

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

**MAY 10, 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. PRESENTATION

1. Mayor Gierisch will swear in a new police officer to the Roanoke Police Department, Officer Jack Wiseman.
2. Mayor Gierisch will swear in Firefighter/ EMT Tyler Reed to the Roanoke Fire Department.
3. Mayor Gierisch will swear in Firefighter/ Paramedic Robert Voelker to the Roanoke Fire Department.
4. Mayor Gierisch will swear in Firefighter/ EMT Ruston Travis to the Roanoke Fire Department.



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E. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on April 12, 2022.
2. Consider approval of an Interlocal Agreement between the City of Roanoke Fire Department and Denton County for the use of the Denton County Radio Communications System.

F. NEW BUSINESS

1. Discussion regarding Crime Control and Prevention District (CCPD) permanent board appointments.
2. Discussion of current ordinances regulating open container/alcohol consumption in public areas.

G. EXECUTIVE SESSION

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

Section 551.071 - to seek legal advice from the City Attorney regarding pending or contemplated litigation - concerning Phase 4 of the Fairway Ranch Subdivision - Fairway Ranch drainage issues.

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:



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Section 551.071 - to seek legal advice from the City Attorney regarding pending or contemplated litigation - concerning Phase 4 of the Fairway Ranch Subdivision - Fairway Ranch drainage issues.

Section 551.087

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

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

H. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Friday, May 6, 2022, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary

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

📶 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: Honorable Mayor and City Council

SUBJECT: Swearing in new police officer, Jack Wiseman.

MEETING DATE: May 10, 2022

DEPARTMENT: Police

ITEM SUMMARY:

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

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Swear in Firefighter/ EMT Tyler Reed

MEETING DATE: May 10, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

Mayor Gierisch will swear in Firefighter/ EMT Tyler Reed to the Roanoke Fire Department.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Swear in Firefighter/ Paramedic Robert Voelker

MEETING DATE: May 10, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

Mayor Gierisch will swear in Firefighter/ Paramedic Robert Voelker to the Roanoke Fire Department.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Swear in Firefighter/ EMT Ruston Travis

MEETING DATE: May 10, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

Mayor Gierisch will swear in Firefighter/ EMT Ruston Travis to the Roanoke Fire Department.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 04/12/2022 - City Council Minutes

MEETING DATE: May 10, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on April 12, 2022.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 04-12-2022

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
REGULAR MEETING
APRIL 12, 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, Bryan Moyers, and David Thompson; City Manager Scott Campbell, City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager Cody Petree, Fire Chief Chris Addington, Chief of Police Jeriahme Miller, Director of Fiscal and Administrative Services Vicki Rodriguez, Public Works Director Shawn Wilkinson, Parks and Recreation Director Ronnie Angel, IT Manager Blake Gore, Development Services Administrator J.R. Hames, and City Planner Kelly Carlson.

ABSENT: Councilmember Hogan Page, Fire Chief City Attorney, Chief of Police Jeriahme Miller, and Public Works Director Shawn Wilkinson.

A. CALL CITY COUNCIL TO ORDER

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

B. ANNOUNCEMENTS

Assistant City Manager Cody Petree introduced Kelly Holt, as the new Roanoke Public Library Manager.

Mayor Gierisch announced the Roanoke Round-Up Event will be held on Saturday, May 7th, from 12:00 p.m. to 8:00 p.m.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION

1. Mayor Gierisch swore in Officer Connor Brown to his new position of Corporal.



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2. Mayor Gierisch swore in a new police officer to the Roanoke Police Department, Officer Guadalupe “Lupe” Cardona.

E. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on March 22, 2022.

Motion made by Holly Gray-Moore second by Bryan Moyers approve Consent Item 1.

Motion carried unanimously.

F. NEW BUSINESS

1. Motion made by Holly Gray-Moore second by Brian Darby to approve Resolution No. 2022-106R authorizing the Roanoke Economic and Industrial Development Corporation, a Type A Economic Development Corporation and a Texas Non-Profit Corporation, to assume the previous obligations authorized and approved by the Roanoke Community and Economic Development Corporation, a Type B Economic Development Corporation and a Texas Non-Profit Corporation, contingent upon the eligible voters of the City of Roanoke, Texas, approving ballot propositions on Saturday, May 7, 2022, which results in the termination of the Roanoke Community and Economic Development Corporation.

Motion carried unanimously.

