

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



Carl E. Gierisch, Jr., Mayor

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

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

**FEBRUARY 22, 2022
7:00 PM
500 S. OAK STREET
ROANOKE, TX 76262-6732**

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 cable broadcast, 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 Special City Council meeting held on February 15, 2022.
2. Consideration and acceptance of the FY 2021-2022 Quarterly Financial Report for the quarter period ending December 31, 2021.



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E. NEW BUSINESS

1. Consideration and action on approval of a joint election agreement and contract for election services with Denton County for the May 7, 2022 Special Election.
2. Consideration and action on approval of a joint election agreement and contract for election services with Tarrant County for the May 7, 2022 Special Election.
3. Public hearing to consider amending the Comprehensive Zoning Ordinance, by amending Chapter 12, Article VI, Section 12.661, Appendix 3, entitled "Use Charts," by amending the uses within Business Park (BP) Districts to allow School, K through 12 (Private) Use with a Specific Use Permit within the Business Park (BP) Districts. (Ordinance No. 2022-102)
4. Consideration and action on Ordinance 2022-102, amending The Comprehensive Zoning Ordinance, Chapter 12, Article VI, Section 12.661, Appendix 3, Entitled "Use Charts," by amending The Uses Within Business Park (BP) Districts to allow "School, K Through 12 (Private)" use with A Specific Use Permit (SUP) within The Business Park (BP) Districts.
5. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for an approximately 2.3410-acre tract of land consisting of Block 1, Lot 4R of the Henrietta Creek Business Park Addition, an addition within the City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Business Park (BP) District to Business Park – Specific Use Permit District (BP-SUP) to allow School, K through 12 (Private) Use. (Ordinance No. 2022-103)
6. Consideration and action on Ordinance 2022-103, amending The Comprehensive Zoning Ordinance of The City of Roanoke, Texas, for an approximately 2.3410-acre tract of land consisting of Block 1, Lot 4R of the Henrietta Creek Business Park Addition, by changing the zoning from Business Park (BP) District to Business Park – Specific Use Permit District (BP-SUP) to allow School, K Through 12 (Private) Use.
7. Public hearing to consider amending the Comprehensive Zoning Ordinance, by amending Chapter 12, Article III, Division 15, of the Code of Ordinances of the City of Roanoke, Texas, entitled "Oak Street Corridor Zoning District," by amending Exhibit C, entitled "Oak Street Regulating Plan"; by changing the maximum height of buildings from five (5) stories to



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nine (9) stories for an approximately 3.269 acre tract of land consisting of Block B, Lot 1 of the Roanoke City Center Addition, an addition to the City of Roanoke, Denton County, Texas. (Ordinance No. 2022-104)

8. Consideration and action on Ordinance 2022-104 amending Chapter 12, Article III, Division 15, Exhibit C, entitled "Oak Street Regulating Plan" of the Code of Ordinances of the City of Roanoke, Texas, for an approximately 3.269 acre tracts of land consisting of Block B, Lot 1 of the Roanoke City Center Addition, an addition located within the City of Roanoke, Denton County, Texas, by changing the maximum number of floors for said tract of land from five (5) stories to nine (9) stories.
9. Consideration and action on a Site Plan (SP 2022-01) request from Bowman Consulting Group, LTD, for a multi-tenant shell building to be located on an approximate 1.116 acre parcel, being a part of the W.D. Bell Survey Abstract No. 82, Block 1 Lot 7, City of Roanoke Denton County, Texas; generally located just north of Bobcat Blvd. (.04 of a mile) on the west side of Hwy 377, and having an address of 1735 N Hwy 377.
10. Discussion and action to authorize the addition of three (3) fire fighters through the Safer Grant Program.
11. Consideration and action for a façade grant application from Christian and Alisha Mitchell of Ilision Glassworks, LLC. at 412 N. Oak St. Roanoke, TX.

F. EXECUTIVE SESSION

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

Section 551.072

Deliberations regarding the purchase, exchange, lease, or value of real property.

Section 551.074

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Associate Judge and Jail Magistrates.

Section 551.087

To deliberate commercial or financial information the City has received



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from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

RECONVENE INTO REGULAR SESSION

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

Section 551.072

Deliberations regarding the purchase, exchange, lease, or value of real property.

Section 551.074

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Associate Judge and Jail Magistrates.

Section 551.087

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

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

G. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Friday, February 18, 2022, by 6:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary

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



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



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 02/15/2022 CC Minutes - Special Meeting

MEETING DATE: February 22, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the Special City Council meeting held on February 15, 2022.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 02-15-2022 - Special Mtg

Bryan Moyers, Council Member
David Brundage, Council Member
Holly Gray-Moore, Mayor Pro-Tem



Carl E. Gierisch, Jr., Mayor

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

**MINUTES
ROANOKE CITY COUNCIL
SPECIAL MEETING
FEBRUARY 15, 2022
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr.; Mayor Pro Tem Holly Gray-Moore; Council Members: Brian Darby, David Brundage, Hogan Page, David Thompson, and Bryan Moyers; City Manager Scott Campbell, and City Secretary April S. Hill.

DEPT. STAFF: Assistant City Manager Cody Petree, Fiscal and Administrative Services Vicki Rodriguez, Chief of Police Jeriahme Miller.

A. CALL CITY COUNCIL TO ORDER

City Council called to order at 7:15 p.m.
Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. PUBLIC INPUT

No one wished to speak.

C. PRESENTATION

Home Rule Charter Review Commission Chair Holly Gray-Moore updated the Mayor and City Council, about recommendations from the Commission.

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 8, 2022.

Motion made by Holly Gray-Moore second by David Thompson to approve
Consent Item
Motion carried unanimously.

E. NEW BUSINESS



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

**February 15, 2022
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1. Motion made by Holly Gray-Moore second by David Thompson to approve Ordinance No. 2022-106 ordering a Special Election to be held on Saturday, May 7, 2022, for the purpose of submitting to the qualified voters of the City of Roanoke, Texas, three (3) Proposed Home-Rule Charter Amendments.

Motion carried unanimously.

2. Motion made by Holly Gray-Moore second by Brian Darby to approve Ordinance No. 2022-107 ordering a Special Election to be held on the 7th day of May, 2022, for the purpose of submitting to the qualified voters of the City of Roanoke, Texas, a ballot proposition to repeal and terminate the Type B Economic Development Sales Tax, at the rate of one-half of one percent, authorized by Chapter 505 of the Texas Local Government Code contingent upon the eligible voters of the City of Roanoke Crime Control and Prevention District which comprises the City of Roanoke, Texas, approving a ballot proposition to adopt a Sales and Use Tax for the proposed district at the rate of one-half of one percent dedicated to Crime Control and Prevention Programs.

Motion carried unanimously.

F. EXECUTIVE SESSION

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

CITY COUNCIL DID NOT CONVENE INTO CLOSED SESSION.

Section 551.087

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

RECONVENE INTO REGULAR SESSION

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

G. ADJOURNMENT

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 7:28 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: FY2021-22 1st Quarterly Financial Report

MEETING DATE: February 22, 2022

DEPARTMENT: Finance

ITEM SUMMARY:

Consideration and acceptance of the FY 2021-2022 Quarterly Financial Report for the quarter period ending December 31, 2021.

INFORMATION:

On a quarterly basis, the Department of Fiscal and Administrative Services will present a quarterly financial update to the City Council.

STAFF RECOMMENDATION:

Staff recommends acceptance

SPECIAL CONSIDERATION:

none

FINANCIAL CONSIDERATION:

Acceptance of the FY2021-22 1st Quarterly Financial Report for the period ending December 31, 2021

ATTACHMENTS:

1. FY2022 Quarterly Financial Summary as of 12-31-21

City of Roanoke, Texas

FY2021-22

Financial Summary as of 12/31/2021



500 S. Oak Street, Roanoke, TX 76262
www.roanoketexas.com





**TO: Scott Campbell
City Manager**

**FROM: Vicki Rodriguez
Director of Fiscal and Administrative Services**

SUBJECT: FY 2020-21 Financial Summary as of December 31, 2021

DATE: February 18, 2022

BACKGROUND

Quarterly financial reports are prepared for the General Fund, Debt Service Fund, Water and Wastewater Fund and the Hotel/Motel Fund. Summaries of revenues and expenditures for the current year as well as the previous year, and percentage of collected/used are presented.

Fund summaries and variances for the first quarter of FY2021-22 are reported. After 3 months of activity, those programs that operate on a normal cycle should be approximately 25% complete. When comparing the current percentage to the benchmark, please keep in mind that some revenues are collected either once a year, or primarily at certain times of the year. Therefore, some percentages may be below the benchmark. For example, the majority of property taxes are paid during the months of January thru March, the electric franchise payment is made only once a year and there are also seasonal revenues such as recreational fees. The same can be true of expenditures as well.

GENERAL FUND

Total revenue collections in the General Fund for fiscal year 2022 are down \$276,897 when compared to prior year. The majority of the decrease is due to timing of property taxes collections. Property tax collections are below prior year by \$756,705 due to the timing of collections. Sales tax collections are exceeding prior year by \$261,143. Franchise taxes are better than prior year, up \$90,144 from prior year. License/permit revenues decreased \$30,347 from prior year. Charges for services which includes recreation fees and ambulance fees, increased from prior year by \$130,600, collectively. Fines and Fees, which includes revenue derived from the Municipal Court operation, is slightly below prior year by \$42,166. Total

General Fund Revenues are at \$5,721,890 or 24.6% of budget. General Fund expenditures total \$5,365,921, or 22.6% of budget.

DEBT SERVICE FUND

Revenue collections in the Debt Service Fund for fiscal year 2022 totaled 4,169,590, which includes proceeds from refunded bonds. Property tax collections are just less than prior year by \$916,769 due to a decrease in the overall percentage allocated to debt requirements and a timing of payments. Expenditures to date totaled \$3,046,184, which was a result of the bond refunding mentioned above. Actual principal and interest payments are paid on a semi-annual basis in February and August.

WATER AND WASTEWATER FUND

The Water and Wastewater Fund revenues totaled \$1,809,132 and represents 24.2% of the annual budget. This amount is \$43,748 less than prior year. The majority of this revenue is collected during the late spring and summer months.

Expenditures for the Water and Wastewater Fund totaled \$1,349,251 and represents 16.9% of the annual budget.

HOTEL/MOTEL FUND

Hotel/Motel Fund revenue of \$9,749 or 7.2% of budget. This amount is \$5,548 more than prior year. These payments are made on a quarterly basis. This industry was hit very hard during the pandemic. We are continuing to see improvement in this area.

Total expenditures in the Hotel/Motel fund equal \$28,400 which is equal to 21.2% of budget. The majority of these expenditures are related to the special events aimed at increased tourism within the city as well as expenses associated with the Roanoke Visitor's Center and Museum.

ROANOKE ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

Total revenue collections in the REIDC for fiscal year 2022 are up \$130,643 when compared to prior year. This increase is due to an increase in sales tax collections.

Total expenditures in the REIDC fund equal \$741,042 which is equal to 27% of budget. The majority of these expenditures are related to incentive agreements, debt and recreation activities.

ROANOKE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

Total revenue collections in the RCEDC for fiscal year 2022 are up \$157,393 when compared to prior year. This increase is due to an increase in sales tax collections.

Total expenditures in the RCEDC fund equal \$1,001,845 which is equal to 25.2% of budget. The majority of these expenditures are related to incentive agreements, debt, special events, recreation activities and capital improvements.

I hope this information will enhance your decision making process. As always, I am available to address any questions you may have.

CITY OF ROANOKE
COMBINED REVENUE & EXPENDITURE REPORT
FOR THE THREE MONTH PERIOD ENDING DECEMBER 31, 2021

	Current Year Budget FY21-22	Current FYTD Actual	% Used/ Collected	Prior Year Budget FY20-21	Prior FYTD Actual	% Used/ Collected	Changes from Last Year
GENERAL FUND							
Revenues:							
Property taxes	\$ 5,366,540	1,136,122	21.2%	\$ 4,896,692	1,892,827	29.5%	\$ (756,705)
Sales and use taxes	\$ 9,454,511	3,027,899	32.0%	\$ 8,536,007	2,766,755	23.5%	\$ 261,143
General & Admin Fees	\$ 514,793	126,760	24.6%	\$ 498,469	71,007	25.6%	\$ 55,753
Franchise/Liquor taxes	\$ 1,533,231	134,533	8.8%	\$ 1,544,068	44,389	5.7%	\$ 90,144
Licenses and permits	\$ 611,000	60,845	10.0%	\$ 715,000	91,192	21.8%	\$ (30,347)
Charges for services	\$ 1,340,250	221,480	16.5%	\$ 1,207,247	90,880	15.7%	\$ 130,600
Grants and awards	\$ 3,578,142	846,250	23.7%	\$ 3,573,000	846,250	25.0%	\$ -
Fines and forfeitures	\$ 701,000	133,828	19.1%	\$ 640,000	175,994	22.5%	\$ (42,166)
Investment income	\$ 10,000	604	6.0%	\$ 12,500	620	40.6%	\$ (16)
Donations	\$ -	13	0.00%	\$ 6,000	-	23.9%	\$ 13
Miscellaneous	\$ 75,000	16,058	21.4%	\$ 50,000	1,373	51.9%	\$ 14,685
Transfers from other funds	\$ 70,000	17,500	25.0%	\$ 70,000	17,500	25.0%	\$ -
Total Revenues	\$ 23,254,467	5,721,890	24.6%	\$ 21,748,983	5,998,786	22.8%	\$ (276,897)
Expenditures:							
Non-departmental	\$ 1,928,935	144,209	7.5%	\$ 1,443,200	166,121	10.3%	\$ (21,912)
Administration	\$ 1,797,738	351,192	19.5%	\$ 1,722,223	358,439	15.3%	\$ (7,247)
City Secretary's Office	\$ 181,710	44,748	24.6%	\$ 176,847	41,068	21.3%	\$ 3,680
Marketing/Special Events	\$ 492,793	93,547	19.0%	\$ 433,943	106,555	21.6%	\$ (13,009)
Information Services	\$ 870,368	254,010	29.2%	\$ 710,400	208,968	37.8%	\$ 45,042
Building Inspection/Code	\$ 806,683	129,668	16.1%	\$ 942,947	201,903	24.9%	\$ (72,235)
Human Resources	\$ 177,202	22,091	12.5%	\$ -	-	0.0%	\$ 22,091
Fire and EMS	\$ 4,654,187	1,174,559	25.2%	\$ 4,561,511	1,113,028	29.4%	\$ 61,531
Municipal court	\$ 473,497	107,411	22.7%	\$ 479,587	101,750	22.0%	\$ 5,661
Streets	\$ 1,304,074	295,191	22.6%	\$ 1,053,935	256,977	24.2%	\$ 38,214
Police	\$ 6,982,729	1,895,857	27.2%	\$ 6,565,500	1,682,796	26.1%	\$ 213,062
Library	\$ 736,466	173,537	23.6%	\$ 738,342	184,517	24.3%	\$ (10,980)
Visitor Center and Museum	\$ 322,407	73,956	22.9%	\$ 308,480	69,130	20.1%	\$ 4,826
Parks and Recreation	\$ 1,956,236	367,531	18.8%	\$ 1,930,467	303,941	20.4%	\$ 63,590
Parks Maintenance	\$ 1,064,773	238,415	22.4%	\$ 1,030,806	215,061	21.7%	\$ 23,354
Total Expenditures	\$ 23,749,798	5,365,921	22.6%	\$ 22,098,188	5,010,253	23.3%	\$ 355,668

