

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**

**AUGUST 9, 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 regular City Council meeting held on July 26, 2022.
2. Consider approval of the minutes from the Special City Council meeting held on August 2, 2022.



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

**August 9, 2022  
Page 2 of 4**

3. Consider approval of the minutes from the City Council Budget Workshop meeting held on August 2, 2022.
4. Consideration of Agreement for Architectural Design Services with FGM Architects, Inc. and GFF Architects, Inc. for Police and Court Facilities.

**E. NEW BUSINESS**

1. Public hearing to hear public comments for consideration of the proposed City of Roanoke Operating and Capital Budget for Fiscal Year 2022-23, including the Roanoke Economic and Industrial Economic Development Corporation (Type A) Fiscal Year 2022-23 Annual Budget.
2. Consideration and action to postpone the adoption of the FY2022-2023 official Operating and Capital Budget for the City of Roanoke until August 23, 2022. (take record vote)
3. Public hearing to hear public comments for consideration of the proposed City of Roanoke Crime Control and Prevention District Annual Budget for Fiscal Year 2022-23.
4. Consideration and action on Resolution No. 2022-112R, approving the Annual Budget for the City of Roanoke Crime Control and Prevention District pursuant to Section 363.205 of the Texas Local Government Code.
5. Consideration and action on approval of Ordinance No. 2022-123 amending the FY 2021-22 REIDC Type A Budget.
6. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, on approximately 0.9548 acres of land located in the Jesse Eads Survey, Abstract No. 392, City of Roanoke, Denton County, Texas, and being a portion of Lot 2, Block A of the First United Methodist Church of Roanoke - Trophy Club Addition, an addition to the City of Roanoke, Denton County, Texas, by changing the zoning on the approximately 0.9548 acres of land from Retail (R) District to Multi-Family (MF) District; prescribing the permissible uses. The property is generally located on Lois Drive, near the intersection of Lois and Hwy 114, adjacent to the Town of Trophy Club. (Ordinance No. 2022-119)



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

7. Consideration and action on approval of Ordinance No. 2022-119 amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, on approximately 0.9548 acres of land located in the Jesse Eads Survey, Abstract No. 392, City of Roanoke, Denton County, Texas, and being a portion of lot 2, block A of The First United Methodist Church of Roanoke - Trophy Club Addition, an addition to the city of Roanoke, Denton County, Texas, by changing the zoning on the approximately 0.9548 acres of land from Retail (R) District to Multi-Family (MF) District. The property is generally located on Lois Drive, near the intersection of Lois and Hwy 114, adjacent to the Town of Trophy Club.
8. Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Oak Street Corridor Zoning District - Hwy 377 Zone to Oak Street Corridor Zoning District - Hwy 377 Zone - Specific Use Permit (Oak Street Corridor Zoning District - Hwy 377 Zone - SUP) to allow a distillery and the sale of alcoholic beverages at Lot 4R, Block 21 of the Original Town of Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 101 Travis Street, Roanoke, Texas. (Ordinance No. 2022-120)
9. Consideration and action on approval of Ordinance No. 2022-120 amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Oak Street Corridor Zoning District - Hwy 377 Zone To Oak Street Corridor Zoning District - Hwy 377 Zone - Specific Use Permit (Oak Street Corridor Zoning District - Hwy 377 Zone - SUP) to allow a distillery and the sale of alcoholic beverages at lot 4r, block 21 of the Original Town Of Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 101 Travis Street, Roanoke, Texas. The property is located at the NE corner of Hwy 377 and Travis Street .

**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 551.087**

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



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

**August 9, 2022  
Page 4 of 4**

**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 551.087**

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, August 5, 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





## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 07/26/2022 - CC Minutes

MEETING DATE: August 9, 2022

DEPARTMENT: City Secretary

---

### ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on July 26, 2022.

### INFORMATION:

### STAFF RECOMMENDATION:

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

### ATTACHMENTS:

1. CCMin 07-26-2022

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  
JULY 26, 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: David Brundage, Bryan Moyers, David Thompson, Hogan Page, and Brian Darby; City Manager Scott Campbell, Secretary Sherry Gragg, and City Attorney Jeff Moore.

**DEPT. STAFF:** Assistant City Manager Cody Petree, Chief Financial Officer Vicki Rodriguez, and Public Works Director Shawn Wilkinson.

**ABSENT:** Fire Chief Chris Addington, Chief of Police Jeriahme Miller, City Secretary April S. Hill, and Parks and Recreation Director Ronnie Angel.

**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**

There were no announcements.

**C. PUBLIC INPUT**

No one wished to speak.

**D. PRESENTATION**

1. Mayor Gierisch swore in Police Officers Johnathan Lee and Taylor Lockwood to the Roanoke Police Department.

**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



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

**July 26, 2022  
Page 2 of 5**

which event the item will be removed and considered separately.

1. Consider approval of the minutes from the regular City Council meeting held on July 12, 2022.
2. Consider approval of Resolution and Cooperative Agreement No. 2022-111R authorizing participation in Denton County's Community Development Block Grant for the three program year period, FY2023 through FY2025.
3. Consideration and acceptance of the FY 2021-2022 2nd Quarter Financial Report for the quarter period ending March 31, 2022.
4. Consideration and acceptance of the FY2021-22 3rd Quarter Financial Report for the period ending June 30, 2022.

Motion made by Holly Gray-Moore second by David Brundage to approve Consent Agenda Items 1-4.

Motion carried unanimously.

**F. NEW BUSINESS**

1. 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 two (2) stories to four (4) stories for Lots 7R and 15R, Block 12 of the Original Town of Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas, generally located on Hwy 377, west of Oak Street, between Main Street and Rusk Street (currently Scotty's Automotive). (Ordinance No. 2022-116).

**Public hearing started at 7:04 p.m.**

No one wished to speak.

**Public hearing ended at 7:05 p.m.**

2. Motion made by Holly Gray-Moore second by Brian Darby to approve Ordinance No. 2022-116 amending the Comprehensive Zoning Ordinance, 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 two (2) stories to four (4) stories for lots 7R and 15R, block 12 of the Original Town of Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas, generally located on Hwy 377, west of Oak Street, between Main Street and Rusk Street (currently Scotty's Automotive).

Motion carried unanimously.



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

**July 26, 2022  
Page 3 of 5**

3. Public hearing to consider a rezoning application for Lots 7R and 15R, Block 12 of O.T. Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, by changing the zoning for said property from Oak Street Corridor Zoning District – Highway 377 Zone to Oak Street Corridor Zoning District – Highway 377 Zone – Specific Use Permit (SUP) to allow live work units use. The property is generally located on Hwy 377, west of Oak Street, between Main and Rusk Street (currently Scotty's Automotive). (SUP-2022-04 / Ordinance No. 2022-117)

**Public hearing started at 7:06 p.m.**

No one wished to speak.

**Public hearing ended at 7:06 p.m.**

4. Motion made by Holly Gray-Moore second by Brian Darby to approve a Specific Use Permit (SUP 2022-04) request from Randy Primrose, contingent upon the screening requirements along Rusk and Main Streets be addressed and meeting all the zoning requirements, for lots 7R and 15R, Block 12 of O.T. Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, for said property to allow Live-Work Units use. The property is generally located on Hwy 377, west of Oak Street, between Main and Rusk Street (currently Scotty's Automotive). (Ordinance No. 2022-117)

Motion carried unanimously.

5. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, on approximately 4.29 acres of land located in the M.E.P. & P.R.R Co. Survey, Abstract Number 923, the John Bacon Survey, Abstract Number 1565, and the Richard Eads Survey, Abstract Number 393, City of Roanoke, Denton County, Texas, by changing the zoning on the approximately 4.29 acres of land from Retail (R) District to Office (O) District; prescribing the permissible uses. The property is generally located on Dallas Drive between Turner Ave and Hwy 114, adjacent to the Cinemark and Church of Christ properties. (Ordinance No. 2022-118)

**Public hearing started at 7:09 p.m.**

No one wished to speak.

**Public hearing ended at 7:09 p.m.**

6. Motion made by Holly Gray-Moore second by Hogan Page to approve Ordinance No. 2022-118 amending the Comprehensive Zoning Ordinance Of The City Of Roanoke, Texas, on approximately 4.29 acres of land located In The M.E.P. & P.R.R Co. Survey, Abstract Number 923, the John Bacon Survey, Abstract Number 1565, and the Richard Eads Survey, Abstract Number 393, City Of



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

**July 26, 2022  
Page 4 of 5**

Roanoke, Denton County, Texas, by changing the zoning on the approximately 4.29 acres of land from Retail (R) District to Office (O) District. The property is generally located on Dallas Drive between Turner Ave and Hwy 114, adjacent to the Cinemark and Church of Christ properties.

Motion carried unanimously.

7. Motion made by Holly Gray-Moore second by Brian Darby to approve a site plan request (SP 2022-07) from Kirkman Engineering, with the stipulation of adding eight (8) parking spaces minimum and remove the monument sign, for a new restaurant to be located in O T Roanoke Addition Block 5 Lot 22, and having an address of 107 S. Oak Street, City of Roanoke, Denton County, Texas. The property is generally located on the West side of Oak Street, between Bowie Street and Main Street, next to Hey Sugar Candy Store.

Motion carried unanimously.

8. Discuss Roanoke participation in the proposed Denton County bond for transportation and road improvements.

City Manager Scott Campbell gave City Council an update on information received from Denton County on a potential bond referendum for transportation and road improvements. Mr. Campbell further explained the City has four (4) roads that meet the requirements, which are Dorman, Howe Road, N. Oak Street, and N. Walnut Street. The county's program will pay for the soft cost (design, plans, etc.) and the county will pay half the cost of construction.

Public Works Director Shawn Wilkinson stated the county put into place, a cap on the cost at \$16,000,000.

Mayor Pro Tem Holly Gray-Moore stated this is a great opportunity for the City.

Assistant City Manager Cody Petree stated there may be additional information after August 1<sup>st</sup>, and will share the information at the next meeting.

Mayor Gierisch stated they had helped with a number of projects, so this is a great opportunity.

9. Motion made by Holly Gray-Moore second by Bryan Moyers to approve Ordinance No. 2022-121, amending the Fiscal Year 2021-2022 Budget.

Motion carried unanimously.

10. Motion made by Holly Gray-Moore second by Hogan Page to appoint Cassi Web, David Stone, and Dan Webb to the Keep Roanoke Beautiful board for a term expiring January 2024.

Motion carried unanimously.



MINUTES FOR THE REGULAR MEETING  
OF THE ROANOKE CITY COUNCIL

July 26, 2022  
Page 5 of 5

**G. EXECUTIVE SESSION**

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

**CITY COUNCIL 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.

**H. ADJOURNMENT**

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 7:31 p.m.

Motion carried unanimously.

---

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

---

Sherry Gragg, Secretary



## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 08/02/2022 - CC Minutes - Special Meeting

MEETING DATE: August 9, 2022

DEPARTMENT: City Secretary

---

**ITEM SUMMARY:**

Consider approval of the minutes from the Special City Council meeting held on August 2, 2022.

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

1. CCMin 08-02-2022 - Special Meeting

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  
AUGUST 2, 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: Bryan Moyers, David Thompson, Hogan Page, and Brian Darby; Assistant City Manager Cody Petree, and City Secretary April S. Hill.

**DEPT. STAFF:** Fire Chief Chris Addington, Chief of Police Jeriahme Miller, Chief Financial Officer Vicki Rodriguez, Public Works Director Shawn Wilkinson, and Parks and Recreation Director Ronnie Angel.

**ABSENT:** Councilmember David Brundage and City Manager Scott Campbell.

**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**

There were no announcements.

**C. PUBLIC INPUT**

No one wished to speak.

**D. NEW BUSINESS**

1. Motion made by Holly Gray-Moore second by David Thompson to schedule a public hearing on August 23, 2022 for the consideration and adoption of the proposed ad valorem tax rate.

Motion carried unanimously.

2. Motion made by Holly Gray-Moore second by David Thompson to Consideration and action to set a public hearing for August 9, 2022 for the submitted FY 2022-2023 budget and to allow citizens the opportunity to express their opinions





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

**August 2, 2022  
Page 2 of 2**

concerning items of expenditure, giving their reason for wishing to increase or decrease any items of expense. The public hearing will be held at 7:00 p.m., in the Roanoke City Council Chambers - 2nd Floor, 500 S. Oak Street, Roanoke, Texas 76262.

Motion carried unanimously.

3. Motion made by Holly Gray-Moore second by David Thompson to place a proposal to adopt a tax rate of \$.339779 on the August 23, 2022 agenda. Take record vote.

**Recorded Vote: For 6 Against: 0 Absent: 1**

**E. 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.

**F. ADJOURNMENT**

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 7:04 p.m.

Motion carried unanimously.

---

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

---

April S. Hill, City Secretary



## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 08/02/2022 - CC Minutes - Budget Workshop

MEETING DATE: August 9, 2022

DEPARTMENT: City Secretary

---

**ITEM SUMMARY:**

Consider approval of the minutes from the City Council Budget Workshop meeting held on August 2, 2022.

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

1. CCMin 08-02-2022 - Budget Workshop

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  
BUDGET WORKSHOP  
AUGUST 2, 2022  
CITY HALL COMMUNITY ROOM #132  
500 S. OAK STREET  
7:00 P.M.**

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

**DEPT. STAFF:** Fire Chief Chris Addington, Chief of Police Jeriahme Miller, Chief Financial Officer Vicki Rodriguez, Public Works Director Shawn Wilkinson, and Parks and Recreation Director Ronnie Angel.

**ABSENT:** City Manager Scott Campbell.

**A. CALL CITY COUNCIL TO ORDER**

Mayor Gierisch called the City Council Budget Workshop to order at 7:34 p.m.

**B. PUBLIC INPUT**

No one wished to speak.

**C. NEW BUSINESS**

1. Overview and discussion of the proposed City of Roanoke Operating and Capital Budget for Fiscal Year 2022-23, including the Roanoke Economic and Industrial Economic Development Corporation (Type A) Fiscal Year 2022-23 Annual Budget.

Chief Financial Officer Vicki Rodriguez provided an overview of the proposed budget, which included the General Fund and the Capital and Supplemental Requests. Open discussion of the proposed budget for the Fiscal Year October 1, 2022, through September 30, 2023.

**D. ADJOURNMENT**

Mayor Gierisch adjourned the meeting at 8:47 p.m.



**MINUTES FOR THE BUDGET  
WORKSHOP  
OF THE ROANOKE CITY COUNCIL**

**August 2, 2022  
Page 2 of 2**

---

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

---

April S. Hill, City Secretary



## AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Consideration of Agreement for Architectural Design Services with FGM Architects Inc. and GFF Architects.

MEETING DATE: August 9, 2022

DEPARTMENT: Police

---

### ITEM SUMMARY:

Agreement for design services of a new Police Department and Municipal Court Facility.

### INFORMATION:

The council authorized staff to negotiate with FGM Architects, Inc. and GFF Architects, Inc. for a design contract with the understanding we would bring back a final contract. The attached contract and exhibits were negotiated as a result of this process.

### STAFF RECOMMENDATION:

Approve the contract with FGM Architects, Inc. and GFF Architects, Inc. as attached.

