owning, leasing, selling, granting, transferring, conveying and otherwise being responsible for

projects; all for the public purpose of encouraging development and redevelopment within the City. The Corporation will assist the City in the performance of the City's governmental functions to promote, develop, encourage, and maintain employment, commerce, and economic development in the City and in the State.

The Corporation is formed pursuant to the provisions of the Act as it now exists or may hereafter be amended, which Act authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purpose for its creation.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to nonprofit corporations in Texas under the Act and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

To the extent necessary to carry out its authorized purposes, the Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State to corporations incorporated under the Act including, without limitation, all powers not in conflict with the Act granted to domestic nonprofit corporations by the Texas Nonprofit Corporation Law, as defined by Section 1.008 of the Texas Business Organizations Code, as amended, and shall have all other powers of a like or different nature not prohibited by law which are necessary or useful to enable the Corporation to perform the authorized purposes for which it is created.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Section 101.001, Texas Civil Practice and Remedies Code, as amended. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Chapter 101, as amended, Texas Civil Practice and Remedies Code. The Corporation shall not exercise the powers of sovereignty of the City, including the power to tax, eminent domain power, or police power.

The Corporation shall have the power to acquire, hold, sell and lease land and its projects in accordance with the Act as amended from time to time, subject to the approval of the City Council of the City (the "City Council"), or, if the City Manager of the City is so authorized by the City Council, subject to approval of the City Manager.

In the exercise of its powers, the Corporation may enter into loan, lease, trust, or other agreements as authorized by the Act that are necessary and appropriate to the fulfillment of the public purpose of the Corporation, all of which agreements, and the specific uses, and the methods of withdrawal and expenditure, of the proceeds the bonds, notes, or other debt instruments proposed to be issued by the Corporation, shall be stated and described in the proceedings authorizing such bonds, notes, or other debt instruments, and must be included as a part of the approval process of the City Council required above. In connection with the issuance of its bonds, notes, or other debt instruments, the Corporation shall select bond counsel and financial advisors acceptable to the City Attorney and the City Manager.

ARTICLE V

The Corporation shall have no members and is a non-stock corporation.

ARTICLE VI

The City Council has by resolution adopted on the 9th day of December, 2025, authorized the creation of the Corporation as a local government corporation and approved these Articles of Incorporation pursuant to Subchapter D of the Act.

To the extent necessary to carry out its authorized purposes, the Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given under the Act, the Local Government Code, and under the general laws of the State to nonprofit corporations incorporated under the Texas Nonprofit Corporation Law which are consistent with the provisions of the Act with respect to the development and operation of the Project together with all powers incidental thereto or necessary therefor. Notwithstanding the foregoing, before the consummation of the sale and delivery of any bonds or notes, the Corporation shall obtain approval by the City Council, as evidenced by the adoption of a written resolution or ordinance of the City Council. Additionally, in the exercise of the powers of the Corporation, the Corporation may enter into a sale, loan, lease, trust, operating, or other agreement as authorized by the Act that are necessary and appropriate to the fulfillment of the authorized purposes of the Corporation as set forth in Article IV hereof.

The Corporation is a constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to section 103 of the Internal Revenue Code of 1986, as amended (the “*Code*”) and the Corporation is authorized to act on behalf of the City as provided in these Articles of Incorporation. However, the Corporation is not a political subdivision or political corporation of the State within the meaning of its State constitution and laws, including, without limitation, Article III, Section 52 of the State Constitution, and no agreements, bonds, debts, or obligations of the Corporation are or shall ever be deemed to be the agreements, bonds, debts, or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the City, except as provided by State law, or any other political corporation, subdivision, or agency of the State, or a pledge of the faith and credit of any of them.

