

Holly Gray, Mayor Pro-Tem
David Brundage, Councilmember
VACANT, Councilmember



Carl E. Gierisch, Jr., Mayor

Brian Darby, Councilmember
David Thompson, Councilmember
VACANT, Councilmember

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

**FEBRUARY 24, 2026
7:00 PM
500 S. OAK STREET
ROANOKE, TEXAS 76262**

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

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

D. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on February 10, 2026.
2. Consideration and approval of a Memorandum of Understanding with Benbrook Public Library for library courier service



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

**February 24, 2026
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3. Approve an order cancelling the May 2, 2026 General Election and declaring candidates for City Council Ward 1, Ward 2, and Ward 3 be elected in accordance with provisions of Subchapter C of Chapter 2, Texas Election Code
4. Consider approval of Resolution No. 2026-102R approving an Advance Funding Agreement (“AFA”) with the Texas Department of Transportation for a TXDOT Green Ribbon Program Project consisting of landscaping and irrigation improvements to U.S. 377 from Denton Street to North of State Highway 114, AFA CSJ 0081-03-069; and providing for an immediate effective date.
5. Consider approval to award a bid to McMahon Contracting, LP for the reconstruction and improvements of North Walnut Street, between Byron Nelson and North Oak Street, also including storm drain improvements along the 300 Block of Lois Street for an amount not to exceed \$3,550,013.34
6. Consider approval of an Interlocal Agreement between the City of Roanoke and the North Central Texas Council of Governments (NCTCOG) to facilitate implementation of the solid waste grant for development and support of the City’s Disaster Debris Management Plan.
7. Consider approval to award a bid to SSC Signs and Lighting for 10-G-Identification Devices for Roanoke Main Street Parking Garage and Downtown Signage for an amount not to exceed \$390,883.

E. NEW BUSINESS

1. Consider Resolution No. 2026-104R approving a special warranty deed from Briarwyck 114 Homeowners' Association, Inc. conveying approximately 1.259 acres of land in the Malcolm Beall Survey, Abstract No. 87, situated in the City of Roanoke, Denton County, Texas, to the City of Roanoke, Texas, to be used a public park
2. Consideration and action on Resolution 2026-105R directing publication of notice of intention to issue combination tax and revenue certificates of obligation.
3. Consider Resolution No. 2026-106R designating the Commercial Recorder as the official newspaper of the City of Roanoke.

F. EXECUTIVE SESSION



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

**February 24, 2026
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The City Council will hold a closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

Section 551.087

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

-discuss and deliberate Project Symphony

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.

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

G. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Tuesday, February 17, 2026, by 5:30 pm, in accordance with Chapter 551, Texas Government Code.

Lindsay Rawlinson, 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

Holly Gray, Mayor Pro-Tem
David Brundage, Council Member
VACANT, Council Member



Carl E. Gierisch, Jr., Mayor

Brian Darby, Council Member
Hogan Page, Council Member
David Thompson, Council Member

**MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
FEBRUARY 10, 2026
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr.; Council Members: Hogan Page, Brian Darby, and David Thompson; City Manager Cody Petree, City Secretary Lindsay Rawlinson, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager Jeriahme Miller, Chief of Police Jeff Williams, Fire Chief Chris Addington, Public Works Director Shawn Wilkinson, Library Director Kelly Holt, Economic Development Manager Siale Langi, Development Services Manager J.R. Hames, Human Resources Manager Jamie Seil, and Public Engagement Manager Sandra Pettigrew.

ABSENT: Mayor Pro Tem Holly Gray and Council Member David Brundage

A. CALL CITY COUNCIL TO ORDER

Mayor Gierisch called the meeting to order at 7:00 p.m.

Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

Mayor Gierisch introduced and welcomed new City Secretary Lindsay Rawlinson.

Council Member Hogan Page announced that tonight will be his last meeting as he moves with his family to another community. He expressed his appreciation to the City Council and City staff and wished the City continued success.

Mayor Gierisch announced the upcoming Valentine's Dance will be held Friday, February 13, 2026 from 7:00 to 9:00 p.m. at the Roanoke Recreation Center. Additionally, he advised that Council Member Brundage was unable to attend tonight's meeting due to illness and wished him a speedy recovery.

C. PUBLIC INPUT

None.



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

**February 10, 2026
Page 2 of 3**

D. PRESENTATION

1. FY2025-2026 Quarterly Financial Report and Investment Report for the period ending December 31, 2025.

Finance Director Kyle Lester presented the quarterly financial and investment reports for the first quarter of the 2025-2026 fiscal year and advised that the City is in good financial standing. Additionally, he advised of items such as a one-time sales tax payment from the State Comptroller.

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.

1. Consider approval of the minutes from the regular City Council meeting held on January 27, 2026.
2. Consider approval to award a contract to KPOST Company for the replacement of the Dallas Annex building (Old PD) roof for an amount not to exceed one hundred ninety-five thousand six hundred and eighty-seven dollars (\$195,687.00).
3. Consider approval to award a contract to A&G Services for the replacement of the existing RTU's, Mini Splits, Exhaust Fan, Hanging Heater, Gas and Condensation Lines located at the Dallas Annex building (Old PD) for an amount not to exceed one hundred eighty-nine thousand two hundred thirty-six dollars and eighty cents (\$189,236.80).
4. Consider approval of a General Contractor Services agreement for the Roanoke Hotel and Convention Center Project, and authorize the City Manager to enter into an agreement with the approved firm.

Motion made by Council Member Thompson and seconded by Council Member Page to approve the Consent Agenda.

Motion carried unanimously.

F. NEW BUSINESS

1. Consideration and action on approval of a joint election agreement and contract for election services with Denton County for the May 2, 2026 General and Special Election.

Motion made by Council Member Thompson and seconded by Council Member Page to approve a joint election agreement and contract for election services with Denton County for the May 2, 2026 General and Special Election.

Motion carried unanimously.



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

**February 10, 2026
Page 3 of 3**

2. Consideration and action on approval of a joint election agreement and contract for election services with Tarrant County for the May 2, 2026 General and Special Election.

Motion made by Council Member Thompson and seconded by Council Member Page to approve a joint election agreement and contract for election services with Tarrant County for the May 2, 2026 General and Special Election.

Motion carried unanimously.

G. EXECUTIVE SESSION

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

Section 551.087

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

- 114 Development Group, LLC

City Council convened into closed session at 7:24 p.m. and reconvened into regular session at 8:02 p.m.

H. ADJOURNMENT

Motion made by Council Member Thompson and seconded by Council Member Darby to adjourn the meeting at 8:02 p.m.

Motion carried unanimously.

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

Lindsay Rawlinson, City Secretary



AGENDA ITEM

TO: City Council Members

SUBJECT: Consideration and approval of a Memorandum of Understanding with Benbrook Public Library for library courier service

MEETING DATE: February 24, 2026

DEPARTMENT: Library

ITEM SUMMARY:

This MOU between participating MetroShare libraries outlines the responsibilities of Benbrook Public Library's courier service for the group and explains how the cost is shared between libraries.

INFORMATION:

The MetroShare Community of Libraries consists of 11 area public libraries, including the Roanoke Public Library, who share a public catalog and provide reciprocal borrowing. Membership in this group provides Roanoke residents with access to more than 600,000 library materials. These materials can be accessed in person at participating libraries or through request for courier delivery to a specific nearby library. Benbrook Public library agrees to provide courier service to all MetroShare libraries, and participating libraries share the cost of the labor and fuel for the service.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

This is a cost-saving agreement. In 2025, the Roanoke Public Library paid approximately \$3400 and borrowed items whose value totals approximately \$130,000.

ATTACHMENTS:

1. 2026 courier MOU



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Benbrook Library District; the City of Burleson, Texas; the City of Decatur, Texas; the Forest Hill Library District; the City of Haltom City, Texas; the City of Haslet, Texas; the City of Keller, Texas; the City of Richland Hills, Texas; the City of Roanoke, Texas; the City of Saginaw, Texas; and the City of Watauga, Texas (individually referred to as “Party” and collectively referred to as “Parties”) effective October 1, 2026.

WHEREAS the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS the Parties have entered into an MOU (“Reciprocal Lending Agreement”) for the reciprocal lending of library materials; and

WHEREAS the Benbrook Library District (“Benbrook”) has acquired a vehicle suitable for transporting books and other library materials to Parties participating in the Reciprocal Lending Agreement.

NOW, THEREFORE, the Parties hereby contract, agree, and covenant for good and valuable consideration as follows:

I. Responsibilities of Parties

a. Benbrook’s Responsibilities

Benbrook agrees to:

- i. Acquire, maintain, and insure a vehicle suitable for the transportation of books and other library materials.
- ii. Hire employee(s) whose primary responsibility will be to transport books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties.
- iii. Use its best efforts to schedule the delivery of books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties on a consistent basis in accordance with the Schedule set forth in Exhibit A attached hereto and incorporated herein. Benbrook shall have no responsibility for delivering materials on days on which Benbrook is closed for holidays or staff training.
- iv. Provide a monthly report that is shared with the MetroShare Board of Directors regarding the services provided herein.
- v. Set a fair annual cost for the Parties’ total responsibilities based on gasoline expenses and the salary of employee(s) hired in accordance with paragraph I.a.ii.
- vi. Issue invoices each October for the fees owed under the other Parties’ responsibilities.

- vii. In consideration of the administrative, financial, and similar obligations unique to Benbrook in fulfilling this MOU, the other Parties agree to indemnify Benbrook for any costs (including court costs and attorneys fees), loss, damage, injury, or death to persons or property resulting from any legal or equitable actions (“Claims”) in connection with Benbrook’s use of the vehicle, engagement of the employee(s), or related obligations which are the subject of this agreement, to extent such claims involve the other parties’ person(s) or property.

b. The Parties’ Responsibilities

- i. A committee of representatives from the Metroshare Board of Directors shall be formed every 3 years to evaluate and set the distribution of the Parties’ financial responsibilities amongst the Parties. This committee shall issue a final determination in what criteria is used to assign proportionate shares of the costs outlined in paragraph I.a.v. to each Party. All parties shall have the opportunity to participate on this committee, but participation is not required.
- ii. The amount to be paid by the Parties in 2026 is outlined in Exhibit B
- iii. The Parties (not including Benbrook) agree to:
 - 1. Pay the amount of their own share as determined by the committee in paragraph I.b.i.
 - 2. Pay invoices within 30 days of receipt

c. Dispute Resolution

Disputes arising between the Parties regarding lost materials shall be resolved by the Library Directors involved in the dispute. Should the Parties fail to resolve the dispute the current Chair of MetroShare will review the matter and issue a final determination. If the Chair is involved in the dispute, the Vice Chair will issue a final determination. If the Vice Chair is also involved in the dispute, the Secretary will issue a final determination.

II. Term

- a. The term of this MOU is for a period of one year beginning on October 1, 2026, and ending on September 30, 2027. This MOU shall automatically renew for successive one (1) year terms unless terminated as provided in section II.b. below.

b. Termination

- i. Any party to this MOU may, without stating cause or justification, terminate this MOU by giving written notice to the other Parties at least sixty (60) days in advance of the expiration of the then current Term.
- ii. If the Reciprocal Lending Agreement is terminated, this MOU will be automatically terminated at the same time.
- iii. Upon termination, the MOU and the Parties’ obligations will continue through the then current Term.

III. Each Party shall operate hereunder as an independent contractor and not as an officer, member, trustee, agent, servant, or employee of any other Party. Each Party shall be solely responsible for the acts and omissions of its officers, members, trustees, agents, servants, and employees. No Party shall be responsible under the Doctrine of Respondeat Superior

for the acts and omissions of officers, members, trustees, agents, servants, or employees of any other Party.

- IV. Nothing in this MOU shall waive any statutory or common-law immunity or defense of the Parties, nor shall anything contained within this MOU inure to the benefit of any third party.
- V. The persons executing this MOU are duly authorized to sign this MOU on behalf of such Party.
- VI. This MOU contains the entire agreement of the Parties with respect to the subject matter hereof. Each Party has participated in the negotiation and review of this MOU and the terms of this MOU shall not be construed against or in favor of a Party hereto merely because such Party or its counsel is a drafter of this MOU.
- VII. Unless notified otherwise in writing, all notices are required to be given to all Parties in writing and delivered in person or sent via certified mail to the other Parties at the following respective addresses:

Party	Representative	Address	City	State	ZIP
Benbrook Library District	Executive Director	1065 Mercedes St.	Benbrook	TX	76126
Burleson Public Library	Deputy Director-Library	248 SW Johnson Ave	Burleson	TX	76028
Decatur Public Library	Library Director	1700 S Highway 51	Decatur	TX	76234
Forest Hill Library District	Library Director	6962 Forest Hill Dr.	Forest Hill	TX	76140
Haltom City Public Library	Library Services Director	4809 Haltom Rd	Haltom City	TX	76117
Haslet Public Library	Library Director	100 Gammill St.	Haslet	TX	76052
Keller Public Library	Library Director	640 Johnson Rd	Keller	TX	76248
Richland Hills Public Library	Library Director	6724 Rena Dr	Richland Hills	TX	76118
Roanoke Public Library	Library & Museum Director	308 S Walnut St	Roanoke	TX	76262
Saginaw Public Library	Library Director	304 W McLeroy Blvd	Saginaw	TX	76179
Watauga Public Library	Library Director	7109 Whitley Rd	Watauga	TX	76148

(SIGNATURE PAGES TO FOLLOW)

EXECUTED this ____ day of _____, 202__, by the Benbrook Library District.