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

A needs assessment was completed in December, 2020 and served as the basis for this proposal. As a result of the needs assessment, the land has been identified and purchased to build this project. The city has budgeted \$4M in the upcoming budget year for this design and the negotiated contract came in substantially less. We have negotiated a contract of \$3.315M with FGM Architects, Inc. and GFF Architects, Inc. for architectural and design services. As you are aware, the CCPD ½ cent sales tax will be used to service debt on the Design services, as well as the new facility PD/Court Facility.

### ATTACHMENTS:

1. RPDMC project B133-2019 - City of Roanoke PD and Court - Final
2. Exhibit A - RPDMC Project Understanding Scope Letter - FINAL



## **AGENDA ITEM**

3. Exhibit B - Compensation Schedule -FINAL
4. Exhibit C - RPDMC Project Hourly Rate Schedule - FINAL



# AIA<sup>®</sup> Document B133<sup>™</sup> – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

**AGREEMENT** made as of the 9 day of August in the year 2022  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

City of Roanoke  
500 S. Oak Street  
Roanoke, Texas 76262

and the Architect:  
(Name, legal status, address, and other information)

FGM Architects Inc.  
1211 22<sup>nd</sup> Street  
Suite 700  
Oak Brook, IL 60523

for the following Project:  
(Name, location, and detailed description)

City of Roanoke Police Department and Municipal Court Facility  
203 Fairway Drive  
Roanoke, Texas 76262

The Construction Manager (if known):  
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017<sup>™</sup>, General Conditions of the Contract for Construction; A133–2019<sup>™</sup> Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019<sup>™</sup> Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201<sup>™</sup>–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

**AIA Document B133<sup>™</sup> – 2019.** Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:05:32 ET on 08/05/2022 under Order No.2114239456 which expires on 10/09/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents<sup>®</sup> Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

**User Notes:**

(1315139660)

## TABLE OF ARTICLES

|    |                                      |
|----|--------------------------------------|
| 1  | INITIAL INFORMATION                  |
| 2  | ARCHITECT'S RESPONSIBILITIES         |
| 3  | SCOPE OF ARCHITECT'S BASIC SERVICES  |
| 4  | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 5  | OWNER'S RESPONSIBILITIES             |
| 6  | COST OF THE WORK                     |
| 7  | COPYRIGHTS AND LICENSES              |
| 8  | CLAIMS AND DISPUTES                  |
| 9  | TERMINATION OR SUSPENSION            |
| 10 | MISCELLANEOUS PROVISIONS             |
| 11 | COMPENSATION                         |
| 12 | SPECIAL TERMS AND CONDITIONS         |
| 13 | SCOPE OF THE AGREEMENT               |

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Owner's space program will be verified from the December 2020 Needs Assessment Study at the start of the project.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

As provided in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

As provided in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect – approximately \$39M

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

Init.

AIA Document B133™ – 2019. Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:05:32 ET on 08/05/2022 under Order No.2114239456 which expires on 10/09/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1315139660)



**.2 Construction commencement date:**

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

**.3 Substantial Completion date or dates:**

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

**.4 Other milestone dates:**

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

**§ 1.1.5** The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

- ☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- ☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

**§ 1.1.6** The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

Exact phasing unknown at time of execution;

- Bid Package 1: Sitework, Utilities, and Foundations
- Bid Package 2: Long-Lead Equipment (Emergency Generator, Ballistic Material, etc)

**§ 1.1.7** The Owner’s anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

This will not be a LEED project, but will strive for incorporation of sustainable initiatives during the process, and possibly a preliminary checklist to convey to Council that "if" the project was submitted it would meet the base level of LEED certified

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

Jeriahme Miller  
Chief of Police  
Roanoke Police Department  
609 Dallas Drive  
Roanoke, TX 76262

Init.

**AIA Document B133™ – 2019.** Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:05:32 ET on 08/05/2022 under Order No.2114239456 which expires on 10/09/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

**User Notes:**

(1315139660)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Don Wertzberger  
Owner's Representative for City of Roanoke  
720 Design  
dwertzberger@720design.net  
972.898.1264

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

Construction Manager will be selected following the completion of the Programming/Schematic Design Phase

.2 Land Surveyor:

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

.3 Geotechnical Engineer:

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

.4 Civil Engineer:

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

.5 Other consultants and contractors:

*(List any other consultants and contractors retained by the Owner.)*

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

**Primary Representative:** Brian Meade, Principal-in-Charge  
FGM Architects Inc.  
1211 22<sup>nd</sup> Street  
Suite 700  
Oak Brook, IL 60523  
773.390.6132

**Secondary Representative:** Jason Cave, Project Manager  
GFF Architects Inc.  
2808 Fairmount Street  
Suite 300  
Dallas, TX 75201  
319.538.5345

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

.2 Mechanical Engineer:

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

.3 Electrical Engineer:

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

§ 1.1.12.2 Consultants retained under Supplemental Services:

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

§ 1.1.13 Other Initial Information on which the Agreement is based:

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances for a Police / Public Safety facility of similar size and scope. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00 ) each accident, ( \$ ) each employee, and ( \$ ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and Three Million Dollars (\$ 3,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services for a Police / Public Safety facility of similar size and scope. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings reasonably requested by Owner, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission, or inconsistency in such services or information, however, the Architect assumes no duty to discover such errors, omissions, or inconsistencies

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The Owner shall render decisions in a timely matter so as to not adversely affect the schedule or cause the schedule to be exceeded.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities having jurisdiction over the design and, in the event necessary to properly perform the Architect's duties, meet with as well as all entities providing services to the Project. The Architect shall use professional care to respond to written publicly available applicable design requirements imposed by those



authorities and entities. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities, but only to the extent the Architect has diligently and proactively communicated such differences of opinion(s) or interpretation(s)

**§ 3.1.7** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.8** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

**§ 3.1.11** The LEED Green Building Rating System and other similar environmental guidelines (collectively referred to as "LEED Guidelines") utilize certain design and usability recommendations for a project in order to promote an environmentally friendly and energy efficient facility. In the event LEED Guidelines are required by the Owner to be used for the Project, the Architect shall use professional care to interpret and apply the LEED Guidelines to the Project. The Owner acknowledges and understands that LEED Guidelines are subject to various and possibly contradictory interpretations and that compliance may involve factors beyond the control of the Architect, including such factors as Owner's use and operation of the completed Project. The Architect does not warrant or represent that the Project will achieve LEED certification or that the estimates of energy savings and costs relating to building or equipment operation will actually be realized by the Owner. The Architect shall not be responsible for any environmental or energy shortfalls or losses arising from the use and operation of the Project.

### **§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review will be performed with professional skill and care for the purpose of identifying readily apparent deviations from the Architect's design intent; as well as any other inconsistencies or inaccuracies the Architect finds in its review. The Architect's review is not, however, for the purpose of discovering all the Construction Manager's errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

**§ 3.2.2** Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### **§ 3.3 Schematic Design Phase Services**

**§ 3.3.1** The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.3.2** The Architect shall prepare solely for the use by the Owner a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner, for the Owner's consideration, not less than three (3) distinctly different preliminary design concepts illustrating the scale and relationship of the Project components. Each design concept shall include, at a minimum, two exterior elevations, and possibly a site plan, and interior adjacency diagram if significantly different from the base concept adjacency diagram.

§ 3.3.5 Based on the Owner's selection of the preferred or alternative design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's written notice of no exceptions to. The Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. Upon receipt of Owner's written notice of no exceptions to the Schematic Design Documents, the Architect shall commence the Design Development Phase.

§ 3.3.7 Upon receipt of the Construction Manager's and Architect's Cost Estimator review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall provide a detailed review of both and, in a meeting for the purpose, address the Construction Manager's comments, and reconcile differences between the Architect's opinion of probable cost and the Construction Manager's estimate. and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and Architect's Cost Estimator through 100% SD, and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. The Architect shall provide two (2) colored exterior elevations and one (1) colored perspective view of the preferred design concept to the Owner for review as part of the Basic Services. Any additional design concepts, graphics, including but not limited to renderings, shall be charged as an Additional Service in accordance with Architect 4.3.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. Upon receipt of Owner's written notice of no exceptions to the Design Development Documents, the Architect shall commence the Construction Documents Phase.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall provide a detailed review and, in a meeting for the purpose, address the Construction Manager's estimate, and request the Owner's written notice of no exceptions to the Design Development Documents.

### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's written notice of no exceptions to the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's written notice of no exceptions to. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall use professional care to incorporate written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall provide a detailed review and, in a meeting for the purpose, address the Construction Manager's estimate, and request the Owner's approval of the Construction Documents. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

**§ 3.5.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, errors and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omission shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.**

§ 3.5.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for the additional construction costs for which the Architect is legally responsible in accordance with applicable law.

§ 3.5.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for only the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents.

§ 3.5.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.



### **§ 3.5.9.1 Bidding or Negotiation Phase Services**

#### **§ 3.5.9.1.1 General**

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective sub-contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

#### **§ 3.5.9.2 Competitive Bidding**

**§ 3.5.9.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.9.3** The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for electronic distribution to prospective bidders (if needed),
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

**§ 3.5.9.4** The Architect shall consider written requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and owner and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### **§ 3.5.9.5 Negotiated Proposals**

**§ 3.5.9.5.1** Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

**§ 3.5.9.5.2** The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for electronic distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

**§ 3.5.9.5.3** The Architect shall consider written requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and owner and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 3.6.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment except for the Architect's services required for the 11-month walkthrough & other warranty services.

**§ 3.6.1.3** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for jobsite safety, including, but not limited to safety precautions and programs in connection with the Work or compliance with any safety laws, standards, roles, regulations or guidelines governing the Work, nor

shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

**§ 3.6.1.4** The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsible for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to recommend to the Owner and Construction Manager the rejection of Work that does not conform to the Contract Documents and reject such Work as directed by the Owner. The Architect shall notify the Construction Manager about the rejection. Subject to the Owner's written approval whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

**§ 3.6.2.3** The Architect shall interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations rendered in good faith. The Architect's recommendations on matters relating to aesthetic effect shall be considered by the Owner when and if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Owner shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents. In no event shall the Architect / Owner be liable for decisions made in such capacity if made in good faith.

### **§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of

the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 After the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples that are required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of specific details, equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.2, the Architect obtain review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect for informational purposes only. The Architect and its consultants review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect and its consultants shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section

4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work under this Article 3.6.5.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.
- .2 issue Certificates of Substantial Completion.
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection observed by the Architect indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check overall conformance of the Work observed with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the punch list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect and their consultants shall, without additional compensation, conduct a meeting and review of the facility with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*



| Supplemental Services                                                          | Responsibility<br>(Architect, Owner, or not provided) |
|--------------------------------------------------------------------------------|-------------------------------------------------------|
| § 4.1.1.1 Assistance with Selection of Construction Manager                    | Architect                                             |
| § 4.1.1.2 Programming                                                          | Not provided – verify only                            |
| § 4.1.1.3 Multiple Preliminary Designs (beyond 3)                              | Not provided                                          |
| § 4.1.1.4 Measured drawings                                                    | Not provided                                          |
| § 4.1.1.5 Existing facilities surveys                                          | Not provided                                          |
| § 4.1.1.6 Site evaluation and planning (of any other sites)                    | Not provided                                          |
| § 4.1.1.7 Building Information Model management responsibilities               | Not provided for facility management purposes         |
| § 4.1.1.8 Development of Building Information Models for post construction use | Not provided for facility management purposes         |
| § 4.1.1.9 Civil engineering                                                    | Architect – Basic Services                            |
| § 4.1.1.10 Landscape design                                                    | Architect – Basic Services                            |
| § 4.1.1.11 Architectural interior design                                       | Architect – Basic Services                            |
| § 4.1.1.12 Value analysis                                                      | Not provided                                          |
| § 4.1.1.13 Cost estimating                                                     | Architect – through S.D. phase                        |
| § 4.1.1.14 On-site project representation                                      | Architect – enhanced scope during C.A.                |
| § 4.1.1.15 Conformed documents for construction                                | Not provided                                          |
| § 4.1.1.16 As-designed record drawings                                         | Architect – Basic Services                            |
| § 4.1.1.17 As-constructed record drawings                                      | Not provided                                          |
| § 4.1.1.18 Post-occupancy evaluation                                           | Architect – Basic Services                            |
| § 4.1.1.19 Facility support services                                           | Not provided                                          |
| § 4.1.1.20 Tenant-related services                                             | Not provided                                          |
| § 4.1.1.21 Architect’s coordination of the Owner’s consultants                 | Owner                                                 |
| § 4.1.1.22 Telecommunications/data design                                      | Architect – Basic Services                            |
| § 4.1.1.23 Security evaluation and planning                                    | Architect – Basic Services                            |
| § 4.1.1.24 Commissioning                                                       | Owner                                                 |
| § 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3              | Not provided                                          |
| § 4.1.1.26 Historic preservation                                               | Not provided                                          |
| § 4.1.1.27 Furniture, furnishings, and equipment design                        | Architect                                             |
| § 4.1.1.28 Other services provided by specialty Consultants                    | See Section 4.1.2.1 below                             |
| § 4.1.1.29 Other Supplemental Services                                         | See Section 4.1.2.1 below                             |

## § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

As provided for in Exhibit A to AIA Document B133–2019, Standard Form of Agreement Between Owner and Architect

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, more than two (2) public presentations, meetings or hearings other than Owner's board meetings;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- .16 Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;
- .17 Services related to regional storm water studies; or
- .18 Services related to building permitting in excess of forty (40) hours.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services beyond the services performed provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect and all the consultants shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twice per month ( 2 /mo ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Four ( 34 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction

Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.



§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants even if Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultant.

§ 5.18 If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.19 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction, 2017 Edition.

§ 5.20 The Owner shall include in all contracts for construction the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the Contractor(s) for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review, but in no event shall the Architect be liable if the bids of Cost of the Work exceed the estimate or the Owner's budget.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work ; An increase or decrease within 5% of the original budget will not allow for an adjustment or change in fees.
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an Additional Service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, and for informational purposes only in connection with any alteration or addition to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4 or if the Architect is terminated without cause as provided in Article 9.5, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service or obtaining the written consent of the Architect the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses, costs and

expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1..

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractor(s) name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the Project.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

**§ 8.1.4** The Architect and Owner waive consequential damages including, without limitations, lost profits, lost revenues, delay damages, loss of market, financing charges, interest and overhead, for claims, disputes, or other matters in question arising out of or relating to this Agreement or the services provided. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or litigation. Prior to the initiation of mediation, on written notice of either party to the other of an intent to mediate a dispute under this Agreement, each party shall designate a representative and shall meet within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth herein.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by such other forum as the Owner and Architect may mutually agree in accordance with the administrative rules of the mediation service in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

complaint but, in such event, mediation shall proceed in advance litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services., The Owner shall promptly pay the Architect all sums due prior to suspension and any expenses incurred in the interruption. Upon resumption of the Architect's services, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.