2. Motion made by Holly Gray-Moore second by David Thompson to approve Ordinance 2022-109 amending Chapter 4 of The Code of Ordinances by repealing Article 4.700, in its entirety, entitled “Oak Street Corridor Special Events Permit” and replacing it with a new Article 4.700 Sections 4.701 to 4.723, entitled “Special Events Permit”.

Motion carried unanimously.

3. Public hearing to consider amending the Comprehensive Zoning Ordinance by granting a change in zoning from Retail (R) Zoning District to Retail – Specific Use Permit (R-SUP) Zoning District to authorize the following use: Contractor’s Office/Sales, with Outside Storage Including Vehicles Use, On Lot 4R and 5R, Block A of the Country View Business Park Addition, an addition to the City of Roanoke, Denton County, Texas. (Ordinance No. 2022-112) (Generally located on the East side of Hwy 377 on Country View Drive, which is just north of James Street, behind the Starbucks; the lots are on the south side of McDonald’s and adjacent to the office of McAdams Group).



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Public hearing started at 7:16 p.m.

Mayor Gierisch read the following statements on behalf of Leslie Sagar and Von Beogher, who were unable to attend the meeting.

Leslie V. Sagar:

"I received the Notice of Public Hearings for the above referenced project since I own properties within 200 feet. The City Secretary and Planning staff were very helpful in providing me with information regarding the proposed project. Based on my review of the proposed plans that were provided to me by the City staff, I have no objections to the proposed project.

My only concern is that the storm drainage from this project does not exacerbate the existing drainage issue at the culvert under State Highway 377 adjacent to Starbucks and located at the rear of Lots 1 and 2, Block A, North Highland Addition. During heavy rain events, the creek that crosses James Street and flows to the culvert frequently backs up, causing James Street to flood. I thought TXDOT was going to enlarge the culvert as part of the current widening of State Highway 377; however, this has not occurred. If there are plans in the works for this drainage issue to be corrected, please let me know at [REDACTED]. Thank you for the opportunity to provide comment on the proposed project."

Von Beogher:

"As the owner of Lot 6R and 0.144 acres of Lot 4R in Country View Business Park, I am writing in opposition to the proposed zoning change. Specifically, the SUP provides for outdoor storage including vehicles, which is not in keeping with the initial development of a garden office park, which is how the existing four (4) buildings in the development are constructed.

There are other places in Roanoke that may be suitable for outdoor storage including vehicles, but unless there are hidden access points and substantial screening to hide the fenced in vehicles, trailers, sales stock, and other storage outside, I cannot support this change."

Mayor Gierisch stated that he has spoken with the Planning and Zoning Commission President Randy Corn, who has concerns regarding the outside storage. Other than this concern, Mr. Corn has no opposition to the project.

Clay Christy, Claymore Engineering, stated they have a very limited space for storage, however, nothing will be stored at the front of the building or property. Mr. Christy further stated that the only storage would be placed at the back of the property, at the far north end. Mr. Christy stated that the storage would be screened on all four sides and would not be visible from the 8' (ft.) screening fence that will go all the way around that area.

Councilmember Brian Darby asked if Mr. Christy could speak about the pre and post development drainage.



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Mr. Christy stated they would be working with engineering and staff on the pre and post development to ensure there is no negative impact to surrounding properties.

Councilmember Bryan Moyers asked what type of items would be stored in the storage area.

Mr. Christy stated that it would be primarily trucks with trailers (oversized vehicle).

Councilmember Moyers asked if everything would be below the 8' (ft.) screening and if there would be any heavy type trucks.

Mr. Christy stated that he could not adequately answer that, because they do not have specific users for all of the facility. With that being said, there would not be any 18-wheeler storage, as there is physically no space for it. Mr. Christy stated it is possible, on occasion, to have a box truck parked in the screened area.

Public hearing ended at 7:21 p.m.

4. Motion made by David Thompson second by Holly Gray-Moore to approve, contingent on no vehicles or equipment being used for outside storage in parking spaces provided in front of the buildings, a Specific Use Permit request (SUP 2022-02) from Clay Moore Engineering – Specific Use Permit (R-Sup) Zoning District to authorize the following use: Contractor's Office/Sales, With Outside Storage Including Vehicles Use, On Lot 4R And 5R, Block A of The Country View Business Park Addition, an addition to The City of Roanoke, Denton County, Texas. Addition, JD Hunter Survey Abstract No. 606, City of Roanoke, Denton County, Texas. (Ordinance No. 2022-112) (Generally located on the East side of Hwy 377 on Country View Drive, which is just north of James Street, behind the Starbucks; the lots are on the south side of McDonald's and adjacent to the office of McAdams Group).