CITY OF ROANOKE
COMBINED REVENUE & EXPENDITURE REPORT
FOR THE THREE MONTH PERIOD ENDING DECEMBER 31, 2021

	Current Year Budget FY21-22	Current FYTD Actual	% Used/ Collected	Prior Year Budget FY20-21	Prior FYTD Actual	% Used/ Collected	Changes from Last Year
DEBT SERVICE FUND							
Revenues:							
Property taxes	\$ 4,827,647	1,048,159	21.7%	\$ 4,736,470	1,964,929	29.8%	\$ (916,769)
Investment income	\$ 5,000	15	0.3%	\$ 5,000	30	0.6696	\$ (14)
Transfer from Other Funds	\$ 285,350	71,338	25.0%	\$ 283,450	70,863	0.6696	\$ 475
Refunded Bond Proceeds	\$ -	3,050,078	n/a	\$ -	5,522,876	n/a	\$ (2,472,799)
Total Revenues	\$ 5,117,997	4,169,590	81.5%	\$ 5,024,920	7,558,697	99.3%	\$ (3,389,108)
Expenses:							
Principal	\$ 3,901,722	-	0.0%	\$ 3,813,007	-	0.0%	\$ -
Interest	\$ 1,333,466	-	0.0%	\$ 1,327,594	-	0.0%	\$ -
Paying Agent Fees	\$ 7,800	5,380	69.0%	\$ 6,500	4,620	112.2%	\$ 760
Issuance Cost	\$ -	170,085	n/a	\$ -	204,749	n/a	\$ (34,663)
Payment to Escrow Agent	\$ -	2,870,719	n/a	\$ -	5,310,308	n/a	\$ (2,439,589)
Total Expenses	\$ 5,242,988	3,046,184	58.1%	\$ 5,147,101	5,519,677	75.6%	\$ (2,473,493)
WATER & WASTEWATER FUND							
Revenues:							
Water sales	\$ 4,483,904	1,087,700	24.3%	\$ 4,391,774	1,104,604	26.2%	\$ (16,904)
Wastewater service	\$ 2,693,829	674,210	25.0%	\$ 2,424,917	639,119	25.0%	\$ 35,091
Penalties	\$ 50,000	17,393	34.8%	\$ 50,000	14,599	23.0%	\$ 2,794
Interest Income	\$ 5,000	452	9.0%	\$ 10,000	467	19.3%	\$ (15)
Tap and reconnection fees	\$ 18,125	750	4.1%	\$ 52,689	1,475	22.8%	\$ (725)
Tower Rental	\$ 77,000	19,021	24.7%	\$ 75,000	20,752	23.5%	\$ (1,730)
Miscellaneous	\$ 50,000	5,295	10.6%	\$ 50,000	15,577	27.5%	\$ (10,282)
Impact Fees	\$ 100,000	4,311	4.3%	\$ 290,000	6,288	33.3%	\$ (1,977)
Economic Dev. Contribution	\$ -	-	0.0%	\$ 200,000	50,000	25.0%	\$ (50,000)
Total Revenues	\$ 7,477,858	1,809,132	24.2%	\$ 7,544,380	1,852,880	26.1%	\$ (43,748)
Expenses:							
Water and Sewer	\$ 7,650,523	1,349,251	17.6%	\$ 7,014,682	1,248,286	25.5%	\$ 100,965
Debt Service	\$ 335,859	-	0.0%	\$ 592,969	-	9.5%	\$ -
Total Expenses	\$ 7,986,382	1,349,251	16.9%	\$ 7,607,651	1,248,286	23.9%	\$ 100,965
HOTEL/MOTEL FUND							
Total Revenues	\$ 135,500	9,749	7.2%	\$ 135,500	4,200	9.0%	\$ 5,548
Total Expenses	\$ 134,100	28,400	21.2%	\$ 134,100	17,500	14.7%	\$ 10,900
REIDC - Type A							
Total Revenues	\$ 4,857,256	1,514,306	31.2%	\$ 4,398,004	1,383,663	9.0%	\$ 130,643
Total Expenses	\$ 2,747,125	741,042	27.0%	\$ 2,775,555	601,417	14.7%	\$ 139,625
RCEDC - Type B							
Total Revenues	\$ 4,853,526	1,579,516	32.5%	\$ 4,297,004	1,422,123	9.0%	\$ 157,393
Total Expenses	\$ 3,976,375	1,001,845	25.2%	\$ 2,633,675	728,390	14.7%	\$ 273,455

City of Roanoke
Investment Pools
December 31, 2021

OPERATING		FUND	TX-01-0923-0001	TexClass Int	\$685.00	
TEXCLASS	0.0692%	General Fund	\$5,000,018.13	41.67%	\$285.42	\$5,000,303.55
TEXCLASS	0.0692%	W&WW Fund	\$4,000,018.13	33.33%	\$228.33	\$4,000,246.46
TEXCLASS	0.0692%	REIDC	\$3,000,000.00	25.00%	\$171.25	\$3,000,171.25
TEXCLASS	0.0692%	RCEDC	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS		subtotal	\$12,000,036.26	100.00%	\$685.00	\$12,000,721.26
ARPA FUNDS			TX-01-0923-0002	TexClass Int	\$68.39	
TEXCLASS	0.0692%	Grants (ARPA)	\$1,163,122.43	100.00%	\$68.39	\$1,163,190.82
TEXCLASS		subtotal	\$1,163,122.43	100.00%	\$68.39	\$1,163,190.82
TEXCLASS		TOTAL	\$13,163,158.69		\$753.39	\$13,163,912.08
CD's			CD Int			
Prosperity Bank	0.0000%	General Fund	\$449,270.81	95.74%	\$0.00	\$449,270.81
Prosperity Bank	0.0000%	W&WW Fund	\$20,000.00	4.26%	\$0.00	\$20,000.00
CD's		TOTAL	\$469,270.81	100.00%	\$0.00	\$469,270.81

City of Roanoke

Monthly Sales Tax Receipts

CITYWIDE TOTALS

	2021-22					2020-21			2019-20		
	MONTHLY	CUMULATIVE	AVG CUMULATIVE %	FORECAST *	Mo % Chg PY	MONTHLY	CUMULATIVE	CUMULATIVE %	MONTHLY	CUMULATIVE	CUMULATIVE %
October	1,637,521.60	1,637,521.60	7.97%	20,550,692	14.94%	1,424,676.92	1,424,676.92	6.92%	1,585,249.61	1,585,249.61	9.07%
November	2,144,756.58	3,782,278.18	16.57%	22,828,261	1.65%	2,109,844.90	3,534,521.82	17.18%	1,351,522.50	2,936,772.11	16.80%
December	2,273,519.01	6,055,797.19	25.74%	23,530,993	13.73%	1,998,989.11	5,533,510.93	26.90%	1,639,229.03	4,576,001.14	26.18%
January	1,667,297.97	7,723,095.16	32.93%	23,452,584	24.78%	1,336,194.53	6,869,705.46	33.39%	1,427,084.68	6,003,085.82	34.34%
February	2,584,935.11	10,308,030.27	41.57%	24,799,013	55.72%	1,659,956.86	8,529,662.32	41.46%	1,548,976.29	7,552,062.11	43.20%
March		-	-	-	-	1,347,077.98	9,876,740.30	48.01%	1,683,441.96	9,235,504.07	52.83%
April		-	-	-	-	1,275,113.91	11,151,854.21	54.20%	1,104,373.74	10,339,877.81	59.15%
May		-	-	-	-	2,119,817.90	13,271,672.11	64.51%	1,449,107.00	11,788,984.81	67.44%
June		-	-	-	-	1,945,162.84	15,216,834.95	73.96%	1,347,011.00	13,135,995.81	75.14%
July		-	-	-	-	1,551,555.85	16,768,390.80	81.50%	1,399,018.50	14,535,014.31	83.14%
August		-	-	-	-	1,959,188.94	18,727,579.74	91.03%	1,742,155.69	16,277,170.00	93.11%
September		-	-	-	-	1,846,205.32	20,573,785.06	100.00%	1,204,676.60	17,481,846.60	100.00%
TOTAL	10,308,030					20,573,785			17,481,847		
Accrual Method							20,821,541			18,079,596	

GENERAL FUND

	2021-22					2020-21			2019-20		
	Monthly	CUMULATIVE	% *	FORECAST *	Mo % Chg PY	Monthly	CUMULATIVE	% *	Monthly	CUMULATIVE	% *
October	818,760.80	818,760.80	7.88%	10,385,697	14.94%	712,338.46	712,338.46	7.75%	792,624.81	792,624.81	7.75%
November	1,072,378.29	1,891,139.09	16.70%	11,321,818	1.65%	1,054,922.45	1,767,260.91	16.64%	675,761.25	1,468,386.06	16.64%
December	1,136,759.51	3,027,898.60	24.51%	12,355,899	13.73%	999,494.56	2,766,755.47	24.21%	819,614.52	2,288,000.57	24.21%
January	833,648.99	3,861,547.58	31.87%	12,118,132	24.78%	668,097.27	3,434,852.73	31.46%	713,542.34	3,001,542.91	31.46%
February	1,292,467.56	5,154,015.14	41.51%	12,415,902	55.72%	829,978.43	4,264,831.16	41.67%	774,488.15	3,776,031.06	41.67%
March	0.00	-	-	-	-	673,538.99	4,938,370.15	49.78%	841,720.98	4,617,752.04	49.78%
April	0.00	-	-	-	-	637,556.96	5,575,927.11	57.57%	552,186.87	5,169,938.91	57.57%
May	0.00	-	-	-	-	1,059,908.95	6,635,836.06	66.93%	724,553.50	5,894,492.41	66.93%
June	0.00	-	-	-	-	972,581.42	7,608,417.48	74.26%	673,505.50	6,567,997.91	74.26%
July	0.00	-	-	-	-	775,777.93	8,384,195.40	82.07%	699,509.25	7,267,507.16	82.07%
August	0.00	-	-	-	-	979,594.47	9,363,789.87	91.55%	871,077.85	8,138,585.00	91.55%
September	0.00	-	-	-	-	923,102.66	10,286,892.53	100.00%	602,338.30	8,740,923.30	100.00%
TOTAL	5,154,015					10,286,893			8,740,923		

City of Roanoke

Monthly Sales Tax Receipts

Type A - ECONOMIC INDUSTRIAL DEVELOPMENT CORP.

	2021-22					2020-21			2019-20		
	Monthly	CUMULATIVE	% *	FORECAST *	Mo % Chg PY	Monthly	CUMULATIVE	% *	Monthly	CUMULATIVE	% *
October	409,380.40	409,380.40	7.41%	5,522,000	14.94%	356,169.23	356,169.23	7.46%	396,312.40	396,312.40	7.46%
November	536,189.15	945,569.55	15.92%	5,938,722	1.65%	527,461.23	883,630.46	16.15%	337,880.63	734,193.03	16.15%
December	568,379.75	1,513,949.30	23.10%	6,553,951	13.73%	499,747.28	1,383,377.73	23.34%	409,807.26	1,144,000.29	23.34%
January	416,824.49	1,930,773.79	29.71%	6,499,621	24.78%	334,048.63	1,717,426.37	30.11%	356,771.17	1,500,771.46	30.11%
February	646,233.78	2,577,007.57	39.00%	6,608,135	55.72%	414,989.22	2,132,415.58	40.10%	387,244.07	1,888,015.53	40.10%
March	0.00	-	-	-	-	336,769.50	2,469,185.08	47.85%	420,860.49	2,308,876.02	47.85%
April	0.00	-	-	-	-	318,778.48	2,787,963.55	55.00%	276,093.44	2,584,969.45	55.00%
May	0.00	-	-	-	-	529,954.48	3,317,918.03	64.33%	362,276.75	2,947,246.20	64.33%
June	0.00	-	-	-	-	486,290.71	3,804,208.74	71.28%	336,752.75	3,283,998.95	71.28%
July	0.00	-	-	-	-	387,888.96	4,192,097.70	78.72%	349,754.63	3,633,753.58	78.72%
August	0.00	-	-	-	-	489,797.24	4,681,894.94	88.02%	435,538.92	4,069,292.50	88.02%
September	0.00	-	-	-	-	461,551.33	5,143,446.27	96.32%	301,169.15	4,370,461.65	96.32%
TOTAL	2,577,008					5,143,446			4,370,462		

Type B - COMMUNITY ECONOMIC DEVELOPMENT CORP.

	2021-22					2020-21			2019-20		
	Monthly	CUMULATIVE	% *	FORECAST *	Mo % Chg PY	Monthly	CUMULATIVE	% *	Monthly	CUMULATIVE	% *
October	409,380.40	409,380.40	7.41%	5,522,000	14.94%	356,169.23	356,169.23	7.46%	396,312.40	396,312.40	7.46%
November	536,189.15	945,569.55	15.92%	5,938,722	1.65%	527,461.23	883,630.46	16.15%	337,880.63	734,193.03	16.15%
December	568,379.75	1,513,949.30	23.10%	6,553,951	13.73%	499,747.28	1,383,377.73	23.34%	409,807.26	1,144,000.29	23.34%
January	416,824.49	1,930,773.79	29.71%	6,499,621	24.78%	334,048.63	1,717,426.37	30.11%	356,771.17	1,500,771.46	30.11%
February	646,233.78	2,577,007.57	39.00%	6,608,135	55.72%	414,989.22	2,132,415.58	40.10%	387,244.07	1,888,015.53	40.10%
March	0.00	-	-	-	-	336,769.50	2,469,185.08	47.85%	420,860.49	2,308,876.02	47.85%
April	0.00	-	-	-	-	318,778.48	2,787,963.55	55.00%	276,093.44	2,584,969.45	55.00%
May	0.00	-	-	-	-	529,954.48	3,317,918.03	64.33%	362,276.75	2,947,246.20	64.33%
June	0.00	-	-	-	-	486,290.71	3,804,208.74	71.28%	336,752.75	3,283,998.95	71.28%
July	0.00	-	-	-	-	387,888.96	4,192,097.70	78.72%	349,754.63	3,633,753.58	78.72%
August	0.00	-	-	-	-	489,797.24	4,681,894.94	88.02%	435,538.92	4,069,292.50	88.02%
September	0.00	-	-	-	-	461,551.33	5,143,446.27	96.32%	301,169.15	4,370,461.65	96.32%
TOTAL	2,577,008					5,143,446			4,370,462		



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Denton County Elections Contract

MEETING DATE: February 22, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of a joint election agreement and contract for election services with Denton County for the May 7, 2022 Special Election.

INFORMATION:

At its February 15, 2022 special meeting, the Roanoke City Council called a special election for three (3) proposed Home-Rule Charter Amendments and a ballot proposition to repeal and terminate the Type B Economic Development Sales Tax, contingent upon the approved adoption of a Sales and Use Tax for the proposed Crime Control and Prevention Programs.

Additionally, on February 15, 2022, the Temporary Board of Directors of the Crime Control and Prevention District called a special election for a ballot proposition to adopt a Sales and Use Tax for the Proposed District at the rate of one-half of one percent dedicated to Crime Control and Prevention Programs, contingent upon the eligible voters of the city of Roanoke, Texas, voting to repeal the Type B Economic Development Sales Tax.

Denton County Election will be conducting both special elections as it has in the past, for Roanoke's Denton County voters located in Wards 1, 2, and 3.

STAFF RECOMMENDATION:

Recommend approval

SPECIAL CONSIDERATION:

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



AGENDA ITEM

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Denton County - 0522 DRAFT Contract
2. Denton County - 0522 Blank Signature Page for Joint Contract

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 7, 2022 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 7, 2022. Denton County plans to hold county-wide voting for this General Election.

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

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

I. ADMINISTRATION

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

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

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

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

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

Election Day – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

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

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 4, 2022) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an sentence case format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

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

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

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

VI. EARLY VOTING

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

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

The standard dates and hours for the May 7, 2022 election will be as follows:

Monday, April 25, 2022 through Saturday, April 30, 2022; 8am – 5pm
Sunday, May 1, 2022; 11am-5pm
Monday, May 2, 2022 through Tuesday, May 3, 2022; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

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

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

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

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

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

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 18, 2022, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

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

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

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

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

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

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

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

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

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

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIII. RECORDS OF THE ELECTION

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

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

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator

shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

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

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

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.135
Voter Registration Clerk	\$33.760 - \$51.822
Technology Resources Coordinator	\$59.547
Elections Technician	\$42.000 - \$45.530
Voter Registration Coordinator	\$44.431
Training Coordinator	\$55.650
Election Coordinator	\$38.056

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 7, 2022 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

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

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

- (1) It has on the _____ day of _____, 2022 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the **22nd** day of **February, 2022** been executed on behalf of the **City of Roanoke, Texas** pursuant to an action of the **Mayor and City Council** so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE CITY OF ROANOKE, TEXAS:

APPROVED:

ATTESTED:

Carl E. Gierisch, Jr., Mayor

April S. Hill, City Secretary



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Tarrant County Elections Contract

MEETING DATE: February 22, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of a joint election agreement and contract for election services with Tarrant County for the May 7, 2022 Special Election.

INFORMATION:

At its February 15, 2022 special meeting, the Roanoke City Council called a special election for three (3) proposed Home-Rule Charter Amendments and a ballot proposition to repeal and terminate the Type B Economic Development Sales Tax, contingent upon the approved adoption of a Sales and Use Tax for the proposed Crime Control and Prevention Programs.

Additionally, on February 15, 2022, the Temporary Board of Directors of the Crime Control and Prevention District called a special election for a ballot proposition to adopt a Sales and Use Tax for the Proposed District at the rate of one-half of one percent dedicated to Crime Control and Prevention Programs, contingent upon the eligible voters of the city of Roanoke, Texas, voting to repeal the Type B Economic Development Sales Tax.

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

STAFF RECOMMENDATION:

Recommend approval

SPECIAL CONSIDERATION:

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

FINANCIAL CONSIDERATION:



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

1. Tarrant Co - Joint_contract_entities Template - 20220121

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

ENTITY 1	ENTITY 2
ENTITY 3	ENTITY 4
ENTITY 5	ENTITY 6
ENTITY 7	ENTITY 8
ENTITY 9	ENTITY 10
ENTITY 11	ENTITY 12
ENTITY 13	ENTITY 14
ENTITY 15	ENTITY 16
ENTITY 17	ENTITY 18
ENTITY 19	ENTITY 20
ENTITY 21	ENTITY 22
ENTITY 23	ENTITY 24
ENTITY 25	ENTITY 26
ENTITY 27	ENTITY 28
ENTITY 29	ENTITY 30

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or individually as a "Party".