BENBROOK LIBRARY DISTRICT

By: _____

Carol Hafer
President, Board of Trustees

Attest: _____

Erica Richardson, Executive Director

EXECUTED this ____ day of _____, 202__, by the City of Burleson, Texas.

CITY OF BURLESON, TEXAS

By: _____

Tommy Ludwig, City Manager

Attest: _____

_____, City Secretary

EXECUTED this ____ day of _____, 202__, by the City of Decatur, Texas.

CITY OF DECATUR, TEXAS

By: _____

Nate Mara, City Manager

Attest: _____

Asucena Delgado, City Secretary

EXECUTED this ____ day of _____, 202__, by the Forest Hill Library District.

FOREST HILL LIBRARY DISTRICT

By: _____

Nicole Johnson, President, Board of Trustees

Attest: _____

Title: _____

Name: _____

EXECUTED this ____ day of _____, 202__, by the City of Haltom City, Texas.

CITY OF HALTOM CITY, TEXAS

By: _____
Rex Phelps, City Manager

Attest: _____
Imelda Rodriguez, City Secretary

EXECUTED this ____ day of _____, 202__, by the City of Haslet, Texas.

CITY OF HASLET, TEXAS

By: _____
Gary Hulse, Mayor

Attest: _____
Katrina White, Acting City Secretary

EXECUTED this ____ day of _____, 202__, by the City of Keller, Texas.

CITY OF KELLER, TEXAS

By: _____
Aaron Rector, City Manager

Attest: _____
Kelly Ballard, City Secretary

EXECUTED this ____ day of _____, 202__, by the City of Richland Hills, Texas.

CITY OF RICHLAND HILLS, TEXAS

By: _____
Candice Edmonson, City Manager

Attest: _____
_____, City Secretary

EXECUTED this ____ day of _____, 202__, by the City of Roanoke, Texas.

CITY OF ROANOKE, TEXAS

By: _____
Cody Petree, City Manager

Attest: _____
_____, City Secretary

EXECUTED this ____ day of _____, 202__, by the City of Saginaw, Texas.

CITY OF SAGINAW, TEXAS

By: _____
Gabe Reaume, City Manager

Attest: _____
_____, City Secretary

EXECUTED this ____ day of _____, 202__, by the City of Watauga, Texas.

CITY OF WATAUGA, TEXAS

By: _____
Sandra Gibson, City Manager

Attest: _____
_____, City Secretary

**EXHIBIT A:
ROUTE**

Delivery Schedule

Library	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays	Sundays
Benbrook Library District	x	x	x	x	x		
Burleson Public Library	x	x	x	x	x		
Decatur Public Library	x			x			
Forest Hill Library District	x			x			
Haltom City Public Library		x			x		
Haslet Public Library	x			x			
Keller Public Library	x	x	x	x	x		
Richland Hills Public Library			x		x		
Roanoke Public Library	x		x		x		
Saginaw Public Library			x		x		
Watauga Public Library		x		x			

Library Closings

If a Party library will be closed on a day that they would typically accept deliveries, they must notify the Benbrook Library at least 7 days in advance.

In the event of inclement weather, Benbrook will decide whether the roads are fit for safe transit and will notify the other Parties at the time the decision is made.

On days that the Benbrook Library is closed for holidays or staff training, no deliveries will be made. The following are the holidays typically observed by the Benbrook Library. Benbrook will notify parties if these holidays will be observed on days other than the official holiday date.

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Memorial Day
Independence Day
Labor Day
Martin Luther King Jr Day
Juneteenth

EXHIBIT B:
2026 FINANCIAL RESPONSIBILITY OF PARTIES

Party	2026 Responsibility
Benbrook Library District	\$0.00
Burleson Public Library	\$9,109.00
Decatur Public Library	\$4,130.00
Forest Hill Library District	\$2,000.00
Haltom City Public Library	\$5,679.00
Haslet Public Library	\$2,000.00
Keller Public Library	\$10,000.00
Richland Hills Public Library	\$2,000.00
Roanoke Public Library	\$3,459.00
Saginaw Public Library	\$3,890.00
Watauga Public Library	\$4,744.00
TOTAL	\$47,011.00

EXHIBIT C:
2025 Courier Pricing Committee Report

The MetroShare Courier Pricing Committee met Friday, January 17, 2025, to discuss how to divide the cost of the 25/26 FY courier service.

Committee members agreed that

- Benbrook Library should determine the cost of the courier.
- Benbrook Library's supply of the van and its organization of the courier service is their contribution, as this total far exceeds the amount paid for service by any other library.
- Using a single factor to determine each library's share does not account for the complexity of each library's unique set of circumstances, so multiple factors should be considered to calculate each library's contribution.
- There should be a minimum (\$2,000) and maximum (\$10,000) cost for courier service.
- Each library's contribution should be based on a variety of factors, including:
 - Library size
 - Library budget
 - Number of items borrowed through MetroShare
- Cost share should be determined annually, using the most recent data available
- Member libraries will be presented with a detailed invoice that includes an estimated cost savings based on their use of the courier

Using the principles listed above, the **committee recommends the following calculation method** for courier service¹

Unless otherwise noted, data used for calculation is the most recently published TSLAC Public Library Data:

- 1. Figuring the cost per library for each of the determining factors listed below**
 - a. Total Operating Revenue**
 - i. Yearly operating revenue for all member libraries is totaled
 - ii. Percentage of the whole for each library is calculated
 - iii. Total courier cost is distributed according to that percentage
 - b. Population**
 - i. Service population of each library for all member libraries is totaled
 - ii. Percentage of the whole for each library is calculate
 - iii. Total courier cost is distributed according to that percentage.
 - c. Total Circulation**
 - i. Yearly circulation for all member libraries is totaled
 - ii. Percentage of the whole for each library is calculated
 - iii. Total courier cost is distributed according to that percentage.
 - d. MetroShare Borrows**

¹ Unless otherwise noted, data used for calculation is the most recently published TSLAC Public Library Data.

- i. Koha reporting is used to determine the number of MetroShare borrows each library made in the past year
- ii. Yearly MetroShare borrows are totaled
- iii. Percentage of the whole for each library is calculated
- iv. Total courier cost is distributed according to that percentage

e. Shared Cost By Tier

- i. Libraries are divided into 3 tiers by service population
 - 1. Tier 1 - up to 20,000
 - 2. Tier 2 - 20,001 to 30,000
 - 3. Tier 3 - >30,000
- ii. Cost is distributed among libraries according to tier, using the following key:
 - 1. Tier 1 - 5% of total courier cost
 - 2. Tier 2 - 11% of total courier cost
 - 3. Tier 3 - 15% of total courier cost

- 2. **Averaging the cost of those factors for each library**
- 3. **If necessary, adjusting the average for any library with a result below \$2,000 and any library with a result above \$10,000**
- 4. **If necessary, re-distributing the overage or underage of the minimum/maximum adjustments equally among all other libraries.**



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Approve an order cancelling the May 2, 2026 General Election and declaring candidates for City Council Ward 1, Ward 2, and Ward 3 be elected in accordance with provisions of Subchapter C of Chapter 2, Texas Election Code

MEETING DATE: February 24, 2026

DEPARTMENT: City Secretary

ITEM SUMMARY:

Approve an order cancelling the May 2, 2026 General Election and declaring candidates for City Council Ward 1, Ward 2, and Ward 3 be elected in accordance with provisions of Subchapter C of Chapter 2, Texas Election Code

INFORMATION:

The City Council ordered a General Election for three City Council Members, one per ward, all three for three-year terms on the May 2, 2026 uniform election date. The filing period was 8:00 a.m. Wednesday, January 14, 2026 through 5:00 p.m. Friday, February 13, 2026. As of the filing deadline, the City Secretary's Office had received only one application for each Ward: Holly Gray — Ward 1, Brian Darby — Ward 2, and David Brundage — Ward 3.

The Certification of Unopposed Status was delivered to Council via email on Tuesday, February 17, 2026, after the close of the write-in candidate filing deadline pursuant to Section 2.052 of the Texas Election Code. Therefore, in accordance with Section 2.053 of the Texas Election Code, the City Council may declare Ms. Gray, Mr. Darby, and Mr. Brundage elected to office. The attached Order of Cancellation thereby cancels the General Election.

Pursuant to the Texas Election Code, Ms. Gray, Mr. Darby, and Mr. Brundage cannot be issued a certificate of election and be sworn in until the third day after the May 2, 2026 election, and therefore, they can receive their certification and be sworn into office at the Council meeting on May 12, 2026.

Pursuant to Section 2.053(c) of the Election Code, since the city is still holding a Special Election, Ms. Gray, Mr. Darby, and Mr. Brundage would still appear on the



AGENDA ITEM

ballot under the title: “Unopposed Candidates Declared Elected” but no votes would be cast in connection with the candidates.

STAFF RECOMMENDATION:

Approve an order cancelling the May 2, 2026 General Election and declaring candidates for City Council Ward 1, Ward 2, and Ward 3 be elected in accordance with provisions of Subchapter C of Chapter 2, Texas Election Code

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CERTIFICATION OF UNOPPOSED STATUS
2. Order of Cancellation



CERTIFICATION OF UNOPPOSED STATUS

I, Lindsay Rawlinson, City Secretary of the City of Roanoke, Texas, do hereby certify that the candidates for City Council, Ward 1, Ward 2, and Ward 3 in the May 2, 2026 General Election are unopposed.

Pursuant to Election Code Section 2.052, this certification is made after the filing deadline for placement on the ballot and after the filing deadline for write-in candidates.

Certified this the 17th day of February 2026.

Lindsay Rawlinson, TRMC, CPM
City Secretary

ORDER OF CANCELLATION
DE ORDEN DE CANCELACIÓN
LỆNH HỦY BỎ

The City of Roanoke, Texas hereby cancels the general election scheduled to be held on
(official name of governing body)
May 2, 2026 in accordance with Section 2.053(a) of the Texas
(date on which election was scheduled to be held)
Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

El Ciudad de Roanoke, Tejas por la presente cancela la elección que, de lo contrario,
(nombre oficial de la entidad gobernante)
se hubiera celebrado 2 de mayo de 2026 de conformidad, con
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos unicos y por la presente quedan elegidos como se haya indicado a
continuación:

Thành phố Roanoke, Texas hướng hủy bỏ các cuộc bầu cử dự kiến sẽ được tổ chức vào
(tên chính thức của cơ quan chủ quản)
Tháng năm 2, 2026 theo quy định của mục 2.053(a) của Texas Bầu cử mã.
(trên đó bầu cử đã được dự kiến sẽ được tổ chức ngày)
Các ứng viên đã chứng nhận là unopposed và hướng được bầu làm như sau:

Candidate (Candidato)(Thị sinh)	Office Sought (Cargo al que presenta candidatura) (Văn phòng mua)
Holly Gray	City Council Ward 1 (Ayuntamiento, Distrito 1) (Hội đồng thành phố, Khu vực bầu cử 1)
Brian Darby	City Council Ward 2 (Ayuntamiento, Distrito 2) (Hội đồng thành phố, Khu vực bầu cử 2)
David Brundage	City Council Ward 3 (Ayuntamiento, Distrito 3) (Hội đồng thành phố, Khu vực bầu cử 3)

A copy of this order will be posted on Election Day at each polling place that would have been
used in the election.
El Dia de las Elecciones se exhibird una copia de esta orden en todas las mesas electorates que
se hubieran utilizado en la elección.
Một bản sao của lệnh này sẽ được đăng vào ngày bầu cử tại mỗi địa điểm phòng phiếu nào đã
được sử dụng trong cuộc bầu cử.

<u>Mayor (Alcalde) (Thị trưởng)</u>	<u>City Secretary (Secretaria de la Ciudad)</u> (Ngày nhận con nuôi) (seal) (sello)(nim phong)
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February 24, 2026 (24 de Febrero de 2026) (Ngày 24 tháng 2 năm 2026)
Date of adoption (Fecha de adopción) (Ngày nhận con nuôi)



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO. 2026-102R Advance Funding Agreement ("AFA") - TXDOT Green Ribbon Program Project

MEETING DATE: February 24, 2026

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval of Resolution No. 2026-102R approving an Advance Funding Agreement ("AFA") with the Texas Department of Transportation for a TXDOT Green Ribbon Program Project consisting of landscaping and irrigation improvements to U.S. 377 from Denton Street to North of State Highway 114, AFA CSJ 0081-03-069; and providing for an immediate effective date.