ARTICLE VII

These Articles of Incorporation may at any time and from time to time be amended as provided in the Local Government Code so as to make any changes therein and add any provisions thereto permitted by law. Any such amendment not prohibited above shall be effected in either of the following manners: (i) the members of the Board of Directors of the Corporation shall file with the City a written application requesting permission to amend the Articles of Incorporation, specifying in such application the amendments proposed to be made, the City may consider such application and, if it shall by appropriate resolution duly find and determine that it is wise,

expedient, necessary or advisable that the proposed amendments be made and shall approve the form of the proposed amendments, then the Board of Directors of the Corporation may amend the Articles of Incorporation by adopting such amendments at a meeting of the Board of Directors and delivering the articles of amendment to the Secretary of State for the State of Texas, or (ii) the City Council may, in its sole discretion, and at any time, amend these Articles of Incorporation, and change the structure, organization, programs, or activities of the Corporation, or terminate or dissolve the Corporation (subject to the provisions of the Act, the Local Government Code, and any limitation provided by the State Constitution and laws of the State and the United States of America on the impairment of contracts entered into by the Corporation), by written resolution adopting the amendment to the Articles of Incorporation of the Corporation or articles of dissolution at a meeting of the City Council and delivering articles of amendment or dissolution to the Secretary of State for the State of Texas, as provided in the Act. Restated Articles of Incorporation may be filed with the Secretary of State for the State of Texas as provided in the Act.

ARTICLE VIII

The meetings of the Corporation shall be subject to the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Board of Directors are subject to the Texas Public Information Act, Chapter 552, Texas Government Code, as amended, in the same manner as if the Corporation were a political subdivision.

ARTICLE IX

The initial bylaws of the Corporation shall be adopted by the Corporation's Board of Directors and shall, together with these Articles of Incorporation, govern the initial affairs of the Corporation until and unless amended in accordance with the provisions of the Act and these Articles of Incorporation. The bylaws and each amendment and repeal of the bylaws must be approved by the City Council by resolution or ordinance.

ARTICLE X

The street address of the initial registered office of the Corporation is 500 S. Oak Street, Roanoke, Texas 76262, and the name of the initial registered agent at such address is April S. Hill, City Secretary.

ARTICLE XI

All powers of the Corporation shall be vested in a Board of Directors (the "**Board**") consisting of seven (7) persons, each of whom shall at all times have the qualifications set forth below. The initial directors of the Corporation ("**Director**" or "**Directors**") shall be those seven (7) persons named in Article XII. Each initial Director named in Article XII hereof shall serve for an initial term as indicated in Article XII. Subsequent Directors shall be appointed to the Board as prescribed in the bylaws. Except as provided in the Articles of Incorporation, each subsequent Director shall serve for the term provided in the bylaws. Any Director may be removed from office by the City Council at any time, with or without cause.

ARTICLE XII

The number of Directors initially constituting the Board is seven (7). The names and addresses of the seven (7) initial Directors are:

<u>Names</u>	<u>Addresses</u>	<u>Term Expires</u>
	Roanoke, Texas 76262	_____, 20__
	Roanoke, Texas 76262	_____, 20__
	Roanoke, Texas, 76262	_____, 20__
	Roanoke, Texas 76262	_____, 20__
	Roanoke, Texas 76262	_____, 20__
	Roanoke, Texas 76262	_____, 20__
	Roanoke, Texas 76262	_____, 20__

All of the initial directors are residents of the City. Pursuant to Section 431.102(c) of the Act, a majority of the Board of Directors will reside within the City.

ARTICLE XIII

The names and street addresses of the incorporators, each of whom resides within the City, are:

<u>Names</u>	<u>Addresses</u>
	Roanoke, Texas 76262
	Roanoke, Texas 76262
	Roanoke, Texas 76262

ARTICLE XIV

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty

of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by State law. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences and the bylaws, a Director shall not be liable to the fullest extent permitted by any amendment to the State law hereafter enacted that further limits the liability of a Director.

ARTICLE XV

If the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds or notes issued by and all other obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of the Local Government Code, as amended, or with applicable law then in existence. In the event of dissolution of the Corporation, after the payment or satisfaction of all debts, liabilities and obligations, all assets will be turned over to the City, or its successor, unless the City Council shall otherwise direct.