§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

A mutually agreed upon amount

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

A mutually agreed upon amount

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement, not defined herein, shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including prompt payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives non-public information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

On the basis of a fixed fee as outlined in the Compensation Schedule, attached as Exhibit B. Basic Services include customary direct expenses including local travel, in-house printing and reproduction, standard first-class postage, and regular telephone and electronic communications

.1 Stipulated Sum  
(Insert amount)

.2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On the basis of a fixed fee as outlined in the Compensation Schedule, attached as Exhibit B. Supplemental Services include customary direct expenses including local travel, in-house printing and reproduction, standard first-class postage, and regular telephone and electronic communications.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A mutually agreed upon amount on the basis of a negotiated fixed fee or on an hourly basis for staff expending time on the project, plus expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                              |             |           |     |    |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase       | twenty      | percent ( | 20  | %) |
| Design Development Phase     | twenty      | percent ( | 20  | %) |
| Construction Documents Phase | thirty five | percent ( | 35  | %) |
| Bidding Phase                | five        | percent ( | 5   | %) |
| Construction Phase           | twenty      | percent ( | 20  | %) |
| Total Basic Compensation     | one hundred | percent ( | 100 | %) |

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted periodically in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;  
(Paragraphs deleted)
- .7 physical models, mock-ups,  
(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Init.



*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of sic ( \$ 0 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

In accordance with the Local Government Prompt Payment Act if applicable, or if not applicable, one percent per month  
% 1.0

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**§ 12.2** Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

**§ 12.3** Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect:

Owner:

FGM Architects, Inc.  
1211 W. 22<sup>nd</sup> Street, Suite 700  
Oak Brook, Illinois 60523

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

Init.

**AIA Document B133™ – 2019.** Copyright © 2014, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:05:32 ET on 08/05/2022 under Order No.2114239456 which expires on 10/09/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

**User Notes:**

(1315139660)

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)
- [ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
(Insert the date of the E234-2019 incorporated into this agreement.)
- [ X ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- Exhibit A: Project Understanding & Professional Scope of Services Letter  
Exhibit B: Compensation Schedule  
Exhibit C: Hourly Rate Schedule
- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

John Dzarnowski, CEO

(Printed name, title, and license number, if required)



ARCHITECT (Signature)

Brian Meade, Principal-In-Charge

(Printed name, title, and license number, if required)

August 9, 2022

Don Wertzberger  
Owner's Representative for City of Roanoke  
720 Design  
dwertzberger@720design.net  
972.898.1264

Subject: Exhibit A: Project Understanding and Scope of Services for the City of Roanoke Police Department and Municipal Court Facility.

Dear Don,

Thank you for the opportunity to submit a full fixed fee design proposal on the above referenced project. We understand the City of Roanoke ("Owner") would like FGM Architects ("FGMA") and GFF Architects ("GFF") to provide full architectural design services for the new City of Roanoke Police Department and Municipal Court Facility. The location for the project consists of an approximately 5.5 acre tract of land along the southwest side of the intersection between Fairway Drive and Park Drive in Roanoke, Texas (the "Site"). Our team pledges to give you great service throughout the duration of this project and hope this is the first of many projects that we can lead as your architect. This letter outlines our basic project understanding and the scope of services we propose.

## PROJECT UNDERSTANDING

- The City of Roanoke purchased an approximately 5.5 acre project site located at the southwest corner of Fairway Drive and Park Drive.
- The city has produced a needs assessment document dated December, 2020, which was provided to FGMA/ GFF and included preliminary architectural site and conceptual adjacency planning layouts, space program and preliminary construction budget. This document serves as the basis for this proposal.
- The total program spaces needs have been identified as approximately 58,400 gbsf in the 2020 study:
  - 36,000sf for police main building
  - 3200sf for police support building
  - 8,600sf for the courts program dedicated spaces
  - 10,600sf for a shooting range building.
- The total Construction Cost to achieve all the above program spaces is now anticipated to be approximately \$39M.
- It is desired for future expansion space to be included on the site to allow for growth of the department over the next several decades.
- Owner plans to deliver the project via CMAR delivery method.

## PROJECT TEAM:

### Owner's Team:

Jeriahme Miller  
Scott Campbell  
Cody Petree  
Don Wertzberger

Chief of Police  
City Manager  
Assistant City Manager  
Owner's Rep

**FGM Architects**

**Architect of Record**

Brian Meade, AIA  
Raymond Lee, AIA  
Annabella Orlando, AIA  
Raegan Porter, IIDA

PIC, SME, Design (overall participation level = 30%)  
Principal, SME (overall participation level = 15%)  
Project Architect (overall participation level = 35%)  
Interior Designer Police Specialties (overall participation level = 20%)

## **GFF Architects, Inc.**

Jason Cave, AIA  
Kent Pontious, AIA  
Russell Hagg, AIA

## **Supporting Architect – Interior Architecture Lead**

Project Manager, Design (overall participation level = 40%)  
Studio Director (overall participation level = 20%)  
Interior Designer (overall participation level = 20%)

## **McAdams**

201 Country View Drive  
Roanoke, TX 76262

## **Civil Engineer**

## **WGI**

8144 Walnut Hill Lane, Suite 903  
Dallas, TX 75231

## **Structural Engineer**

## **MEPCE**

7500 Glenview Drive, Suite A  
Fort Worth, TX 76118

## **MEP Engineer**

## **Howell Design Group**

1004 Glendale Ct.  
Allen, TX 75013

## **Security/ Low-Voltage Consultant**

## **Riddle and Goodnight**

1155 Mary Drive  
Weatherford, TX 76085

## **Cost Estimator**

## **RSM Design**

4100 Commerce Street #7  
Dallas, TX 75226

## **Environmental Graphic Design / Branding**

## **SCOPE OF SERVICES:**

### **Basic Services**

- Architectural design for industry standard Police facility design
- Interior design, including all interior finishes and lighting.
- Preliminary Furniture Plan, including coordination of Electrical and Technology as well as finish recommendations.
- Base level signage for: site, building, and basic interior room signage. Enhanced signage / branding is listed as an add service.
- Structural engineering, including structural design criteria, foundation and structural steel framing design, along with Building Inspection Department requirements. Also, dumpster enclosure, monument sign structural design; light poles, small retaining walls for features/protection, and vehicle canopy design
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and temperature controls, electrical power and lighting, plumbing domestic water, sanitary sewer, and natural gas. Fire sprinkler and fire alarm systems will be a performance specification.
- Technology design services

- Structured cabling, network drop locations and pathways for voice, data, cable TV and audio-visual systems. Services do not include design and specification of computer or telephone equipment and networking electronics (i.e., switches, routers, wireless access points, hubs, etc.).
- Audio visual equipment selection and specification.
- Design and documentation of access control and video surveillance systems design.
- Coordination with owner communication and radio vendors to ensure successful integration with new dispatch design.
- Architect's anticipated submittals and Owner review meetings by phase:
  - 100% Concept Design
  - 50% Schematic Design (progress print)
  - 100% Schematic Design
  - 50% Design Development (progress print)
  - 100% Design Development
  - 50% Construction Documents
  - 95% Construction Documents
  - 100% Construction Documents (no Owner review meeting)
- Appliance selection (Architect will provide a generic equipment plan as a Basic Service for locating electrical and utility connections).
  - Architect will make residential & commercial equipment recommendations for refrigerators, ranges, dishwashers, ice makers, microwaves (excludes commercial ranges and kitchen hoods) as well as commercial refrigerator/freezers for evidence, and all laboratory equipment.
  - Architect will be responsible for inclusion of this information into the Construction Documents and the City will assign this to the CMAR to include in the GMP.
- Compliance with applicable codes and ordinances.
- Architect will provide the Contractor with the Revit model (upon execution of Architect's waiver form) for their use in preparing shop drawing submittals. Architect will not prepare background drawings for the Contractor.
- PDF Record Documents reflecting contract changes from accepted contingency expenditures or change orders.
- Emergency Operations Center design.
- Communication / Dispatch Center design.
- Building commissioning services as required by the current code or the 2015 International Energy Conservation Code, Section C408. MEP Systems to be commissioned include lighting and daylighting controls and plumbing service hot water systems.
- Basic Furniture Coordination (Architect will provide a generic furniture plan as a Basic Service for locating electrical and data connections).
- Civil engineering, including grading and drainage, paving, water supply, sanitary sewer, dimension control, erosion control, and integration of CPTED measures.
- Accelerated design and construction strategies assumed under basic services include the following:
  - Bid Package 1: Sitework, Utilities, and Foundations
  - Bid Package 2: Long-Lead Equipment (Emergency Generator, Ballistic Material, etc)

## Supplemental Services:

- Enhanced Construction Administration Services
  - Additional (2) site visits / OAC meetings per month from Architect during Construction Administration phase beyond the Base Scope of two (2) meetings per month for final (10) months of construction.
- Furniture Selection Services:
  - The Architect will review the interior systems furniture, case goods and chairs with the owner. We will start by developing furniture standards and work with a furniture manufacturer/dealer

with pre-negotiated government rates as selected by the Owner to make recommendations for furniture. We will also make recommendations for finishes. The furniture dealer will provide all furniture and installation cost estimates and the final furniture documents and specifications. Furniture selection services may also include coordination of system furniture workstation mock-up(s) and chair selection evaluation of sample.

- Storm Shelter Design – inclusion of a 3rd Party Oversight
- TDLR TAS (Texas Accessibility Standards) response to plan review comments. Also, coordination of the site inspection at the completion of construction.
- Final Plat (Assumes One Lot)
  - Prepare a recordable plat of the subject property into one lot. The plat will include existing and proposed easements as depicted on the civil drawings and previously recorded plats. Submittal to the City of Roanoke for review and approval and coordination of the recordation of the plat.
- Boundary survey showing easements, dedications, flood plains, and other information required by the city. The survey will provide monumentation of the perimeter boundaries.
- Topographic survey of the site and the adjacent rights-of-way. The topographic survey will consist of field locating visually identified structures, paving, utilities, and improvements within and adjacent to the proposed property boundaries. The topographic survey will also include field measured spot elevations, sufficient to create contours at 1' increments. Excludes tree survey.
- Closing Survey:
  - Perform necessary field work to prepare a closing survey, in accordance with the General Rule and Procedures promulgated by the Texas Board of Professional Engineers and Land Surveyors Horizontal control will be referenced to the Texas Coordinate System, North Central Zone (4202), NAD '83
- (2) Cost estimates
  - Initial Cost Estimate at Conceptual Design
  - Updated Estimate at 100% Schematic Design
- Enhanced 3D / Visualization Imaging Presentations: Assume two (2) presentations to City Council and/or Citizen Community Forums
- Shooting Range Design including final testing, commissioning, and certification.
- Enhanced Signage / Branding
- Participation in CMAR Selection Process (The Owner will prepare the RFQ and evaluation criteria, communicate with the CMAR candidates, schedule events, and negotiate and prepare the construction contract.)

## **Additional Services:**

- Construction Administration services provided beyond sixty (60) calendar days after the Substantial Completion date established in the original Construction Contract. In such cases, the Architect shall receive Additional Services compensated on an hourly basis at the rates listed below or as negotiated with the Owner in advance of these services beginning.

## **720 design Oversight Services:**

- Procurement Package for the Dispatch Consoles [direct City / Vendor contract]
- Development of the "Storage Package" (high-density storage, shelving, personnel lockers, property/evidence lockers, specialty lockers, etc.) – the final package will be under the CMAR GMP, and the Design Team will include in the Construction Documents for a competitive bid scenario with representation on the plans for coordination purposes and technical specifications
- Fitness Equipment Package [direct City / Vendor contract]

## **Owner Provided Services**

The Owner shall retain consultants or vendors to furnish the below design services and building systems or



authorize the Architect to furnish them as an Additional Services when such services are required to complete the project.

- Geotechnical investigation consisting of five to seven (5-7) deep borings for building foundation design recommendations and two to three (2-3) shallow borings for the paving design recommendations as coordinated with the structural and civil engineer.
- Property zoning modifications, including Planned Developments (PD) or Special Use Permits (SUP) as applicable.
- Utility easement separate instrument dedication documents for water, sanitary sewer, storm sewer, drainage and/or utility easements required as a part of development of the site. Includes dedication statements, survey exhibits and metes and bounds descriptions for each easement and coordination with City staff for review and approval.
- Distributed Antenna System (DAS) design allowance (if communication signal strength is not sufficient near the completion of construction).
- Laboratory construction materials testing and inspections, including code-required special inspections (during construction).
- 3rd-party energy inspections required by building codes, if not provided by the Contractor.
- Enhanced, 3rd Party Building Commissioning
- Selection, procurement, and installation of the following systems:
  - Telephone equipment/handsets and computer hardware, including networking electronics such as switches, routers, wireless access points, hubs, etc.
- Franchise utility coordination
- Environmental Phase 1 Site Assessment

#### **CM AT Risk Provided Services**

The CM at Risk shall furnish the following services, or the Owner shall furnish them to the Architect, when such services are required to complete the project.

- Pre-construction Phase cost estimates for the Architect's 100%SD, 100% DD, 50% CD phase submittals.

#### **Exclusions from Architect's Services**

The need for the below services is not anticipated at this time, however, the Architect could provide them as Additional Services, when authorized by the Owner in order to complete the project.

- Tree survey
- Off-site street ROW alterations and improvements
- Off-site utility engineering, including storm water utilities
- Hydrologic and hydraulic analysis, including streams and flood plains
- Underfloor drainage and foundation French drain systems – unless the Geotechnical Investigation makes these recommendation
- Subsurface utility engineering (SUE)
- Construction staking
- Incorporating the Contractor's field changes into the contract documents
- Waters of the United States delineation
- Threatened and endangered species habitat assessment
- Historical cultural resources assessment
- Traffic impact analysis
- Traffic control/signal studies or implementation
- Environmental or hazardous materials issues
- Leadership in Energy and Environmental Design (LEED) certification
- Energy modeling and utility bill estimates
- Preparation of systems life cycle cost analysis (LCA)

- Intrusion detection systems design
- Acoustical consulting beyond base design recommendations of interview rooms, large meeting rooms, presentation settings, etc.
- Food service consulting
- Fueling systems and fuel canopies
- Public Community Meetings beyond the (2) identified above
- Professional models and renderings produced out-of-house
- Virtual reality animation beyond enhanced 3D content identified in above section
- Antenna Tower
- Off-site and downstream storm water drainage assessment

## PROJECT SCHEDULE:

The project team proposes a 46-week design schedule:

### Design and Construction Documents Phase

- |                                  |                        |
|----------------------------------|------------------------|
| • Design Notice to Proceed (NTP) | August 2022            |
| • Program Validation             | 2 weeks                |
| • Concept Design Approval        | 8 weeks                |
| • Schematic Design Completion    | 8 weeks                |
| • Design Development Completion  | 12 weeks               |
| • Construction Documents         | 16 weeks               |
|                                  | <b>Total: 46 weeks</b> |

### GMP Pricing Phase

- |                                                            |                       |
|------------------------------------------------------------|-----------------------|
| • CMAR Subcontractor Bidding and GMP Contract Negotiations | 8 weeks               |
| • City Council Construction Contract Award                 | September 2023        |
|                                                            | <b>Total: 8 weeks</b> |

### Construction Phase

- |                  |                                                                      |
|------------------|----------------------------------------------------------------------|
| • Administration | approx. 16-20 months<br>(as negotiated in the construction contract) |
|------------------|----------------------------------------------------------------------|

### Total Project Duration

**30-32 months**

## FEES:

This section will be included in a separate exhibit.