Motion carried unanimously.

5. Motion made by Holly Gray-Moore second by David Thompson to approve a site plan request (SP 2022-05) from Clay Moore Engineering for an Office Warehouse development situated on 3.25 acres, Block A Lot 4R and 5R in the Country View Business Park Phase II Addition, JD Hunter Survey Abstract No. 606, City of Roanoke, Denton County, Texas. (Generally located on the East side of Hwy 377 on Country View Drive, which is just north of James Street, behind the Starbucks; the lots are on the south side of McDonald's and adjacent to the office of McAdams Group)

Motion carried unanimously.

6. Motion made by Holly Gray-Moore second by David Thompson to approve a site plan request (SP 2022-06) from Bohler Engineering for Brakes Plus, an automotive service company, situated on 1.028 acres, Block 1 Lot 2RA, Vaughan Subdivision, W.D. Beall Survey Abstract No. 82, an addition to the City of Roanoke, Denton



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County, Texas. (Generally located on the West side of Hwy 377 approximately 1/4 mile South of Bobcat Blvd, across the street from Care Now)
Motion carried unanimously.

G. EXECUTIVE SESSION

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

CITY COUNCIL CONVENED INTO CLOSED SESSION AT 7:25 P.M.

Section 551.071

To seek advice from attorney on streaming services franchise fee litigation.

Section 551.071

To seek legal advice from the City Attorney regarding pending or contemplated litigation - concerning Phase 4 of the Fairway Ranch Subdivision - Fairway Ranch drainage issues.

RECONVENE INTO REGULAR SESSION

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

CITY COUNCIL RECONVENED INTO REGULAR SESSION AT 7:52 P.M.

1. **Section 551.071 of the TEXAS GOVERNMENT CODE** To seek advice from attorney on streaming services franchise fee litigation.
No action taken.
2. **Section 551.071 of the TEXAS GOVERNMENT CODE** To seek legal advice from the City Attorney regarding pending or contemplated litigation - concerning Phase 4 of the Fairway Ranch Subdivision - Fairway Ranch drainage issues.
No action taken.

H. ADJOURNMENT

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 7:52 p.m.
Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Denton County Radio Agreement

MEETING DATE: May 10, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke Fire Department and Denton County for the use of the Denton County Radio Communications System.

INFORMATION:

This annual agreement allows Roanoke Fire Department to utilize the Denton County Radio system for our dispatch and radio communications. We use the radio subscriber feature, so the cost of this agreement is \$2,928, which is budgeted annually by the fire department.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

We use the radio subscriber feature, so the cost for the 61 radios in the fire department is \$2,928 annually.

ATTACHMENTS:

1. 2021-22 Communications Contract WITH Worksheet Attached

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF ROANOKE FIRE DEPARTMENT FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Roanoke, Texas, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County and Roanoke are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Roanoke wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Roanoke and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2021, and ending on the 30th day of September, 2022. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF ROANOKE

3.1 Roanoke shall use the System in accordance with this Agreement to provide integration of communications by Roanoke between its Users on the System for governmental operations.

3.2 When using the System, Roanoke shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Roanoke uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Roanoke will also abide by the User rules of those Talk Groups.

3.3 Roanoke must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Roanoke is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Roanoke is responsible for all programming of City-owned Subscriber Units.

3.5 Roanoke shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Roanoke, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Roanoke shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Roanoke to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Roanoke. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Roanoke Talk Groups nor make changes to the Roanoke radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit B**, which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Roanoke before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will

be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Roanoke also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Roanoke and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Roanoke. This Agreement may be amended only by written instrument signed by Denton County and Roanoke.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	The City of Roanoke Fire Department
Contact Person	Chris Addington, Fire Chief
Address	201 Fairway Drive
City, State, Zip	Roanoke, TX 76262
Email:	caddington@roanoketexas.com

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF ROANOKE, TEXAS:

BY:

Scooter Gierisch, Mayor
The City of Roanoke
500 S, Oak Street
Roanoke, TX 76262
817-491-2411
sgierischl@roanoketexas.com

Date: _____

Approved as to content:

Chris Addington, Fire Chief

Attest:

Approved as to form:

Attorney for Agency

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON
COUNTY, TEXAS:**

BY:

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Date: _____

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit B
Denton County Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet

Agency:	Roanoke Fire Department		
Payment Contact Person:	Deputy Chief Doug Parks and/or April S. Hill, City Secretary		
Phone Number:	817-491-2301 or 817-491-8152		
Email(s):	dparks@roanoketexas.com or ahill@roanoketexas.com		
Address:	500 W. Oak Street		
City, State, Zip	Roanoke, TX 76262		
Agency Should Include this Worksheet with Each Payment Sent to Denton County.			
Make checks payable to:	Denton County		
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208		
Please select one of the following options:			
<u>Tier 1</u>		<u>Tier 3</u>	
Radio User <i>ONLY</i> - \$4 each per month		Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month	
FD Radio Subscribers	61	\$2,928.00	FD Radio Subscribers 61 \$4,392.00
Total Amt Per Year =		<u>\$2,928.00</u>	Total Amt Per Year = <u>\$4,392.00</u>
<i>BILLED ANNUALLY</i>			

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative	Title	Date
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AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Discussion - CCPD Permanent Board Appointments

MEETING DATE: May 10, 2022

DEPARTMENT: City Manager

ITEM SUMMARY:

INFORMATION:

As previously reported, the City Attorney has opined that a Crime Control and Prevention District Board (CCPD) can consist of either the entire City Council, or of Roanoke citizens, but not a combination of both. You will recall this opinion is based off a 2002 Attorney General Ruling that concluded the common law doctrine of incompatibility prevents a City Council from appointing a member of the City Council to the CCPD Board, unless the entire City Council is appointed as the CCPD Board. The purpose of this item is to facilitate discussion and direction for moving forward with permanent board appointments if the CCPD ballot measures are approved by the voters. The board appointments are scheduled for action for the May 24 City Council Meeting.

STAFF RECOMMENDATION:

Discussion item only

SPECIAL CONSIDERATION:

NA

FINANCIAL CONSIDERATION:

NA

ATTACHMENTS:

None



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Open Container/Public Consumption

MEETING DATE: May 10, 2022

DEPARTMENT: City Manager

ITEM SUMMARY:

Discussion of current ordinances regulating open container/alcohol consumption in public areas

INFORMATION:

To follow-up on the last City Council discussion, City staff researched and conferred with TABC officials in an effort to determine the factors that would regulate purchase and consumption of alcohol from open containers along Oak Street and/or other areas. Based on this research we offer the following comments:

The State of Texas does not have a general prohibition on public consumption of alcohol in the Penal Code other than in a state park or within 1000 feet of a school. The state has left the decision to apply stricter alcohol prohibitions to counties and city governments.

The City of Roanoke (**Sec. 4.420**) prohibits the sale of alcohol within 300 feet of a church, public or private school, or a public hospital. This ordinance provided an exception to the holder of certain types of TABC licenses (restaurants). **Sec. 4.435** provides a variance for an applicant to have this requirement reduced further or eliminated. **City Ordinance 4.422** prohibits the sale of beer in residential areas within the City but would not affect Oak Street. **Sec. 4.424** is the ordinance that references the Oak Street Corridor but specifically applies to special events put on by the city.

Texas Alcoholic Beverage Commission (TABC)

TABC is the state agency that issues permits to sell alcohol in Texas. County and City governments do not have the authority to override TABC regulations. Many license types are available to a business that wishes to sell alcohol (depending on which permits have been approved by local voter referendum). The licenses vary depending on the types of alcohol sold (beer, wine, spirits, or mixed drinks) and hold different rules on where consumption can take place.



AGENDA ITEM

The TABC has confirmed that only a business with a Beer and Wine license (BG) is allowed to sell for off-premise consumption. In such cases, a Beer and Wine license (BG) holder can allow someone to leave their establishment with an open container, but is prohibited from allowing an open container from the outside to enter their establishment. Other license holders are strictly prohibited from allowing open container alcohol to exit or enter their establishment. The exceptions to this would be a 'Temporary Event' approval, or a "to-go" order consistent with the law passed during the pandemic (allowing for the off-premise sale of mixed drinks and spirits but only when purchased with food and in properly sealed containers). However, a TABC approved temporary event permit would only accommodate open container ingress/egress if it were under a Beer and Wine (BG) only permit, and the 'event' (such as a beer tent) is located off premise from the actual business. A business that has the Mixed Beverage license (MB) could also extend their permit for a 'temporary event'; however, patrons could not leave a designated area with their open container (because they would not have the required Beer and Wine only permit to allow that).