INFORMATION:

Resolution approving an Advance Funding Agreement ("AFA") with the Texas Department of Transportation for Phase II of the TXDOT Green Ribbon Program Project consisting of landscaping and irrigation improvements to U.S. 377 from Denton Street to North of State Highway 114. Phase I of the TXDOT Green Ribbon Program Project consisting of landscaping and irrigation improvements to U.S. 377 from Denton Street to Parish Lane.

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 1 AFA LongGen Signature Pages (31)
2. RES NO 2026-102R - Approving TxDOT AFA

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-03-069	AFA ID	Z00012412	CFDA No.	20.205
AFA CSJs	0081-03-069			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35800		
Project Name	US 377 from Denton Street to N of SH 114			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Green Ribbon Program On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Roanoke**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscape and scenic enhancements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	State*	Utilities	Article 8
2.	State*	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	State*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of landscape and scenic enhancements to include trees, shrubs, ground cover and irrigation on US 377 from Denton St to north of SH114 as shown on attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of

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Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to

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- adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as

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acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any

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cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

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In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

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on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Roanoke ATTN: City Manager 500 S Oak St. Roanoke, TX 76262	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or

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is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

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District #	18	Code Chart 64#	35800		
Project Name	US 377 from Denton Street to N of SH 114			AFA Not Used For Research & Development	

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-03-069	AFA ID	Z00012412	CFDA No.	20.205
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discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts,

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subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance

TxDOT:				Federal Highway Administration:	
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- Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

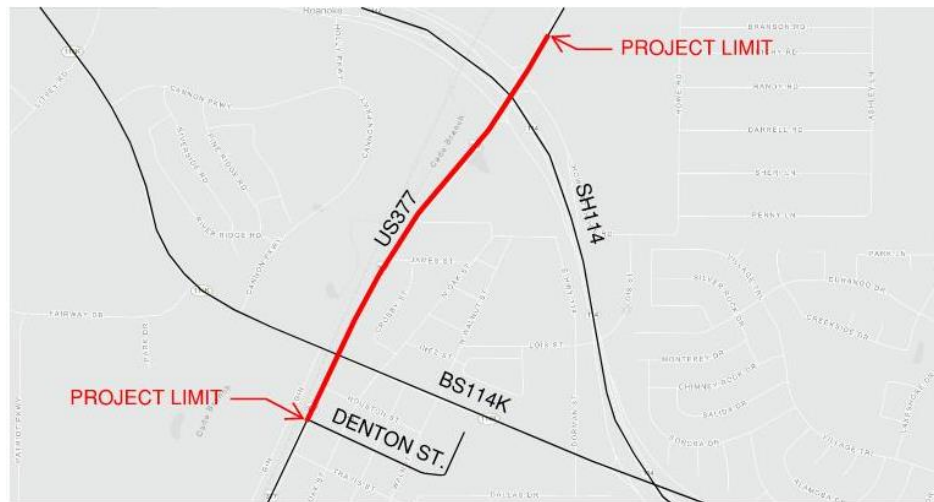
Typed or Printed Name

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-03-069	AFA ID	Z00012412	CFDA No.	20.205
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ATTACHMENT A LOCATION MAP SHOWING PROJECT



City of Roanoke, Txeas

**Project Limits:
On US 377 from Denton St. to north of SH 114**

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-03-069	AFA ID	Z00012412	CFDA No.	20.205
AFA CSJs	0081-03-069			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35800		
Project Name	US 377 from Denton Street to N of SH 114			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the project cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$483,000.00	80%	\$386,400.00	20%	\$96,600.00	0%	\$0
Subtotal	\$483,000.00		\$386,400.00		\$96,600.00		\$0
Environmental Direct State Costs	\$6,037.50	0%	\$0	100%	\$6,037.50	0%	\$0
Engineering Direct State Costs	\$31,384.86	0%	\$0	100%	\$31,384.86	0%	\$0
Right of Way Direct State Costs	\$6,037.50	0%	\$0	100%	\$6,037.50	0%	\$0
Utility Direct State Costs	\$6,037.50	0%	\$0	100%	\$6,037.50	0%	\$0
Construction Direct State Costs	\$24,150.00	0%	\$0	100%	\$24,150.00	0%	\$0
Subtotal	\$73,647.36		\$0		\$73,647.36		\$0
Indirect State Costs (5.29%)	\$25,550.70	0%	\$0	0%	\$25,550.70	0%	\$0
TOTAL	\$582,198.06		\$386,400.00		\$195,798.06		\$0

Initial payment by the Local Government to the State: \$0.00.

Payment by the Local Government to the State before construction: \$0.00.

Estimated total payment by the Local Government to the State \$0.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

RESOLUTION NO. 2026-102R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (“AFA”) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR GREEN RIBBON PROGRAM ON-SYSTEM, U.S. 377 FROM DENTON STREET TO N. OF STATE HIGHWAY 114, AFA CSJ’S 0081-03-069; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, on August 22, 2024, via Minute Order 116752, the Texas Transportation Commission authorized the U.S. 377 from Denton Street to N. of SH 114 project (the “Project”) to receive 80% Federal Funding in the amount of \$386,400.00 and 20% State Funding and payment of certain costs in the amount of \$195,798.06, and the City being responsible for any cost overruns for the Project which consists of landscaping and scenic improvements which includes trees, shrubs, ground cover and irrigation work on U.S. 377 from Denton Street to north of SH 114, and Texas Department of Transportation (“TxDOT”) oversight; and

WHEREAS, the City of Roanoke, Texas, commits to provide the match. The local match is comprised of cash; and

WHEREAS, the City of Roanoke, Texas, is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of Roanoke, Texas, desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

Section 1. 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. The City Council of the City of Roanoke, Texas, hereby approves the AFA and authorizes the Mayor or City Manager to execute said AFA with TxDot for this Project.

Section 3. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Council of the City of Roanoke, Texas, on this the 24th day of February, 2026.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

Lindsay Rawlinson, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Consider approval to award a bid to McMahon Contracting, LP for the reconstruction and improvements of North Walnut Street

MEETING DATE: February 24, 2026

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval to award a bid to McMahon Contracting, LP for the reconstruction and improvements of North Walnut Street, between Byron Nelson and North Oak Street, also including storm drain improvements along the 300 Block of Lois Street for an amount not to exceed \$3,550,013.34

INFORMATION:

The approval of the North Walnut Street reconstruction project will include the reconstruction of North Walnut Street between Byron Nelson and North Oak Street. This reconstruction project will include concrete street, curb/gutter drainage improvements, sidewalk and street lighting along North Walnut and additional storm drain in the 300 Bk of Lois St.

STAFF RECOMMENDATION:

Staff Recommends Approval

SPECIAL CONSIDERATION:

This project has been selected and approved as part of the Denton County Bond. Dorman will be reimbursable at fifty percent of the cost.

FINANCIAL CONSIDERATION:

The total financial impact is three million, five hundred fifty-thousand-thirteen dollars and thirty-four cents. (\$3,550,013.34)

ATTACHMENTS:

1. Letter of Recommendation - Walnut Street Improvements

February 10, 2026

Shawn Wilkinson
Director of Public Works
City of Roanoke, Texas
265 Marshall Creek
Roanoke, TX 76262

RE: Recommendation of Award
Walnut Street Improvements
tnp No.: ROA 23602

Dear Shawn:

On February 4, 2026, the City of Roanoke received bids for the reconstruction of and improvements to Walnut Street in Roanoke. The project consists of reconstructing the paving, drainage, water, and sewer along Walnut Street between Byron Nelson Blvd. and North Oak St.

The City received eight responsive bids, and TNP prepared a bid tabulation. The table below includes the lowest three bidders and their bid totals listed from lowest to highest:

Bidder:	Total bid (incl Contingency):
McMahon Contracting LP	\$ 3,550,013.34
Quality Excavation	\$ 3,574,300.90
GRod construction, LLC.	\$ 3,609,203.50
Engineer's Estimate	\$ 4,262,903.00

We have analyzed the bid tabulations and found no significant anomalies.

TNP has previous work experience with McMahon Contracting LP. on several construction projects, and we have found their performance to be satisfactory. Additionally, three neighboring municipalities provided positive recommendations. Our research and evaluations indicate that McMahon Contracting LP. is qualified to perform this construction work, therefore **we recommend awarding the bid contract to McMahon Contracting LP.** for the contract amount of **\$ 3,550,013.34.**

Feel free to contact us if you have any questions.

tnp
teague nall & perkins



Schaeffer Harris, P.E.
Project Manager



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ILA - North Central Texas Council of Governments

MEETING DATE: February 24, 2026

DEPARTMENT: Fire

ITEM SUMMARY:

Consider approval of an Interlocal Agreement (ILA) between the City of Roanoke and the North Central Texas Council of Governments (NCTCOG).

INFORMATION:

On May 27, 2025, City Council approved Resolution No. 2025-105R authorizing the City of Roanoke to apply for the North Central Texas Council of Governments (NCTCOG) Regional Solid Waste Program Grant. The City was recently awarded grant funding in the amount of \$49,960.

Approval of the Interlocal Agreement (ILA) with NCTCOG will allow the City to proceed with implementation of the solid waste grant for the development and support of the City's Disaster Debris Management Plan (DDMP).

STAFF RECOMMENDATION:

Staff recommends approval of an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) to facilitate implementation of the solid waste grant for the development and support of the City's Disaster Debris Management Plan (DDMP).

SPECIAL CONSIDERATION:

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

FINANCIAL CONSIDERATION:



AGENDA ITEM

This grant has been approved by the Finance Director.

ATTACHMENTS:

1. ILA Roanoke_FY26-27

**INTERLOCAL AGREEMENT
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
CITY OF ROANOKE**

1. AGREEMENT PARTIES

This Interlocal Agreement ("Agreement") is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement. This Agreement, including all Attachments, represents the entire Agreement between the parties.

Funding Agency: North Central Texas Council of Governments
Herein referred to as: NCTCOG

Subrecipient: City of Roanoke
Herein referred to as: SUBRECIPIENT

2. PURPOSE

The purpose of this Agreement is to define the scope of services for this solid waste implementation project and to ensure the project meets the provisions of §361.014(b) of the Texas Health and Safety Code and the regional solid waste management plan goals and objectives.

3. SERVICES

For the Disaster Debris Management Plan for the City of Roanoke and the Town of Trophy Club Project, the SUBRECIPIENT shall complete all work as specified in this Agreement and all Attachments. The following are attached and incorporated into this Agreement:

- Attachment A – Scope of Work
- Attachment B – Project Budget and Detailed Cost Sheets
- Attachment C – Supplemental Funding Standards
- Attachment D – Funding Agency Requirements for Implementation Projects
- Attachment E – Reporting Forms and Deadlines
- Attachment F – TCEQ Flowdown Provisions

The SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the SUBRECIPIENT under this Agreement.

The SUBRECIPIENT shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with the funding agency and contractual requirements and any and all applicable law. NCTCOG may require the SUBRECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the SUBRECIPIENT to ensure that such reports and services fulfill the purposes of this Agreement. The SUBRECIPIENT shall make the required corrections or revisions without additional cost to NCTCOG.

Neither NCTCOG'S review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and the SUBRECIPIENT shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney's fees and court costs caused by the SUBRECIPIENT'S negligent performance of any of the services furnished under this Agreement.

The obligations of the SUBRECIPIENT under this Article are in addition to the SUBRECIPIENT'S other express or implied assurances under this Agreement or applicable law.

4. TERM OF AGREEMENT

This Agreement is effective on the date signed by the last party and shall terminate on August 31, 2027, unless terminated earlier as provided herein.

5. AVAILABILITY OF FUNDS

The source of the funds provided by the Texas Commission on Environmental Quality (TCEQ) is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suite or obligation, as applicable. In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and SUBRECIPIENT has no further duty to perform under terms of this Agreement, and the agreement is terminated.

6. REIMBURSEMENTS AND PAYMENTS

The funding amount under this Agreement shall not exceed **forty nine thousand nine hundred sixty two dollars (\$49,962.00)** as detailed in Attachment B. All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment C and D. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment C and D.
- NCTCOG is not liable to the SUBRECIPIENT for costs paid or performance rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by SUBRECIPIENT and billed to NCTCOG by August 31, 2026 in order to be eligible for reimbursement. NCTCOG is not liable for any costs paid by SUBRECIPIENT in the performance of this Agreement that have not been billed to NCTCOG by August 31, 2026.

The SUBRECIPIENT must submit a Request for Reimbursement Form at least quarterly but not more frequently than once a month. If no reimbursement is requested, the SUBRECIPIENT should submit to NCTCOG, in writing, an explanation regarding why a reimbursement form is not being submitted. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make a reimbursement payment unless all required items, including any past due progress reports or other forms, have been provided and are deemed to be accurate. NCTCOG will not reimburse or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the

SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.