Sincerely,

**Brian Meade, AIA** | Design Principal

[Brianm@fgmarchitects.com](mailto:Brianm@fgmarchitects.com)

cc: Ray Lee, AIA

Enclosure(s):

**Exhibit B Compensation Summary - FINAL**  
**Roanoke Police Department & Municipal Courts Project (RPDMC)**  
**Roanoke, TX**  
**FGMA Project No.:**  
**Revision Date:**

**8/9/2022**

| Basic Services by Phase                        | Fee                    |  | Percentage  |
|------------------------------------------------|------------------------|--|-------------|
| Schematic Design                               | \$ 539,550.00          |  | 20%         |
| Design Development                             | \$ 539,550.00          |  | 20%         |
| Construction Documents                         | \$ 944,212.50          |  | 35%         |
| Bidding                                        | \$ 134,887.50          |  | 5%          |
| Construction Administration                    | \$ 539,550.00          |  | 20%         |
| Furnishings, Fixtures & Equipment (FFE) - base | incl above             |  |             |
|                                                |                        |  |             |
| <b>Basic Services - TOTAL</b>                  | <b>\$ 2,697,750.00</b> |  | <b>100%</b> |

| Likely Supplemental Services                       | Fee                    |  | Firm       |
|----------------------------------------------------|------------------------|--|------------|
| Shooting Range Design                              | \$ 326,200.00          |  | multiple   |
| Storm Shelter - Design                             | \$ 34,000.00           |  | multiple   |
| Storm Shelter - 3rd party oversight                | \$ 13,500.00           |  | WGI        |
| TAS CD review & final inspection (ADA/TDLR)        | \$ 4,770.00            |  |            |
| Enhanced 3D Imaging & Presentations                | \$ 15,000.00           |  | FGMA / GFF |
| CA Phase enhanced participation scope              | \$ 49,000.00           |  | GFF        |
| CMAR Selection Process Participation               | \$ 5,900.00            |  | GFF        |
| Furnishings, Fixtures & Equipment (FFE) - enhanced | \$ 64,000.00           |  | GFF        |
| Enhanced signage / branding                        | \$ 75,000.00           |  | RSM        |
| Final Property Plat (assumes one lot)              | \$ 12,500.00           |  | McAdams    |
| Topographic Property - Closing Survey              | \$ 5,000.00            |  | McAdams    |
| Coordination with Franchise Utilities              | \$ 3,500.00            |  | McAdams    |
| Storm Water Pollution Prevention Plan (SWPPP)      | \$ 2,500.00            |  | McAdams    |
| Cost Estimating (conceptual & SD)                  | \$ 6,380.00            |  | R&G        |
| <b>Likely Supplemental Services - TOTAL</b>        | <b>\$ 617,250.00</b>   |  |            |
|                                                    |                        |  |            |
| <b>SUBTOTAL - FIXED FEES</b>                       | <b>\$ 3,315,000.00</b> |  |            |

| TBD Potential Add Services                      |                | TBD Add Fee         | Firm    |
|-------------------------------------------------|----------------|---------------------|---------|
| Drainage Study Application                      | fixed          | \$ 5,000.00         | McAdams |
| Drainage Study Application - Review Process     | estimate - tbd | \$ 5,000.00         | McAdams |
| Downstream Assessment Analysis                  | fixed          | \$ 25,000.00        | McAdams |
| Downstream Assessment Analysis - Review Process | estimate       | \$ 10,000.00        | McAdams |
| Investigation of Downtstream Improvements       | if req'd       | \$ 7,500.00         | McAdams |
| Mitigation Plan                                 | if req'd       | \$ 7,500.00         | McAdams |
| As-built detention basin verification           | if req'd       | \$ 5,000.00         | McAdams |
|                                                 |                | <b>\$ 65,000.00</b> |         |

| Reimbursable Expenses                             | Fee         |  |  |
|---------------------------------------------------|-------------|--|--|
| Printing, Delivery, etc. (included in fees above) | \$ -        |  |  |
| Travel related (included in fees above)           | \$ -        |  |  |
| <b>Reimbursable Expenses - TOTAL</b>              | <b>\$ -</b> |  |  |

|                                                    |                        |  |  |
|----------------------------------------------------|------------------------|--|--|
| <b>TOTAL FEES (not including drainge TBD fees)</b> | <b>\$ 3,315,000.00</b> |  |  |
|----------------------------------------------------|------------------------|--|--|

## **EXHIBIT C: Hourly Rate Schedules**

| <b>FGM Architects Inc.</b> |                    |
|----------------------------|--------------------|
| <b>Position</b>            | <b>Hourly Rate</b> |
| Principal                  | \$250.00           |
| Arch IV                    | \$220.00           |
| Arch III                   | \$175.00           |
| Arch II                    | \$145.00           |
| Arch I                     | \$105.00           |
| Interior Designer IV       | \$215.00           |
| Interior Designer III      | \$170.00           |
| Interior Designer II       | \$145.00           |
| Interior Designer I        | \$100.00           |
| Project Administrator      | \$100.00           |

*Note: Rates are subject to adjustment each November 1<sup>st</sup>.*

| <b>GFF Architects</b> |                    |
|-----------------------|--------------------|
| <b>Position</b>       | <b>Hourly Rate</b> |
| Principal             | \$330.00           |
| Directors             | \$205.00           |
| Senior Leaders        | \$195.00           |
| Leaders               | \$145.00           |
| Senior Coordinators   | \$135.00           |
| Coordinators          | \$120.00           |
| Team Members          | \$105.00           |

*Note: Rates are subject to annual adjustment.*



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - FY 2022-2023 - City Operating & Capital and REIDC Type A Budgets

MEETING DATE: August 9, 2022

DEPARTMENT: Finance

---

### ITEM SUMMARY:

Public hearing to hear public comments for consideration of the proposed City of Roanoke Operating and Capital Budget for Fiscal Year 2022-23, including the Roanoke Economic and Industrial Economic Development Corporation (Type A) Fiscal Year 2022-23 Annual Budget.

### INFORMATION:

City Charter, Article VII. Financial Procedures, Section 7.06 "At the meeting of the City Council at which the budget is submitted, the Council shall determine the time and place of a public hearing on the budget. The Council shall cause a notice of the hearing, setting forth the time, place and date, to be published in the official newspaper of the City of Roanoke as required by law. At the time and place set forth in the notice or at any time and place to which such public hearing shall from time to time be adjourned, The City Council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained." Local government code, Section 102.006 Public Hearing on Proposed Budget 1. The governing body of a municipality shall hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing. 2. The governing body shall set the hearing for a date occurring after the 15th day after the date the proposed budget is filed with the municipal clerk but before the date the governing body makes its tax levy. 3. The governing body shall provide for public notice of the date, time and location of the hearing. The notice must include, in a type of size at least equal to the type used for other items in the notice, any statement required to be included in the proposed budget under Section 102.005 (b).

### STAFF RECOMMENDATION:

Hold a Public Hearing



## **AGENDA ITEM**

### **SPECIAL CONSIDERATION:**

NONE

### **FINANCIAL CONSIDERATION:**

Budgeted Fiscal Year 2022-2023

### **ATTACHMENTS:**

1. PH - Notice for Operating and Capital Budget - 8-09-22
2. PH - Notice for Operating and Capital Budget - 8-09-22 Publication
3. 2023 Proposed Budget Summary for PH





## City of Roanoke Notice of Public Hearing

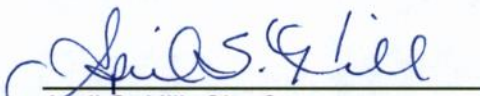
### CITY OF ROANOKE NOTICE OF PUBLIC HEARING ROANOKE CITY COUNCIL

A public hearing will be held by the Roanoke City Council on Tuesday, August 9, 2022 at 7:00 p.m. in the City Council Chambers – 2<sup>ND</sup> floor of Roanoke City Hall located at 500 S. Oak Street, Roanoke, Texas. The purpose of the public hearing will be to hear public comments for consideration of the proposed City of Roanoke Operating and Capital Budget for Fiscal Year 2022-23, including the Roanoke Economic and Industrial Economic Development Corporation (Type A) Fiscal Year 2022-23 Annual Budget.

**THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$764,037 OR 7.45% AND OF THAT AMOUNT, \$168,435 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

#### **CERTIFICATION**

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, July 28, 2022 by 5:00 p.m.

  
April S. Hill, City Secretary

**\*\*Persons with disabilities who plan to attend this meeting, who may need auxiliary aids or services are requested to contact April S. Hill, City Secretary, at City Hall, (817) 491-8152 two (2) days prior to the meeting so that appropriate arrangements can be made.**

**BRAILLE IS NOT AVAILABLE.**

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



## Legals

**Northwest ISD Pre-K Additions - Early Procurement Package**  
CORE Construction, Inc., Construction Manager at Risk for Northwest ISD, is requesting Competitive Proposals from subcontractors and suppliers for new multi-campus Pre-K additions to existing campuses for Northwest ISD. This is an Early Release Package for GMP #1 to include the following trades: **Surveying, Earthwork, Utilities, Soil Treatment, Site Signage & Striping, Retaining Walls, Playground Equipment & Surfaces, Concrete, Steel, Glass & Glazing, Roofing, HM Frames, Doors & Hardware, MEP's.**  
**Proposals are due:** on Tuesday August 2nd, 2022, by 2:00 pm CST via email to bidstx@coreconstruction.com, through Building Connected or by hand delivery to CORE Construction, 6320 Research Road, Frisco, TX 75033.  
**A virtual Pre-Bid Meeting will be held Friday, July 29th, 2022, at 11:00 am CST via MS Teams, with an On-Site Pre-Bid to follow at 2:00 pm, at Hughes Elementary.**  
Please copy/paste the link below for access. Contact courtneywisdom@coreconstruction.com for more information.  
**Pre-Bid MS Teams Link:** [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_N2UyMDI3Y2E2NTJiYjY0O0TVLWlWzNmYjYjY0ODVhMmY2NjE4%40thredv2/0?context=%7b%22Tid%22%3a%2244aa214e-7160-484f-a981-e461ca0834c%22%2c%22Oid%22%3a%22d0cfee0-c54a-4c69-930a-c2c683def20b%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2UyMDI3Y2E2NTJiYjY0O0TVLWlWzNmYjYjY0ODVhMmY2NjE4%40thredv2/0?context=%7b%22Tid%22%3a%2244aa214e-7160-484f-a981-e461ca0834c%22%2c%22Oid%22%3a%22d0cfee0-c54a-4c69-930a-c2c683def20b%22%7d)  
**On-Site Pre-Bid Location:** 13824 Lost Spurs Rd, Roanoke, TX 76262  
Please reach out via Building Connected or contact the following team members: Brent Peterson – brentpeterson@coreconstruction.com  
Plans are available via Building Connected and area plan rooms.  
All interested subcontractors and suppliers including Local, HUB, MBE, WBE SBE are encouraged to participate.  
IPL0082527  
Jul 24,31 2022

**CITY OF KELLER**  
REQUEST FOR BID  
Sealed bids will be received at Keller Town Hall Receptionist's Desk, 1100 Bear Creek Pkwy., Keller, Texas until 2:00 p.m. (local time), Tuesday, August 16, 2022, for a contract to furnish all plant, labor, materials and equipment to perform work for the following:  
Keller Sports Park Lot H Reclamation & Keller Youth Association Parking Lot  
Reclamation  
PLANS AND SPECIFICATIONS and contract documents may be examined without charge at the Keller Town Hall, 1100 Bear Creek Parkway, Keller, TX 76248. Copies of such instruments may be downloaded free of charge from CivCast website via <https://www.civcastusa.com/> starting July 24, 2022.  
A Non-Mandatory Pre-Bid Conference will be held on Tuesday, August 9, 2022 at 2:00 PM at Keller Town Hall, 1100 Bear Creek Pkwy, Keller, TX 76248.  
Contact information:  
Rick Hardcopf, PE, Capital Projects Manager 817-743-4089  
BID  
Mailing Address:  
City of Keller  
P.O. Box 770  
Keller, TX 76244  
IPL0081028  
Jul 24,31 2022

**NOTICE**  
Title: Notice of Finding of No Significant Impact (FONSI) issued by Federal Aviation Administration  
The Federal Aviation Administration (FAA), Southwest Region, after careful and thorough consideration of all facts and after coordination with appropriate local, state, and Federal agencies, approved on July 11, 2022, an environmental Finding of No Significant Impact (FONSI) for the proposed International Parkway Modernization Project, Dallas-Fort Worth International Airport, DFW, TX. The FONSI is available at the Airports Division, Texas Airports District Office, FAA Southwest Region, 10101 Hillwood Parkway, Fort Worth, Texas 76177. Copies of the FONSI are also available on DFW Publications website here.  
If you could let me know when the notice is published and provide me with an affidavit of publication, it would be greatly appreciated.  
IPL0081829  
Jul 31,Aug 7 2022

**City of Grand Prairie**  
Sealed bids will be received via [www.PlanetBids.com](http://www.PlanetBids.com) or 300 W. Main Street, Grand Prairie, Texas, until August 17, 2022, at 2:00 PM, and publicly opened and read via teleconference for the purchase of the following:  
RFB # 22119 – Easement and Alley Clearing  
There will be a mandatory pre-bid meeting held on Tuesday, August 9, 2022, at 10:00 AM. The meeting will be conducted online using Zoom teleconferencing.  
Further information and specifications may be obtained at [www.PlanetBids.com](http://www.PlanetBids.com), or from the Purchasing Division at (972) 237-8269.  
The City reserves the right to reject any or all bids and to waive formalities. The City also reserves the right to purchase these items through state-awarded contracts or other intergovernmental agreements when it is in the best interest of the City.  
IPL0083572  
Jul 31,Aug 7 2022

**CITY OF KELLER**  
REQUEST FOR PROPOSALS  
Sealed proposals will be received at the Keller Town Hall Receptionist's Desk or through the City of Keller website purchasing e-bid system or Public Works Dept., 1100 Bear Creek Pkwy., Keller, Texas until 3:00 p.m. (local time), Thursday, August 18, 2022, for a contract to furnish all plant, labor, materials and equipment to perform work for the following:  
Community Development System  
A Non-Mandatory Pre-Proposal Virtual Meeting will be held on Tuesday, August 2, 2022 at 10:00 AM. The meeting will be held via Microsoft Teams. Instructions for attendance of the Pre-Proposal Virtual Meeting can be obtained by sending an email to Ryan Lee, Support Services Manager at [rllee@cityofkeller.com](mailto:rllee@cityofkeller.com).  
Contact information:  
Ryan Lee, Support Services Manager 817-743-4095  
PROPOSAL  
Mailing Address:  
Attn: Ryan Lee  
City of Keller  
P.O. Box 770  
Keller, TX 76244  
IPL0082081  
Jul 24,31 2022

**SECTION B**  
**INVITATION TO BIDDERS**  
Sealed bids will be received at the office of the City Secretary, 1200 East Broad Street, Mansfield, Texas 76063 until 10:00 a.m., Wednesday, August 17, 2022 and then publicly opened and read aloud for the purchase of:  
PATHOLOGICAL WASTE INCINERATOR S-27-T OR EQUIVALENT  
All equipment shall be in accordance with the current unit specifications and meet the requirements of the existing Texas Environmental on Environmental Quality Permit 75847. All bids shall include the removal of current equipment, replacement equipment, owner manuals, on-site supervision and installation, start-up service after installation and operator training. Bid Specifications are available upon request at the Chris Burkett Service Center 620 S. Wisteria St., Mansfield, Texas 76063 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.  
The City reserves the right to reject any or all bids and to waive formalities. Advertisement Dates: July 31, 2022 August 7, 2022  
Fort Worth Star-Telegram  
IPL0083270  
Jul 31,Aug 7 2022

## Real Estate

**For Sale**  
Duplex for sale, each unit 1 bedroom, 1 bath, 850 sq ft. if interested please contact pejones1926@gmail.com.