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 1, 2021 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each Participating Authority listed above plans to hold a general and/or special election on May 1, 2021. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 5, 2021.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as "Entities" or "Participating Authority(ies)", desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County's elections services through the Elections Administrator's office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

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

I. ADMINISTRATION

The Parties agree to hold a joint election with each other ("Joint Election") in accordance with Chapter 271 of the Texas Election Code and this Agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Each Participating Authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/Participating Authorities by the Election Administrator's office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

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

Each Participating Authority agrees to adopt the Verity Voting System v. 2.5, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The Participating Authorities shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. Each Participating Authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

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

If polling places for the May 1, 2021 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 1, 2021 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

Upon request by the Elections Administrator, each Participating Authority agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both English and Spanish, or both English and Vietnamese, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the Participating Authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

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

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

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

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

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

VI. EARLY VOTING

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

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website each Participating Authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

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

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager:	Heider Garcia, Elections Administrator
Tabulation Supervisor:	Troy Havard, Assistant Elections Administrator
Presiding Judge:	David Lambertsen

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the Participating Authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted and will deliver a copy of these unofficial canvass reports to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each Participating Authority unless requested otherwise.

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each Participating Authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this Agreement shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days after the original election, not counting election day.

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

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 1, 2021 election.

Each Participating Authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 5, 2021.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Participating Authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one Participating Authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate Participating Authority rather than averaging those costs among all participants.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each Participating Authority shall be responsible for a pro-rata portion of the actual costs associated with the voting sites located within their jurisdiction. Participating authorities that do not have a voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each Participating Authority's voters.

Participating Authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

Each Participating Authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

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

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Elections Administrator for the election and the runoff election is shown below and in section XII of this Agreement. This cost estimate shall serve as the cost schedule agreed upon by the contracting Parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Elections Administrator will submit an itemized invoice to each Party: (i) for the actual expenses he/she incurred as described above and (ii) for the Elections Administrator's fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Elections Administrator will use his/her best efforts to submit the invoice within thirty (30) days after the election or within ten (10) days after the runoff election.

The Elections Administrator's invoice shall be due and payable by each Party to the address set forth in the invoice within thirty (30) days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Elections Administrator in writing within such thirty-day period, or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each Participating Authority under the terms of this Agreement is listed below. Each Participating Authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each Participating Authority's obligation under the terms of this Agreement shall be calculated after the May 1, 2021 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

The total estimated obligation and required deposit for each Participating Authority under the terms of this Agreement shall be as follows:

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ENTITY 1	31	8.04	\$ 45,337.16	\$ 34,010.00
ENTITY 2	4	1.00	\$ 5,746.24	\$ 4,310.00
ENTITY 3	6	2.00	\$ 18,080.67	\$ 13,570.00
ENTITY 4	3	0.75	\$ 5,066.97	\$ 3,810.00
ENTITY 5	3	0.65	\$ 3,700.44	\$ 2,780.00
ENTITY 6	31	7.65	\$ 42,926.33	\$ 32,200.00
ENTITY 7	2	0.58	\$ 4,377.48	\$ 3,290.00
ENTITY 8	1	0.33	\$ 4,811.37	\$ 3,610.00
ENTITY 9	1	0.50	\$ 7,288.56	\$ 5,470.00
ENTITY 10	1	0.20	\$ 3,328.67	\$ 2,500.00
ENTITY 11	1	0.33	\$ 4,881.04	\$ 3,670.00
ENTITY 12	3	0.75	\$ 6,089.38	\$ 4,570.00
ENTITY 13	1	0.25	\$ 3,403.65	\$ 2,560.00
ENTITY 14	114	31.47	\$ 149,938.54	\$ 112,460.00
ENTITY 15	4	1.08	\$ 7,181.45	\$ 5,390.00
ENTITY 16	1	0.33	\$ 4,881.04	\$ 3,670.00
ENTITY 17	1	0.33	\$ 4,881.04	\$ 3,670.00
ENTITY 18	1	0.25	\$ 6,326.50	\$ 4,750.00
ENTITY 19	1	0.33	\$ 4,881.04	\$ 3,670.00
ENTITY 20	3	1.00	\$ 7,098.18	\$ 5,330.00
ENTITY 21	2	0.27	\$ 4,473.56	\$ 3,360.00
ENTITY 22	2	0.37	\$ 6,593.04	\$ 4,950.00
ENTITY 23	6	1.35	\$ 9,926.49	\$ 7,450.00
ENTITY 24	3	1.08	\$ 11,195.00	\$ 8,400.00
ENTITY 25	1	0.25	\$ 3,389.90	\$ 2,550.00
ENTITY 26	1	0.33	\$ 4,811.37	\$ 3,610.00
ENTITY 27	2	0.45	\$ 3,107.90	\$ 2,340.00
ENTITY 28	0	0.00	\$ 400.00	\$ 300.00
ENTITY 29	4	0.90	\$ 5,773.27	\$ 4,330.00
ENTITY 30	1	0.20	\$ 2,320.19	\$ 1,750.00
TOTALS	235	63.02	\$392,216.47	\$294,330.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining Participating Authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining Participating Authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the Contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIV. RECORDS OF THE ELECTION

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

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

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

XV. RECOUNTS

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

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

XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the Participating Authorities.

2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this Contract prevents any Party from taking appropriate legal action against any other Party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
4. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any Amendments of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.
9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

[Signature Pages Follow]

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Elections Administrator and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - ORD NO 2022-102

MEETING DATE: February 22, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance, by amending Chapter 12, Article VI, Section 12.661, Appendix 3, entitled "Use Charts," by amending the uses within Business Park (BP) Districts to allow School, K through 12 (Private) Use with a Specific Use Permit within the Business Park (BP) Districts. (Ordinance No. 2022-102)

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2022-102 - Zoning Amendment - Use Chart - Private School K-12 by SUP in BP Districts



City of Roanoke

Notice of Public Hearing

Zoning Amendment

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

Planning and Zoning Commission

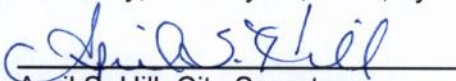
THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, FEBRUARY 7, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE VI, SECTION 12.661, APPENDIX 3, ENTITLED "USE CHARTS," BY AMENDING THE USES WITHIN BUSINESS PARK (BP) DISTRICTS TO ALLOW SCHOOL, K THROUGH 12 (PRIVATE) USE WITH A SPECIFIC USE PERMIT WITHIN THE BUSINESS PARK (BP) DISTRICTS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

City Council

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, FEBRUARY 22, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE VI, SECTION 12.661, APPENDIX 3, ENTITLED "USE CHARTS," BY AMENDING THE USES WITHIN BUSINESS PARK (BP) DISTRICTS TO ALLOW SCHOOL, K THROUGH 12 (PRIVATE) USE WITH A SPECIFIC USE PERMIT WITHIN THE BUSINESS PARK (BP) DISTRICTS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, January 20, 2022, by 5:00 p.m.


April S. Hill, City Secretary

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

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



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Ordinance 2022-102

MEETING DATE: February 22, 2022

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on Ordinance 2022-102, amending The Comprehensive Zoning Ordinance, Chapter 12, Article VI, Section 12.661, Appendix 3, Entitled "Use Charts," by amending The Uses Within Business Park (BP) Districts to allow "School, K Through 12 (Private)" use with A Specific Use Permit (SUP) within The Business Park (BP) Districts.

INFORMATION:

The applicant has requested an amendment to the Use Chart in the Comprehensive Zoning Ordinance to permit a private school by SUP- Specific Use Permit, within the Business Park District. The use is currently not listed in a Business Park District.

Planning and Zoning Commission

The board recommended approval.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2022-102 - Zoning Amendment - Use Chart - Private School K-12 by SUP in BP Districts - jlm draft redline - 010722
2. ORD NO 2022-102 - Zoning Amendment - Use Chart - Private School K-12 by SUP in BP Districts - jlm draft clean - 010722



AGENDA ITEM

3. Application Zoning Txt Amendment 608 Henrietta Creek

ORDINANCE No. 2022-102

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE VI, SECTION 12.661, APPENDIX 3, ENTITLED “USE CHARTS,” BY AMENDING THE USES WITHIN BUSINESS PARK (BP) DISTRICTS TO ALLOW “SCHOOL, K THROUGH 12 (PRIVATE)” USE WITH A SPECIFIC USE PERMIT (SUP) WITHIN THE BUSINESS PARK (BP) DISTRICTS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That Chapter 12, Article VI of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended, by amending Section 12.661, Appendix 3, entitled “Use Charts,” by amending the “Institutional/Governmental Uses” to read as follows:

Types of Land Uses	Residential Zoning Districts											Non-Residential Zoning Districts						
	AG		SF-22	SF-15	SF-11	SF-7			SFA	MF-12	MH			O	R	LC	BP	HI
Institutional/Governmental Uses																		
School, K through 12 (Private)	S		S	S	S	S			S	S	S			S			<u>S</u>	

Section 3. PENALTY CLAUSE

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

Section 4. SEVERABILITY CLAUSE

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

Section 5. REPEALER CLAUSE

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

Section 6. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the _____ day of _____, 2022.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

ORDINANCE No. 2022-102

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE VI, SECTION 12.661, APPENDIX 3, ENTITLED “USE CHARTS,” BY AMENDING THE USES WITHIN BUSINESS PARK (BP) DISTRICTS TO ALLOW “SCHOOL, K THROUGH 12 (PRIVATE)” USE WITH A SPECIFIC USE PERMIT (SUP) WITHIN THE BUSINESS PARK (BP) DISTRICTS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That Chapter 12, Article VI of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended, by amending Section 12.661, Appendix 3, entitled “Use Charts,” by amending the “Institutional/Governmental Uses” to read as follows:

Types of Land Uses	Residential Zoning Districts											Non-Residential Zoning Districts						
	AG		SF-22	SF-15	SF-11	SF-7			SFA	MF-12	MH			O	R	LC	BP	HI
Institutional/Governmental Uses																		
School, K through 12 (Private)	S		S	S	S	S			S	S	S			S			S	

Section 3. PENALTY CLAUSE

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

Section 4. SEVERABILITY CLAUSE

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

Section 5. REPEALER CLAUSE

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

Section 6. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 22nd day of February, 2022.

APPROVED:

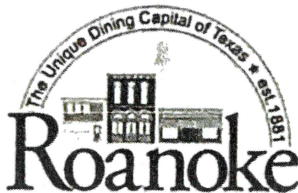
Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



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

ZONING APPLICATION

Received Payment
1/6/2022

Applicant/Agent Name E.A. Young Academy; Agent - Aimee Anglin		Home Phone 817-427-4888	Mobile Phone 817-896-3745
Address 8521 Davis Blvd		City / State North Richland Hills, TX	Zip 76182
Property Owner(s) Benson Lane Partners, Ltd.		Home Phone N/A	Work Phone 817-707-4770
Address, City, State, Zip 522 Benson Lane Roanoke, TX 76262			
Present Zoning Classification BP	Requested Zoning Classification SUP	Acreage/Lot of Requested Zoning Classification	

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

☐ Yes ☒ No

If yes, list restrictions _____

Proposed use Private school to be permitted by SUP in a BP-Business Park Zoning District.

Justification for requested zoning change: This use is currently permitted by SUP in other zoning districts in the City.

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

Aimee Anglin 1/21/21
Applicant Signature and Date

Attach two (2) copies of the Metes & Bounds description of the property and a survey map (11x17) of the property. One electronic copy in a pdf format. Fees for Zoning Request is \$250.00 plus \$10.00 per acre. Fees are subject to change if amended by Ordinance.

Authorization:

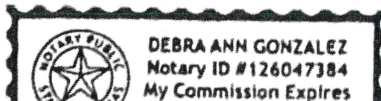
I/We Benson Lane Partners, Ltd. owner(s) of the above described property do hereby authorize E.A. Young Academy; Agent - Aimee Anglin to act on my/our behalf in making and representing this zoning change application.

[Signature] 12/16/21
Signature of owner Date

State of Texas
County of Denton

Sworn to and subscribed before me on the 16 day of December, 2021, by Corey Wells
(year) (name of owner).

Notary Seal



[Signature]
Notary Public's Signature



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - ORD NO 2022-103

MEETING DATE: February 22, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for an approximately 2.3410-acre tract of land consisting of Block 1, Lot 4R of the Henrietta Creek Business Park Addition, an addition within the City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Business Park (BP) District to Business Park – Specific Use Permit District (BP-SUP) to allow School, K through 12 (Private) Use. (Ordinance No. 2022-103)

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2022-103 - SUP 2022-01 - Rezone - BP to BP-SUP - Private School K-12 Use by SUP - Block 1 Lot 4R Henrietta Creek BP Addition



City of Roanoke

Notice of Public Hearing

Zoning Amendment

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

Roanoke Planning and Zoning Commission SUP-2022-01

THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, FEBRUARY 7, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, FOR AN APPROXIMATELY 2.3410-ACRE TRACT OF LAND CONSISTING OF BLOCK 1, LOT 4R OF THE HENRIETTA CREEK BUSINESS PARK ADDITION, AN ADDITION WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, BY CHANGING THE ZONING ON SAID TRACT OF LAND FROM BUSINESS PARK (BP) DISTRICT TO BUSINESS PARK – SPECIFIC USE PERMIT DISTRICT (BP-SUP) TO ALLOW SCHOOL, K THROUGH 12 (PRIVATE) USE. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

Roanoke City Council SUP-2022-01

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, FEBRUARY 22, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, FOR AN APPROXIMATELY 2.3410-ACRE TRACT OF LAND CONSISTING OF BLOCK 1, LOT 4R OF THE HENRIETTA CREEK BUSINESS PARK ADDITION, AN ADDITION WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, BY CHANGING THE ZONING ON SAID TRACT OF LAND FROM BUSINESS PARK (BP) DISTRICT TO BUSINESS PARK – SPECIFIC USE PERMIT DISTRICT (BP-SUP) TO ALLOW SCHOOL, K THROUGH 12 (PRIVATE) USE. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, January 20, 2022, by 5:00 p.m.


April S. Hill, City Secretary

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

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



AGENDA ITEM

TO: Planning and Zoning Board

SUBJECT: Specific Use Permit (SUP 2022-01) Private School in Business Park District

MEETING DATE: February 22, 2022

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on Ordinance 2022-103, amending The Comprehensive Zoning Ordinance of The City of Roanoke, Texas, for an approximately 2.3410-acre tract of land consisting of Block 1, Lot 4R of the Henrietta Creek Business Park Addition, by changing the zoning from Business Park (BP) District to Business Park – Specific Use Permit District (BP-SUP) to allow School, K Through 12 (Private) Use.

INFORMATION:

The applicant, E. A. Young Academy, has requested an SUP to allow a K-12 private school at the proposed location.

Site Details:

- Parking - The proposed parking plan includes 90 existing parking spaces for students and faculty.
- An outdoor space including a U9 soccer field and playground would be included, enclosed by a 48" aluminum fence.
- The enrollment for the 2022-2023 academic year is 100 students.
- Hours of operation - Academic Day 7:30 am -3:45 pm; Extracurriculars 4:00 pm - 6:00 pm.

Planning and Zoning Commission

The board recommended approval.

STAFF RECOMMENDATION:

Staff recommends approval.



AGENDA ITEM

SPECIAL CONSIDERATION:

N/A

FINANCIAL CONSIDERATION:

N/A

ATTACHMENTS:

1. ORD NO 2022-103 - Rezone - BP to BP-SUP - Private School K-12 Use by SUP - Block 1 Lot 4R Henrietta Creek BP Addition - jlm draft - 10722 (002)
2. Application SUP 608 Henrietta Creek
3. School Profile 2021-2022
4. SUP Application Support Materials

ORDINANCE No. 2022-103

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, BY GRANTING A CHANGE IN ZONING FOR AN APPROXIMATELY 2.3410 ACRE TRACT OR TRACTS OF LAND CONSISTING OF BLOCK 1, LOT 4R OF THE HENRIETTA CREEK BUSINESS PARK ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, BY AMENDING THE UNDERLYING ZONING FOR THIS 2.3410 ACRE TRACT OF LAND FROM BUSINESS PARK (BP) DISTRICT TO BUSINESS PARK – SPECIFIC USE PERMIT (BP-SUP) DISTRICT TO ALLOW "SCHOOL, K THROUGH 12 (PRIVATE)" USE WITH A SPECIFIC USE PERMIT (SUP); PRESCRIBING THE PERMISSIBLE USES THEREOF; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission for the City of Roanoke, Texas, has recommended that the official zoning map of the City of Roanoke, Texas, be amended to reflect that the zoning on the approximately 2.3410 acre tract or tracts of land consisting of Block 1, Lot 4R of the Henrietta Creek Business Park Addition, an addition located within the City of Roanoke, Denton County, Texas, and being more particularly described and/or depicted in **Exhibit A** of this Ordinance, which is attached hereto and incorporated herein for all purposes, be changed from Business Park (BP) District to Business Park – Specific Use Permit (BP-SUP) District to School, K through 12 (Private) Use; and

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

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That the Comprehensive Zoning Ordinance and Map of the City of Roanoke, Texas, duly passed by the governing body of the City of Roanoke, Texas, as heretofore amended, be and the same is hereby amended to grant a change in zoning for an approximately 2.3410-acre tract of land consisting of Block 1, Lot 4R of the Henrietta Creek Business Park Addition, an addition located within the City of Roanoke, Denton County, Texas, and being more particularly described and/or depicted in **Exhibit A** of this Ordinance, which is attached hereto and incorporated herein for all purposes, be changed from Business Park (BP) District to Business Park – Specific Use Permit (BP-SUP) District to School, K through 12 (Private) Use.