7. TERMINATION

Termination for Cause. NCTCOG may, upon providing **ten (10) days** written notice and the opportunity to cure to the SUBRECIPIENT, terminate this Agreement for cause if SUBRECIPIENT materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice NCTCOG's other remedies authorized by this Agreement or by law.

Termination for Convenience. NCTCOG may, upon providing **ten (10) days** written notice to the SUBRECIPIENT, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of NCTCOG or the SUBRECIPIENT. SUBRECIPIENT may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination as mutually agreed. SUBRECIPIENT shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

If, after termination for cause by NCTCOG, it is determined that the SUBRECIPIENT had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of NCTCOG.

Upon receipt of a termination notice the SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in progress.

8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

Representatives. The individual(s) named below are the representatives of NCTCOG and the SUBRECIPIENT. They are authorized to give and receive communications and direction on behalf of NCTCOG and the SUBRECIPIENT as indicated below. All communications including official Agreement notices must be addressed to the appropriate representative or his or her designee.

Changes in Representatives. Either party may change its representative by unilateral amendment.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in Agreement unless NCTCOG'S Executive Director has delegated that person to have such authority. The designated NCTCOG representative will provide direction to the SUBRECIPIENT on contractual and technical matters.

Project Representative:

Caralyn Dawson, Environment & Development
Planner
North Central Texas Council of Governments
Environment and Development Department
616 Six Flags DriveArlington, Texas 76011
TEL: (817) 608-2377
Email: cdawson@nctcog.org

Alternate Contact to Project Representative:

Hannah Ordonez, Environment & Development
Senior Planner
North Central Texas Council of Governments
Environment and Development Department
616 Six Flags DriveArlington, Texas 76011
TEL (817) 695-9215
Email: hordonez@nctcog.org

The SUBRECIPIENT hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as the Project Representative in contractual and technical matters:

Project Representative:

Amanda Meneses, Emergency Management
Coordinator
201 Fairway Drive
Roanoke, Texas 76262
TEL: (817) 491-8125
Email: ameneses@roanoketexas.com

Alternate Contact to Project Representative:

Shawn Wilkinson, Public Works Director
265 Marshall Creek Road
Roanoke, Texas 76262
TEL: (682) 549-1451
Email: swilkinson@roanoketexas.com

Electronic Signatures. Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

Records Location. The SUBRECIPIENT designates the following (physical) location for record access and review pursuant to any applicable provision of this Agreement.

City of Roanoke
201 Fairway Drive
Roanoke, Texas 76262

9. COMPLIANCE WITH APPLICABLE LAWS

The activities funded under this Agreement, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, permits, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- Chapters 361, 363, and 364 of the Texas Health and Safety Code
- Title 30 TAC Chapter 330, Subchapter O, TCEQ Rules
- Title 30 TAC Chapter 14, TCEQ Rules
- The Uniform Grant and Contract Management Act, Texas Government Code, §§ 783.001 et seq., the Texas Grant Management Standards (TxGMS), 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts (CPA) effective March 14, 2021, the rules are applicable by agreement under this grant) issued by CPA and formerly by the Texas Office of the Governor.
- General Appropriations Act, 84th Regular Legislative session
- Pursuant to Chapter 391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

TEXAS GRANT MANAGEMENT STANDARDS COMPLIANCE

All activities funded under this Contract must be in compliance with the Texas Grant Management Standards (TxGMS). The Subrecipient shall ensure all procurement activities are conducted in compliance with applicable provisions from the Texas Grant Management Standards for the procurement of equipment or goods and services through this Contract. The Subrecipient shall not proceed with procurement for any equipment under this Contract until NCTCOG has provided written preapproval. If the Subrecipient fails to meet the requirements as described above, NCTCOG may deny reimbursement requests. If such failure is determined after reimbursement has been made, Subrecipient agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by NCTCOG or the State. Specific required provisions are included in Attachment F.

REQUIRED TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FLOWDOWN PROVISIONS

The Subrecipient shall ensure compliance with funding agency requirements set for in Attachment F.

10. AGREEMENT AMENDMENTS

Agreement Changes/Adjustments. NCTCOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for Agreement changes. Agreement changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. Agreement changes such as: 1) an increase or decrease in the amount of compensation to the SUBRECIPIENT; 2) an extension or shortening of the term of the Agreement; 3) a significant change, as deemed by NCTCOG, in the scope of the Agreement or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG'S Executive Director, would require a written amendment to the Agreement signed by both parties.

Budget Amendments. The SUBRECIPIENT must receive written consent of the NCTCOG representative for any budget changes. Any budget change that increases the total cost in Attachment B, and not to exceed payment amount in Article 6, requires an amendment to this Agreement.

Extension of Agreement. An extension or shortening of the term of the Agreement must be requested by the SUBRECIPIENT in writing no later than June 15, 2026. NCTCOG in its sole discretion will determine whether or not an extension or shortening of the term of the Agreement will be granted.

11. PROGRESS REPORTING REQUIREMENTS

The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress, summary, and results reports in accordance with Attachment E. For any changes to the reporting due dates, the SUBRECIPIENT must obtain written prior approval for an extension from NCTCOG. All required reports must be submitted electronically to NCTCOG. Based on the quarterly progress reports submitted by the SUBRECIPIENT, an in-person meeting or conference call may be required at NCTCOG'S discretion in order to advance the project if certain milestones are not being met.

12. SUBRECIPIENT MONITORING

NCTCOG reserves the right to conduct onsite reviews, require additional documentation, require additional training and/or impose other specific conditions to address or minimize potential risk related to this Agreement, and in accordance with underlying grant requirements.

13. ADDITIONAL GENERAL TERMS AND CONDITIONS

No Debt against the State. This Agreement is contingent on the continuing appropriation of funds. This Agreement shall not be construed to create debt against the State of Texas.

TxGMS. Allowable Costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the TxGMS apply to this Agreement, including the criteria for Allowable Costs. Additional federal requirements apply if this Agreement is funded, in whole or in part, with federal funds.

No Interest for Delayed Payment. Because the SUBRECIPIENT is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

Audit of Funds. The SUBRECIPIENT understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, or any successor agency, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT further agrees to fully cooperate with NCTCOG or its successor in the conduct of the audit or investigation, including providing all records requested. SUBRECIPIENT shall ensure that this clause concerning the audit of funds accepted under this Agreement is included in any subcontract it awards.

Financial Records. SUBRECIPIENT shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request SUBRECIPIENT shall submit records in support of reimbursement requests. SUBRECIPIENT shall allow access during business hours to its financial records by NCTCOG and state agencies for the purpose of inspection and audit. Financial records regarding this Agreement shall be retained for a period of **four (4) years** after date of submission of the final reimbursement request.

If requested by NCTCOG, the SUBRECIPIENT agrees to provide NCTCOG the additional expense records and documentation materials, appropriate for the expense, for the time period requested. NCTCOG will provide reasonable time for SUBRECIPIENT to comply with the request for additional documentation and will allow reasonable time for SUBRECIPIENT to respond to findings of noncompliance or other issues.

Responsibility for the Scope of Work. SUBRECIPIENT undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the NCTCOG nor as a NCTCOG agent or employee. SUBRECIPIENT agrees that the Scope of Work is furnished and performed at SUBRECIPIENT's sole risk as to the means, methods, design, processes, procedures, and performance.

Inventory System. The Performing Party and its subrecipients must have an inventory system that maintains track of equipment, controlled assets, and also, all single unit acquisitions equal to or greater than **five hundred dollars (\$500)** and equal to or less than **nine thousand nine hundred ninety-nine dollars and ninety-nine cents (\$9,999.99)** (aggregated for the same types of items, for example, roll-off bins, recycling bins/carts). The inventories shall include purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997).

Independent Contractor. The parties agree that the SUBRECIPIENT is an independent contractor. Nothing in this Agreement shall create an employee-employer relationship between SUBRECIPIENT and NCTCOG. Nothing in this Agreement shall create a joint venture between NCTCOG and the SUBRECIPIENT.

Responsibilities for Subcontractors. The SUBRECIPIENT'S contractual costs must comply with allowable cost requirements. SUBRECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the SUBRECIPIENT under this Agreement shall be in accordance with the TxGMS and other applicable procurement laws. The SUBRECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBRECIPIENT shall ensure that all subcontractors comply with all provisions required by this Agreement. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect Agreement with SUBRECIPIENT shall be considered to be the acts and omissions of SUBRECIPIENT.

No Third-Party Beneficiary. NCTCOG does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between NCTCOG and any of the SUBRECIPIENT'S subcontractors, suppliers or other persons or organizations with a contractual relationship with the SUBRECIPIENT.

Time is of the Essence. SUBRECIPIENT'S timely performance is a material term of this Agreement.

Delays. Where SUBRECIPIENT's performance is delayed, except by Force Majeure or act of the NCTCOG, NCTCOG may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights (termination for convenience may be affected even in case of Force Majeure or act of NCTCOG).

Conflict of Interest. SUBRECIPIENT shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by SUBRECIPIENT or any related entity or individual, SUBRECIPIENT shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of SUBRECIPIENT, or members of their immediate families, or paid by subcontractors or subrecipients; or
- ii. Any organizational conflicts of interest between SUBRECIPIENT and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without NCTCOG'S written consent in the form of a unilateral amendment. SUBRECIPIENT agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

Quality and Acceptance. All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of the NCTCOG. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

Quality Assurance. All work performed under this Agreement that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and Environmental Protection Agency (EPA) requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to SUBRECIPIENT's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, SUBRECIPIENT'S failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

Laboratory Accreditation. Any laboratory data or analyses provided under this Agreement must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

Third Party Intellectual Property. Unless specifically modified in an amendment or waived in a unilateral amendment, SUBRECIPIENT must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Agreement. SUBRECIPIENT shall obtain and furnish to NCTCOG and TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for NCTCOG and TCEQ non-commercial purposes, and other purposes of the State of Texas.

Grant of License. SUBRECIPIENT grants to NCTCOG and TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial NCTCOG or TCEQ purpose any preexisting intellectual property belonging to the SUBRECIPIENT that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Agreement, and associated user documentation.

Insurance. Unless prohibited by law, the SUBRECIPIENT, and all Contractors performing Agreement activities on behalf of the SUBRECIPIENT, shall obtain and maintain during the Agreement period adequate insurance coverage sufficient to protect the SUBRECIPIENT and the NCTCOG from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

Indemnification. TO THE EXTENT AUTHORIZED BY LAW, THE SUBRECIPIENT SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF SUBRECIPIENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NCTCOG AND TCEQ AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

Payment of a Release. Neither payment by NCTCOG nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of SUBRECIPIENT from liability under this Agreement.

Schedule of Remedies available to the NCTCOG. The following Schedule of Remedies applies to this Agreement. In the event of SUBRECIPIENT's nonconformance, NCTCOG may do one or more of the following:

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the NCTCOG;
- Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- Suspend all or part of the Agreement activities or payments, or both, pending accepted revision of the nonconformity;

- Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

Opportunity to Cure. The SUBRECIPIENT will have a reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.

Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Agreement or applicable law does not preclude or limit the exercise of any other remedy available under this Agreement or applicable law.

The parties agree that this Agreement does not waive any sovereign immunity to which either party is entitled by law.

Survival of Obligations. Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for **four (4)** years beyond the termination or completion of the Agreement, or until **four (4)** years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Agreement or which in NCTCOG'S opinion is related to the subject matter of the Agreement. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

Delivery of Notice. Notices are deemed to be delivered **three (3)** working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

Interpretation of Time. All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

State, Federal Law. This Agreement is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

Severability. If any provision of this Agreement is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

Assignment. No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by SUBRECIPIENT will be binding on NCTCOG without its written consent, except as restricted by law. No assignment will release or discharge the SUBRECIPIENT from any duty or responsibility under the Agreement.

Venue. The SUBRECIPIENT agrees that any cause of action involving this Agreement arises solely in Tarrant County, Texas.

Publication. The SUBRECIPIENT must acknowledge the financial support of NCTCOG and TCEQ whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using the following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.:

“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase “Funded by TCEQ.” Consult with NCTCOG Project Representative to obtain TCEQ logo and for guidance on the proper display.

SUBRECIPIENT agrees to notify NCTCOG **five (5)** days prior to the publication or advertisement of information related to this Agreement. SUBRECIPIENT agrees not to use the NCTCOG or TCEQ logo or the NCTCOG or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate NCTCOG or TCEQ authority.

Waiver. With the exception of an express, written waiver in the form of a unilateral amendment signed by NCTCOG, no act or omission will constitute a waiver or release of SUBRECIPIENT’S obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

Compliance with Laws. NCTCOG relies on SUBRECIPIENT to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

Counterparts. This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

Accessibility. All electronic content and documents created as deliverables under this Agreement must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless NCTCOG agrees that exceptions or exemptions apply.