**LBJ GRASSLANDS**  
**Sunset, Texas**  
**LBJ GRASSLANDS**  
33 tracts of land 19 to 21 acres each. Oaks, ponds, homesites, joins LBJ Grasslands near Sunset, Tx priced from \$16,800 to \$19,900 per acre. Jones Real Estate 940-841-2650. jones-realestate.com  
**940-841-2650 \$16,800 to \$19,900 per acre**

### Real Estate Misc.

**We Pay More For Your Property!!!**  
Sell Your Property for more. We pay more for your house/land. We pay All Closing Costs. Fast Closing. Any condition-Any situation. Ugly or Not! Tired landlords, let's talk. Español 100% [www.babylonhouses.com](http://www.babylonhouses.com) **(214) 728-5602**

## Employment

### Employment

**Elevate Credit Service, LLC** seeks Principal Architect – Applications in Fort Worth, TX to lead the technical vision for Elastic, a key product for the Elevate brand. Telecommuting is permitted. Apply at <https://www.jobpostingtoday.com/Ref/#89945>.

**Alcon Research, LLC** has openings for Senior Engineers for the Fort Worth, TX office. Senior Engineers are responsible for software verification of complex software applications embedded in state-of-the-art ophthalmic instruments in all phases of software development life cycle including planning, inputs, design, implementation, and testing. Job is 40 hours per week. Please send all resumes to Sylvia Cruz, Alcon Research, LLC, 6201 South Freeway, Fort Worth, TX 76134, Ref. No. RD0722

**CITY OF BENBROOK**  
**School Crossing Guard**  
**Part-Time Position**  
**\$16.00 per hour – 12.5 hours per week**  
The City of Benbrook is accepting applications for School Crossing Guards. This is a part time position without benefits. Complete job description and applications are available online at [www.benbrook-tx.gov](http://www.benbrook-tx.gov) or at **Municipal Complex 911 Winscott Road, Benbrook, TX 76126.** Positions open until filled. EOE

**CITY OF BENBROOK**  
**Accounting Supervisor**  
**Salary Range:**  
**\$68,933 to \$92,377 annually**  
The City of Benbrook is accepting applications for Accounting Supervisor. Complete job description and applications are available online at [www.benbrook-tx.gov](http://www.benbrook-tx.gov) or at **Municipal Complex 911 Winscott Road, Benbrook, TX 76126.** Positions open until filled. **The City does not accept online applications. EOE**

**Assistant Cook, Japanese F/T:**  
Prepare & cook various Japanese dishes. Resume: HBSY LLC @ 8850 N Tarrant Pkwy #701 North Richland Hills TX 76182

**F/T Bus. Analyst/Op. Research Analyst.** Manage day-to-day usefulness of in-house products & accept accountability for support & framework improvement. Must have bach. degree in comp sci, information syst or related field and 12 mo of exp as bus. analyst. Exp must've incl Agile (SCRUM) methodology; Quant analysis, Data visualization & Data mining; predictive modeling; Python; building forecasting models; SQL for mining; Tableau; Linux. Position located in Fort Worth, TX; periodic relo and/or travel may be req'd to various unanticipated work sites in U.S. Bckgrnd screen req'd. Send resume: Lynn Holly, Phoenix Innovations LLC, 241 International Parkway, Ste. 210, Flower Mound, TX 75022 or email: [lynnh@pi108.com](mailto:lynnh@pi108.com).

Room Attendant (multiple openings). Maintain hotel rooms in a clean and orderly manner. Prep Cook (multiple openings): Clean and sanitize cooking areas and equipments; Prepare various foods for cooking or serving. Laundry Attendant (multiple openings): Load articles into washers and sort articles removed from dryers. Mail Resume to: Moody National Management LP, 9655 Katy Freeway Suite 600, Houston, TX 77024. Job Site: 2020 State Highway 26, Grapevine, TX 76051

**Business Intelligence Analyst,** Grapevine, TX: Generate STD & customized BI RPTs & DSHs. PER DA & identify BUSI opportunities. Identify new BUSI INTEL tools & DA methodologies. Min. Reqs: MA's deg. in ECON/a rtd fld. 2-yr DA rtd exp. 2-yr exp. in bldg RPTs/DSHs USING DTA Vls tools, ERP FPMs & RPTng tools. 2-yr exp w/ STAT modeling & analysis. Send resumes: Michael Kim, TOULA MANUFACTURING LTD., INC., 2551 SW Grapevine Pkwy, Grapevine, TX 76051. Job ref: 1001.

**Supply Chain Analyst,** Grapevine, TX: Manage inventory & prevent inventory discrepancies. Analyze & identify the inefficient aspects in the COMPANY'S LOG PROCS. PER logistics demand FCST. Min. Reqs: MA's deg in SC MGMT/a rtd fld. 6-mon logistical exp. 6-mon exp w/ inventory FCSTg, demand planning, inventory MGMT & pchs. 6-mon exp w/ ERP SYS OPR as well as lean & 6 sigma implementations. Send resumes: Michael Kim, TOULA MANUFACTURING LTD., INC., 2551 SW Grapevine Pkwy, Grapevine, TX 76051. Job ref: 1001.

Charles Schwab seeking Sr. Specialist, SW Dev & Engr, in West-lake, TX– Design robust automation test framework from scratch w/ Espresso and/or XCUi for mobile retail & retirement apps – Reference job ID 2022-84225 & apply online at: <https://jobs.schwabjobs.com/>

## Employment

**Nationstar Mortgage, LLC d/b/a Mr. Cooper in Bedford, TX** is seeking a Senior Software Developer responsible for utilizing minimum requirements to modify and manage the full lifecycle software development process. Teleworking is permitted within reasonable commuting distance of the Bedford, TX office. Send resume to [JENNIFER.FISHER@mrcooper.com](mailto:JENNIFER.FISHER@mrcooper.com) or apply online at <https://careers.mrcooper.com/>. Please reference job code 019306 on resume.

**American Airlines, Inc.** has openings in Ft. Worth, TX for: Mobile Platform Product Owner (Ref. 1410): Collab w/ intrnl prttns from IT, UX & Analytics to understand custmr behavior & adjust reqs based on those behaviors. Analyst, RM Strategy & Analysis (Ref. 1371): Resp for identify'g & quantify'g rev opps thru analysis of intrnl & extrnl rev data. Lead, IT Quality Assurance (Ref. 1535): Provid'g strategic vision for the test'g team that promotes effy in tools & automation, personnel, & processes. Sr. Data Engineer (Ref. 2137): Resp for bring'g data engineer'g, collab, & analytics skills to help cultivate a data-driven cult by design'g & deliver'g analytics solutions & mak'g data analytics easier & more effective for AA. Sr. Analyst, RM Dvlpmnt (Ref. 1002): Resp for the full life-cycle of revintegrity biz rules dvlpt' include'g rules definition, harvest'g, develop't, test'g, deploy, implementation, & on-going maintenance. Sr. Developer, IT Applications (Ref. 1688): Collab w/ leaders, biz analysts, project mgrs, IT architects, tech leads & other developers, along w/ intrnl cstmtr, to understand reqs & dvlp needs accord'g to biz reqs. Sr. Engineer, IT Infrastructure (Ref. 1665): Resp for implement'g tech reqs & solutions as they progress thru the project mgmt cycle. Sr. Developer, IT Applications (Ref. 1851): Gather'g & analyz'g reqs, & convert it to features & user stories, & engineer the process & procedures meet'g reqs. Sr. Developer, IT Applications (Ref. 2048): Resp for leverag'g cuttg edge tech to solve biz probs by participat'g in all phases of the develop't process from inception through transition, advocat'g the agile process & test-driven develop't, using object-oriented develop't tools to analyze, model, dsgn, construct & test reusable objects, & making the code-base better. Sr. Developer, IT Applications (Ref. 2093): Resp for leverag'g cuttg edge tech to solve biz probs at AA by participat'g in all phases of the apps develop't process from inception through transition, advocat'g the agile process test-driven develop't, using object-oriented develop't tools to analyze, model, dsgn, construct, & test reusable objects, & making the codebase a better place to live & work. Sr. Analyst, Financial Planning (Ref. 2108): Resp for assist'g in the dsgn & implementation of a comprehensive strategic plan, track'g financial & product perform, & conduct'g financial forecast'g, develop't of capital plans, staffing anlysis, & cost reduction & rev generation studies. Sr. Architect, IT Applications (Ref. 917): Resp for maintain'g IT platform reliability, data reliability & security per AA's enterprise reqs. Sr. Analyst, Sales Strategy (Ref. 2106): Resp for apply'g data visualization, biz intel, project mgmt, & predictive analytics to create new report'g tools & dashboards to assemble & analyze lrg amounts of data. To learn more or to apply send inquiries &/or resume to Gene Womack via email: [Gene.Womack@aa.com](mailto:Gene.Womack@aa.com) Please include Ref # in subject line.

## Auctions

| Auctions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3 UPCOMING SALES</b><br><b>ONLINE AUCTION</b><br><b>ROSEN SYSTEMS, INC.</b><br><b>Sale #1 OILFIELD TRUCKS &amp; CONSTRUCTION EQUIPMENT</b><br><b>Heavy Hauling &amp; Oilfield Service Fleet</b><br>4502 E Overland Trail, TX 79601<br><b>BIDDING CLOSES Tuesday, August 9 @ 10AM</b><br><b>Sale #2 TEAM SPORTS APPAREL &amp; MERCHANDISE</b><br><b>Sports One Superstore Corp.</b> (Bankrupt 08.02.2009)<br>934 E Copeland Rd, Arlington, TX 76011<br><b>BIDDING CLOSES Wednesday, August 10 @ 10AM</b> | <b>Sale #3</b><br><b>CONCRETE CONTRACTOR</b><br><b>Trinity Concrete Sawing</b><br>500 S Bellline Rd, Irving, TX 75060<br><b>BIDDING CLOSSES Thursday, August 11 @ 10AM</b><br><b>ROSEN SYSTEMS</b><br>2323 Langford, Dallas, TX 75208<br>972-248-2266<br><a href="mailto:info@rosensystems.com">info@rosensystems.com</a><br><a href="http://www.RosenSystems.com">www.RosenSystems.com</a><br>15% (10% Bankruptcy) Buyer's Premium will apply. See our website for complete terms.<br>Auctioneer: M. Rosen TX Lic. #6732 |

## Service Directory

### Cleaning & Janitorial

**Maid In A Bottle**  
Senior, Move Out, Apts, Condos  
76116, 76114, 76102, 76109, 76132  
Small Pets, 1-2 Household, Insured  
Debbie 817-770-1121

### Home & Business Improvement

**PLUMBING**  
A to Z Military/Senior Disc All Repairs  
24/7-FREE est.817-323-3418

### Summer Savings

Int-Ext, 35 yrs, Drywall and Carpentry Repairs, Painting  
A+ BBB Rick (817)653-0822

**Interior/Exterior Painting**  
Tape/Bed/Texture, Minor repairs. Free Estimates. 45 Years of Experience. (817) 825-1011

**Frank's Roofing,** Comp, PTO, Gutters, Concrete Work, Constr, co Free Est 45yr exp **817-797-7675**

**D&V concrete**  
work sidewalk patio & driveways roofing and remodeling free estimates 817-323-8432 none

## Service Directory

### Home & Business Improvement

**THE MASON MENDER**  
Mailbox repairs, tuck pointing, cracks  
817-455-9252

**All Phases** home/rentals/remodel/repairs/handyman, 25yrs of satisfied customers and friends 817-455-1382

**Paintin/Drywal/carpentry**  
Int/ext painting ,drywall repairs,capentry 25yrs of exp freeEst8176025134

**FENCING AUTO GATES, PLATINUM PERFORMANCE FENCE!**  
Fin Avl 0% interest 817-879-3181

### Lawn/Garden/Landscaping/Trees

**JOSE'S TREE SERVICE** tree removal/trimming Tree & brush clearing. Full ins. Senior/Military Disc. We beat any price 817-724-2180

### Misc. Service

**HOME REPAIRS,** interior/exterior, no job to small. Free Est., License & Insured **817-566-4785**

**ELECTRICAL & PLUMBING**  
Res. & Comm'l. Free Est. No job too large or too small. **817-566-4785**

**HAULING**  
No job too small! Usually same day serv. Haul off, demo, clean out  
Free est. **817-566-4785**

## Miscellaneous

### Merchandise

**Mid Cities GUN SHOW**  
**AUGUST 6 & 7**  
**SAT. 9a-5p**  
**SUN. 10a-4p**  
**NYTEX Sports Centre**  
8851 Icehouse Drive, NRH, 76180  
**817-732-1194**  
**PremierGunShows.com**

**MESQUITE GUN SHOW**  
**SAT. AUGUST 13, 9a-5p**  
**SUN. AUGUST 14, 10a-4p**  
**MESQUITE CONVENTION CENTER**  
1800 Rodeo Drive  
**817-732-1194**  
**PremierGunShows.com**

### Misc.

**GUN SHOW**  
**HILCO EVENT CENTER**  
**ITASCA, TX.**  
**AUGUST 6-7, 2022**  
**MORE INFO: 817-929-1816**

**WE POWDER COAT PATIO FURNITURE.**  
**LONGHORN 817-759-2224**

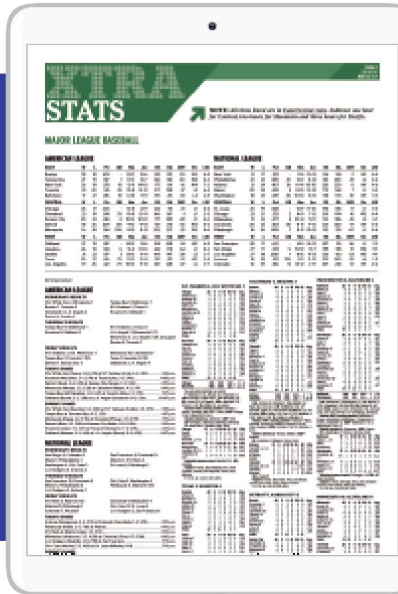
## APARTMENT HUNTING?