Section 3.

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

Section 4. PENALTY CLAUSE

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

Section 5. SEVERABILITY CLAUSE

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

Section 6. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 22nd day of February, 2022.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

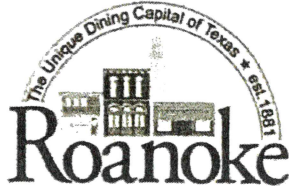
APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

Legal Description and/or Depiction
of the
Approximately 2.3410-Acre Tract or Tracts of Land

Block 1, Lot 4R of the Henrietta Creek Business Park Addition, an addition located within the City of Roanoke, Denton County, Texas.



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

SPECIAL USE PERMIT APPLICATION

Received
Payment 1/6/2022

Name of Applicant/Agent Aimee Anglin	Address, City, State, Zip 8521 Davis Blvd North Richland Hills, TX 76182	Phone Number 817-427-4888
Type of permit requested	Name of Business E.A. Young Academy	Email aanglin@eayoungacademy.com
Property Owner(s) Benson Lane Partners, Ltd.	Address, City, State, Zip 522 Benson Lane Roanoke, TX 76262	Phone Number 817-707-4770
Legal Description - Lot/Block/Subdivision HENRIETTA CREEK BUSINESS PARK BLK 1 LOT 4R	Property Address 608 Henrietta Creek Road Roanoke, TX 76262	Present Zoning Office

Are there deed restrictions that would prevent this property from being used in the manner herein proposed? No
Justification for request for Special Use Permit: This use is currently permitted by SUP in other zoning districts in the city.

Authorization:

I/ We Benson Lane Partners, Ltd. owner(s) of the above described property do hereby authorize E.A. Young Academy; Agent - Aimee Anglin to act on my/our behalf in making and representing this special use permit application.

Corey Wells Digitally signed by Corey Wells
Date: 2021.12.16 14:32:54 -0600

Owner(s) Signature

12/16/21

Date

Owner(s) Signature

Date

Attach the following:

Special Use Permit application fee of \$200.00**. Attach two (2) copies of the Metes & Bounds description of the property and a survey map (11x17) of the property. One electronic copy in a pdf format due at least 5 days prior to Council Meeting.

Aimee Anglin
Applicants Signature

12/21/21
Date

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

FOR OFFICE USE ONLY

Application Fee <u>cc</u> <u>Paid 1/6/2022</u>	P&Z Meeting	CC Meeting	File for Record SUP- _____ - _____
--	-------------	------------	---------------------------------------

8/23/2019



e.a. young academy

gifted, talented and high ability scholars

our vision

At E.A. Young Academy, we work to develop innovative, problem solving, compassionate stewards of our global community.



scholars

class of 2022 enrollment: 8
upper school enrollment: 34

K-12 enrollment: 93
students of color: 22%

admitted to four-year colleges: 100%
reside within the DFW area in a 30-mile radius

8 average class size

test scores

class of 2020-2022

	mean	mid 50%
ACT	33	30.5-34.5
SAT	1398	1333-1493
SAT EBRW	707	665-750
SAT Math	696	645-760

"At Young, it is universal not just to have an intense drive for your given specialty, but also an unreasonable amount of knowledge on topics you have no intention of using other than because you are curious about it. It's a place where students gift each other O-Chem textbooks for leisure reading, regularly engage in philosophy debates at lunch, edit each other's novels, and where my physics teacher and I regularly discuss European politics."
-Class of 2020 Graduate

faculty

75% of upper school faculty hold advanced degrees. In addition to presenting at local, state, and national conferences, many faculty members have received recognitions for leadership, excellence, and innovation in teaching from a variety of organizations.

1 to 6 faculty-to-scholar ratio

national merit

	class of 2020	class of 2021	class of 2022
Finalist	1	1	
Semifinalist			
Commended	2		2
Hispanic Scholar	1		
Indigenous Scholar		1	

advanced placement exams

2021 administration

Scholars taking AP exams	23
Total AP Exams	71
AP Capstone Diploma	5
AP Scholar with Distinction	6
AP Scholar & Scholar w/Honor	7



school

E.A. Young Academy is a K-12, accredited, private school dedicated to the gifted, talented, and high ability scholar. Located in the Dallas/Fort Worth Metroplex in the suburban community of North Richland Hills, Texas, it currently serves 78 scholars in grades K-12, drawing from an approximately 30-mile radius. E.A. Young Academy's population is a culturally diverse community of learners.

history

E.A. Young Academy began mid-academic year in 2012 with a pilot group of six, 6th grade scholars in a historical one-room school house located in Old Town Keller, Texas. A small group of advocates, educators, and parents built an environment where scholars encounter a one-of-a-kind experience that meets the unique needs of their creative minds.

Prior to the 2012-2013 academic year, E.A. Young Academy relocated to its present campus and served 15 scholars in 3rd through 7th grade. It grew from 15 scholars to 40 scholars in grades Kindergarten through 11th in the 2013-2014 academic year and by the 2014-2015 academic year, E.A. Young Academy served 60 scholars from Kindergarten through 12th grades. Currently, it serves 93 PreK-12 scholars.

curriculum

E.A. Young Academy is working to change the educational paradigm. By matching curriculum with the strengths, passions, and abilities of each scholar, life-long learners are created.

educational model

- An emphasis on collaboration, innovation, creativity, and design thinking
- Detailed, data driven, instructional goals derived through the Northwest Evaluation Association's Measures of Academic Progress PSAT, ACT, and SAT data
- Differentiated and individualized instruction
- Diverse, flexible grouping
- A progressive, technology-infused environment
- Instructional design stressing higher level thinking
- Authentic assessment

fiery hills

All scholars participate in "Fiery Hills" - an internal society within the scholar population complete with its own currency, laws, and economy.

By learning through engagement, the scholars gain a deeper understanding of the connections between the classroom and real-life skills, including financial literacy, economic conventions, and civic and governmental principles.

As in real life, the success of the society depends upon the productivity of the scholars, and so they learn to work as producers, consumers, legislators, bankers, managers, entrepreneurs, and many other roles.

Department officials are elected positions who interview, hire, train, and manage their departments. They are also given a budget that they are required to manage.

Fiery Hills is designed to empower E.A. Young Academy scholars to take an active role in their own education by creating relevant and impactful learning experiences.

talent development

E.A. Young provides opportunities to hone scholars' unique knowledge base, inspire in-depth inquiry, and develop project management skills through the Talent Development (TD) curricular requirements. The faculty-directed courses (Applied Research & Statistics, Research Ethics, Capstone Seminar, and Capstone Research) focus on skill development while allowing scholars to select the content. Other TD courses (Experiential Learning Lab, Internship, and Extended Research) require scholars to submit proposals for a course of study, recruit a project mentor, and carry out a yearlong project.

All TD courses require deliberate self-reflection, refinement of goals, and project management. Scholars share a formal presentation about their TD project at the yearly Research and Innovation Expo.

Additionally, scholars are encouraged to participate in events appropriate to their discipline – past examples include:

- Presenting at local, state, and international conferences
- Competing in ISEF affiliated science fairs
- Submitting papers for publication
- Serving as mentors for other scholars interested in their field





upper school course offerings class of 2022

english language & communications

4 credits required

English I (H)
English II (H)
English Language & Composition (AP)
English Literature & Composition I & II (D)
Capstone Seminar (AP)*
Theory of Mind:
 Special Topics in English (D)
Yearbook: Communications

mathematics

4 credits required

Algebra I (H)
Geometry (H)
Algebra II (H)
PreCalculus (H)
Calculus AB (AP only)
Calculus BC (AP only)
Applied Research and Statistics (H)*
Advanced Logic (D)

science

4 credits required

Biology (lab-based) (H)
Earth and Space Science (lab-based) (H)
Chemistry (lab-Based) (H)
Physics (H)
Physics: Mechanics (AP)
Capstone Research* (AP only)
Chemistry (lab-based) (H)
Forensic Science (H)
Extended Research (Science)

history & social sciences

3 credits required

World Studies I & II (H)
US History (AP)
US Government & Politics (AP)
Macroeconomics (AP)
Microeconomics (AP)
Theory of Mind:
 Intro to Psychology (DC)

flexible course scheduling

An asterisk (*) indicates a course that may count in multiple course categories. Such courses may only be used ONCE on a graduation plan. For example, if a scholar uses Capstone Research to fulfill their Science credit, they will need four additional Talent Development Courses, as they cannot use Capstone Research to fulfill both discipline requirements on single graduation plan.

talent development

4 credits required

Applied Research and Statistics (H)*
Research Ethics & Design
Capstone Seminar (AP)*
Capstone Research (AP)*
Experiential Learning Lab
Internship

physical education

1 credit required

Health Promotion

languages other than english

2 credits in the same
language required

German I, II, III, IV
Spanish I, II, III, IV

fine arts

1 credit

Visual Arts: Creative Expression (H)
Visual Arts (H)
Studio Art-2D Design (H)
Art and Design (AP)
Yearbook: Visual Design
Art Storm (H)

design thinking, engineering, and computer science

Programming and Design (H)
Computer Science Principles (AP only)

speech

demonstration of proficiency

Due to the project-based nature of the curriculum at E.A. Young Academy, scholars frequently demonstrate learning mastery through presentations. Their speech and communication proficiency will be formally demonstrated through culminating projects in their Talent Development Courses where presentations are given to their peers, parents, and invited professionals from the community.

class ranking

E.A. Young Academy encourages collaboration and academic risk taking. We, therefore, do not rank scholars or give academic honors based solely on grades. For example, our "Lamp of Knowledge" academic awards recognize not only aptitude, but also work ethic, achievement, and growth.

Additionally, many of our courses are only offered as Credit/No Credit (C/NC) and are based on objective mastery.

course levels & weighting

Weighting is awarded for the following courses for each grade of C- and above:

- (H) Honors +0.5 point
- (AP) Advanced Placement +1.0
- (D) Distinguished +1.0
- (DC) Dual Credit +1.0

Unless otherwise noted, all courses are also offered at the "on-level" or "core program" level.

distinguished-level courses

Distinguished-level courses (D) earn the same weight as Advanced Placement courses and are taught with the rigor and expectations of a college-level course. Distinguished-level courses allow for greater depth of study, differentiation, and personalization of the curriculum.

AP courses

Scholars are encouraged to limit their AP courses to two or three per year beginning in their sophomore year. This limitation allows scholars to explore their passions in additional authentic ways through extracurricular activities, self-study, and philanthropic work.

dual credit

Scholars will have the first opportunity to take part in a partnership with Texas Woman's University in Spring 2021 in the Introduction to Psychology dual credit course.



college acceptances and matriculation (Classes of 2018–2021)

Bold indicates matriculation by at least one scholar

Allegheny College	Rochester Institute of Art and Design
American University of Paris	Saint Edward's University
Arcadia University	Savannah College of Art and Design
Arizona State University	Southern Methodist University
American University	Southwestern University
Austin College	Saint Louis University
Bard College Berlin	Texas A&M University (2)
Baylor University	Texas Christian University
Boston University	Texas Women's University
Brown University	The College of Wooster
Carleton University	Trinity University (2)
Carnegie Mellon University	Tufts University
Colorado School of Mines	University of Arizona
Colorado University at Boulder	University of Bath (England)
Cornell College	University of California (Berkeley)
Emory University	University of Edinburgh
Goucher College	University of Denver
Imperial College London	University of Iowa
Indiana University (Bloomington)	University of New Mexico
Juniata College	University of North Carolina at Chapel Hill
Lawrence University	University of North Texas (2)
Leiden University	University of Notre Dame
Long Island University	University of Southern California (1)
Louisiana State University	University of Texas at Austin (2)
Maastricht University	University of Texas at Arlington
Massachusetts Institute of Technology	University of Texas at Dallas (2)
New York Institute of Technology	Ursinus College
Northeastern University	Vanderbilt University
Purdue University	Washington University in St Louis
Reed College	

memberships, affiliations, & recognitions

- Designated as a College Board AP Capstone Diploma school
- College Board*+
- AP Computer Science Female Diversity Award (2020)
- GuideStar Platinum Level Recognition
- Member of the National Association of Independent Schools (NAIS)
- National Association for College Admission Counseling (subscribes to the Statement of Principles of Good Practice)
- National Association for Gifted Children (NAGC)*+
- National Honor Society
- National Junior Honor Society
- National Collegiate Athletic Association (NCAA) eligible school
- Schools for the Gifted National Consortium Member
- Texas Association for the Gifted and Talented (TAGT)*+
- Supporting the Emotional Needs of the Gifted (SENG) Educator's Guild*

**Indicates that an EAYA scholar or faculty member has presented at the organization's professional conference
+Indicates that an EAYA scholar or faculty member has received recognition from the organization*



The unique culture created by E.A. Young Academy is one where gifted, talented and high ability scholars thrive. As the world becomes increasingly interconnected and competitive, E.A. Young Academy maximizes every opportunity to develop gifted learners and nurture their leadership. Multiple opportunities exist for varied interests. The philosophical vision of the academy is well reflected in the diverse menu of intercurricular offerings such as Rock Band, Mathletes, Archery, Game Club, Debate, Destination Imagination, and Chess Club.

Scholars have also formed their own organizations including DECA, E-Sports, Hack Club, and Aphelion - a non-profit organization supporting women's education in Kenya. Scholars are becoming compassionate stewards of our global community by their efforts both in and out of the classroom.

covid – 19 impact

E.A. Young Academy transitioned to remote learning after the 2020 Spring Break due to COVID-19. Third-trimester 2020 courses were assessed as usual, but, to mitigate any potential disparities in technological access during this time, grades were reported on final transcripts as either "Credit" or "No Credit" based upon the final percentage earned in each course. Final grades for 2019-2020 represent an average of Trimester 1 and Trimester 2. The 2020-2021 year began with remote instruction but returned to a traditional grading scale on report cards and transcripts. On-campus learning resumed in April 2021, therefore, extracurricular activities were limited.



Zoning Request and SUP Support Materials
608 Henrietta Creek Rd.



Site Detail

- Number of Parking Spaces-90
- Location of student parking indicated on page 2
- Number of Students and ages that attend or grades indicated on page 5
- Square footage of building - 23,536 SF
- Hours of Operation- Academic Day 7:30 am – 3:45 pm; Extracurriculars 4:00 pm – 6:00 pm
- Any transportation provided, type – None
- Drop off and pick up –provide detail and that location on the site. Indicated on the page 3
- Outdoor space and activity- provide yard enclosure detail and location on the site. Indicated on page 4.
- Any additions proposed to the existing site, i.e. landscape for screening, fencing, directional signage, add-on to the building. Indicated on page 3 and 4.
- For the SUP- Provide a copy of the site survey that depicts the building footprint, parking, fence(s) and any other structures on the site or an aerial photo; and then label/description to provide the needed information. Indicated on page 6 and 7.