Internal Compliance Program. NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

Debarment/Suspension. SUBRECIPIENT is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SUBRECIPIENT and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”. SUBRECIPIENT shall certify its compliance through execution of the Agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

City of Roanoke

North Central Texas Council of Governments

Signature

Todd Little
Executive Director

Printed Name

Todd Little
Printed Name

Executive Director

Title

Title

Date

Date

ATTACHMENT A
SCOPE OF WORK

The City of Roanoke and the Town of Trophy Club are jointly requesting grant funding of **forty nine thousand nine hundred sixty two dollars (\$49,962.00)** to hire a qualified contracting agency to develop a comprehensive Disaster Debris Management Plan. This plan will ensure that disaster-generated debris is managed efficiently, in compliance with EPA and FEMA guidelines, and in a manner that prioritizes environmental safety. Additionally, the plan will align with federal reimbursement requirements, helping both jurisdictions recover eligible costs following a disaster event. The funds provided will be utilized **one hundred (100%)** percent for solid waste purposes and does not include the purchase of equipment for this project. There is no match associated with this project.

ATTACHMENT B
PROJECT BUDGET AND DETAILED COST SHEETS

Table 1: Project Budget

Budget Categories	Funding Approved
Equipment (unit cost of \$10,000 or more, and Controlled Assets \$500 to \$9,999.99)	\$0
Contractual (other than for Construction)	\$49,962.00
Construction	\$0
Detailed "Other" Expenses Budget	\$0
TOTAL COST	\$49,962.00

LIST MATCHING DETAILS

NOTE: Appropriate documentation must be included in order to receive credit for any eligible matching items. (i.e. proof of payment, proof of value etc).

N/A

DETAILED BUDGET SHEET - Contractual

This budget sheet should be completed if any expenses are entered for Contractual services in Table 1: Project Budget; otherwise omit **forty nine thousand nine hundred sixty two dollars (\$49,962.00)**.

All Contractual expenses **must** be pre-approved by NCTCOG. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the SUBRECIPIENT other than those related to construction. All local government municipal laws and regulations, including TxGMS, for bidding and Contractual for services must be followed during the project period.

Any expenses (including legal fees, staff time, travel and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are **not** allowable under this program.

The following is an itemized list of the Contractual expenses associated with the funded project, with as many specifications as possible:

Contractual	Costs
Contractor for Disaster Debris Management Plan	\$49,962.00

ATTACHMENT C **ELIGIBLE EXPENSE STANDARDS**

Contractual Expenses

All outlays that fall within the “Contractual” category of the budget shall be itemized by the SUBRECIPIENT on the Reimbursement Request Form.

No Contractual expenditures are eligible for reimbursement under this Agreement, unless such Agreements' scope of work has been approved ahead of time, in writing, by NCTCOG. Any amendments to the SUBRECIPIENT'S subcontract authorization for reimbursement under this Agreement, whether or not such subcontract required NCTCOG'S pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, must be approved in writing by NCTCOG.

Contractual expenses include professional (subcontracted) services. The SUBRECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the SUBRECIPIENT'S own internal policies and procedures. In addition, the SUBRECIPIENT is required to maintain documentation that the costs paid for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

In addition to the itemized Reimbursement Request Form, the SUBRECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order and an invoice, plus a copy of the check showing payment or bank transmittal.

Other Expenses

Any Request for Reimbursement must include an itemization of the expenses, using the Reimbursement Request Form.

No expenses under the “Other” budget category, including computer hardware or software purchases not included under the “Equipment” budget category, shall be eligible for reimbursement under this Agreement, unless approved ahead of time, in writing, by NCTCOG.

The “Other” expenses as identified in Attachment B of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Agreement Management Standards apply. All expenses budgeted under this “Other” category shall be itemized by the project SUBRECIPIENT when requesting reimbursement. Some expenses that may be appropriate include but are not necessarily limited to:

- Postage/Delivery
- Printing/Reproduction
- Advertising/Public Notices
- Signs
- Training
- Computer Hardware (Cost between \$500 and \$4,999 and not listed under “Equipment” Category)
- Computer Software
- Miscellaneous Other (includes anything not listed elsewhere in the budget)

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were paid (a copy of the check or bank transmittal) and shall include purchase orders, if issued, and invoices or receipts.

ATTACHMENT D

FUNDING AGENCY STANDARDS FOR IMPLEMENTATION GRANTS

In addition to the standards set forth in applicable law and regulations, the standards outlined below apply to all uses of the solid waste grant funds. These funding agency standards and limitations apply to all implementation project activities funded under this Agreement. The SUBRECIPIENT is responsible for ensuring compliance with these standards. Furthermore, at the discretion of NCTCOG and the funding agency, the Texas Commission on Environmental Quality (TCEQ), may deem certain expenses ineligible that are not explicitly stated in these Funding Standards. The SUBRECIPIENT should coordinate with NCTCOG to determine eligibility of all expenses prior to incurring project expenses.

General Standards

1. The provisions of the Texas Grant Management Standards (TxGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Agreement and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state Agreements by the Texas Facilities Commission.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Agreement through either a pass-through grant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d), TCEQ Regulations, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit and not-for-profit non-governmental entities.
6. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement and comply with **Attachment C**.
7. A project or service funded under this Agreement must be consistent with the NCTCOG Regional Solid Waste Plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal and were funded from a source other than a previous solid waste grant, may not be funded.
10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, Agreements for services of a lobbyist, or for dues to an organization, which employs or otherwise Agreements for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within

the boundaries of a permitted facility. The applicant and/or NCTCOG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by NCTCOG.

15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

Local Enforcement. Funds may not be provided to any law enforcement agency regulated by Texas Occupational Code, Title 10, Chapter 1701, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the SUBRECIPIENT must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property. Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

Funds may not be used for purchase of weapons, ammunition, and/or HazMat gear.

Litter and Illegal Dumping Cleanup and Community Collection Events. Lake and Waterway Cleanup events may be coordinated with the Keep Texas Beautiful organization. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses.

The local government sponsor must oversee the cleanup work or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, NCTCOG should consider withholding at least **ten (10)** percent of the reimbursements under a pass-through grant or sub agreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

Source Reduction and Recycling. Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Local Solid Waste Management Plans. All local solid waste management plans funded under this Agreement must be consistent with the NCTCOG's RSWMP, and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.

In selecting a local solid waste management plan project for funding, NCTCOG shall ensure that at least one year is available for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations. The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.

The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under 30 TAC 330, MSW Rules, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000 or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded. The following MSW facilities may be funded:

- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(g).
- Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
- Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
- Exempt local government recycling facilities as provided for under 30 TAC 328(a)(1).
- Notification tier recycling facilities that qualify under 30 TAC 330.11(e)(2).
- Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
- Notification tier liquid waste temporary storage facilities which qualify under 30 TAC 330.11(e)(5).
- Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (o).
- Notification tier used oil collection facilities which qualify under 30 TAC 324.71(1) or (3).

Household Hazardous Waste Management. All household hazardous waste collection, recycling, and/or disposal activities must be coordinated with the TCEQ'S HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Technical Studies. All technical studies funded must be consistent with NCTCOG'S regional solid waste management plan and prepared in accordance with Administrative Procedures provided by the TCEQ.

Educational and Training Projects. Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Other Types of Projects. If the TCEQ authorizes NCTCOG to fund additional types of projects, the authorization incorporated into the grant Agreement may include additional standards and restrictions that will apply to use of funds for that project or type of project.

ATTACHMENT E **REPORTING, FORMS, AND DEADLINES**

The SUBRECIPIENT agrees to provide, throughout the life of the project, quarterly, results, and follow-up reports to document the project's results during and after the culmination of the project. The required reporting forms can be found at <http://www.nctcog.org/solidwastegrants>.

Quarterly Reports. The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress reports documenting the accomplishments and units of work performed under this Agreement. The Quarterly Summary/Results Report form provided by NCTCOG will be due to NCTCOG on the dates indicated below:

Item	Due Date/Date of Importance	Notes
Start of Agreement	December 2025	Anticipated start date, based on approval processes and ILA execution
Report #1	March 13, 2026	Reporting Period: start of agreement through February 28, 2026
Report #2	June 15, 2026	Reporting Period: March 1, 2026 – May 31, 2026
Deadline for Written Request for Grant Deadline Extension	June 15, 2026	Grant recipient must submit in writing (email is acceptable) to the grant manager the request for a deadline extension, including new anticipated completion date for project. If deadline extension is permitted, NCTCOG may reserve the right to request additional reports through the extended grant period.
Grant Completion Deadline	August 31, 2026	
Report #3	September 15, 2026	Reporting Period: June 1, 2026 – August 31, 2026
Final Report	September 15, 2027	Reporting Period: September 1, 2026 (or end of reporting period from any additional reports as required) – August 31, 2027
Year Later Results Report	September 8, 2028	Reporting Period: September 1, 2027 – August 31, 2028

The SUBRECIPIENT'S Reports must contain adequate descriptions of all project activities performed in order to allow NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by NCTCOG and shared as appropriate with members of the RCC. Any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure NCTCOG that the activities are not prohibited. The SUBRECIPIENT shall comply with any reasonable request by NCTCOG for additional information on activities conducted for NCTCOG to adequately monitor the SUBRECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Agreement.

Results Report. A Results Report will be submitted by the SUBRECIPIENT in a format provided by NCTCOG. The Results Report should include information from the end of the project to the end of the biennium, August 31, 2027.

Year Later Follow-Up Results Report. The Year Later Follow-up Results Report will provide cumulative results to document the impact of the project beyond the date of this Agreement. The reporting form will be provided by NCTCOG.

ATTACHMENT F

FLOW DOWN PROVISIONS FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ Flow Down Provisions

1. Subrecipient shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Subrecipient or any related entity or individual, Subrecipient shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:
 - a. Any consulting fees or other compensation paid to employees, officers, agents of Subrecipient, or members of their immediate families, or paid by subcontractor or subrecipients; or
 - b. Any organizational conflicts of interest between Subrecipient and its subcontractors or subrecipients under a subaward.
2. No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without NCTCOG'S written consent. Subrecipient agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Consider approval to award a bid to SSC Signs and Lighting for 10-G-Idenification Devices for Roanoke Main Street Parking Garage and Downtown Signage for an amount not to exceed \$390,883.

MEETING DATE: February 24, 2026

DEPARTMENT: Administration

ITEM SUMMARY:

INFORMATION:

The signage will include 2 monument signs and 2 archway signs. The monument signs will be located at the intersection of Byron Nelson and Oak Street and on Hwy 377 behind Wise Guys. The archway signs will be located at Byron Nelson and Oak Street and on Oak Street in front of Wise Guys.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Downtown Roanoke Preliminary Planning Schedule (002) 2-9-2026
2. Recommendation Letter - City of Roanoke - 10-G & Alternate No. 4