**Let Classifieds Help**  
**Star-Telegram**  
STAR-TELEGRAM.COM

# Fort Worth Star-Telegram

# Extra news. No extra charge.

The eEdition, the online version of the print paper only available to subscribers, has bonus sections with up to 100 pages of additional content every day.



## XTRA STATS

Get stats from the latest national and international sporting events, including baseball, basketball, football and other athletic competitions.

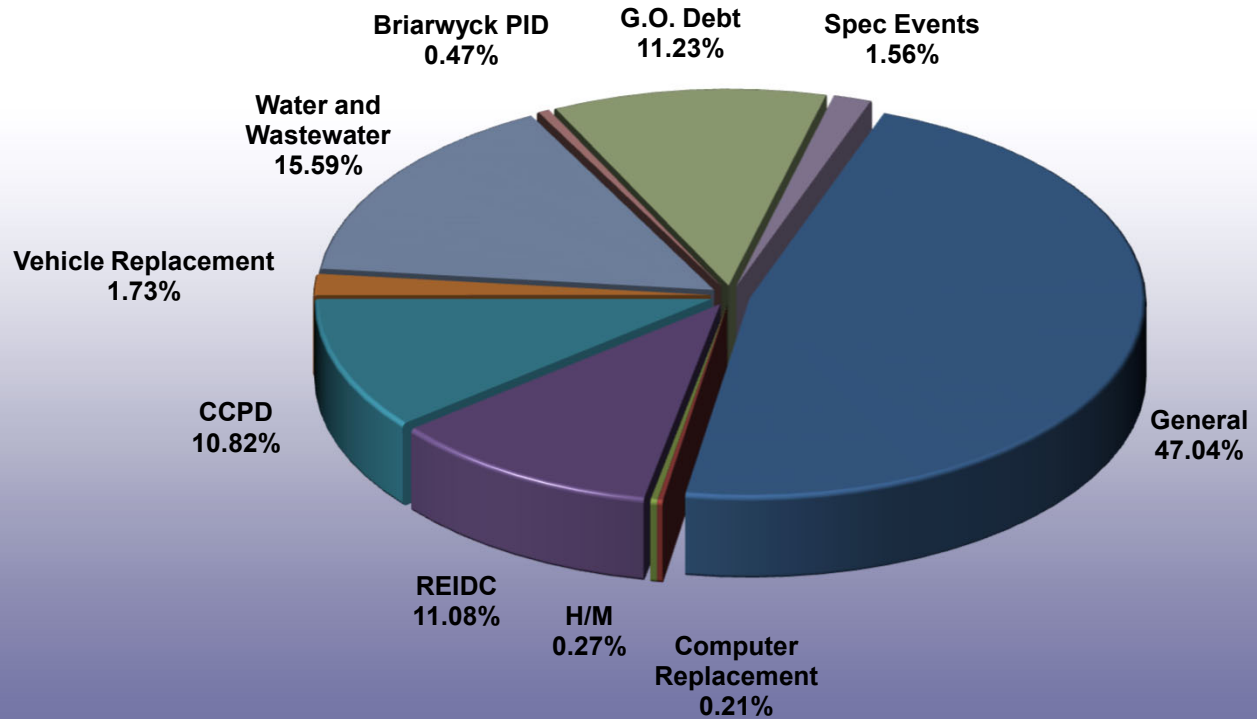


Scan this QR code with the camera on a phone to set up digital access or go to **[star-telegram.com/digitalaccess](https://star-telegram.com/digitalaccess)**



# Where Does The Money Come From?

**FY22-23**



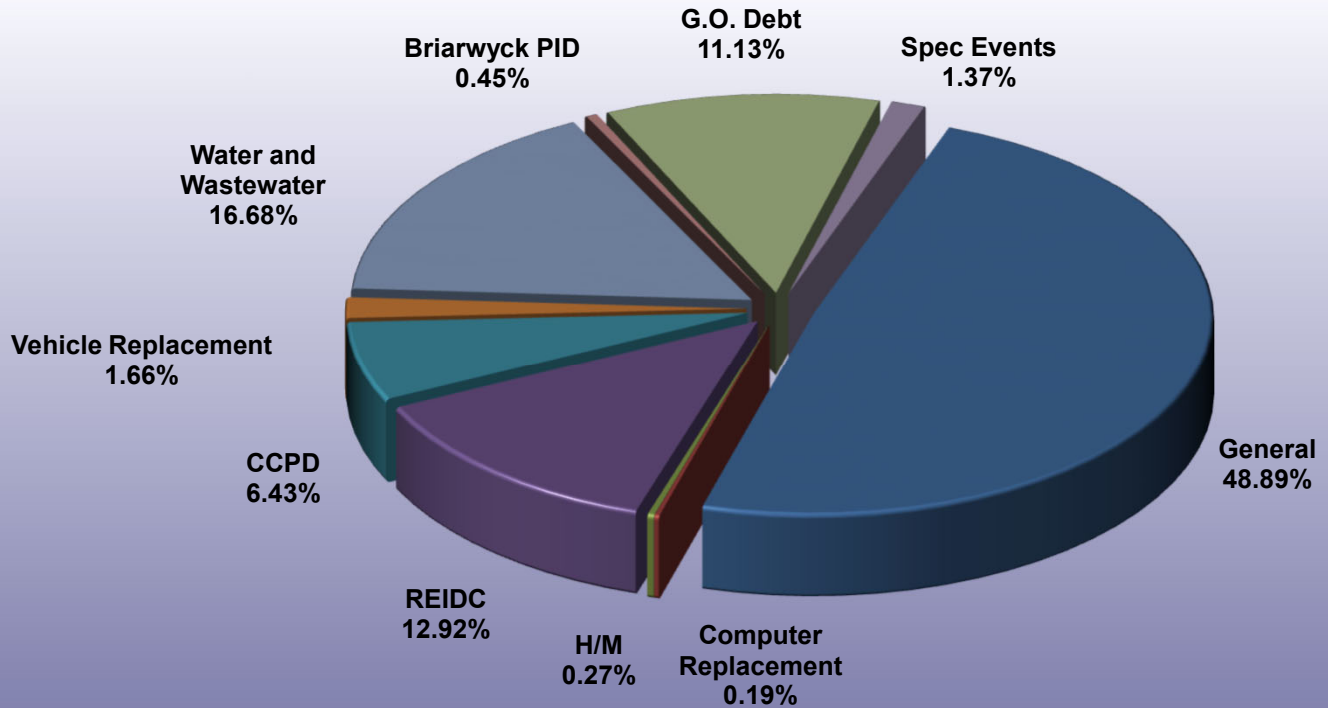
## Estimated FY21-22

## Proposed FY22-23

| Fund                 | Estimated FY21-22    |                   | Proposed FY22-23     |                     |
|----------------------|----------------------|-------------------|----------------------|---------------------|
|                      | Revenue              | Use of Reserves   | Revenue              | Use of Reserves     |
| General              | \$ 24,696,303        | \$ 441,180        | \$ 23,905,996        | \$ 1,821,230        |
| Hotel/Motel          | \$ 135,100           | \$ -              | \$ 139,150           | \$ -                |
| REIDC                | \$ 7,930,157         | \$ -              | \$ 5,630,000         | \$ 2,958,750        |
| RCEDC                | \$ 6,064,157         | \$ -              | \$ -                 | \$ -                |
| CCPD                 | \$ -                 | \$ -              | \$ 5,501,000         | \$ 102,332          |
| Vehicle Replacement  | \$ 816,166           | \$ -              | \$ 878,886           | \$ -                |
| Water and Wastewater | \$ 7,854,369         | \$ 471,653        | \$ 7,921,307         | \$ 785,534          |
| Special Events       | \$ -                 | \$ -              | \$ 792,500           | \$ -                |
| Briarwyck PID        | \$ 246,146           | \$ -              | \$ 236,385           | \$ -                |
| Computer Replacement | \$ 87,895            | \$ -              | \$ 108,862           | \$ -                |
| G.O. Debt            | \$ 10,640,873        | \$ -              | \$ 5,704,808         | \$ 106,470          |
| <b>TOTAL</b>         | <b>\$ 58,471,166</b> | <b>\$ 912,833</b> | <b>\$ 50,818,894</b> | <b>\$ 5,774,316</b> |

# Where Does The Money Go?

**FY22-23**



| Fund                 | Estimated FY21-22    |                     | Proposed FY22-23     |                     |
|----------------------|----------------------|---------------------|----------------------|---------------------|
|                      | Operating Expenses   | Capital Expenses    | Operating Expenses   | Capital Expenses    |
| General              | \$ 23,746,657        | \$ 441,180          | \$ 23,555,949        | \$ 1,821,230        |
| Hotel/Motel          | \$ 123,600           | \$ -                | \$ 138,100           | \$ -                |
| REIDC                | \$ 3,194,918         | \$ -                | \$ 3,746,590         | \$ 2,958,750        |
| RCEDC                | \$ 5,531,568         | \$ -                | \$ -                 | \$ -                |
| CCPD                 | \$ -                 | \$ -                | \$ 3,235,682         | \$ 102,332          |
| Vehicle Replacement  | \$ 304,150           | \$ -                | \$ 863,919           | \$ -                |
| Water and Wastewater | \$ 7,499,880         | \$ 471,653          | \$ 7,870,349         | \$ 785,534          |
| Special Events       | \$ -                 | \$ -                | \$ 712,888           | \$ -                |
| Briarwyck PID        | \$ 236,004           | \$ -                | \$ 236,085           | \$ -                |
| Computer Replacement | \$ 76,000            | \$ -                | \$ 100,900           | \$ -                |
| G.O. Debt            | \$ 10,758,045        | \$ 159,991          | \$ 5,669,839         | \$ 106,470          |
| <b>TOTAL</b>         | <b>\$ 51,470,822</b> | <b>\$ 1,072,824</b> | <b>\$ 46,130,301</b> | <b>\$ 5,774,316</b> |



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Postpone the adoption of the FY2022-2023 official Operating and Capital Budget

MEETING DATE: August 9, 2022

DEPARTMENT: Finance

---

### ITEM SUMMARY:

Consideration and action to postpone the adoption of the FY2022-2023 official Operating and Capital Budget for the City of Roanoke until August 23, 2022. (take record vote)

### INFORMATION:

State law requires that a governing body take some sort of action on the budget at the conclusion of the public hearing. This action could be the adoption of the budget, or else a vote to postpone the final budget vote. It is generally accepted that the city need not adopt the budget at the end of the hearing. Because of the very restrictive timeline regarding budget adoption and tax rate adoption, imposed by the state legislature, city staff will be recommending approval of the budget at the August 23, 2022 City Council meeting.

### STAFF RECOMMENDATION:

Vote to postpone adoption of FY 2022-2023 City Operating and Capital Budget and Roanoke Economic and Industrial Development Corporation Type A Budget, until August 23, 2022.

### SPECIAL CONSIDERATION:

Staff recommends postponing the adoption of the FY2022-23 Operating and Capital budget until the August 23, 2022 City Council meeting

### FINANCIAL CONSIDERATION:

#### ATTACHMENTS:

None



## **AGENDA ITEM**



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - FY 2022-2023 CCPD Budget

MEETING DATE: August 9, 2022

DEPARTMENT: City Secretary

---

### ITEM SUMMARY:

Public hearing to hear public comments for consideration of the proposed City of Roanoke Crime Control and Prevention District Annual Budget for Fiscal Year 2022-23.

### INFORMATION:

Pursuant to Section 363.205 of the Texas Local Government Code, "Not later than the 45th day before the date each fiscal year begins, the governing body of the political subdivision that created the district shall hold a public hearing on the budget adopted by the Board and submitted to the governing body"

### STAFF RECOMMENDATION:

Staff recommends holding a public hearing on the FY2022-23 CCPD Proposed Budget

### SPECIAL CONSIDERATION:

NONE

### FINANCIAL CONSIDERATION:

FY2022-23 Budget Year

### ATTACHMENTS:

1. PH - Notice for Crime Control - Annual Budget - 2022-23
2. PH - Notice for Crime Control - Annual Budget - 2022-23 - Publication





## City of Roanoke Notice of Public Hearing

### CITY OF ROANOKE NOTICE OF PUBLIC HEARING ROANOKE CITY COUNCIL

A public hearing will be held by the Roanoke City Council on Tuesday, August 9, 2022 at 7:00 p.m. in the City Council Chambers – 2<sup>ND</sup> floor of Roanoke City Hall located at 500 S. Oak Street, Roanoke, Texas. The purpose of the public hearing will be to hear public comments for consideration of the proposed City of Roanoke Crime Control and Prevention District Annual Budget for Fiscal Year 2022-23.

#### **CERTIFICATION**

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, July 28, 2022 by 5:00 p.m.

  
April S. Hill, City Secretary

**\*\*Persons with disabilities who plan to attend this meeting, who may need auxiliary aids or services are requested to contact April S. Hill, City Secretary, at City Hall, (817) 491-8152 two (2) days prior to the meeting so that appropriate arrangements can be made.**

**BRaille IS NOT AVAILABLE.**

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



# Classified

## FIND. BUY. SELL.

classifieds.star.telegram.com

**SELL  
YOUR STUFF  
FAST!**

**817.390.7400**



## Legals

### CITY OF ROANOKE NOTICE OF PUBLIC HEARING ROANOKE CITY COUNCIL

A public hearing will be held by the Roanoke City Council on Tuesday, August 9, 2022 at 7:00 p.m. in the City Council Chambers – 2ND floor of Roanoke City Hall located at 500 S. Oak Street, Roanoke, Texas. The purpose of the public hearing will be to hear public comments for consideration of the proposed City of Roanoke Crime Control and Prevention District Annual Budget for Fiscal Year 2022-23.  
IPL0083240  
Jul 28 2022

### NOTICE OF PUBLIC HEARING 2021-2022 AMENDED BUDGET

NOTICE IS HEREBY GIVEN to all interested citizens in the City of North Richland Hills, that the City Council will hold a public hearing on the 2021-2022 amended budget on Monday, August 8, 2022 during the regular 7:00 p.m. City Council meeting at the North Richland Hills City Hall City Council Chambers, 4301 City Point Drive, North Richland Hills, Texas.  
IPL0083125  
Jul 28 2022

### NOTICE TO BIDDERS

Sealed bids received by the City of Arlington at the Office of the Purchasing Manager, 101 S. Mesquite, Suite 800, Arlington, Texas, 76010 until 2:00 p.m. on the 11th of August 2022 for:

PROJECT NUMBER: 22-0207  
New Generators for Beacon and Elzie Odum Recreation Center  
PRE-BID MEETING:  
Thursday, July 28th, 2022 @ 10:00am  
717 W. Main Street (Parks Board Room)  
Arlington, TX 76013

Official bid or proposal document(s) are available to any supplier registered on the City's Procurement Portal at <https://arlington-tx.ionwave.net/Login.aspx>, or by contacting the office of the Purchasing Manager, City Tower Business Office, 101 S. Mesquite Street, 8th Floor, Suite 800, P.O. Box 90231, Arlington, Texas 76004-3231. The City of Arlington reserves the right to reject any or all bids and waive any and all informalities.  
s/s Jim Ross  
Mayor  
s/s Alex Busken  
City Secretary  
IPL0082409  
Jul 21,28 2022