Outdoor Space and Activity

Location on site indicated by blue boundary

Student Parking

Location on site indicated by purple boundary

Drop Off and Pick Up

Location on site indicated by yellow car

Drop Off and Pick Up Traffic Flow

Location and direction indicated by green arrows

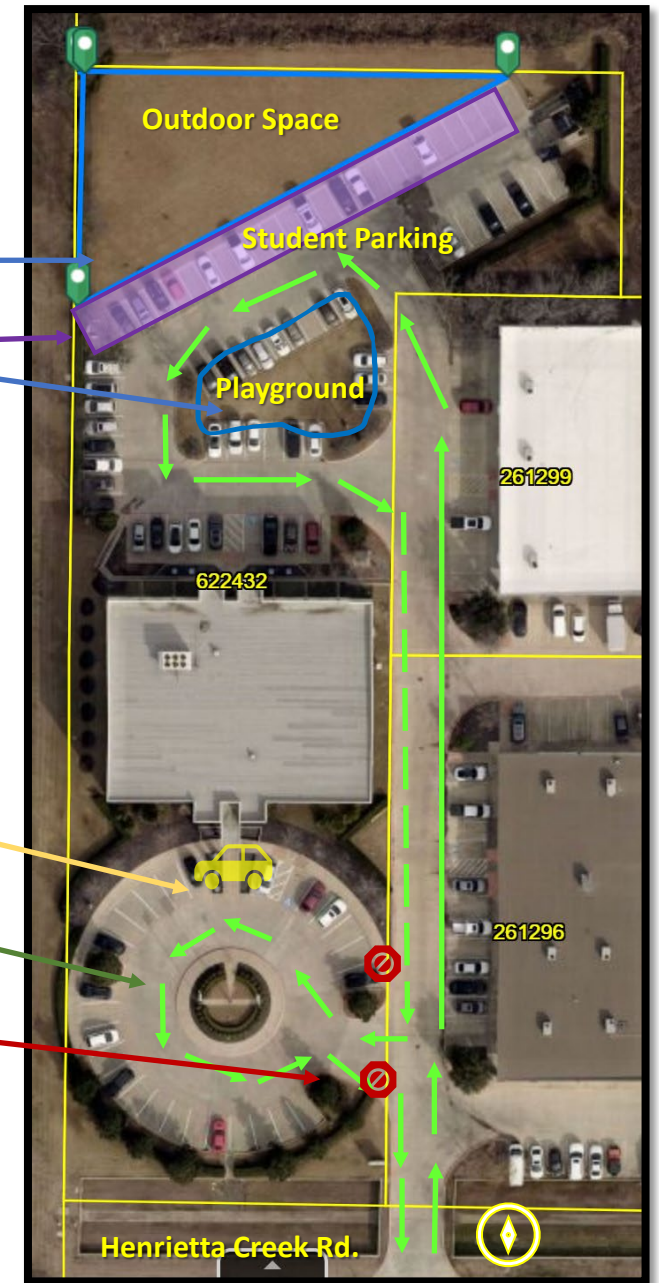
Drop off 7:30 am – 8:00 am

Pick up time 3:35 pm – 4:00 pm

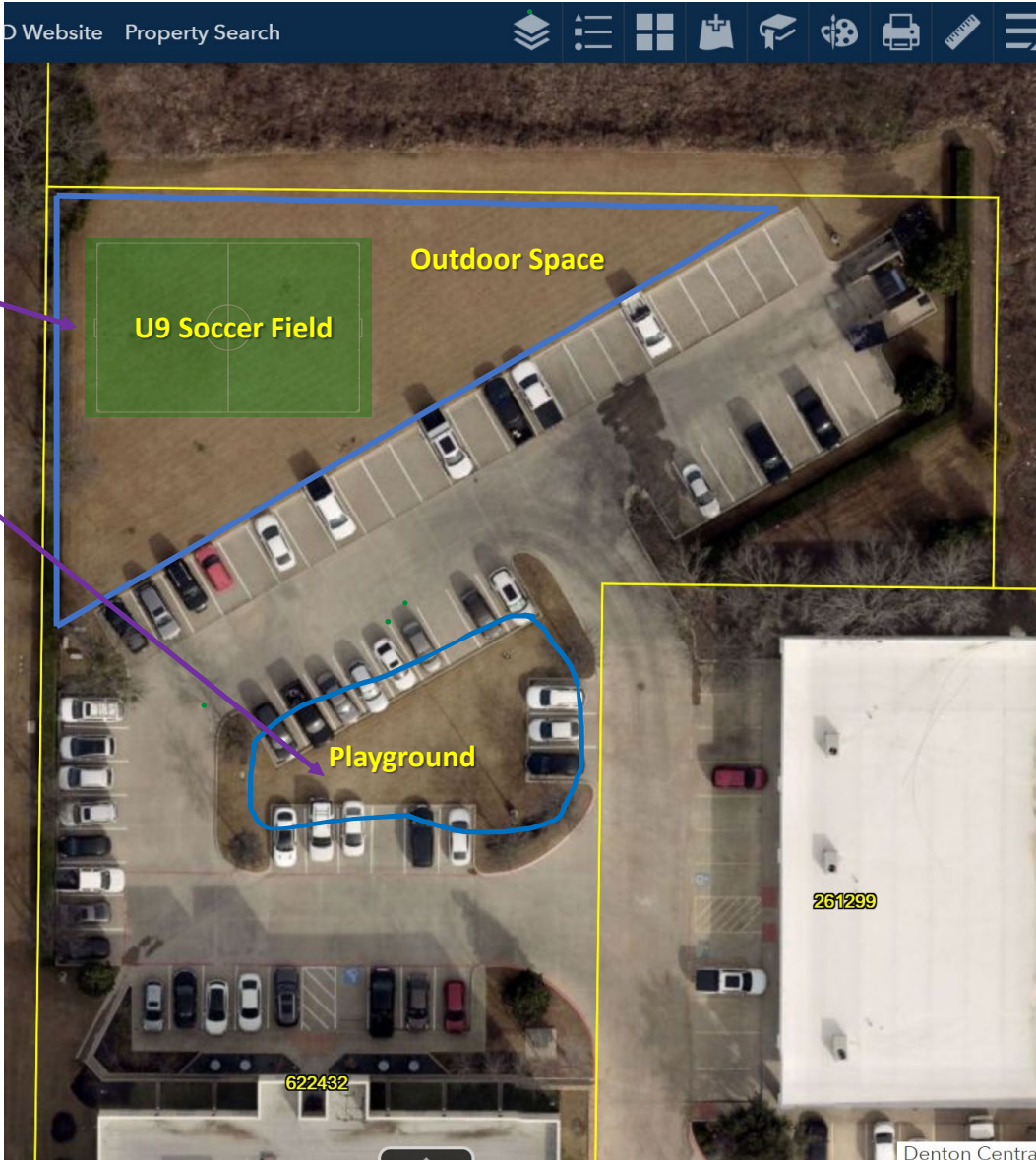
Directional Signage for Drop Off and Pick Up

Ariel Video of Property

<https://www.loopnet.com/Listing/608-Henrietta-Creek-Rd-Roanoke-TX/22192381/>



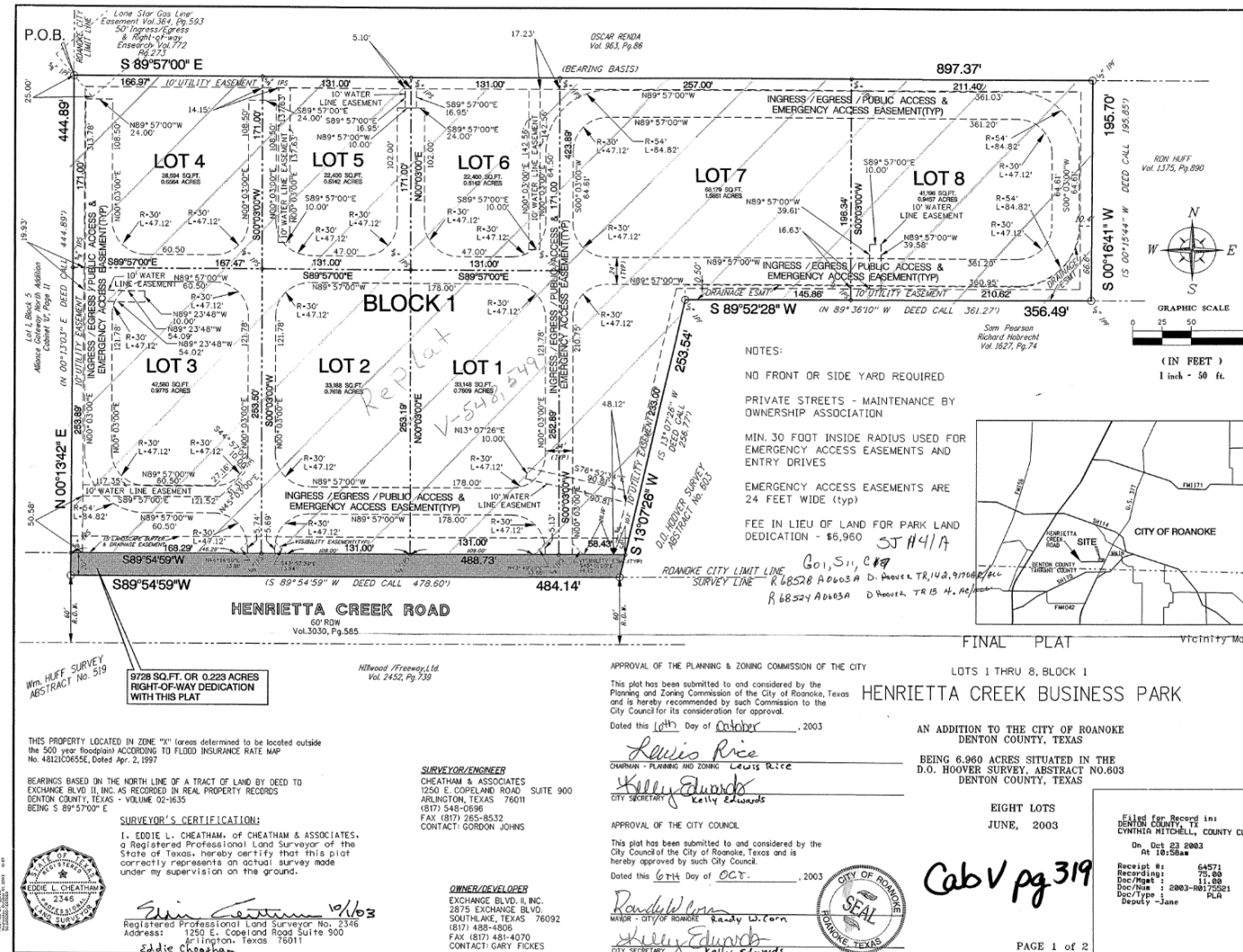
Outdoor Space and Activity Area
48 " Commercial Aluminum Fencing



**Number and Grades of Students
2022-2023 Academic Year**

PreK 5	8
K-1	14
2-5	26
6-8	15
9-12	38
Enrollment Count	100

Property Plat

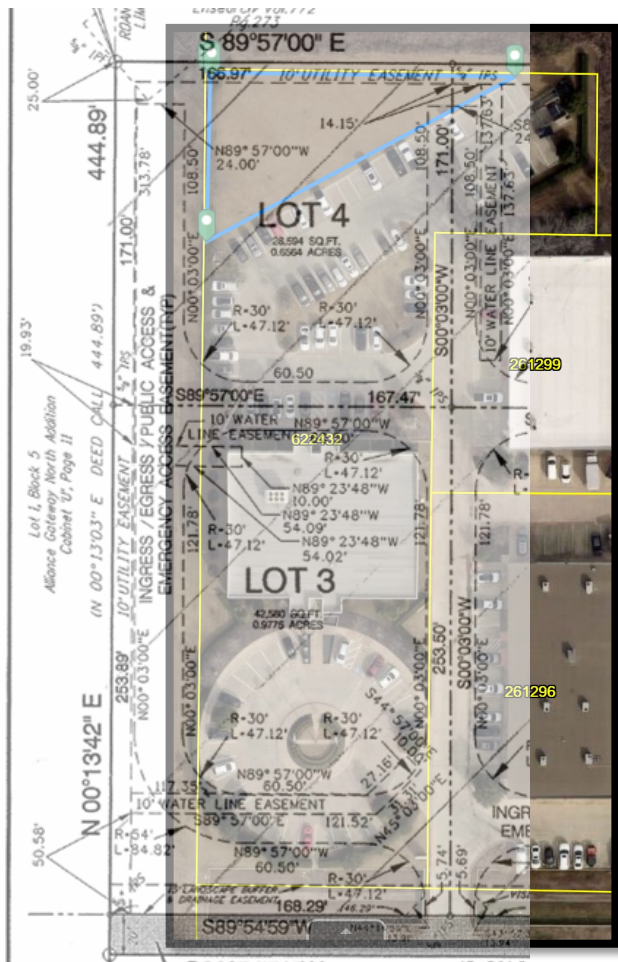
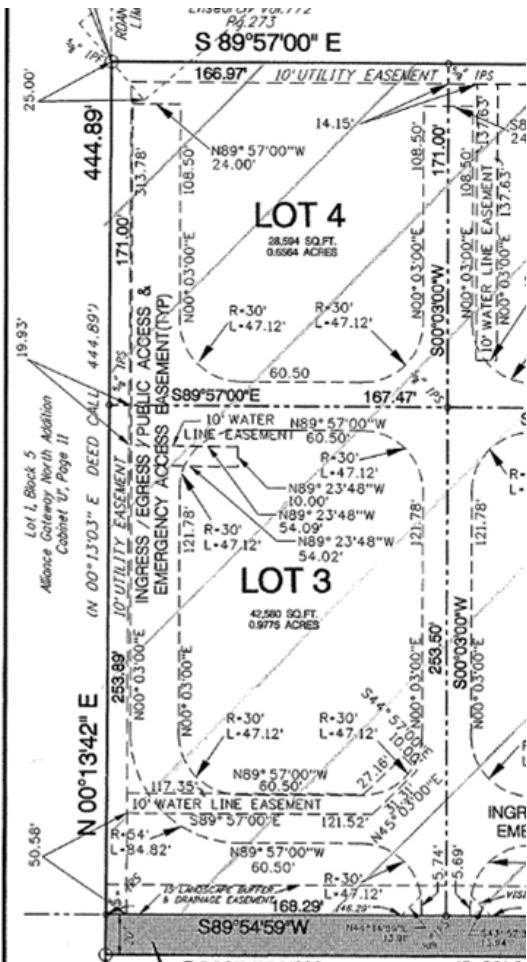


NUMBER

DRAWING NUMBER

DRAWING NUMBER

Property Plat





CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - ORD NO 2022-104

MEETING DATE: February 22, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance, by amending Chapter 12, Article III, Division 15, of the Code of Ordinances of the City of Roanoke, Texas, entitled "Oak Street Corridor Zoning District," by amending Exhibit C, entitled "Oak Street Regulating Plan"; by changing the maximum height of buildings from five (5) stories to nine (9) stories for an approximately 3.269 acre tract of land consisting of Block B, Lot 1 of the Roanoke City Center Addition, an addition to the City of Roanoke, Denton County, Texas. (Ordinance No. 2022-104)

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2022-104 - Rezone - Oak Street Corridor - Amending Exhibit C - Oak Street Regulating Plan



City of Roanoke

Notice of Public Hearing

Zoning Amendment

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

Roanoke Planning and Zoning Commission

THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, FEBRUARY 7, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE III, DIVISION 15, OF THE CODE OF ORDINANCES OF THE CITY OF ROANOKE, TEXAS, ENTITLED "OAK STREET CORRIDOR ZONING DISTRICT," BY AMENDING EXHIBIT C, ENTITLED "OAK STREET REGULATING PLAN"; BY CHANGING THE MAXIMUM HEIGHT OF BUILDINGS FROM FIVE (5) STORIES TO NINE (9) STORIES FOR AN APPROXIMATELY 3.269 ACRE TRACT OF LAND CONSISTING OF BLOCK B, LOT 1 OF THE ROANOKE CITY CENTER ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

Roanoke City Council

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, FEBRUARY 22, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE III, DIVISION 15, OF THE CODE OF ORDINANCES OF THE CITY OF ROANOKE, TEXAS, ENTITLED "OAK STREET CORRIDOR ZONING DISTRICT," BY AMENDING EXHIBIT C, ENTITLED "OAK STREET REGULATING PLAN"; BY CHANGING THE MAXIMUM HEIGHT OF BUILDINGS FROM FIVE (5) STORIES TO NINE (9) STORIES FOR AN APPROXIMATELY 3.269 ACRE TRACT OF LAND CONSISTING OF BLOCK B, LOT 1 OF THE ROANOKE CITY CENTER ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, January 20, 2022, by 5:00 p.m.


April S. Hill, City Secretary

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

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



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Ordinance No. 2022-104 Text Amendment

MEETING DATE: February 22, 2022

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on Ordinance 2022-104 amending Chapter 12, Article III, Division 15, Exhibit C, entitled "Oak Street Regulating Plan" of the Code of Ordinances of the City of Roanoke, Texas, for an approximately 3.269 acre tracts of land consisting of Block B, Lot 1 of the Roanoke City Center Addition, an addition located within the City of Roanoke, Denton County, Texas, by changing the maximum number of floors for said tract of land from five (5) stories to nine (9) stories.

INFORMATION:

The City has initiated this amendment to raise the number of floors from what is currently 5 floors to 9 floors in anticipation of the new Peabody Hotel. All required parking for the new hotel will be accounted for on-site based on early conceptual renderings.

Planning and Zoning Commission

The board recommended approval.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2022-104 - Rezone - Oak Street Corridor - Amending Exhibit C - Oak Street Regulating Plan - jlm draft - 010622 (002)



AGENDA ITEM

ORDINANCE No. 2022-104

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROANOKE, TEXAS, BY AMENDING CHAPTER 12, ARTICLE III, DIVISION 15, ENTITLED "OAK STREET CORRIDOR ZONING DISTRICT" BY AMENDING EXHIBIT C ENTITLED "OAK STREET REGULATING PLAN," BY CHANGING THE MAXIMUM HEIGHT OF BUILDINGS FROM FIVE (5) STORIES TO NINE (9) STORIES FOR AN APPROXIMATELY 3.269 ACRE TRACTS OF LAND CONSISTING OF BLOCK B, LOT 1 OF THE ROANOKE CITY CENTER ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That Chapter 12, Article III, Division 15, Exhibit C, entitled "Oak Street Regulating Plan" of the Code of Ordinances of the City of Roanoke, Texas, a copy of which is attached hereto as **Exhibit A** is hereby amended, for an approximately 3.269 acre tracts of land consisting of Block B, Lot 1 of the Roanoke City Center Addition, an addition located within the City of Roanoke, Denton County, Texas, by changing the maximum number of floors for said tract of land from five (5) stories to nine (9) stories.