Downtown Roanoke and Parking Garage

Customer Due Date 8/7/2026

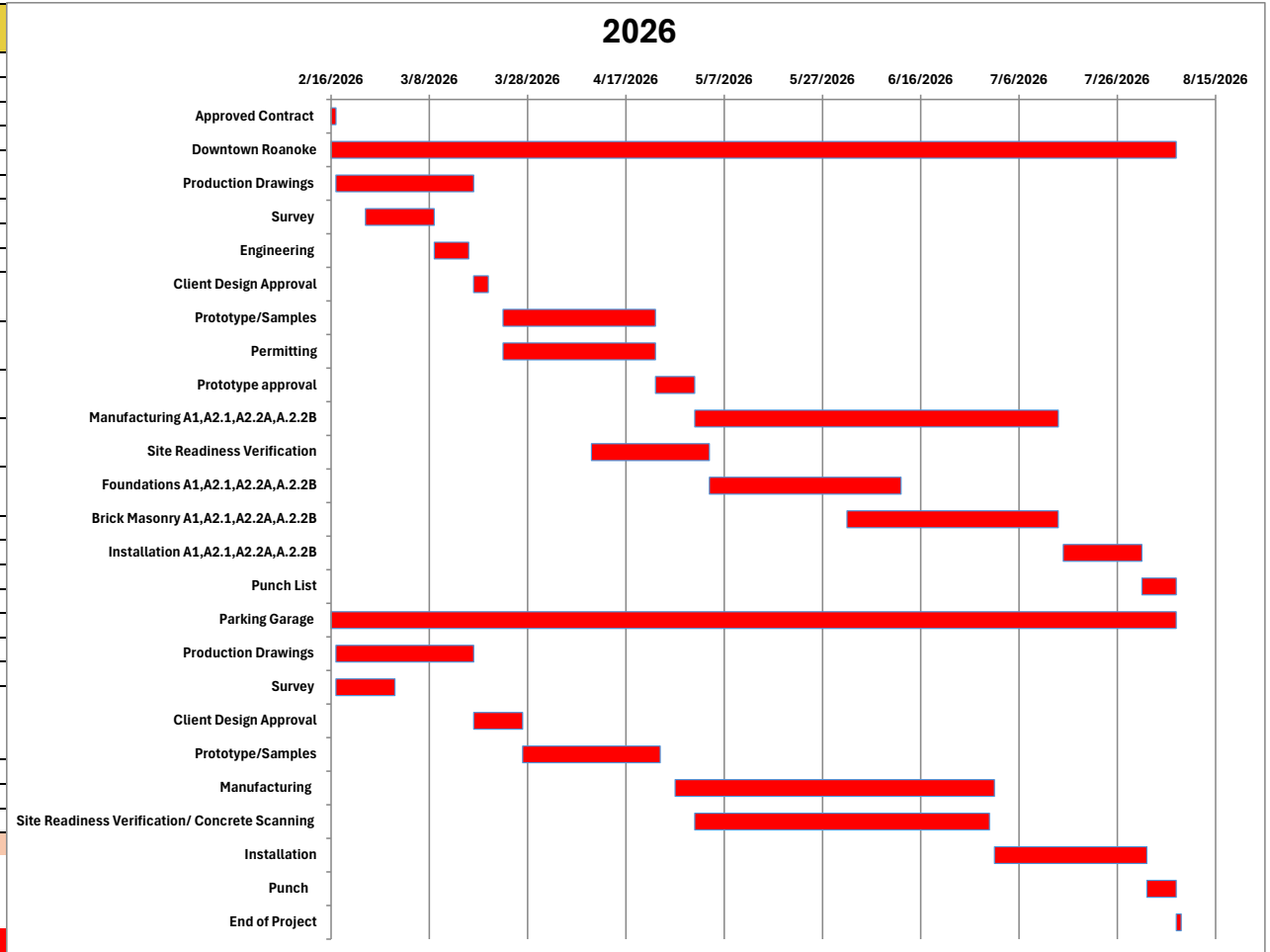
PLANNING SCHEDULE

Task Name	Start	End	Duration (days)
Approved Contract	2/16/2026	2/16/2026	1
Downtown Roanoke	2/16/2026	8/7/2026	172
Production Drawings	2/17/2026	3/17/2026	28
Survey	2/23/2026	3/9/2026	14
Engineering	3/9/2026	3/16/2026	7
Client Design Approval	3/17/2026	3/20/2026	3
Prototype/Samples	3/23/2026	4/23/2026	31
Permitting	3/23/2026	4/23/2026	31
Prototype approval	4/23/2026	5/1/2026	8
Manufacturing A1,A2.1,A2.2A,A.2.2B	5/1/2026	7/14/2026	74
Site Readiness Verification	4/10/2026	5/4/2026	24
Foundations A1,A2.1,A2.2A,A.2.2B	5/4/2026	6/12/2026	39
Brick Masonry A1,A2.1,A2.2A,A.2.2B	6/1/2026	7/14/2026	43
Installation A1,A2.1,A2.2A,A.2.2B	7/15/2026	7/31/2026	16
Punch List	7/31/2026	8/7/2026	7
Parking Garage	2/16/2026	8/7/2026	172
Production Drawings	2/17/2026	3/17/2026	28
Survey	2/17/2026	3/1/2026	12
Client Design Approval	3/17/2026	3/27/2026	10
Prototype/Samples	3/27/2026	4/24/2026	28
Manufacturing	4/27/2026	7/1/2026	65
Site Readiness Verification/ Concrete Scanning	5/1/2026	6/30/2026	60
Installation	7/1/2026	8/1/2026	31
Punch	8/1/2026	8/7/2026	6
End of Project	8/7/2026	8/7/2026	1
			172

Est. Total Working Days

Excudes Holidays

Indicates Critical Customer Milestones To Ensure Schedule Adhearance



SSCSIGNS.COM



ROANOKE MAIN STREET PARKING GARAGE

LETTER OF RECOMMENDATION FOR COUNCIL APPROVAL 02.24.2026

10-G - IDENTIFICATION DEVICES ALTERNATE NO. 4 - DOWNTOWN SIGNAGE



DIFFERENT FROM THE GROUND UP

GFFdesign

OAK STREET
EST. DISTRICT 1881

DALLAS | FORT WORTH | HOUSTON | WACO



GALLAGHER
A CUMMING GROUP COMPANY

February 12, 2026

Jeriahme Miller
City of Roanoke
500 S Oak St.
Roanoke, Tx 76262

**Re: Roanoke Main Street Parking Garage & Downtown Signage
Recommendation to Award – 10-G Identification Devices**

Jeriahme,

The City of Roanoke received competitive sealed proposals for the Roanoke Main Street Parking Garage & Downtown Signage on Tuesday, November 18, 2025. A copy of the proposal tabulation is attached for your reference.

The attached document(s) indicate the fees, contingencies, budgets, professional fees, amounts recommended for award, etc. for the project.

Gallagher Construction Company recommends that the Owner award SSC Signs and Lighting for 10-G – Identification Devices for Roanoke Main Street Parking Garage & Downtown Signage scope of work upon the contractor selection process and the Owner receiving the required insurance and bonds from each selected contractor. If the awarded contractor does not provide the required documents, award will be made to the respondent with the next highest evaluation.

Award of contracts will be made to the respondent offering the best value to the City of Roanoke based on evaluation of the proposals received using the following selection criteria as set forth in the bid documents:

1. Purchase price
2. Ability of Vendor to provide adequate manpower & resources to complete the Project(s) on schedule
3. Reputation of the Vendor
4. Quality of Vendor's work
5. Extent of Vendor's services to meet the needs of the Owner
6. Vendor's past relationship with the Owner and/or Construction Manager
7. Vendor's designation as a historically underutilized business
8. Total long-term cost to the Owner
9. Other criteria:
 - A. Has the Respondent constructed projects of similar size, type and complexity?
 - B. Are Respondent's personnel experienced in similar projects?
 - C. Does the Respondent stay on schedule?
 - D. Does the Respondent work well with the Owner on change orders?
 - E. Does the Respondent timely complete warranty work?

DIFFERENT FROM THE GROUND UP



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We have reviewed all proposals submitted in categories where only one proposal was received and have found the proposed amounts to be within an acceptable range for the scope of work in each respective work category.

Gallagher Construction Company is honored for the continued opportunity to work with the City of Roanoke and GFF Design. We look forward to the successful completion of this project.

Sincerely,

GALLAGHER CONSTRUCTION COMPANY

Jeff Fisher, President

cc:

Heather Abaya – GFF Design
Garrett Barker – GFF Design

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City of Roanoke
Main St. Parking Garage
Total Sheet
Bid Date: 12-18-25



CSP #	SCOPE	CONTRACTOR	TOTAL
01-B	Final Building Cleaning	ABS Operating LLC Advantage Building Services	\$ 36,276
03-A	Building Concrete	Lithko Contracting, LLC	\$ 5,230,200
04-A	Masonry	RC Masonry, LLC	\$ 1,658,623
05-A	Structural Steel & Erection	Lloyd Plyler Construction, LLP dba Plyler Fabrication	\$ 4,346,800
07-A	Roofing and Sheetmetal	Premiere Roofing	\$ 349,900
07-B	Joint Sealant	Southwest Sealers, Inc. dba Southwest Construction Services	\$ 61,500
07-C	Sprayed-On Fireproofing & Sprayed Insulation	TruTeam Builder Services Group, Inc. dba LCR Contractors	\$ 5,700
07-F	Formed Metal Louvers	Premiere Roofing	\$ 828,500
08-A	Frames, Doors & Hardware	All Door Services	\$ 52,856
08-C	Overhead Coiling Doors and Grilles	Overhead Door Company of Denison DBA Tex-Oma Builders Supply	\$ 13,062
09-A	Drywall and Acoustical	Southwest Drywall LLC	\$ 21,493
09-C	Tiling	Vector Concepts, Inc.	\$ 5,525
09-E	Painting and Wall Covering	Shahan & Son, Ltd.	\$ 423,066
10-A	Building Specialties	Spectrum Resource Group, LTD	\$ 32,566
10-G	Identification Devices	SSC Signs and Lighting	\$ 390,883
10-G	Identification Devices - Allowance	Estimate	\$ 10,000
11-K	Parking Control Equipment (Alternate)	Mitchell Adding Machine Co., Inc. dba Mitchell Time and Parking	\$ -
14-A	Elevator(s)	Schindler Elevator	\$ 157,000
21-A	Fire Sprinkler System	Service Fire & Industrial, Inc.	\$ 467,500
22-A	Plumbing	Dallas Mechanical Group, LLC	\$ 227,245
23-A	HVAC	Dallas Mechanical Group, LLC	\$ 89,749
26-A	Electrical	Ticer Electric, LLC	\$ 1,237,508
27-A	Voice and Data Cabling	JL Technology Group	\$ 38,000
27-C	Communication Systems	included w. 28-B & 28-C	\$ -
28-A	Fire Alarm	Service Fire & Industrial, Inc.	\$ 24,900
28-B	Security - Access Control Systems	Entech Sales & Service, LLC	\$ 156,700
28-C	Security - Video Camera Systems	Entech Sales & Service, LLC	\$ 93,300
31-A	Excavation	DM Services, LLC	\$ 263,125
31-E	Termite Control	Texoma Pest Management	\$ 2,400
32-A	Concrete Paving	Lithko Contracting, LLC	\$ 252,400
32-B	Landscape and Irrigation	Texas Yard Pro. Inc.	\$ 178,000
32-H	Pavement Markings	Johnson & Sons LLC	\$ 325,770
33-A	Site Utilities	Lithko Contracting, LLC	\$ 140,600
COST OF WORK			
1100	Survey and Layout	Estimate	\$ 5,000
1110	Subsurface Investigation - Utility Locate	Estimate	\$ 5,000
	Temporary Crane - Additional Rental Allowance	Estimate	\$ 200,000
	Allowance for Casing Piers	Estimate	\$ 150,000
1220	Laydown Yard and Temp Access	Estimate	\$ 50,000
1300	Temporary Fencing	Estimate	\$ 25,000
1310	Temporary Toilets	Estimate	\$ 50,000
1320	Temporary Power and Water	Estimate	\$ 150,000
1330	Storage Trailers	Estimate	\$ 50,000
1340	Waste Removal Services	Estimate	\$ 50,000
1350	Temporary Protection Provisions	Estimate	\$ 20,000
1370	Clean Up Equipment	Estimate	\$ 10,000
1380	Grading Equipment	Estimate	\$ 50,000
1390	General Cleanup	Estimate	\$ 30,000
1400	SWPPP Book/Inspections/Repairs	Merit Professional Services	\$ 7,446
1410	Traffic Control/TxDot - HWY 377	Estimate	\$ 250,000
1500	Mailing/Shipping Provisions/Printing	Estimate	\$ 2,500
1510	Printing	Estimate	\$ 2,500
1600	Builders Risk Insurance	Estimate	\$ 67,185
1700	CSP Contractor Commitment Contingency	Estimate	\$ 150,000
1710	Construction Contingency	Estimate	\$ 750,000
CONSTRUCTION COSTS TOTAL			\$ 19,195,778
FEES AND OWNER'S DIRECT EXPENSES			
2100	Architectural/Engineering Fees	GFF Design	\$ 916,000
	Alley Survey	TNP Surveying Services	\$ 1,800
2200	Geotechnical Reports	Geotex Engineering	\$ 24,500
2210	Material Testing and Inspection	Geotex Engineering	\$ 250,000
2300	HVAC Test & Balance	Estimate	\$ 7,500
2410	TAS Reviews and Inspections	Estimate	\$ 5,000
2450	Jobsite Security/Surveillance	Estimate	\$ 35,000
FEES AND OWNER'S DIRECT EXPENSES TOTAL			\$ 1,239,800
FURNITURE, FIXTURES, & EQUIPMENT (FF&E)			
3100	Furniture, Fixtures, and Equipment	Estimate	\$ -
FURNITURE, FIXTURES, & EQUIPMENT (FF&E) TOTAL			\$ -

MISCELLANEOUS CONTINGENCIES				
4210	Gas/Electric Utility Allowance	Estimate	\$	175,000
4220	Technology Allowance	Estimate	\$	75,000
	Leasing Land - Laydown	Estimate	\$	39,000
	Leasing Land - Trailer	Estimate	\$	39,000
4250	AES Radio Dialer/Elevator Cell Dialers	Estimate	\$	7,500
4300	Owner Contingency	Estimate	\$	200,000
MISCELLANEOUS CONTINGENCIES TOTAL			\$	535,500
PROJECT COSTS SUB-TOTAL				\$ 20,971,078
CONSTRUCTION MANAGER FEE				
1800	Constr Mgmt Fee and General Requirements	Gallagher	\$	1,394,577
CONSTRUCTION MANAGER FEE TOTAL			\$	1,394,577
TOTAL PROJECT COST				\$ 22,365,655
			BUDGET	\$ 23,500,000
			OVER / UNDER	\$ (1,134,345)
SCOPE ADJUSTMENTS TO CONTRACTS				
SCOPE ADJUSTMENTS TO CONTRACTS TOTAL				\$ 764,977
TOTAL COST W/ SCOPE ADJUSTMENTS TO CONTRACTS				\$ 23,130,632
			BUDGET	\$ 23,500,000
			OVER / UNDER	\$ (369,368)
ALTERNATES				
ALT # 1	VEHICULAR TRAFFIC COATINGS - LEVELS 4 AND 5		\$ 319,789.00	\$ 319,789
ALT # 4	DOWNTOWN SIGNAGE - PHASE 1		\$ 1,048,541.00	\$ 1,048,541
ALTERNATE SCOPE ADJUSTMENTS				
ALTERNATES TOTAL - INCL. ALTERNATE SCOPE ADJUSTMENTS			ADD/DEDUCT \$	\$ 1,368,330
TOTAL COST W/ ALTERNATES				\$ 24,498,962
			BUDGET	\$ 23,500,000
			OVER / UNDER	\$ 998,962