ARTICLE XVI

- A. The City Council, by written resolution, may authorize and direct the dissolution of the Corporation. However, the Corporation shall not be dissolved or liquidated, and its business shall not be terminated, by act of the City Council or otherwise, so long as the Corporation shall be obligated to pay any bonds, notes, or other obligations.
- B. No action shall be taken pursuant to Paragraph A of this Article, in any manner or at any time that would impair any contract, lease, right, or other obligation theretofore executed, granted, or incurred by the Corporation.

ARTICLE XVII

As provided in the bylaws, the Corporation may indemnify any director, officer, agent or former director, officer or agent of the Corporation for expenses and costs, including attorney's fees, actually or necessarily incurred by the person in connection with any claim asserted against the person, by action in court or other forum, by reason of such person having been a director, officer or other agent.

ARTICLE XVIII

These Articles of Incorporation may not be changed or amended unless approved by the City Council by resolution or ordinance.

IN WITNESS WHEREOF, we have hereunto set our hands this ___ day of _____, 2025.

, Incorporator

, Incorporator

, Incorporator

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

I, the undersigned, a Notary Public of the State of Texas, do hereby certify that on this _____ day of _____, 2025, _____, _____, and _____, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

**NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS**

(SEAL)
My Commission Expires:



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Parks & Recreation Board Appointment - 2025

MEETING DATE: December 9, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint one (1) member to the Parks and Recreation Board for an unexpired term ending October 2027.

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

1. 2025 - Parks Board Application - Richard Noon
2. 2025 - Parks Board Application - Tracy Baker



Parks Board

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

Meeting Time, Day and Location *

6:30 PM

Third (3rd) Thursday of each month

Roanoke Parks & Recreation Administration Building

108 S. Oak Street

Roanoke, TX 76262

Available to attend on specified day and time

Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

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

Yes

No

Applicant First & Last Name *

Richard Noon

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

15 years

Are You Registered to Vote in Roanoke? *

Yes

No

Voter Registration (VUID) Number *

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

Occupation *

Realtor

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

Have bought and sold real estate in the Roanoke area since 2007. Was involved in the development of the Roanoke City Center for both residential and commercial properties. Been on multiple boards since living in Roanoke

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

Extensive knowledge of the city through real estate and development

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

Other city boards

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

Yes

No

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

Google Forms



Parks Board

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

Meeting Time, Day and Location *

6:30 PM

Third (3rd) Thursday of each month

Roanoke Parks & Recreation Administration Building

108 S. Oak Street

Roanoke, TX 76262

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

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

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

- Yes
- No

Applicant First & Last Name *

Tracy Baker

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

6 years

Are You Registered to Vote in Roanoke? *

Yes

No

Voter Registration (VUID) Number *

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

Occupation *

Business owner

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

Owner market & deli, real estate agent, volunteer at school served at VP PTA, scheduling manager Southwest Airlines. Served on presidents council & hospitality Team for Southwest Airlines. Elected positions 4 years in a row.

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

Familiar with parks & rec, daughter does activities such as softball, tennis & summer programs

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

Volunteer at milestone church & meals on wheels.

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

Yes

No

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

Google Forms



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: P&Z Appointment - 2025 Unexpired Term

MEETING DATE: December 9, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint one (1) member to the Planning and Zoning Commission for an unexpired term ending July 2026.

INFORMATION:

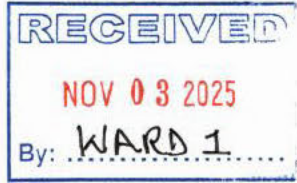
STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2025 - P&Z Application - Eric Heimbrecht
2. 2025 - P&Z Application - Hector Ojeah



Planning & Zoning Commission

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

Meeting Time, Day and Location *

7:00 PM
First (1st) & Third (3rd) Monday of each month
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

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

Do you agree to the attendance requirements? *

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

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

- Yes
- No

Applicant First & Last Name *

Eric Heimbrecht

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

5 years

Are You Registered to Vote in Roanoke? *

Yes

No

Voter Registration (VUID) Number *

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

Occupation *

Southwest Airlines

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

Owner HeimBakers Market/Deli

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

Active member of the community, on zoning board as well Keep Roanoke Beautiful

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

Picking up trash on oak street and the city, completed both police and civic academy's city of Roanoke.