Section 3. PENALTY CLAUSE

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

Section 4. SEVERABILITY CLAUSE

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

Section 5. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 22nd day of February, 2022.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

EXHIBIT C
“Oak Street Regulating Plan”



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Site Plan Retail Shell Building 1735 N Hwy 377 (SP-2022-01)

MEETING DATE: February 22, 2022

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a Site Plan (SP 2022-01) request from Bowman Consulting Group, LTD, for a multi-tenant shell building to be located on an approximate 1.116 acre parcel, being a part of the W.D. Bell Survey Abstract No. 82, Block 1 Lot 7, City of Roanoke Denton County, Texas; generally located just north of Bobcat Blvd. (.04 of a mile) on the west side of Hwy 377, and having an address of 1735 N Hwy 377.

INFORMATION:

Planning Analysis

The applicant proposes a shell building with multiple lease spaces. The plan shows 6400 square feet for retail use and 3600 square feet for a restaurant.

Zoning - PD 2010-112 Bobcat Corner's

Surrounding Land Use:

	Existing Use	Zoning	Future Land Use Plan
North	Vacant	Agriculture	Agriculture
East	Vacant	Retail	Retail
South	Retail	PD-2010-112	PD
West	Office/ Warehouse	PD-2010-112	PD



AGENDA ITEM

- **Landscape**- The landscape plan exceeds the required area and material. The plan demonstrates that 23% is provided.
- **Drainage**- A drainage plan will be accepted by the engineering consultant prior to construction.
- **Utilities**- A utility plan will be accepted by the engineering consultant prior to construction.
- **Parking**- The parking provided exceeds the required amount for the proposed uses.

Planning and Zoning Commission

The board recommended approval of the site plan.

STAFF RECOMMENDATION:

Staff recommends approval of the site plan.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. SP-2022-01 -Application
2. Roanoke Shops - Elevations
3. Site Plan
4. Landscape Plan



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

SITE PLAN APPLICATION
FEE OF \$400.00 IS DUE WITH SUBMITTAL

Name of Applicant RYAN SAFFORD	Address of Applicant 5601 DEMOCRACY DRIVE, PLANO, TX, 75024		Phone Number (972) 497-2993
Legal Interest N/A			
Owner AVARY FAMILY LTD PS-100%	Address 1075 W DOVE RD, SOUTHLAKE, TX, 76092		Phone Number
Firm preparing Site Plan Package BOWMAN CONSULTING GROUP LTD	Address 5601 DEMOCRACY DR, STE 205, PLANO, TX, 75024		Phone Number (972) 497-2993
			Email rsafford@bowman.com
Location of Property NWQ OF HWY 377 & BOBCAT BLVD.	Name of Addition/Subdivision	Lot / Block	Present Zoning PD 2010-112

Proposed Site Plan Contains:

LAND USE	NUMBER OF LOTS	ACRES FOR USE
Single Family		
Multi-Family		
Planned Development		
Office		
Retail	1	1.116
Commercial		
Industrial		
Flood Plain		

A copy of the final plat or re-plat of the approved subdivision by the City Council showing property boundary lines and dimensions and easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property should be included.

If the property is subject to a Plan Development a statement showing that the proposed use substantially conforms to the Plan Development.

(P&Z two (2) folded copies (24"X36") & an electronic copy (pdf) City Council) Site Plan fee is \$400.00. Fees are subject to change as amended by Ordinance.

Applicants Signature

Date

FOR OFFICE USE ONLY

Site Plan Fee <i>KW/ltz pd \$400 cc #043862 1/25/22</i>	P&Z Meeting FEB 07 2022	CC Meeting FEB 22 2022	File for Record SP- <u>2022 - 01</u>
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08/23/2019

City of Roanoke Site Plan Checklist



Submission Requirements

- ☐ Completed Application Form/Filing Fee
- ☐ Transmittal Letter
- ☐ Electronic Copy (PDF)

Print Requirements

- ☐ Staff Review
Two (2) sets of prints (**folded copies**) for staff discussion. (Plans shall be received thirty (30) days prior to P&Z meeting.)
- ☐ Planning & Zoning Commission
Two (2) 24x36 (**folded into sets**) Black line prints of the complete site package. (Plans shall be received thirty (30) days prior to P&Z meeting.)

Meetings are held on the 1st and 3rd Monday at 7:00 p.m. of each month. All information must be received one week prior to the meeting date.

- ☐ City Council
One (1) electronic copy (PDF) of the complete site package with and revisions made by the Planning & Zoning Commission.

Meetings are held on the 2nd and 4th Tuesday at 7:00 p.m. of each month. All information must be received one week prior to the meeting date. These prints should contain any revisions made by staff or Planning & Zoning Commission.

Site Plan

- ☐ Title block, titled Site Plan, lower right corner including subdivision name, block & lot numbers, and date of preparation.
- ☐ Name, address, phone and email of the owner, applicant and engineer or architect.
- ☐ North arrow and scale.
- ☐ Site Data Table / Scale 1" = 50'
 - Existing Zoning
 - Proposed Use
 - Square footage of each proposed use
 - Building area (gross sq. ft.)
 - Building height
 - Required & Provided parking per each use
 - Proposed lot coverage

Site Plan Continued

- ☐ Property boundaries with dimensions.
- ☐ Zoning districts adjacent to the property.
- ☐ Adjoining streets including existing and proposed median openings, curbs, sidewalks, street intersections, driveways, and alleys within 300 hundred feet of the property.
- ☐ Indicate spacing between driveways within the subject property and adjacent properties.
- ☐ Parking layout and driveways, including loading areas, dedicated fire lanes if required, access easements, and parking space dimensions.
- ☐ All existing and proposed drainage and utility easements.
- ☐ Topography with contour intervals of two (2) feet in 100 feet and minimum finished floor elevations, both referenced to mean sea level datum.
- ☐ Show location of the FEMA 100 year flood plain.
- ☐ Refuse facilities and mechanical equipment, including height, materials, and elevations or proposed screening.
- ☐ Lighting facilities, security lighting, screening, and glare shields.
- ☐ Proposed attached and monuments signs, showing elevations, dimensions, total square footage, materials, colors, font and lighting source. (sign information may be include on separate sheet)
- ☐ Preliminary Engineering. (conceptual utility plan)
- ☐ Show all existing and proposed sidewalks.
- ☐ Show Fire hydrant layout.
- ☐ Show existing and proposed Water & Waste Water.
- ☐ Any additional information as needed.

Building Elevations-Color Facade with any attached (wall-mounted) signage

- ☐ North, South, East and West building elevations.
- ☐ Proposed building materials that include manufacturer's specifications.
- ☐ Proposed building height.
- ☐ Percentage of proposed materials.

Landscape Plan

- ☐ Title block, titled Landscaping Plan, lower right corner including subdivision name, block & lot numbers, and date of preparation.
- ☐ Name, address, phone and fax numbers of the owner, applicant and Landscaping Architect.
- ☐ North arrow and scale. (same scale as site plan)
- ☐ Property boundaries with dimensions.

Landscape Plan Cont.

- ☒ Landscape Data Table showing required and provided square footage for each category as follows:

	Required	Provided
Perimeter Landscape	_____	_____
Number of Trees	_____	_____
Interior Landscape	_____	_____
Number of Trees	_____	_____
Non-vehicular Landscape	_____	_____
Number of Trees	_____	_____
Total Site Area devoted to landscape:	_____ %	

- ☒ Plant Table listing the number of each of tree and shrub species, providing scientific and common name and including caliper inches.
- ☒ A Plant Legend, if symbols or abbreviations are used.
- ☒ Show all areas of landscaped areas and plant materials on plan designated to fulfill interior, perimeter, and non-vehicular landscape requirements.
- ☒ Show location of trees to be preserved.
- ☒ Show spacing of plant material to be used.
- ☒ Show description of maintenance provisions for the Landscape Plan.
- ☒ Show proposed and existing sidewalks and utility easements.
- ☐ Show irrigation system if applicable.
- ☐ Show rain and freeze protection.

SITE PLAN APPROVAL CONDITIONS FOR RETAIL & OFFICE PROJECTS OUTSIDE INDUSTRIAL AREAS

These conditions and other considerations outlined in the CIVIC report should be considered in the design of a site plan.

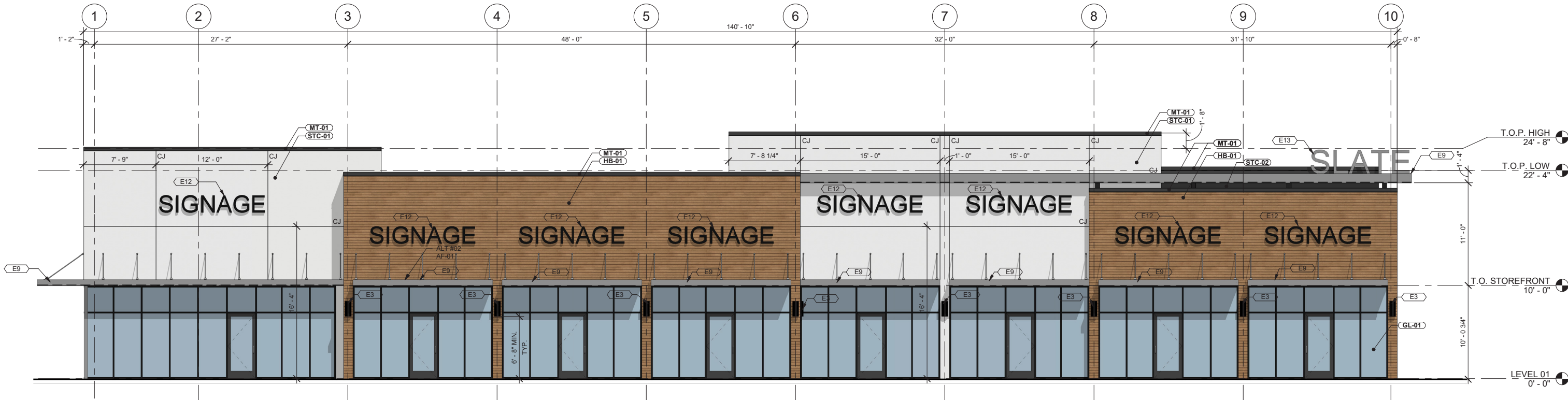
- ☒ Utility meters will not be visible except in areas clearly intended as service areas where the public is generally excluded.
- ☒ Mechanical equipment located on rooftops will be screened.

This checklist is provided as a supplement only. It is the applicant's responsibility to review and comply with the requirements of the Zoning Ordinance, Subdivision regulations and Construction specifications. Concept plans for Zoning Changes or Specific Use Permits require all items on the checklist (only civils may be excluded).

ROANOKE SHOPS

CLIENT: SLATE

ELEVATION EAST



NOTES BY NUMBER - ELEVATIONS

Keynote	Description
E1	RECESSED NFHB, RE: PLUMB
E3	LIGHT FIXTURE A, RE: ELEC.
E4	LIGHT FIXTURE B, RE: ELEC.
E5	FIXED LADDER S/ FLAT PLATE, PAINT BLACK
E6	PREFINISHED METAL SCUPPER AND DOWNSPOUT TO MATCH HB-01
E7	BUILDING MOUNTED ELEC. METERS, RE: ELEC. MOUNT IN ACCORDANCE WITH BUILDING OWNER STANDARD MOUNTING PROCEDURES.
E8	TEL/DATA DEMARC
E9	PREFINISHED METAL CANOPY WITH RED LIGHT STRIP ALONG PERIMETER, PER MANUF.
E10	FULLY RECESSED KNOX BOX PER AHJ REQUIREMENTS. CONFIRM LOCATION W/FIRE MARSHALL PRIOR TO INSTALLATION
E11	GAS MANIFOLD, COORD. FINAL LOCATION WITH FRANCHISE UTILITY PROVIDER & COORD W/CIVIL
E12	PROVIDE JBOX BEHIND "SIGNAGE" LOCATION
E13	PREFABRICATED EXTRUDED ALUMINUM SIGNAGE ATTACHED TO CANOPY. PROVIDE POWER BEHIND "SLATE SIGNAGE" LOCATION. APPROX. 11'-0" X 2'-6"

EXTERIOR FINISH LEGEND

 STC-01 3 COAT PORTLAND CEMENT PLASTER COLOR: CREAM	 GL-01 SOLARBAN 60 (2) OPTIGRAY + CLEAR
 STC-02 3 COAT PORTLAND CEMENT PLASTER COLOR: DARK GREY SW7069	 AF-01 ALTERNATE #02 ACRYLIC FABRIC SUNBRELLA AWNING/MARINE COLOR: OYSTER
 HB-01 HARDIE BOARD BOD: ASPYRE REVEAL INSTALLATION: SHIPLAP SIDING W/ HIDDEN FASTENERS SIZE: 10.25" STYLE: SELECT CEDAR MILL COLOR: KHAKI BROWN	 MT-01 PREFINISHED METAL COLOR: BLACK

SCALE 1'-0" = 3/32" 2

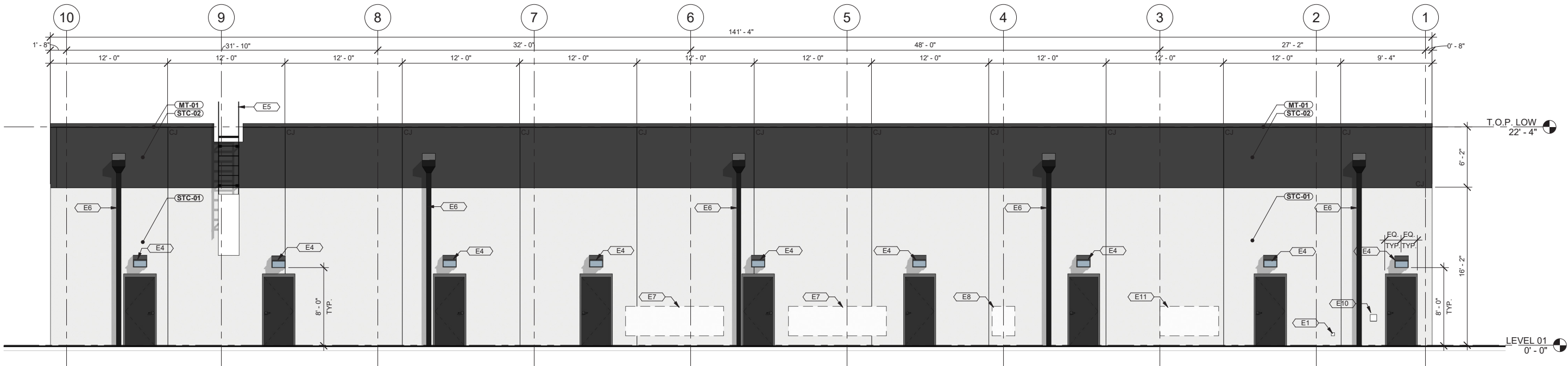
ROANOKE SHOPS BY SLATE

ROANOKE, TEXAS

SLATE LLC

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ELEVATION WEST



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◊	<<< Indicates Sheet Keynote on Plan
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SCALE 1'-0" = 3/32" 3

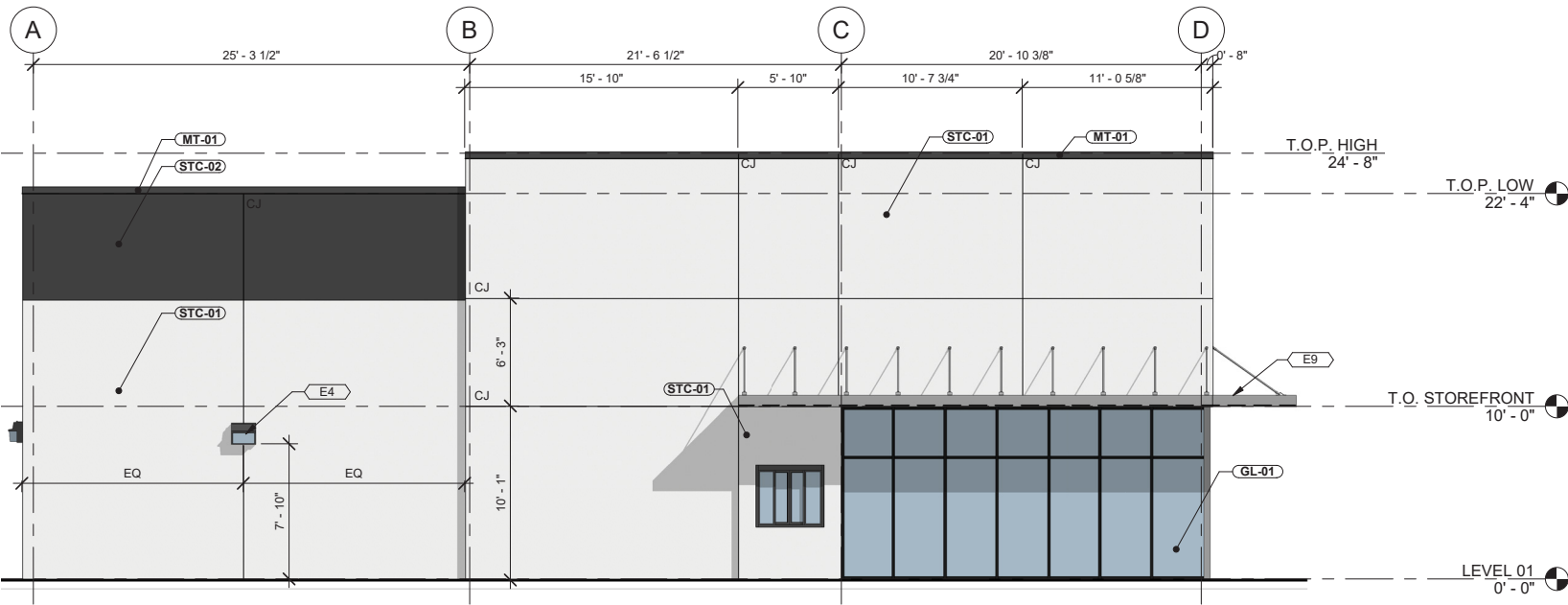
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ROANOKE, TEXAS