ROANOKE MAIN STREET PARKING GARAGE & DOWNTOWN SIGNAGE

- ALTERNATE NO. 4 COST BREAKDOWN

REMOVED FROM SCOPE

CSP Packages	Overhead Signage A1 - District Gateway Identitiy	Monument Signage A2.1 - 377	Monument Signage A2.2a - Oak St. & Parish	Monument Signage A2.2b - Oak St. & Byron Nelson	Total Cost per CSP Package
07-B - Joint Sealants	\$4,400.00	n/a	n/a	n/a	\$4,400
10-G Signage - Incl. Concrete Foundation, Masonry, and Painting	\$257,086.00	\$195,478.00	n/a	\$166,546.00	\$619,110
26-A Electric	\$27,374.00	\$82,121.00	n/a	\$54,747.00	\$164,242
32-A Concrete Paving - Incl. Site Demo	\$84,300.00	n/a	n/a	n/a	\$84,300
32-B - Landscaping	\$22,362.00	\$34,888.00	n/a	\$15,418.00	\$72,668
Cost Breakdown per CSP Signage	\$395,522	\$312,487	\$0	\$236,711	\$944,720

Soft Cost: Contingency, Building Risk Insurance, and CM Fee \$103,821

Total Overall Cost for Alternate No. 4 - Downtown Signage - excluding Monument Sign A2.2a \$1,048,541

Project:

Bid Date:

Roanoke Main Street Parking Garage & Downtown Signage - Re-Proposal

Thursday, December 18, 2025

CSP 05-A	STRUCTURAL STEEL & ERECTION	1	2	3	4	5	Roanoke Main Street Parking Garage TOTAL	COMBINATION PROPOSAL	Alt #1 Vehicular Traffic Coatings	Alt #2 CMU	Alt #3 Parking Control Equipment	Alt #4 Downtown Signage Phase 1
	Barrier Cable Systems, Inc.						\$ 138,800					
	Plyer Fabrication	X	X	X	X	X	\$ 4,346,800					
	Alamo Structural Steel						\$ 5,266,520					
CSP 10-G	IDENTIFICATION DEVICES	1	2	3	4	5	Roanoke Main Street Parking Garage TOTAL	COMBINATION PROPOSAL	Alt #1 Vehicular Traffic Coatings	Alt #2 CMU	Alt #3 Parking Control Equipment	Alt #4 Downtown Signage Phase 1
	Knight Sign Industries, Inc.	X	X	X	X	X	\$ 252,783					
	SSC Signs & Lighting	X	X	X	X	X	\$ 390,883					
	Fusion LED Inc. dba: Sign-Express	X	X	X	X	X	\$ 414,020					\$ 256,535
	Casteel Sign						\$ 715,973					
CSP 28-A	FIRE ALARM SYSTEMS	1	2	3	4	5	Roanoke Main Street Parking Garage TOTAL	COMBINATION PROPOSAL	Alt #1 Vehicular Traffic Coatings	Alt #2 CMU	Alt #3 Parking Control Equipment	Alt #4 Downtown Signage Phase 1
	Service Fire Industrial, Inc.	X	X	X	X	X	\$ 24,900					
	MISCELLANEOUS	1	2	3	4	5	Roanoke Main Street Parking Garage TOTAL	COMBINATION PROPOSAL	Alt #1 Vehicular Traffic Coatings	Alt #2 CMU	Alt #3 Parking Control Equipment	Alt #4 Downtown Signage Phase 1

#	PROJECT SIGNAGE
A1	District Gateway Identity
A2.1	Secondary District Identity - 377
A2.2a	Secondary District Identity - Oak St & Parish
A2.2b	Secondary District Identity - Oak St & Byron Nelson

- NOTE: A2.2a IS NOT INCLUDED IN ALTERNATE NO. 4 PRICING



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Dallas, TX 75208
972 . 974 . 3690
rsmdesign.com

REVISIONS:	DATE:
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SIGNAGE PROGRAMMING	
PROJECT NO.	25030.00
DATE	09/23/2025

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Dallas, TX 75208
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REVISIONS:	DATE:
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A1 DISTRICT GATEWAY	
PROJECT NO.	25030.00
DATE	09/23/2025

A-2.0





RSM DESIGN SIGNAGE DRAWINGS INDICATE DESIGN INTENT ONLY. FINAL SHOP DRAWINGS SUBMITTED BY THE SELECTED SIGN FABRICATOR SHALL BE BASED ON THESE DESIGN INTENT DRAWINGS AND THE SHOP DRAWINGS ARE CONSIDERED TO BE THE “CONSTRUCTION DOCUMENTS” FOR THE SIGNAGE. ALL SIGNAGE SHOP DRAWINGS MUST BE SUBMITTED TO RSM DESIGN AND THE CLIENT FOR REVIEW AND APPROVAL PRIOR TO FABRICATION AND INSTALLATION.

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Dallas, TX 75208
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REVISIONS:		DATE:
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A2.1 SECONDARY IDENTITY		
PROJECT NO.	25030.00	
DATE	09/23/2025	



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Dallas, TX 75208
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[illegible]

PROJECT NO.	25030.00
DATE	09/23/2025

A-5.0

A2.2B | SECONDARY DISTRICT ID - OAK ST & BYRON NELSON
Color and Material/ Notes and Details/Sections



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Lady Bug Park

MEETING DATE: February 24, 2026

DEPARTMENT: City Manager

ITEM SUMMARY:

INFORMATION:

See information below from HOA President:

FYI, the Briarwyck Board of Directors approved the transfer of Ladybug Park at its meeting last Thursday night (02/12). We are ready to proceed with the transfer once the City approves. We previously completed the mulching that the city required.

STAFF RECOMMENDATION:

Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2026-104R - Approving Deed - Ladybug Park
2. RES NO 2026-104R Exhibit

RESOLUTION NO. 2026-104R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, APPROVING A SPECIAL WARRANTY DEED FROM BRIARWYCK 114 HOMEOWNERS' ASSOCIATION, INC., A TEXAS NON-PROFIT CORPORATION, CONVEYING APPROXIMATELY 1.259-ACRES OF LAND IN THE MALCOLM BEALL SURVEY, ABSTRACT NO. 87, SITUATED IN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, TO THE CITY OF ROANOKE, TEXAS, TO BE USED AS A PUBLIC PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Board of Directors of the Briarwyck 114 Homeowners' Association, Inc., a Texas non-profit corporation, desire to convey by special warranty deed to the City of Roanoke, Texas, the approximately 1.259-acres of land situated in the Malcolm Beall Survey, Abstract No. 87, City of Roanoke, Denton County, Texas. A copy of the deed is attached hereto as **EXHIBIT A**, and is incorporated herein for all purposes; and

WHEREAS, the City Council of the City of Roanoke, Texas, hereby approves the conveyance of the 1.259-acres of land situated in the Malcolm Beall Survey, Abstract No. 87, City of Roanoke, Denton County, Texas, to the City of Roanoke, Texas, and agrees to use said property for public park purposes.

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

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

Section 2. The City Council of the City of Roanoke, Texas, hereby approves the conveyance of the 1.259-acres of land situated in the Malcolm Beall Survey, Abstract No. 87, City of Roanoke, Denton County, Texas, to the City of Roanoke, Texas, and agrees to use said property for public park purposes.

Section 3. The City Council of the City of Roanoke, Texas, hereby authorizes the City Manager and Mayor to execute any and all documents related to the same.

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Roanoke, Texas, on this the 24th day of February, 2026.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

Lindsay Rawlinson, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

EXHIBIT A

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

BRIARWYCK 114 HOMEOWNERS’ ASSOCIATION, INC., a Texas non-profit corporation (“**Grantor**”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (“**Grantee**”), the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, certain real property in Denton County, Texas, to be used as a public park, being more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes, (the “**Land**”), TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests located thereon or in anywise appertaining thereto (said Land and all rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests being hereinafter referred to as the (“**Property**”).

For the same consideration recited above, Grantor hereby BARGAINS, SELLS AND TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Land and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Land, but not including any right or interest in or to any contiguous or abutting lands owned by Grantor or its assigns.

This conveyance is made and accepted subject to the matters of record as of the date hereof. Grantor conveys the Property “As Is” without further representation.

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

EXECUTED as of this ____ day of _____, 2026.

GRANTOR:

**BRIARWYCK 114 HOMEOWNERS’
ASSOCIATION, INC.,**

A Texas non-profit corporation

By: _____

Name: _____
President

ATTEST:

, Secretary

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____
, 2026, by _____, President of the Briarwyck 114 Homeowners' Association,
Inc., a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

Exhibit A

Legal Description and/or Depiction
of the
Property

WHEREAS; **BRIARWYCK 114 HOMEOWNERS' ASSOCIATION, INC.**, is the owner of a 1.259 acre tract of land out of the Malcolm Beall Survey, Abstract Number 87, situated in the City of Roanoke, Denton County, Texas, and being all of Lot 33X PUBLIC PARK, Block X of Lots 1X-27, Block U, Lots 1-9, Block V, Lots 1-7, Block W, Lots 1-10 and 33X, Block X, Briarwyck, Phase 5B, a subdivision of record in Document Number 2010-110 of the Plat Records of Denton County, Texas, and conveyed to Briarwyck 114 Homeowners' Association, Inc. by Special Warranty Deed of record in Document Number 2014-12369 of the Official Records of Denton County, Texas, and being more particularly described by metes & bounds as follows:

BEGINNING, at a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found in the East right-of-way line of Marshall Creek Road (60-foot right-of-way), being the Southwest corner of Lot 1, Block X of said Briarwyck, Phase 5B, also being the most Westerly Northwest corner of said Lot 33X PUBLIC PARK;

THENCE, departing the East right-of-way line of Marshall Creek Road, along the common line between said Lot 1, Lots 2-8, Block X of said Lots 1X-27, Block U, Lots 1-9, Block V, Lots 1-7, Block W, Lots 1-10 and 33X, Block X, Briarwyck, Phase 5B, and said Lot 33X PUBLIC PARK, the following six (6) courses and distances:

1. S64°38'03"E, a distance of 120.24 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found;
2. N43°41'49"E, a distance of 89.76 feet to a 1/2 inch iron rod with an illegible yellow plastic cap found;
3. N49°47'10"E, a distance of 49.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found;
4. N58°33'01"E, a distance of 59.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found;
5. N29°14'54"E, a distance of 36.83 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set at the most Northerly Northwest corner of said Lot 33X PUBLIC PARK;
6. S60°44'46"E, a distance of 104.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "TXHS" found in the Southwest line of said Lot 8, being the North corner of Lot 32, Block X of Lots 11-32, 34-39, Block X, Lots 1-29, Block Y, Lots 1-12, 13X and Tract 2, Block Z, Briarwyck, Phase 6B, a subdivision of record in Document Number 2014-43 of said Plat Records, also being the East corner of said Lot 33X PUBLIC PARK;

THENCE, S29°15'14"W, departing the Southwest line of said Lot 8, along the Northwest line of said Lot 32, being the common Southeast line of said Lot 33X PUBLIC PARK, a

distance of 7.62 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in the North right-of-way line of Osborne Court (50-foot right-of-way), being the West corner of said Lot 32, also being the most Easterly Southeast corner of said Lot 33X PUBLIC PARK;

THENCE, along the Northwest right-of-way line of Osborne Court, being the common Southeast line of said Lot 33X PUBLIC PARK, the following three (3) courses and distances:

1. Along a non-tangent curve to the left, having a radius of 50.00 feet, a chord bearing of S40°15'00"W, a chord length of 99.58 feet, a delta angle of 190°31'42", and an arc length of 166.27 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set;
2. S14°18'47"E, a distance of 7.25 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set;
3. S29°15'14"W, a distance of 84.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found, being the East corner of Lot 34, Block X of said Lots 11-32, 34-39, Block X, Lots 1-29, Block Y, Lots 1-12, 13X and Tract 2, Block Z, Briarwyck, Phase 6B;