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

Yes

No

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

Google Forms



Planning & Zoning Commission

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

Meeting Time, Day and Location *

7:00 PM

First (1st) & Third (3rd) Monday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

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

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

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

- Yes
- No

Applicant First & Last Name *

Hector Ojeah

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

25 Years

Are You Registered to Vote in Roanoke? *

Yes

No

Voter Registration (VUID) Number *

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

Occupation *

Retired UPS Building / Site Manager

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

Responsibilities included a 25 Year UPS building Management in the DFW area

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

Rudimentary knowledge of city governance and city plan

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

Church Youth Ministry, Texas Motor Speedway Children's Charity & REIDC

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

Yes

No

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

Google Forms



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: REIDC Type A Appointment - 2026

MEETING DATE: December 9, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint two (2) members to the Roanoke Economic and Industrial Development Corporation Type A for a term expiring January 2028.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2025 - REIDC Type A Application - Lewis Rice
2. 2025 - REIDC Type A Application - Ernie Adams
3. 2025 - REIDC Type A Application - Tracy Baker



Roanoke Economic & Industrial Development Corporation Type A

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

Meeting Time, Day and Location *

7:00 PM
Held quarterly or on an as-needed basis
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

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

Do you agree to the attendance requirements? *

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

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

- Yes
- No

Applicant First & Last Name *

Lewis Rice

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

36 years

Are You Registered to Vote in Roanoke? *

Yes

No

Voter Registration (VUID) Number *

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

Occupation *

Retired Plant Manager

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

Plant Manager, Projects Manager, Assistant Manager, Professional Freelance Photographer

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

Certified Toastmaster

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

City of Roanoke Zoning Board of Adjustment, City Council, Planning and Zoning, and Charter Member Type A Economic & Industrial Dev. Corp.
Church Camp Counselor (High School)

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

Yes

No

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

Google Forms



Roanoke Economic & Industrial Development Corporation Type A

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

Meeting Time, Day and Location *

7:00 PM
Held quarterly or on an as-needed basis
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

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

Do you agree to the attendance requirements? *

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

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

- Yes
- No

Applicant First & Last Name *

Ernie Adams

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

8 _____

Are You Registered to Vote in Roanoke? *

Yes

No

Voter Registration (VUID) Number *

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

Occupation *

Construction Executive _____

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

Construction Executive and current board member seeking re-appointment _____

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

Construction Executive and current board member seeking re-appointment _____

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

Construction Executive and current board member seeking re-appointment _____

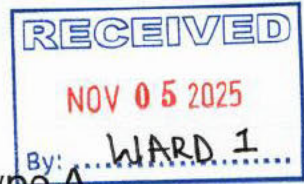
Have you attended a meeting of the board/commission for which you have applied? *

Yes

No

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

Google Forms



Roanoke Economic & Industrial Development Corporation Type A

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

Meeting Time, Day and Location *

7:00 PM
Held quarterly or on an as-needed basis
Roanoke City Hall
500 S. Oak Street
Roanoke, TX 76262

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

Do you agree to the attendance requirements? *

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

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

- Yes
- No

Applicant First & Last Name *

Tracy Baker

Address *

.....

Home/Cell Phone *

.....

Email Address *

.....

Eligibility

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

6 years

Are You Registered to Vote in Roanoke? *

Yes

No

Voter Registration (VUID) Number *

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

Occupation *

Business owner

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

Business development, business operator

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

Worked for Southwest Airlines for 15 years prior to becoming a business owner, worked on multiple boards & completed lean six sigma training. Built a business/brand successfully.

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

Milestone church & meals on wheels.

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

Yes

No

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

Google Forms



CITY COUNCIL AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant Request: Corey Courtney of Sterling Stylez Barber Shop - 412 N Oak St.

MEETING DATE: December 9, 2025

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action for a façade grant application from Corey Courtney, owner of Sterling Stylez Barbershop located at 412 N Oak St, Roanoke, TX.