Law Enforcement Impact

The cities of Celina, Granbury and Fredericksburg have Main Street style corridors established where patrons are allowed to purchase beer and wine for off-premise consumption. None of the departments reported an increase in alcohol-related offenses due to this practice.

In summary, our discussions with the TABC indicate that exiting any business with an open container of alcohol is permissible only when the business is operating under an existing Beer and Wine permit (BG); and in those instances, entry into the establishment with an open container is prohibited. For reference, the following represents the current permit breakdown in the City:

- 25 - Mixed Beverage Permit (MB) - (restaurants that sell beer, wine, and mixed drinks)
- 1 – Combined Permit - Brewpub (BP) & Mixed Beverage Permit (MB) -
- 6 - Wine & Malt Beverage Retailer's Permit (BG) {on premise} - (restaurants that sell beer and wine only)
- 8 - Wine & Malt Beverage Retailer's Off-Premise Permit (BQ) - (retail stores that sell beer and wine only)
- 2 – Package Store (P) - (retail stores that sell beer, wine and all other alcohol)
- 1 - Distiller's and Rectifier's Permit (D)



AGENDA ITEM

- 1 – Winery Permit (G)

STAFF RECOMMENDATION:

Discussion item only

SPECIAL CONSIDERATION:

NA

FINANCIAL CONSIDERATION:

NA

ATTACHMENTS:

1. City Alcoholic Beverage Permits

Mixed Beverage Permit (MB)	Address
Baja Cantina	101 S. Oak Street
Brass Tap	856 E. Hwy 114, Suite #400
Bayou Jack's Cajun Grill	200 N. Oak Street
Benjamin Pizza Kitchen	295 N. Byron Nelson Blvd., Suite #200
Chili's Grill & Bar	113 Hwy 114 East
Chipotle Mexican Grill	1347 US Hwy 377
Chop Shop Live	309 S. Oak Street
Cinemark Roanoke 14	850 Hwy 114 East
Classic Café At Roanoke	504 N. Oak Street
Craft & Vine Taproom & Eatery	310 S. Oak Street, Suite #300
Dizzy Lucy's	101 S. Oak Street, Suite #100
Foster's	311 S. Oak Street
Fuzzy's Taco Shop	600 Byron Nelson, Suite #100
Hard Eight Pit Bar-B-Q	205 S. Oak Street
Hawaiian Falls	290 Byron Nelson Blvd.
Here Asian Cuisine	860 Hwy 114, Suite #400
Inzo Italian Kitchen	101 S. Oak Street, Suite #200
Italian Bistro	501 E. Byron Nelson Blvd.
Jack & Grill	301 S. Oak Street, Suite #200
Los Compadres Cantina	320 S. Oak Street, Suite #100
Los Molcajetes	113 S. Oak Street
Maria Del Mar	1106 N. Hwy 377
On The Border	890 E. Hwy 114
Pizza Hut	117 Hwy 114 East
Wise Guys Pizza	311 S. Oak Street, Suite #108

Brewpub (BP) & Mixed Beverage (MB)	Address
Soul Fire Brewing Company	206 N. Oak Street, Suite A

Wine & Malt Beverage Retailer's Permit (BG) {on premise}	Address
FlannelJax's	1212 N. Hwy 377, Suite #103
Hat Creek Burger Co.	870 E. Hwy 114
Lovely Food Mart	704 E. Byron Nelson
Palio's Pizza Café	860 Hwy 114, Suite #100
Thai Monkey	210 S. Hwy 377
Wine:30 on Oak Street	400 S. Oak Street, Suite #150

Wine & Malt Beverage Retailer's Off-Premise Permit (BQ)	Address
7-Eleven Store #33093	900 Hwy 114
7-Eleven Store #3210A	1731 Hwy 377 North
Aldi (Texas) LLC #68	1315 Hwy 377 North
Circle K #2741764	1116 N. Hwy 377
Craft & Vine Taproom (Retail)	310 S. Oak Street, Suite #310
CVS Pharmacy #10487	1305 N. Hwy 377
Roanoke Quickstop	201 E. Byron Nelson
Wal-Mart #5247	1228 Hwy 377 North

Package Store Permit (P)	Address
Liquor Stop	1104 N. Hwy 377, Suite #204
Simply Liquor	1224 US Hwy 377, Suite #217

Distiller's and Rectifier's Permit (D)	Address
Anderson Distillery and Grill	400 S. Oak Street, Suite #100

Winery Permit (G)	Address
3 Vino Wines	206 Main Street