THENCE, departing the Northwest right-of-way line of Osborne Court, along the common line between said Lot 34, Lots 35-39, Block X of said Lots 11-32, 34-39, Block X, Lots 1-29, Block Y, Lots 1-12, 13X and Tract 2, Block Z, Briarwyck, Phase 6B and said Lot 33X PUBLIC PARK, the following two (2) courses and distances:

1. N60°44'46"W, a distance of 120.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found;
2. S29°15'14"W, a distance of 384.93 feet to a 3/4 inch iron rod found in the curving Northeast right-of-way line of Chinchester Drive (50-foot right-of-way), being the West corner of said Lot 39, also being the most Southerly Southeast corner of said Lot 33X PUBLIC PARK;

THENCE, along the Northeast right-of-way line of Chinchester Drive, being the common Southwest line of said Lot 33X PUBLIC PARK, along a non-tangent curve to the left, having a radius of 275.00 feet, a chord bearing of N73°53'35"W, a chord length of 22.52 feet, a delta angle of 4°41'36", and an arc length of 22.53 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set at the Southeast end of a cutback line at the intersection of Chinchester Drive and Marshall Creek Road, being the most Southerly Southwest corner of said Lot 33X PUBLIC PARK;

THENCE, N34°50'30"W, along said cutback line, being the common Southwest line of said Lot 33X PUBLIC PARK, a distance of 21.95 feet to a 1/2 inch iron rod with a green

plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of said cutback line, being the most Westerly Southwest corner of said Lot 33X PUBLIC PARK;

THENCE, N08°07'10"E, along the East right-of-way line of Marshall Creek Road, being the common West line of said Lot 33X PUBLIC PARK, a distance of 76.53 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, departing the East right-of-way line of Marshall Creek Road, along the West line of said Lot 33X PUBLIC PARK, the following five (5) courses and distances:

1. N20°53'51"E, a distance of 107.35 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found;
2. N14°36'49"E, a distance of 47.21 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found;
3. N21°45'37"W, a distance of 26.37 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set;
4. N03°03'49"W, a distance of 39.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found;
5. N78°52'21"W, a distance of 7.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found in the East right-of-way line of Marshall Creek Road;

THENCE, along the East right-of-way line of Marshall Creek Road, being the common West line of said Lot 33X, PUBLIC PARK along a non-tangent curve to the right, having a radius of 345.00 feet, a chord bearing of N19°01'28"E, a chord length of 75.55 feet, a delta angle of 12°34'23", and an arc length of 75.71 feet to the **POINT OF BEGINNING**, containing an area of 1.259 acres (54,837 square feet) of land, more or less.

Resolution No. 2026-102R, Page 9 of 9

AFTER RECORDING, RETURN TO:

**Mr. Cody Petree, City Manager
City of Roanoke, Texas
500 S. Oak Street
Roanoke, Texas 76262**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

**THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §**

BRIARWYCK 114 HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality ("**Grantee**"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, certain real property in Denton County, Texas, to be used as a public park, being more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes, (the "**Land**"), TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests located thereon or in anywise appertaining thereto (said Land and all rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests being hereinafter referred to as the ("**Property**").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS AND TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Land and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Land, but not including any right or interest in or to any contiguous or abutting lands owned by Grantor or its assigns.

This conveyance is made and accepted subject to the matters of record as of the date hereof. Grantor conveys the Property "As Is" without further representation.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER

Exhibit A

Legal Description and/or Depiction
of the
Property

WHEREAS; **BRIARWYCK 114 HOMEOWNERS' ASSOCIATION, INC.**, is the owner of a 1.259 acre tract of land out of the Malcolm Beall Survey, Abstract Number 87, situated in the City of Roanoke, Denton County, Texas, and being all of Lot 33X PUBLIC PARK, Block X of Lots 1X-27, Block U, Lots 1-9, Block V, Lots 1-7, Block W, Lots 1-10 and 33X, Block X, Briarwyck, Phase 5B, a subdivision of record in Document Number 2010-110 of the Plat Records of Denton County, Texas, and conveyed to Briarwyck 114 Homeowners' Association, Inc. by Special Warranty Deed of record in Document Number 2014-12369 of the Official Records of Denton County, Texas, and being more particularly described by metes & bounds as follows:

BEGINNING, at a 1/2 inch iron rod with a yellow plastic cap stamped "GOODWIN MARSHALL" found in the East right-of-way line of Marshall Creek Road (60-foot right-of-way), being the Southwest corner of Lot 1, Block X of said Briarwyck, Phase 5B, also being the most Westerly Northwest corner of said Lot 33X PUBLIC PARK;

THENCE, departing the East right-of-way line of Marshall Creek Road, along the common line between said Lot 1, Lots 2-8, Block X of said Lots 1X-27, Block U, Lots 1-9, Block V, Lots 1-7, Block W, Lots 1-10 and 33X, Block X, Briarwyck, Phase 5B, and said Lot 33X PUBLIC PARK, the following six (6) courses and distances:

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distance of 7.62 feet to a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in the North right-of-way line of Osborne Court (50-foot right-of-way), being the West corner of said Lot 32, also being the most Easterly Southeast corner of said Lot 33X PUBLIC PARK;

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AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Consideration and action on Resolution 2026-105R directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

MEETING DATE: February 24, 2026

DEPARTMENT: City Manager

ITEM SUMMARY:

INFORMATION:

The attached resolution directs the publication of notice of the City's intention to issue one or more series of interest-bearing Combination Tax and Revenue Certificates of Obligation in a principal amount not to exceed \$25,000,000. The City of Roanoke City Council will convene at 7:00 p.m. on April 21, 2026, at City Hall, 500 South Oak Street, Roanoke, Texas 76262, to consider passage of an ordinance or ordinances authorizing the issuance of the certificates. The ordinances may authorize an officer of the City to effect the sale and delivery of the certificates on a date subsequent to adoption. Proceeds from the certificates will be used to pay contractual obligations incurred in connection with:

1. Constructing and/or acquiring structured parking for public use; and
2. Payment of legal, fiscal, and engineering fees related to such projects.

The certificates will be payable from ad valorem taxes and a lien on and pledge of surplus revenues of the City's waterworks and sewer system. The certificates are to be issued pursuant to Texas Local Government Code, Chapter 271, Subchapter C.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution directing publication of the notice of intention to issue Combination Tax and Revenue Certificates of Obligation.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:



AGENDA ITEM

ATTACHMENTS:

1. RES NO 2026-105R CO Notice

CERTIFICATE REGARDING ADOPTION OF RESOLUTION

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

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

1. The City Council of the City convened in regular meeting on February 24, 2026, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Scooter Gierisch, Mayor
Brian Darby
David Thompson
VACANT

Holly Gray, Mayor Pro Tem
David Brundage
VACANT

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

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

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

NAY: ____

ABSTAIN: ____

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

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

SIGNED AND SEALED ON FEBRUARY 24, 2026.

Lindsay Rawlinson; City Secretary
City of Roanoke, Texas

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

{SEAL}

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

RESOLUTION NO. 2026-105R

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

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

WHEREAS, the City of Roanoke (the "City") deems it advisable to give notice of intention to issue one or more series of Certificates of Obligation in the maximum principal amount of \$25,000,000 for paying the City's contractual obligations incurred in connection with the design, acquisition, engineering, construction, and equipping of the following public projects: (i) constructing and/or acquiring structured parking for public use and (ii) legal, fiscal and engineering fees in connection with such projects.; and

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

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

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

Section 1. Attached hereto as **Exhibit A** is a form of the "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for the City of Roanoke, Texas" (the "Notice"), the form and substance of which is hereby adopted and approved. The following constitutes the outstanding debt obligations of the City which the City hereby designates as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended: Combination Tax & Revenue Certificates of Obligation, Series 2017; General Obligation Refunding Bonds, Series 2018; Combination Tax & Revenue Certificates of Obligation, Series 2022A; Combination Tax & Revenue Certificates of Obligation, Series 2022B; Combination Tax & Revenue Certificates of Obligation, Series 2023A; Combination Tax & Revenue Certificates of Obligation, Series 2024A; Combination Tax & Revenue Certificates of Obligation, Series 2024B and Combination Tax & Revenue Certificates of Obligation, Series 2025.

Section 2. The City Secretary shall cause the Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City of Roanoke, once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five days prior to April 21, 2026, which is the date set for the adoption of the ordinance authorizing the issuance of such Certificates of Obligation as shown in

the Notice. Additionally, such Notice shall be posted continuously on the City's website for at least forty-five days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates of Obligation.

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

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

Remainder of page intentionally left blank

EXHIBIT A

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

The City Council of the City of Roanoke, Texas, shall convene a meeting at 7:00 P.M. on April 21, 2026, at its regular meeting place at 500 South Oak Street, Roanoke, Texas 76262 and during such meeting, the City Council will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation in the principal amount not to exceed \$25,000,000, for paying the City's contractual obligations incurred in connection with the design, acquisition, engineering, construction, and equipping of the following public projects: (i) constructing and/or acquiring structured parking for public use and (ii) legal, fiscal and engineering fees in connection with such projects. The ordinances may authorize an authorized officer of the City to effect the sale and delivery of the certificates of obligation on a date subsequent to the adoption of the ordinance. Such certificates are to be made payable from ad valorem taxes and a lien on and pledge of surplus revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$47,705,000. The current combined principal and interest for all outstanding debt obligations of the City, paid on time and in full, is \$70,343,388. The maximum principal amount of the certificates of obligation to be authorized is \$25,000,000 and the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$45,723,425. The maximum interest rate for the certificates of obligation may not exceed the maximum legal interest rate. The maximum maturity date of the certificates of obligation to be authorized is August 15, 2055. The above information excludes \$59,245,000 in principal amount of the outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes: Combination Tax & Revenue Certificates of Obligation, Series 2017; General Obligation Refunding Bonds, Series 2018; Combination Tax & Revenue Certificates of Obligation, Series 2022A; Combination Tax & Revenue Certificates of Obligation, Series 2022B; Combination Tax & Revenue Certificates of Obligation, Series 2023A; Combination Tax & Revenue Certificates of Obligation, Series 2024A; Combination Tax & Revenue Certificates of Obligation, Series 2024B and Combination Tax & Revenue Certificates of Obligation, Series 2025. In the event these self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Information regarding the self-supporting debt and all other debt of the City may be obtained by contacting the City Manager at 500 South Oak Street, Roanoke, Texas 76262 and by phone at (817) 491-2411.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Designating The Commercial Recorder as the official newspaper.

MEETING DATE: February 24, 2026

DEPARTMENT: City Secretary

ITEM SUMMARY:

Designating The Commercial Recorder as the official newspaper.

INFORMATION:

Certain ordinances passed by the City Council and other legal actions require publication in the City's official newspaper in order to legally take effect. These ordinances include those that impose a fine or fee or changes to zoning ordinances, among other issues. Additionally, items such as public hearing notices, budget public hearings, budget and tax rate notices, and election notices are required to be published in accordance with state law as well.

Texas Government Code Section 2051.049 requires a municipality to designate a newspaper of general circulation and Section 11.02 of the Roanoke City Charter provides that the City Council "shall declare an official newspaper of general circulation in the City. All ordinances, notices and other matters required by this Charter, City ordinance, or the Constitution and laws of the State of Texas shall be published in the official newspaper."

The City of Roanoke designated The Fort Worth Star-Telegram as the city's official newspaper via Resolution No 2015-112R on November 10, 2015, in accordance with the City Charter. The Commercial Recorder is a newspaper of general circulation in Denton County and meets the requirements listed in the Texas Government Code. The Commercial Recorder publishes Monday through Friday excluding Federal Holidays.

STAFF RECOMMENDATION:

Staff recommends the City Council change the City's official newspaper and designate The Commercial Recorder as the City's new official newspaper.

SPECIAL CONSIDERATION:



AGENDA ITEM

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2026-106R Designating Official Newspaper

RESOLUTION NO. 2026-106R

**A RESOLUTION OF THE CITY COUNCIL DESIGNATING THE
COMMERCIAL RECORDER AS THE OFFICIAL NEWSPAPER OF THE
CITY OF ROANOKE.**

WHEREAS, under the provisions of Section 11.02 of the Roanoke City Charter, as well as Texas Government Code Section 2051.049, it is required that certain ordinances which may be passed by the City Council be published in a paper of general circulation in the City of Roanoke, Texas, before such ordinances may become effective; and

WHEREAS, various other laws require certain matters to be published in an official newspaper of the City; and

WHEREAS, The Commercial Recorder is a newspaper of general circulation in the City of Roanoke; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Roanoke, Texas, to designate The Commercial Recorder as the official newspaper of the City.

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

The City Council designates The Commercial Recorder as the official newspaper of the City of Roanoke in which all captions and necessary notices be published according to law.

APPROVED AND ADOPTED at a regular meeting of the Roanoke City Council on the 10th day of February 2026, by a vote of ____ ayes, ____ nays, and ____ abstentions.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Lindsay Rawlinson, City Secretary

Jeff Moore, City Attorney