INFORMATION:

A façade grant application was received and reviewed by staff for improvements to the subject property for the amount of \$13,390, which is 50% of the estimated project cost of \$26,780. Eligible improvements include the installation of an unattached cedar pergola on the southern area of the building which is seen from the main parking/entrance. The addition of a signage in the front corner of the lot made of natural stone base with natural capstone is also included in the request.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program. Depending on the dimensions of the sign, the applicant will need to adhere to existing sign requirements and will be referred to Development Services.

SPECIAL CONSIDERATION:

The City Council approved funding in the amount of \$75,000 for the Façade Grant Program for the 2025-2026 fiscal year. The applicant received a partial grant the previous fiscal year due to submitting an application when grant funds were almost depleted.

FINANCIAL CONSIDERATION:

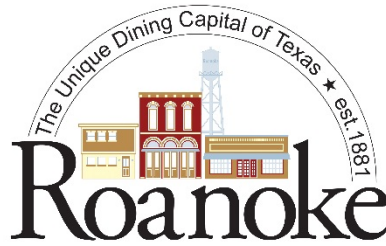
The current fund balance for the Façade Grant Program is \$22,345. If approved, a remainder of \$8,955 will be available for future grant requests.

ATTACHMENTS:



CITY COUNCIL AGENDA ITEM

1. 412 N Oak - Facade Request 2025



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Corey Courtney Sr

2. Name of Business: Sterling Stylez Barbershop

3. Mailing Address of Applicant: 412 N. Oak St

4. Project Address: 412 N. Oak St

5. Does the applicant own the building? _____ Yes _____ No

(If the answer to #5 is no, please provide a letter from the building owner declaring approval of the project.)

6. Estimated Project Cost: \$ \$26,780

(Attach a detailed cost breakdown supported by one or more quotes from recognized contractors or suppliers with a written description of work to be completed. Include photo of the site to be improved and a sketch or photos of planned improvements.)

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$ \$13,390

(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)

8. Proposed project start date: 01/15/2026

9. Proposed project completion date: 03/15/2026

10. What is (are) the existing uses of the building? Outside Patio/Roof Top

11. Will the proposed project result in a change of the use of the building?
Yes _____ No If Yes, please explain the change _____

12. The following are attached to this application:

- X A written description of the proposed project
- X A drawing or rendering of the proposed project
- X A detailed cost breakdown of the proposed project
- X Quotes from contractors or suppliers
- X An approval letter from the building owner **On file via e-mail(SL)**

The undersigned applicant affirms that:

1. The information in the application is true and accurate.
2. The applicant has read and understands the conditions of the Façade Grant Program.
3. The City of Roanoke has reserved the right in its sole discretion to reject this application.

Applicant Signature: Corey Sr Date: 11/10/2025

Business Name: Sterling Stylez Barbershop

Address: 412 N. Oak St

Roanoke, TX 76262

Phone: 682-502-4235

A Cut Above Landscaping



TO: Corey Courtney
412 N oak st
Roanoke, Tx

From: **John C. Chen**
2530 Kensington Ln
Trophy Club, Texas 76262
(214) 293-0554

Invoice Number: 101
Date Submitted: 10/31/2025

Date	Description	Charge
TBD	Pergola build unattached on side patio. 10x24 cedar wood with 2 ft overhang. Six 6x6 cedar posts attached to metal bracket with concrete footers. 2x12 header frame, 2x8 cedar studs with 2x2 crossbeams. All wood will be stained.	
	Build natural stone base with natural capstone in front corner to hold business sign	
	Final price may change if extra materials and labor are added during the build process	
	Clean up, labor, delivery, taxes, and all materials	