### SECTION 00 11 13 INVITATION TO BIDDERS

RECEIPT OF BIDS  
Sealed bids for the construction of 2023 CONCRETE RESTORATION CONTRACT 1, City project No. 104176 will be received by the City of Fort Worth Purchasing Office until 1:30 P.M. CST, Thursday, August 18, 2022 as further described below:  
City of Fort Worth  
Purchasing Division  
200 Texas Street  
Fort Worth, Texas 76102  
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;  
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.  
GENERAL DESCRIPTION OF WORK  
The major work will consist of the (approximate) following:  
12,145 SY Remove Concrete and Replace with 7" Concrete Pavement HES 1,200 CY Flex Base  
5,000 SY Geogrid  
DOCUMENT EXAMINATION AND PROCUREMENTS  
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at <http://www.fortworthtexas.gov/purchasing/> and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.  
Copies of the Bidding and Contract Documents may be purchased from Nikki McLeroy, 817-392-8363. City of Fort Worth, TPW, 200 Texas St., Fort Worth, TX 76102.  
The cost of Bidding and Contract Documents is: \$30.00  
EXPRESSION OF INTEREST  
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at <http://fortworthtexas.gov/purchasing/>  
PREBID CONFERENCE – Web Conference  
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:  
DATE: Tuesday, August 2, 2022  
TIME: 11:00 AM  
Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.  
If a prebid conference is held, the presentation and any questions and answers provided at the prebid conference will be issued as an Addendum to the call for bids. If a prebid conference is not being held, prospective bidders can e-mail questions or comments in accordance with Section 6 of the Instructions to Bidders referenced above to the project manager(s) at the e-mail addresses listed below. Emailed questions will suffice as "questions in writing." If necessary, Addenda will be issued pursuant to the Instructions to Bidders.  
CITY'S RIGHT TO ACCEPT OR REJECT BIDS  
City reserves the right to waive irregularities and to accept or reject any or all bids.  
AWARD  
City will award a contract to the Bidder presenting the lowest price, qualifications and competencies considered.  
FUNDING  
Any Contract awarded under this INVITATION TO BIDDERS is expected to be funded from revenues generated from bonds and reserved by the City for the Project.  
INQUIRIES  
All inquiries relative to this procurement should be addressed to the following:  
Attn: Mike Crenshaw, City of Fort Worth  
Email: [mike.crenshaw@fortworthtexas.gov](mailto:mike.crenshaw@fortworthtexas.gov)  
Phone: 817-300-9960  
AND/OR  
Attn: Rodrigo Vizcaino, PM, HDR Engineering, Inc.  
Email: [rodrigo.vizcaino@hdrinc.com](mailto:rodrigo.vizcaino@hdrinc.com)  
Phone: 972-960-4400  
IPL0081619  
Jul 21,28 2022

### SECTION 00 11 13 INVITATION TO BIDDERS

RECEIPT OF BIDS  
Sealed bids for the construction of Storm Drain Rehabilitation - CPN 103055 and 5th Street at Carroll Street to Railroad Storm Drain Rehabilitation - CPN 103059 ("Project") will be received by the City of Fort Worth Purchasing Office until 1:30 PM. CST, Thursday, August 11, 2022 as further described below:  
City of Fort Worth  
Purchasing Division  
200 Texas Street  
Fort Worth, Texas 76102  
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;  
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.  
GENERAL DESCRIPTION OF WORK  
The major work will consist of the (approximate) following:  
The scope of work includes Storm Water pipe rehabilitation at the following locations;  
• Carroll Street and Merrimac Street Storm Drain Rehabilitation - CPN 103055: Includes 620 LF of 30-inch Storm Water Pipe Rehabilitation by Cured-in-place pipe (CIPP)  
• 5th Street at Carroll Street to Railroad Storm Drain Rehabilitation - CPN 103059: Includes 900 LF of 96-inch by 68-inch Arch Storm Water Pipe Rehabilitation by Spray Applied Pipe Lining (SAPL) with Cementitious Material.  
PREQUALIFICATION  
Certain improvements included in this project must be performed by a contractor or designated subcontractor who is pre-qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 3 of 00 21 13 - INSTRUCTIONS TO BIDDERS.  
DOCUMENT EXAMINATION AND PROCUREMENTS  
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at <http://www.fortworthtexas.gov/purchasing/> and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.  
<https://docs.b360.autodesk.com/shares/278c5271-600e-480c-a3fa-50d3cee94a1>  
Copies of the Bidding and Contract Documents may be purchased from HDR Engineering, Inc., Attn: Rodrigo Vizcaino, Tel: 972-960-4400, 17111 Preston Road, Suite 300, Dallas, Texas 75248  
The cost of Bidding and Contract Documents is:  
Set of Bidding and Contract Documents with full size drawings: \$50  
Set of Bidding and Contract Documents with half size drawings: \$40  
EXPRESSION OF INTEREST  
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at <http://fortworthtexas.gov/purchasing/>  
PREBID CONFERENCE – Web Conference  
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:  
DATE: Tuesday, August 2, 2022  
TIME: 11:00 AM  
Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.  
If a prebid conference is held, the presentation and any questions and answers provided at the prebid conference will be issued as an Addendum to the call for bids. If a prebid conference is not being held, prospective bidders can e-mail questions or comments in accordance with Section 6 of the Instructions to Bidders referenced above to the project manager(s) at the e-mail addresses listed below. Emailed questions will suffice as "questions in writing." If necessary, Addenda will be issued pursuant to the Instructions to Bidders.  
CITY'S RIGHT TO ACCEPT OR REJECT BIDS  
City reserves the right to waive irregularities and to accept or reject any or all bids.  
AWARD  
City will award a contract to the Bidder presenting the lowest price, qualifications and competencies considered.  
FUNDING  
Any Contract awarded under this INVITATION TO BIDDERS is expected to be funded from revenues generated from bonds and reserved by the City for the Project.  
INQUIRIES  
All inquiries relative to this procurement should be addressed to the following:  
Attn: Mike Crenshaw, City of Fort Worth  
Email: [mike.crenshaw@fortworthtexas.gov](mailto:mike.crenshaw@fortworthtexas.gov)  
Phone: 817-300-9960  
AND/OR  
Attn: Rodrigo Vizcaino, PM, HDR Engineering, Inc.  
Email: [rodrigo.vizcaino@hdrinc.com](mailto:rodrigo.vizcaino@hdrinc.com)  
Phone: 972-960-4400  
IPL0081619  
Jul 21,28 2022

**LOOKING  
FOR  
THAT  
PERFECT  
NEW  
JOB?**

**Let Classifieds Help**

**Star-Telegram**  
STAR-TELEGRAM.COM

### RFB 519-2022 Request for Bid: Supply of Aggregate Materials

The City of Grapevine is soliciting sealed bids from qualified vendors for a fixed priced annual contract for various aggregate materials on an as-needed basis for the various departments in the City of Grapevine. The contract will be for an initial one-year period with options to renew for four additional one-year periods. The bid will be awarded to the lowest responsible/responsive bidder meeting or exceeding specifications in accordance with the provisions of the current Texas Local Government Code Title 8. The intent is to award to one vendor as an annual contract but may be awarded to multiple vendors if deemed in the best interest of the City. The annual contract start date will be sometime after City Council approves the award which will be in September, 2022.

All questions regarding the terms, conditions or specifications of this bid must be submitted by 10:00 a.m. on August 12, 2022 via email to the addresses noted below:  
Lance Wright: [lwright@grapevinetexas.gov](mailto:lwright@grapevinetexas.gov)  
Priscilla Gonzalez: [pgonzalez@grapevinetexas.gov](mailto:pgonzalez@grapevinetexas.gov)

The RFB documents may be viewed and obtained by registering online through the City's eBid system found on the Grapevine Purchasing website: <http://www.grapevinetexas.gov/>. The RFB closing date and time is August 25, 2022 at 2:00 p.m. local time. RFB responses are due prior to the RFB closing date and time. Responses received after the above time will not be permitted. Submit your bid electronically through the eBid Procurement system and include all required document submittals. RFB responses will be publicly opened shortly after the closing date at the following location:

City of Grapevine  
Service Center Conference Room  
501 Shady Brook Drive  
Grapevine, TX 76051  
RFB submittal results will be presented to the City Council at which time the City reserves the right to accept or reject any or all responses and to waive any informalities in the RFB responses.  
IPL0083032  
Jul 28,Aug 4 2022

### SECTION 00 11 13 INVITATION TO BIDDERS

RECEIPT OF BIDS  
Sealed bids for the construction of Lancaster Corridor Parkway Improvements (#102192) ("Project") will be received by the City of Fort Worth Purchasing Office until 1:30 P.M. CST, Thursday, August 18, 2022 as further described below:  
City of Fort Worth  
Purchasing Division  
200 Texas Street  
Fort Worth, Texas 76102  
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;  
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.  
GENERAL DESCRIPTION OF WORK  
The major work will consist of the (approximate) following: enhanced landscaping, irrigation, and traffic control.  
PREQUALIFICATION  
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at <http://fortworthtexas.gov/purchasing/>  
PREBID CONFERENCE – Web Conference  
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:  
DATE: Tuesday, August 2, 2022  
TIME: 11:00 AM  
Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.  
If a prebid conference is held, the presentation and any questions and answers provided at the prebid conference will be issued as an Addendum to the call for bids. If a prebid conference is not being held, prospective bidders can e-mail questions or comments in accordance with Section 6 of the Instructions to Bidders referenced above to the project manager(s) at the e-mail addresses listed below. Emailed questions will suffice as "questions in writing." If necessary, Addenda will be issued pursuant to the Instructions to Bidders.  
CITY'S RIGHT TO ACCEPT OR REJECT BIDS  
City reserves the right to waive irregularities and to accept or reject any or all bids.  
AWARD  
City will award a contract to the Bidder presenting the lowest price, qualifications and competencies considered.  
FUNDING  
Any Contract awarded under this INVITATION TO BIDDERS is expected to be funded from revenues generated from Tax Incremental Reinvestment Zone #8 (Lancaster Corridor TIF) reserved by the City for the Project and an Interlocal Cooperation Agreement between the North Central Texas Council of Governments (NCTCOG) and the City of Fort Worth.  
INQUIRIES  
All inquiries relative to this procurement should be addressed to the following:  
Attn: Kevin Rodriguez, City of Fort Worth  
Email: [kevin.rodriguez@fortworthtexas.gov](mailto:kevin.rodriguez@fortworthtexas.gov)  
Phone: (817) 392-5746  
IPL0081746  
Jul 21,28 2022

### PUBLIC HEARING NOTICE CITY OF SOUTHLAKE, TEXAS

Notice is hereby given to all interested persons that the City of Southlake, Texas, will consider the following items in the Council Chambers at Town Hall, 1400 Main Street, Southlake, Texas for:

The City Council on Tuesday, August 16, 2022, at 5:30 p.m. will hold a public hearing and consider:  
ORDINANCE NO. 1263, AN ORDINANCE AMENDING DIVISION 2, ARTICLE V, "BOARDS, COMMISSIONS AND COMMITTEES," OF CHAPTER 2, "ADMINISTRATION," OF THE SOUTHLAKE CODE OF ORDINANCES TO REMOVE THE COMMUNITY ENGAGEMENT COMMITTEE AND CREATE THE ALLIANCE FOR COMMUNITY ENGAGEMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE. All interested persons are urged to attend.

City of Southlake  
Amy Shelley, TRMC  
City Secretary  
IPL0083116  
Jul 28 2022

### SECTION 00 11 13 INVITATION TO BIDDERS

RECEIPT OF BIDS  
Sealed bids for the construction of Sanitary Sewer Rehabilitation & Waterline Replacement Contract 98, City Project No. 02719 ("Project") will be received by the City of Fort Worth Purchasing Office until 10:00 A.M. CST, Thursday, August 25, 2022, as further described below:  
City of Fort Worth  
Purchasing Division  
200 Texas Street  
Fort Worth, Texas 76102  
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;  
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.  
In lieu of delivering completed Business Equity (M/WBE) forms for the project to the Purchasing Office, bidders shall e-mail the completed Business Equity forms to the City Project Manager no later than 2:00 PM on the third City Business day after the bid opening date, exclusive of the bid opening date.

GENERAL DESCRIPTION OF WORK  
The major work will consist of the (approximate) following:  
• 3,295 LF of 8" PVC Water Pipe  
• 416 LF of 12" PVC Water Pipe  
• 568 LF of 16" PVC Water Pipe  
• 915 LF of 8" DIP Sewer  
• 180 LF of 16" DIP Sewer  
• 4,497 LF of 8" PVC Sewer Pipe  
• 405 LF of 8" Pipe Enlargement  
• 816 LF of 12" CIPP Sewer  
• 13,140 SY of 3" Surface Course Asphalt, Type "D" Pavement Overlay  
PREQUALIFICATION  
Certain improvements included in this project must be performed by a contractor or designated subcontractor who is pre-qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 3 of 00 21 13 - INSTRUCTIONS TO BIDDERS.  
DOCUMENT EXAMINATION AND PROCUREMENTS  
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at <http://www.fortworthtexas.gov/purchasing/> and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.  
Bid Document Package  
<https://docs.b360.autodesk.com/shares/1cb864af-0db0-49c1-930d-0fe37ec8316>  
Addenda Folder  
<https://docs.b360.autodesk.com/shares/dcca75eb-59ed-4d92-bc4f-9041362b2f04>  
Plan Holders Registration Form and Plan Holders List  
<https://docs.b360.autodesk.com/shares/b6ab3299-7012-4206-a12a-87710be35f1f>  
EXPRESSION OF INTEREST  
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at <http://fortworthtexas.gov/purchasing/>  
PREBID CONFERENCE – In-person  
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time:  
DATE: August 9th, 2022  
TIME: 10:00 AM  
PLACE: 311 W. 10th Street  
Fort Worth, Texas 76102  
LOCATION: City of Fort Worth Water Department  
If a prebid conference is held, the presentation and any questions and answers provided at the prebid conference will be issued as an Addendum to the call for bids. If a prebid conference is not being held, prospective bidders can e-mail questions or comments in accordance with Section 6 of the Instructions to Bidders referenced above to the project manager(s) at the e-mail addresses listed below. Emailed questions will suffice as "questions in writing." If necessary, Addenda will be issued pursuant to the Instructions to Bidders.  
CITY'S RIGHT TO ACCEPT OR REJECT BIDS  
City reserves the right to waive irregularities and to accept or reject any or all bids.  
AWARD  
City will award a contract to the Bidder presenting the lowest price, qualifications and competencies considered.  
FUNDING  
Any Contract awarded under this INVITATION TO BIDDERS is expected to be funded from revenues generated from bonds, grants etc. and reserved by the City for the Project.  
INQUIRIES  
All inquiries relative to this procurement should be addressed to the following:  
Attn: Suzanne Abbe, PE., City of Fort Worth  
Email: [Suzanne.Abbe@fortworthtexas.gov](mailto:Suzanne.Abbe@fortworthtexas.gov)  
Phone: 817-392-8209  
AND/OR  
Attn: Randy Haney, PE., Pape-Dawson Engineers  
Email: [Rhaney@pape-dawson.com](mailto:Rhaney@pape-dawson.com)  
Phone: 214-420-8494  
IPL0083161  
Jul 28,Aug 4 2022