SLATE LLC

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ELEVATION SOUTH



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SCALE 1'-0" = 3/32" 4

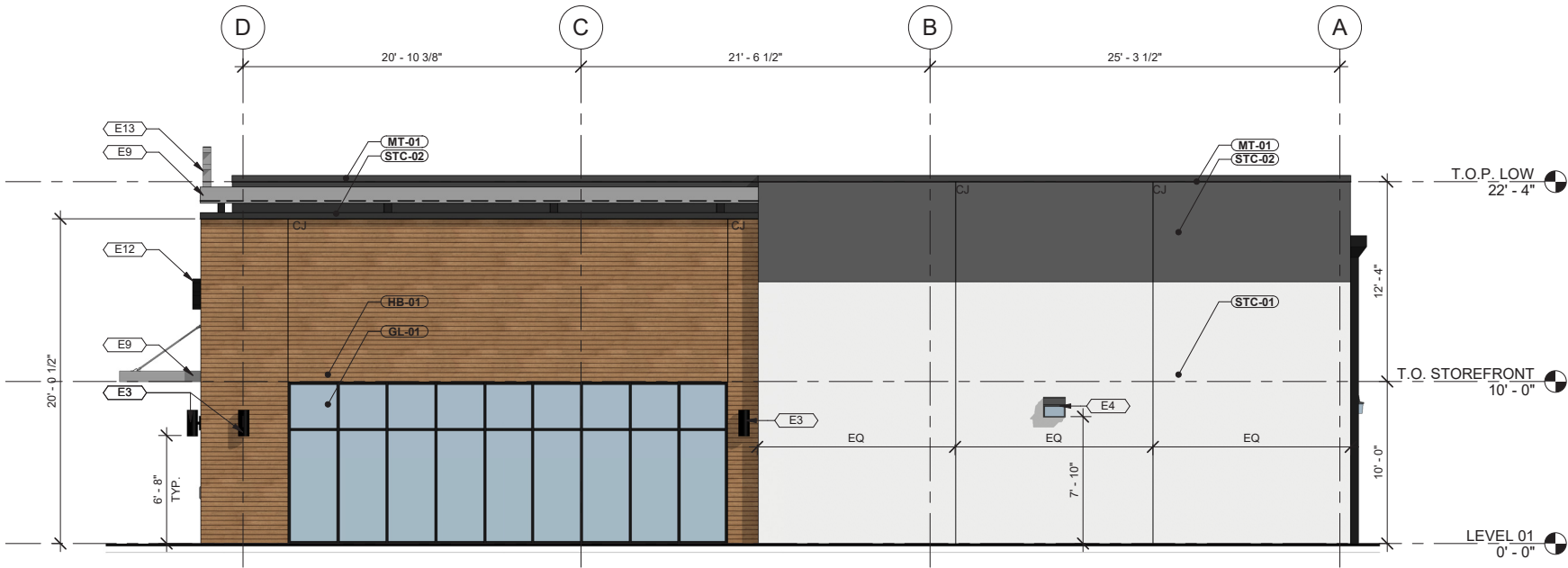
ROANOKE SHOPS BY SLATE

ROANOKE, TEXAS

SLATE LLC

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ELEVATION NORTH



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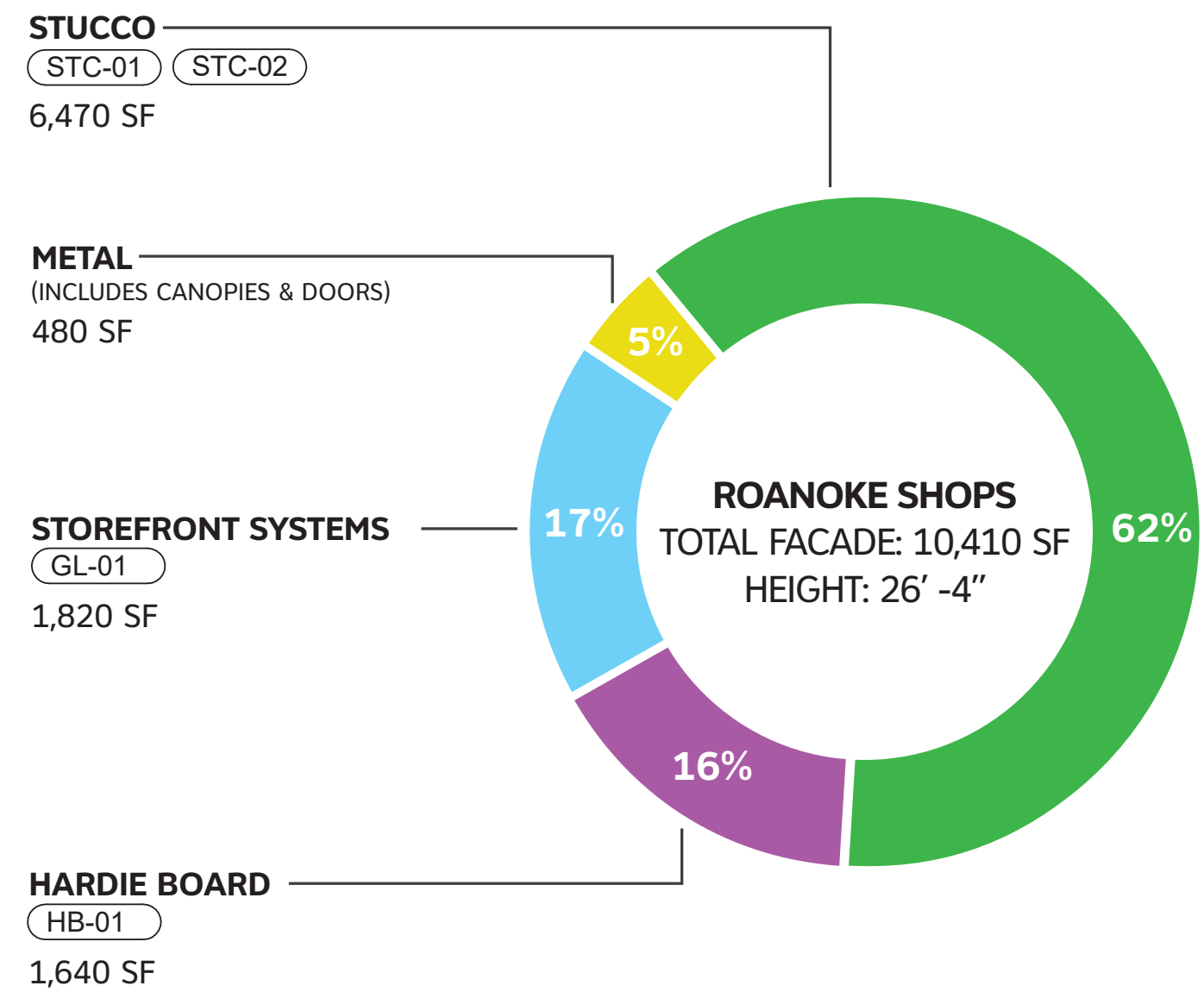
SCALE 1'-0" = 3/32" 5

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ROANOKE, TEXAS

SLATE LLC

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MATERIAL SPECS

- 

STC-01

3 COAT PORTLAND CEMENT PLASTER
COLOR: CREAM
- 

STC-02

3 COAT PORTLAND CEMENT PLASTER
COLOR: DARK GREY SW7069
- 

HB-01

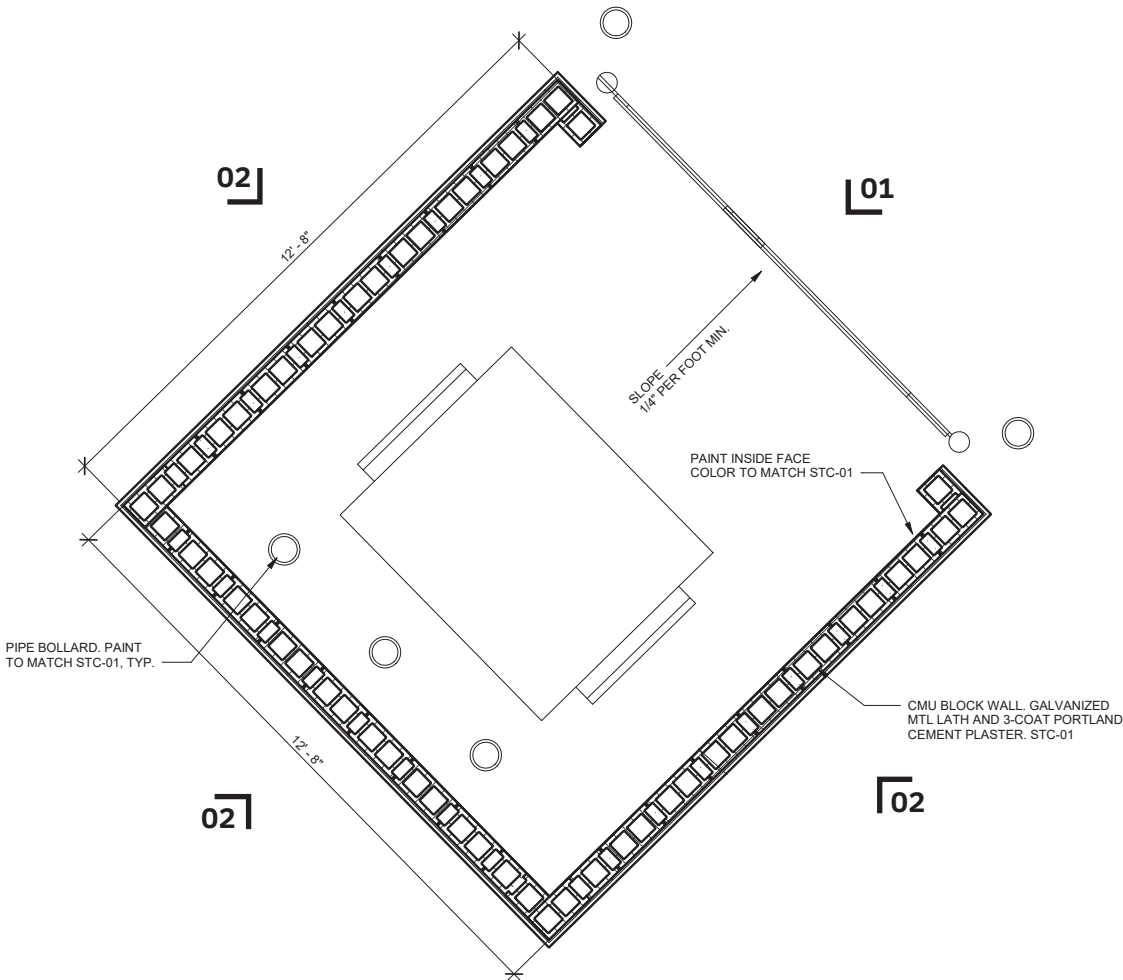
HARDIE BOARD
BOD: ASPYRE REVEAL
INSTALLATION: SHIPLAP SIDING W/
HIDDEN FASTENERS
SIZE: 10.25"
STYLE: SELECT CEDAR MILL
COLOR: KHAKI BROWN
- 

GL-01

SOLARBAN 60 (2)
OPTIGRAY + CLEAR

DUMPSTER ENCLOSURE

MATERIALS



DUMPSTER PLAN

NOTES BY NUMBER - ELEVATIONS

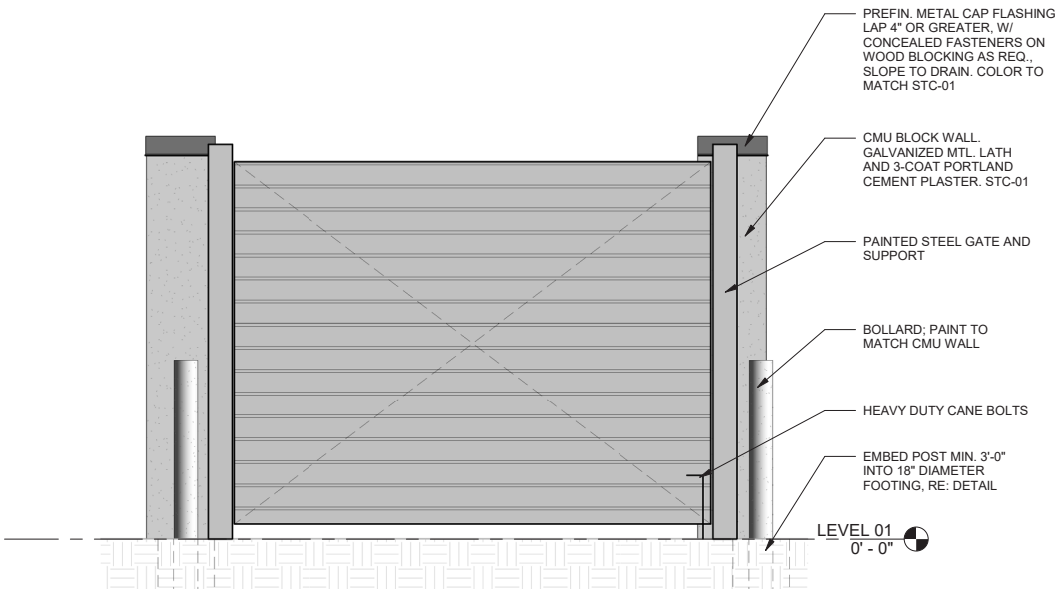
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ELEVATION 02



ELEVATION 01

SCALE 1'-0" = 1/4"

7

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ROANOKE, TEXAS

SLATE LLC

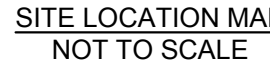
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»» 211 N ERVAY ST, STE 610
DALLAS, TEXAS 75201
modus architecture

CONTACT:

CLEMENTE JAQUEZ, AIA | 214.769.5631 | CLEMENTE@MODUSARCHITECTURE.COM
MIKE MACGREGOR, AIA | 314.302.6864 | MIKE@MODUSARCHITECTURE.COM

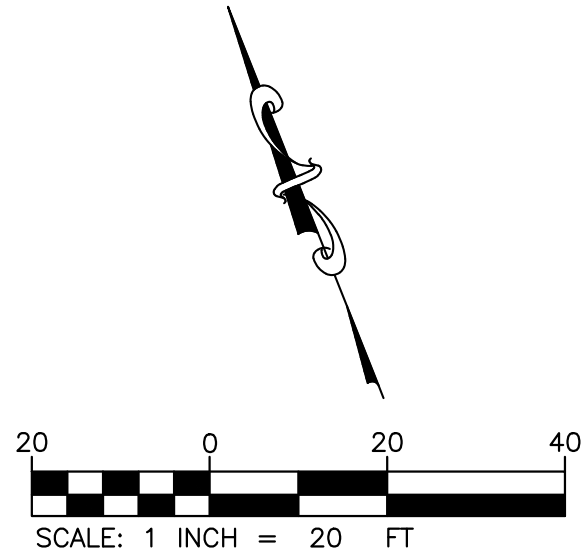


UNITED STATES OF AMERICA
VOL. 373, PG. 253

ZONING: PLANNED
DEVELOPMENT
2010-112

ZONING: PLANNED
DEVELOPMENT
2010-112

PARCEL AREA	1.115 AC (48,607 SF)
SITE LOCATION	NWQ OF HWY 377 & BOBCAT BLVD.
ZONING DESIGNATION	PD 2010-112
EXISTING LAND USE	VACANT LOT
PROPOSED RESTAURANT USE (SF)	3,600 SF
PROPOSED RETAIL USE (SF)	6,400 SF
PROPOSED LAND USE	RETAIL / RESTAURANT
ADJACENT ZONING (N, E, S, W)	AGRICULTURAL, RETAIL, PD 2010-112, PD 2010-112
FLOOR AREA RATIO (LOT COVERAGE)	0.206
IMPERVIOUS AREA	0.93 AC (40,807 SF)
IMPERVIOUS SURFACE RATIO	0.84
PERVIOUS AREA	0.179 AC (7,800 SF)
PERVIOUS SURFACE RATIO	0.16
BUILDING SETBACKS	
FRONT (EAST)	25 FT
REAR (NORTH)	-
SIDE (SOUTH)	-
SIDE (WEST)	-
LANDSCAPE BUFFER	
FRONT (EAST)	15 FT
SIDE (WEST)	-
FEMA FLOOD ZONE	ZONE X
FEMA FLOOD MAP NO.	48121C0515G



1. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB, PROPERTY LINE OR CENTERLINE OF STRIPING UNLESS OTHERWISE NOTED.
2. ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND LOT LINES MAY NOT BE SHOWN. REFER TO THE ALTANSPS LAND TITLE SURVEY PREPARED BY PEISER & MANKIN SURVEYING, LLC, DATED SEPTEMBER 23, 2021, FOR COMPLETE BOUNDARY INFORMATION AND ASSOCIATED ENCUMBRANCES.
3. PRE-CONSTRUCTION MEETING WITH CITY ENGINEER SHALL BE HELD PRIOR TO CONSTRUCTION COMMENCEMENT.
4. THE WORK SHALL BE COMPLETED WITHIN 84 HOURS OF NOTICE PRIOR TO PERFORMING ANY INSPECTIONS.
5. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE TxDOT DESIGN STANDARDS AND THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL MECHANICAL EQUIPMENT TO BE ROOF MOUNTED AND SCREENED FROM THE STREET.
7. CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNFINISHED CONSTRUCTION, INCLUDING BUT NOT LIMITED TO: CURBS, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
8. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
9. BUILDING SETBACK DIMENSIONS MEASURED TO OUTERMOST ARCHITECTURAL FEATURE. CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
10. ALL CURB RADIUS ARE 3' UNLESS SHOWN OTHERWISE.
11. PRIOR TO INSTALLATION, CONTRACTOR MUST VERIFY LOCATIONS OF LIGHT POLES, LANDSCAPING AND UTILITIES.
12. CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR BUILDING FOOTPRINT.
13. CONTRACTOR TO REFER TO PHOTOMETRIC PLAN FOR LIGHT POLE DETAILS.
14. SANITARY CONTAINER SCREENING WALLS WILL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE FRAME, PRIMER PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATIONS.
15. MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NON RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

- GAS METER
- IRR. CONTROL VALVE
- TELEPHONE PEDESTAL
- POWER POLE
- DOWN GUY
- S.S. MANHOLE
- CLEAN OUT
- FIRE HYDRANT
- WATER METER
- FUEL PORT
- WATER VALVE
- TRANSFORMER PAD
- ELECTRIC METER
- STORM DRAIN MANHOLE
- WATER MANHOLE
- TRAFFIC SIGNAL POLE
- TELEPHONE MANHOLE
- SWB MANHOLE
- GAS MANHOLE
- VAULT
- HANDICAP SPACE
- SIGN
- LIGHT POLE
- TYPICAL FENCE
- CONCRETE
- BOLLARD
- COVERED AREA
- A/C PAD

PROPOSED BUILDING	
PROPERTY LINE	
STD. 6" CONCRETE CURB	
PARKING SPACE COUNT	
HEAVY DUTY CONCRETE	
CONCRETE SIDEWALK	

PARKING REQUIRED:	1 PER 400 SF (RETAIL)	
	= 6,400 SF / 400 = 16 SPACES	
	1 PER 100 SF (RETAIL)	
	= 3,600 SF / 100 = 36 SPACES	
TOTAL REQUIRED PARKING:	52 SPACES	
SPACES PROVIDED:	49	REGULAR
	4	ADA
	53	TOTAL
TYPICAL DIMENSIONS:	9'	WIDTH
	18'	DEPTH

SITE IS LOCATED IN ZONE X (OUTSIDE OF THE 100-YEAR FLOOD PLAIN) PER FEMA FIRM NUMBER 48085C0240K, EFFECTIVE JUNE 7, 2017

BOWMAN CONSULTING GROUP, LTD
5601 Democracy Dr., Ste 205
Plano, Texas 75024
[Phone] 972.497.2990
Contact: Ryan Safford, P.E.

SLATE DEVELOPMENT
5729 Lebanon Rd., #144589
Frisco, Texas 75034
[Phone] 214.718.2626
Contact: Kris Ramji

STUDIO GREEN SPOT, INC
1333 W. McDermott, #200
Allen, Texas 75013
[Phone] 469.369.4448
Contact: Chris Tronzano

AVARY FAMILY LTD PS
1075 W. Dove Rd.,
Southlake, TX 76092



DATE OF PREPARATION: JANUARY 7, 2022

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

SLATE RETAIL & RESTAURANT
NNWQ OF HWY 377 & BOBCAT BLVD., ROANOKE, TX, 76262
LOT 7, BLOCK 1

THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW,
MARK-UP, AND/OR DRAFTING
UNDER THE AUTHORITY OF
RYAN C. SAFFORD, P.E.
#98417
ON JANUARY 7 2022.
IT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES.

DESIGN PK	DRAWN PK	CHKD RCS
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JOB No. 070473-01-001

SHEET
SP-1



AGENDA ITEM

TO:

SUBJECT:

MEETING DATE: February 22, 2022

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider authorizing the addition of three (3) fire fighters through the Safer Grant Program.

INFORMATION:

In 2018, the City applied for a SAFER (Staffing for Adequate Fire and Emergency Response) Grant to fund new fire personnel positions. You may recall the grant's breakdown of funding obligations as follows:

	City	Grant
year one	25%	75%
year two	25%	75%
year three	65%	35%
year four	100%	0%

In 2019, the City was awarded the SAFER Grant for six (6) new positions. However, due to the potential for budget constraints as a result of proposed internet sales tax sourcing rules (and the onset of the pandemic), the City opted to accept funding for only three of the six approved positions. The City's portion for these three positions has been included in each year's budget, and we are currently in year two of this grant. We will move into year three in March of 2022, where the City's portion will increase to 65%. We would absorb the full amount for these positions in March of 2023.

As you are aware, after much due diligence, it now appears the internet sales tax sourcing rules will not have a major negative effect on the City budget; and we have performed well in the face of the pandemic. We have learned that the grant program is still willing to provide funding for the three other positions as part of our original approval (without reapplying) for the remaining year of the grant (meaning the grant would pay 35% of these positions (approximately \$84K) for one year. Upon learning



AGENDA ITEM

this, staff has analyzed the impact on the FD budget if the City accepted the additional three positions as follows:

FY 2022 Amend Current Budget to add \$78,038 in personnel costs

FY 2023 Budget additional \$120,058 in personnel costs

FY 2024 Budget additional \$120,058 in personnel costs

It is the staff's opinion that these costs can be responsibly absorbed over the next three years, with no negative impact on other operational needs or programming. Current FD operations include three shifts. Current staffing levels accommodate seven persons per shift, with a six-person minimum. Adding these three positions would take our three fire shifts to eight persons per shift, with a six-person minimum. A six-person minimum allows each shift to consistently run the second ambulance. When a shift falls below six (due to illness, vacation, training, etc.), overtime expenses are required for staffing that sixth position. In cases where the sixth position cannot be staffed, we are unable to run our second ambulance for that shift. Increasing to eight person shifts would significantly improve our ability to maintain minimum staffing, and improve our ability to consistently run the second ambulance on each shift. Chief Addington will be available to address these effects in greater detail on Tuesday night.

If it is the Council's desire to authorize these three positions through the SAFER Grant Program, staff will include a budget amendment for the current year for consideration at the next meeting.

STAFF RECOMMENDATION:

Authorize the addition of three (3) fire fighters through the Safer Grant Program

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. SAFER cost budget estimates

Potential Budget Implications

	FY2022 (6 months)		FY2023 (6 months)		FY2023 (6 months)		FY2024
Roanoke Share %	65%		65%		100%		100%
Personnel	\$	84,150.00	\$	84,150.00	\$	84,150.00	\$ 168,300.00
Benefits	\$	35,908.50	\$	35,908.50	\$	35,908.50	\$ 71,817.00
Subtotal	\$	120,058.50	\$	120,058.50	\$	120,058.50	\$ 240,117.00
Federal Share	\$	42,020.48	\$	42,020.48	\$	-	\$ -
Applicant Share	\$	78,038.03	\$	78,038.03	\$	120,058.50	\$ 240,117.00
Total :	\$	120,058.50	\$	120,058.50	\$	120,058.50	\$ 240,117.00
Budget Impact		2022				2023	2024
	\$	78,038.03			\$	120,058.50	\$ 120,058.50

Based on current starting pay with benefits for a Firefighter/EMT.
Grant award is for 6 FF/Paramedics. We hired 3 in July 2021.



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Facade Grant - 412 N. Oak St.

MEETING DATE: February 22, 2022

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action for a façade grant application from Christian and Alisha Mitchell of Ilision Glassworks, LLC. at 412 N. Oak St. Roanoke, TX.

INFORMATION:

The Facade Grant Review Committee received an application for consideration for improvements to the exterior building for the amount of 50% of the final project cost or \$15,000.00. The estimated amount of the project is \$7,000.00. Improvements to the exterior include:

- Landscaping that consists of removal of existing plant material, new hardwood mulch and planting materials.
- 4ft. X 4ft. detached sign with 3" aluminum posts.

STAFF RECOMMENDATION:

Staff recommends approval of 50% of the amount of the completed project, or \$3,500.00, once work has been completed and accepted.

SPECIAL CONSIDERATION:

In the FY 2021-2022 Budget, the City Council approved funding in the amount of \$ 50,000.00 for the Façade Grant Program. There is \$26,462.31 left in this fiscal year for funding the program.

FINANCIAL CONSIDERATION:

N/A



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

1. Grant Application - 412 N Oak Street

12. The following are attached to this application:

- ☒ A written description of the proposed project
- ☒ A drawing or rendering of the proposed project
- ☒ A detailed cost breakdown of the proposed project
- ☒ Quotes from contractors or suppliers
- ☒ An approval letter from the building owner

The undersigned applicant affirms that:

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

Applicant Signature: Alisha Mitchell Date: 1/19/2022

Business Name: Illusion Glassworks dba Illusion Home Goods

Address: 412 N. Oak Street, Roanoke, TX 76262

Phone: 469-719-7444



Landscape Maintenance Contract for Facade Grant Program Recipients

The undersigned grant recipient hereby agrees to the following terms and conditions of the matching grant award for use in landscaping materials.

(Name of Business) agrees to properly maintain all landscaping to the specifications of the City of Roanoke, which are summarized below.

- Provide proper hydration as needed to all trees, shrubs, flowers, vines, grasses and any plant material
- Provide proper fertilization to all of the above, regularly, as prescribed by individual plant requirements
- Provide proper general care of all landscaping on a regular schedule, including, if applicable, weekly mowing at recommended heights, edging, trimming, pruning, sucker removal, raking/leaf removal, transplanting, grooming, maintaining of espaliered shrubs and vines, deadheading as needed
- In case of plant failure, provide immediate removal, appropriate disposal and replacement in a timely manner
- Agree to purchase plant materials with warranty by retailer/supplier, if possible
- Agree to inspections from City on a regular basis to assure quality of landscaping improvement

The City of Roanoke shall not be liable for any loss or damage sustained on landscaping items. The grant recipient shall have the City of Roanoke whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court or attorney's fees.

Applicant Signature Alisha Mitchell Date 1/19/2022
Name of Business Illusion Glassworks dba Illusion Home Goods
Address 412 N. Oak Street
Phone 469-719-7444

Simpson Properties, LLC

P.O. Box 291
Roanoke, TX 76262
682-478-8001

January 19, 2022

Illusions Glasswork LLC
Christian Mitchell
Alisha Mitchell
412 N Oak
Roanoke, TX 76262

Dear Mr. & Mrs. Mitchell,

This letter is to inform you that we approve placement of signage and additional landscaping in accordance with City of Roanoke Ordinances for the following property:

412 N. Oak, Roanoke, TX 76262

Please submit a copy of your proposal for the signage and landscape improvements at your earliest convenience.

Please note that Simpson Properties, LLC does not provide leasehold improvement funding for our properties (changes to standard improvements / maintenance).

Should you have any further questions or concerns please feel free to contact us at (940) 222-1222 or via email at simpsonpropllc@gmail.com.

Danny W. Simpson

Simpson Properties, LLC

940-222-1222

simpsonpropllc@gmail.com



P.O. Box 1377 Colleyville, TX 76034-1377 TheLawnFirm.com

Proposal #3009

Created: 12/06/2021

From: Reese Stubenbordt

Proposal For

Christian & Alisha Mitchell

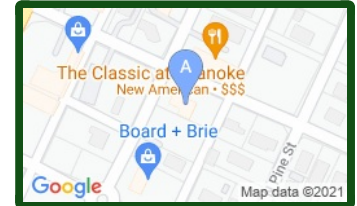
412 N. Oak St.

Roanoke, TX 76262

Location

412 N Oak St

Roanoke, TX 76262



Front Landscape

Terms

Net 30

QUANTITY	ITEM DESCRIPTION
1	Plant Removal Remove all existing plants in front landscape bed. Cut down Yaupon Tree right side of the entrance by sidewalk. Remove all existing plants in left side bed by parking area.
1	Bed Preparation Prep all landscape beds for new plants, tilling in landscape soil.
37	3-gal Install the following plants: Right front bed, (5) 3-gallon Sunshine Ligustrum (2) 3-gallon Purple Muley Grass Left Front bed (5) 3-gallon Sunshine Ligustrum (2) 3-gallon Purple Muhley Grass Left side bed by parking area. (10) 3-gallon Loropetalum (10) 3-gallon Sunshine Ligustrum (3) 3-gallon Purple Muhley Grass
15	1-gal Install (15) 1-gallon Perennials to fill certain areas.
2	Fine Shredded Hardwood Mulch- Stock Add Fine Shredded Hardwood Mulch after planting is complete.

1 Irrigation Modifications

Adjust sprinklers for new landscape

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Signature

SUBTOTAL	\$ 4,019.77
SALES TAX	\$ 319.26
TOTAL	\$ 4,339.03

x

Date:

Please sign here to accept the terms and conditions

Contacts

Alisha Mitchell
469-719-7444

alisha@illusion-glassworks.com

Christian Mitchell
469-719-7322

chris@illusion-glassworks.com

Crew/Technician

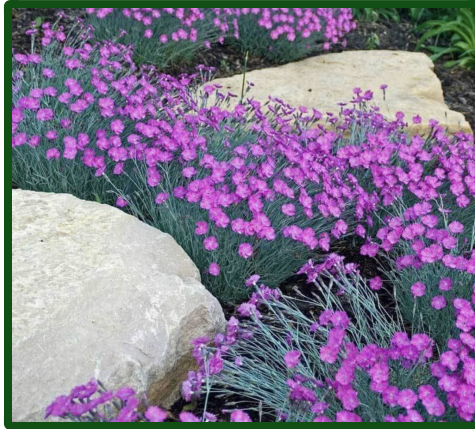
Crew 11

Sales Representative

Reese Stubenbordt

Photos







From:
Signs Plus
206 E. Byron Nelson
Blvd.
Roanoke, TX 76262
Phone: 817.210.6222
Fax: 817.993.0303

To:
Illusions Home Goods
/ Illusions Glassworks

Estimate

Estimate No.

7328

Date

01/18/2022

Customer Number	Customer Reference	Contact	Email
3202		Alisha Mitchell	alisha@illusion-glassworks.com
Shipping	Terms	Sold By	Expiration Date
Installed	Due Upon Receipt	Christopher Nally	02/18/2022

Quantity	Description	Unit Price	Extension
1	Aluminum Sign System with two 3" square posts and top and bottom T-rails - Substrate Height 48" Substrate Width 48" Substrate Thickness 6mm White or Khaki color options - Full color printed graphic on 6mil ACM on 2 sides with UV laminate	\$1,142.00	\$1,142.00
1	Permit application from the City of Roanoke	\$150.00	\$150.00
1	PVC Vinyl Deluxe Sign System with two 4" square posts that are 8' in length, top and bottom T-rails, standard caps - Substrate Height 48" Substrate Width 48" - Full color printed graphic on 6mil ACM on 2 sides with UV laminate	\$775.00	\$775.00
1	Installation and installation parts and supplies	\$300.00	\$300.00

Notes

Additional Charges/Discounts	\$0.00
Subtotal	\$2,367.00
Sales Tax	\$195.28
Shipping	\$0.00
Grand Total	\$2,562.28
Credit Card Convenience Fee	\$89.68
Credit Card Grand Total	\$2,651.96
Amount Paid	\$0.00
Amount Due	\$2,651.96

Customer Signature

Date

Signs Plus
206 E. Byron Nelson Blvd. Roanoke, TX 76262

Phone: 817.210.6222
Email: chris@signsplus.com