TOTAL: \$26,780

50% due before start of work. 50% due at completion of job

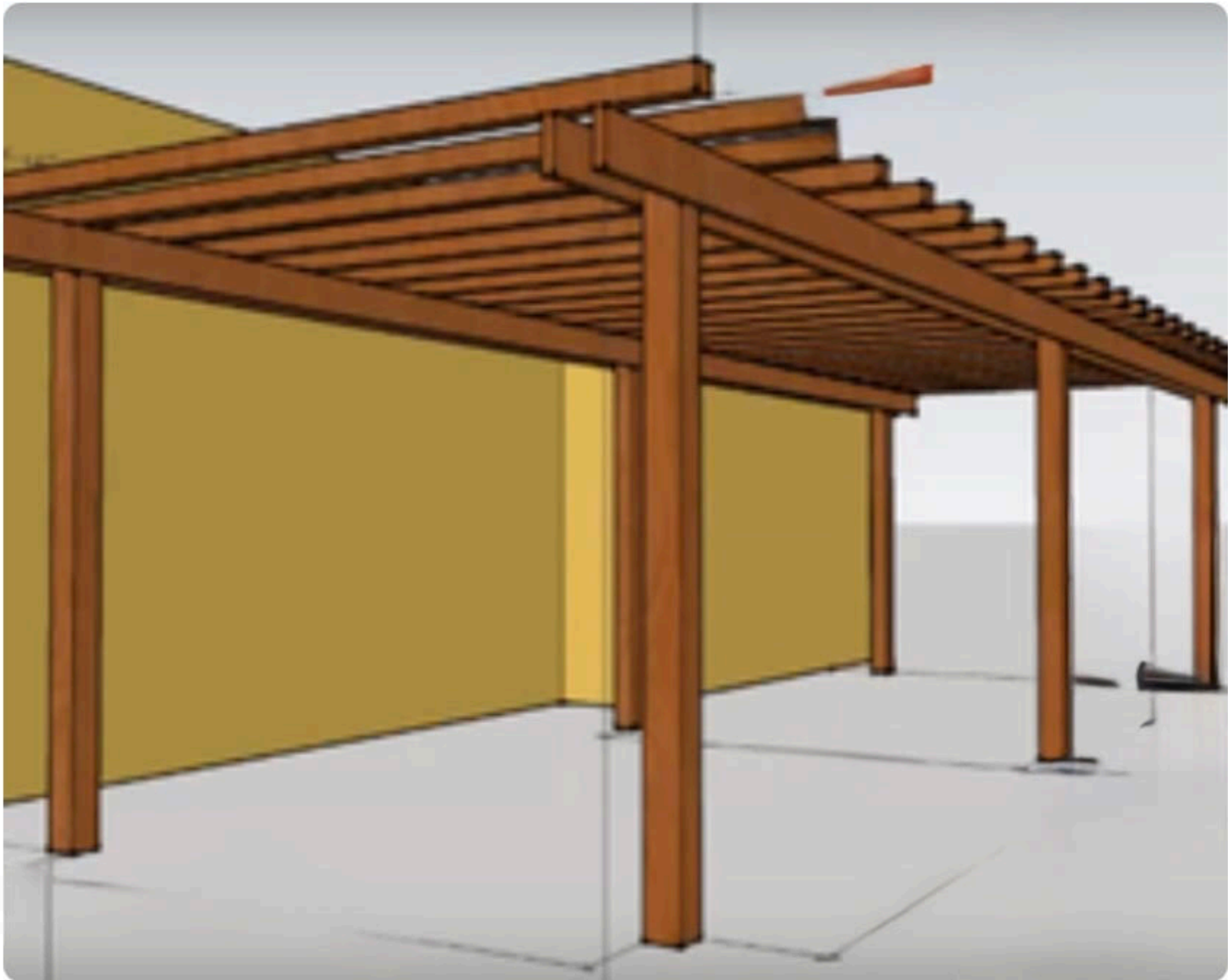
Please send your payment to:

**John Chen
2530 Kensington Ln
Trophy Club, Texas 76262
(214) 293-0554**

Thank you for your business!

The best compliment you could give us is a referral to a friend.

Customer Signature: _____





AGENDA ITEM

TO: City Council

SUBJECT: Oak Street Corridor Ordinance

MEETING DATE: December 9, 2025

DEPARTMENT: Planning

ITEM SUMMARY:

Presentation and discussion from Catalyst Commercial regarding the updates to the Oak Street Corridor Ordinance.

INFORMATION:

Catalyst Commercial will update the City Council on the progress made on the update to the Oak Street Corridor Ordinance, followed by discussion and feedback from the City Council.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None