### CITY OF GRAND PRAIRIE LEGAL NOTICE

You are hereby notified that the Planning and Zoning Commission will consider the following amendments to the Unified Development Code and Zoning Map of the City of Grand Prairie: VCC-22-06-0005 - Unified Signage Plan - Mira Lagos Crossing USP (City Council District 6). Unified Signage Plan for two subdivision entryway signs exceeding the maximum allowable height for entryway signs. Lot IX, Mira Lagos, City of Grand Prairie, Tarrant County, Texas, zoned PD-384, and addressed as 2555 Hanger Lowe Road  
SUP-22-06-0026 - Specific Use Permit/Site Plan - Black Rock Coffee at 2570 W Camp Wisdom (City Council District 4). Specific Use Permit and Site Plan for a Restaurant with a Drive-Through on 0.69 acres. Lot 2.2, Block 1, Lakeridge Village Addition, City of Grand Prairie, Tarrant County, Texas, Zoned PD-283, and within the IH 20 Corridor Overlay District, and addressed as 2570 W Camp Wisdom Road  
For the purpose of considering the effects of such amendments, and in turn making its recommendation to the City Council, the Planning and Zoning Commission will hold a public hearing to consider the application on August 8, 2022, at 6:30 PM, in the Grand Prairie City Council Chambers at City Hall Plaza, 300 W. Main Street. The Grand Prairie City Council will hold a public hearing to consider the application on September 6, 2022, at 6:30 PM, in the Grand Prairie City Council Chambers at City Hall Plaza, 300 W. Main Street. For further information contact the City of Grand Prairie Planning Department (972) 237-8255.  
IPL0083238  
Jul 28,Aug 7 2022

### SECTION 00 11 13 INVITATION TO BIDDERS

RECEIPT OF BIDS  
Sealed bids for the construction of 2023 CONCRETE RESTORATION CONTRACT 3, City project No. 104182 will be received by the City of Fort Worth Purchasing Office until 1:30 P.M. CST, Thursday, August 25, 2022 as further described below:  
City of Fort Worth  
Purchasing Division  
200 Texas Street  
Fort Worth, Texas 76102  
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above; Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.  
GENERAL DESCRIPTION OF WORK  
The major work will consist of the (approximate) following:  
12,118 SY Remove Concrete and Replace with 7" Concrete Pavement HES 1,200 CY Flex Base  
6,000 SY Geogrid  
DOCUMENT EXAMINATION AND PROCUREMENTS  
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at <http://www.fortworthtexas.gov/purchasing/> and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.  
Copies of the Bidding and Contract Documents may be purchased from Nikki McLeroy, 817- 392-8363. City of Fort Worth, TPW, 200 Texas St., Fort Worth, TX 76102.  
The cost of Bidding and Contract Documents is: \$30.00  
EXPRESSION OF INTEREST  
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at <http://fortworthtexas.gov/purchasing/>  
PREBID CONFERENCE – Web Conference  
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:  
DATE: Tuesday, August 9, 2022  
TIME: 10:00 A.M.  
Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.  
If a prebid conference is held, the presentation and any questions and answers provided at the prebid conference will be issued as an Addendum to the call for bids. If a prebid conference is not being held, prospective bidders can e-mail questions or comments in accordance with Section 6 of the Instructions to Bidders referenced above to the project manager(s) at the e-mail addresses listed below. Emailed questions will suffice as "questions in writing." If necessary, Addenda will be issued pursuant to the Instructions to Bidders.  
CITY'S RIGHT TO ACCEPT OR REJECT BIDS  
City reserves the right to waive irregularities and to accept or reject any or all bids.  
AWARD  
City will award a contract to the Bidder presenting the lowest price, qualifications and competencies considered.  
FUNDING  
Any Contract awarded under this INVITATION TO BIDDERS is expected to be funded from revenues generated from bonds, grants etc. and reserved by the City for the Project.  
INQUIRIES  
All inquiries relative to this procurement should be addressed to the following:  
Attn: Tariqul Islam, City of Fort Worth  
Email: [tariqul.islam@fortworthtexas.gov](mailto:tariqul.islam@fortworthtexas.gov)  
IPL0082514  
Jul 28,Aug 4 2022

### SECTION 00 11 13 INVITATION TO BIDDERS

RECEIPT OF BIDS  
Sealed bids for the construction of Lake Arlington Lift Station Sanitary Sewer Gravity Mains, City Project No. 101311 will be received by the City of Fort Worth Purchasing Office until 1:30 P.M. CST, Thursday, August 11, 2022, as further described below:  
City of Fort Worth  
Purchasing Division  
200 Texas Street  
Fort Worth, Texas 76102  
Bids will be accepted by: US Mail, Courier, FedEx or hand delivery at the address above;  
Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers.  
In lieu of delivering completed Business Equity (M/WBE) forms for the project to the Purchasing Office, bidders shall e-mail the completed Business Equity forms to the City Project Manager no later than 2:00 PM on the third City Business day after the bid opening date, exclusive of the bid opening date.  
GENERAL DESCRIPTION OF WORK  
The major work will consist of the (approximate) following:  
56 LF 36" Sanitary Sewer Pipe  
675 LF 42" Sanitary Sewer Pipe  
889 LF 60" Fiberglass Sanitary Sewer Pipe  
2,590 LF 66" Fiberglass Sanitary Sewer Pipe  
4,192 LF 78" Fiberglass Sanitary Sewer Pipe  
20 LF 78" Steel Casing Pipe  
255 LF 78" Casing or 82" Tunnel Liner Plate  
245 LF 96" Casing or 100" Tunnel Liner Plate  
1 EA 5' Manhole  
13 EA 5' Type A Manhole  
3 EA 7' Type A Manhole  
4 EA 10" Manhole  
3 EA Junction Structure  
PREQUALIFICATION  
Certain improvements included in this project must be performed by a contractor or designated subcontractor who is pre-qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 3 of 00 21 13 - INSTRUCTIONS TO BIDDERS.  
Furthermore, additional requirements for prequalification regarding Pipe Jacking are required. Prequalification submittals shall be in accordance with Section 00 21 13 - Instructions to Bidders Section, Part 3.5, Section 00 45 11 - Bidders Prequalifications, and Section 03 05 07 - Pipe Jacking. Failure to comply with the prequalification requirements set forth shall result in the rejection of the bid as non-responsive.  
DOCUMENT EXAMINATION AND PROCUREMENTS  
The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at <http://www.fortworthtexas.gov/purchasing/> and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.  
Bid Document Package  
<https://docs.b360.autodesk.com/shares/a237091e-0d35-4e24-8481-8aa7aff94dd6>  
Addenda Folder  
<https://docs.b360.autodesk.com/shares/59dae17f-bc53-4b30-ad53-ee8a259bc61a>  
Plan Holders Registration Form and Plan Holders List  
<https://docs.b360.autodesk.com/shares/6e10e6e9-36c8-4d27-9d38-e81158dbb5b5>  
Copies of the Bidding and Contract Documents may be purchased from: Brian Darby, PE. 817-446-6877  
which is as follows:  
James DeOtte Engineering, Inc. 2201 Dotlie Lynn Parkway, Suite 119 Fort Worth, Texas 76120  
The cost of Bidding and Contract Documents is: \$100.00  
Set of Bidding and Contract Documents with full size drawings: \$150.00  
Set of Bidding and Contract Documents with half size drawings: \$100.00  
EXPRESSION OF INTEREST  
To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the company's name, contact person and that individual's email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at <http://fortworthtexas.gov/purchasing/>  
PREBID CONFERENCE – In person  
A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time:  
DATE: Tuesday, 2022  
TIME: 10:00am  
LOCATION: 311 W 10th Street  
Fort Worth, TX 76102  
Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.  
If a prebid conference is held, the presentation and any questions and answers provided at the prebid conference will be issued as an Addendum to the call for bids. If a prebid conference is not being held, prospective bidders can e-mail questions or comments in accordance with Section 6 of the Instructions to Bidders referenced above to the project manager(s) at the e-mail addresses listed below. Emailed questions will suffice as "questions in writing." If necessary, Addenda will be issued pursuant to the Instructions to Bidders.  
CITY'S RIGHT TO ACCEPT OR REJECT BIDS  
City reserves the right to waive irregularities and to accept or reject any or all bids.  
AWARD  
City will award a contract to the Bidder presenting the lowest price, qualifications and competencies considered.  
INQUIRIES  
All inquiries relative to this procurement should be addressed to the following:  
Attn: Pratima Poudyal PE., City of Fort Worth  
Email: [Pratima.Poudyal@fortworthtexas.gov](mailto:Pratima.Poudyal@fortworthtexas.gov)  
Phone: 817-392-6149  
AND/OR  
Attn: Brian Darby, PE., James DeOtte Engineering, Inc.  
Email: [BrianDarby@deotte-eng.com](mailto:BrianDarby@deotte-eng.com)  
Phone: 817-446-6877  
IPL0082220  
Jul 21,28 2022

**CLOSET  
GETTING  
TOO FULL?**

**Let Classifieds Help**

**Star-Telegram**  
STAR-TELEGRAM.COM





## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2022-112R - City Council Approval of CCPD Budget

MEETING DATE: August 9, 2022

DEPARTMENT: Finance

---

### ITEM SUMMARY:

RES NO 2022-112R - City Council Approval of CCPD Budget for FY2022-23

### INFORMATION:

Pursuant to Section 363.205 of the Texas Local Government Code, "Not later than the 30th day before the date the fiscal year begins, the governing body shall approve or reject the budget submitted by the board. The governing body may not amend the budget."

### STAFF RECOMMENDATION:

Staff recommends approval of the FY2022-23 Crime Control and Prevention District Budget as presented and approved by the CCPD board.

### SPECIAL CONSIDERATION:

NONE

### FINANCIAL CONSIDERATION:

FY2022-23 Crime Control and Prevention District Budget

### ATTACHMENTS:

1. RES NO 2022-112R - City Approving CCPD Annual Budget - jlm draft - 060922
2. CCPD Proposed Budget Plan 2022-23 (5)
3. Justification for Capital Items (2)
4. ROANOKE REGIONAL Jail FY 22-23 ESTIMATE.docx (4)

**RESOLUTION NO. 2022-112R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, APPROVING THE ANNUAL BUDGET FOR THE CITY OF ROANOKE CRIME CONTROL AND PREVENTION DISTRICT PURSUANT TO SECTION 363.205 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, on or about June 13, 2022, pursuant to section 363.204 of the Texas Local Government Code, the Board of Directors of the City of Roanoke Crime Control and Prevention District adopted an annual budget, a copy of which is attached hereto as **Exhibit A**; and

**WHEREAS**, Section 363.205 of the Texas Local Government Code provides the authority for the City Council of the City of Roanoke, Texas, to approve the City of Roanoke Crime Control and Prevention District Annual Budget, a copy of which is attached hereto as **Exhibit A**, and is incorporated herein for all purposes.

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

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

**Section 2.** That the City Council of the City of Roanoke, Texas, pursuant to Section 363.205 of the Texas Local Government Code, does hereby approve the City of Roanoke Crime Control and Prevention District Annual Budget, a copy of which is attached hereto as **Exhibit A**, and is incorporated herein for all purposes.

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

**DULY RESOLVED** by the City Council of the City of Roanoke, Texas, on this the 9<sup>th</sup> day of August, 2022.

**APPROVED:**

\_\_\_\_\_  
Carl E. Gierisch, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
April S. Hill, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeff Moore, City Attorney

***Exhibit A***

[City of Roanoke Crime Control and Prevention District Annual Budget]

**ROANOKE CRIME CONTROL  
AND PREVENTION DISTRICT  
PROPOSED BUDGET PLAN**

|                                                     | Proposed<br>Budget Plan<br>Year 1 | Proposed Budget<br>Plan Year 2 |
|-----------------------------------------------------|-----------------------------------|--------------------------------|
| <b>RCCPD Beginning Fund Balance</b>                 | -                                 | <b>2,162,986</b>               |
| <b>REVENUES:</b>                                    |                                   |                                |
| General Sales Tax                                   | 5,500,000                         | 5,800,000                      |
| Interest Income                                     | 1,000                             | 1,030                          |
| <b>TOTAL REVENUE</b>                                | <b>5,501,000</b>                  | <b>5,801,030</b>               |
| <b>EXPENDITURES:</b>                                |                                   |                                |
| <u>PERSONNEL SERVICES</u>                           |                                   |                                |
| Salaries                                            | 1,700,000                         | 1,768,000                      |
| Certification Pay                                   | 18,000                            | 18,720                         |
| Longevity Pay                                       | 21,000                            | 21,840                         |
| Benefits (TMRS, Insurance, FICA, WC, Medicare)      | 640,000                           | 665,600                        |
| Personnel Services Subtotal                         | 2,379,000                         | 2,474,160                      |
| <u>TRANSFER TO REPLACEMENT FUNDS</u>                |                                   |                                |
| Vehicle Replacement Transfer                        | 240,000                           | 249,600                        |
| Computer Replacement Transfer                       | 21,000                            | 21,840                         |
| Replacement Subtotal                                | 261,000                           | 271,440                        |
| <u>DEBT SERVICES</u>                                |                                   |                                |
| Debt Service - Design of Police And Courts Facility | 450,000                           | 3,000,000                      |
| Debt Service Subtotal                               | 450,000                           | 3,000,000                      |
| <u>Capital Items</u>                                |                                   |                                |
| Ballistic Vests for Officers                        | 10,000                            | -                              |
| Ballistic Vests and headsets for SWAT Officers      | 9,789                             |                                |
| Firearm Replacement (Duty, Back-up & Rifle)         | 40,600                            |                                |
| Data Pilot - Software                               | 5,280                             | 1,295                          |
| UAS                                                 | 11,610                            |                                |
| Covert Track                                        | 6,050                             | 2,160                          |
| Input Ace - Software                                | 3,495                             | 995                            |
| Clear - Software                                    | 7,108                             | 7,108                          |
| Keller Jail Contract                                | 145,682                           |                                |
| Backpack Entry Kit for Patrol - Breaching Tools     | 8,400                             |                                |
| Capital Items Subtotal                              | 248,014                           | 11,558                         |
| <b>TOTAL EXPENDITURES</b>                           | <b>3,338,014</b>                  | <b>5,757,158</b>               |
| <b>Projected Ending Fund Balance</b>                | <b>2,162,986</b>                  | <b>2,206,858</b>               |
| <br>Recommended Reserve Level                       | <br>\$ 904,274                    | <br>\$ 953,594                 |
|                                                     | <b>2,162,986</b>                  | <b>43,872</b>                  |



Form 5  
FY2022-23

**CITY OF ROANOKE**  
**ANNUAL BUDGET REQUEST**  
**CAPITAL AND SUPPLEMENTAL REQUESTS**

FUND: CCPD  
DEPARTMENT: Police

**TITLE OF ITEM/PROGRAM**

SWAT Replacement Vests and Headsets

**BRIEF DESCRIPTION**

Replace expiring vests and rifle plates for SWAT operators assigned to the regional SWAT Team. Replace old and failing headsets.

**JUSTIFICATION**

The current SWAT vests are due to expire at the end of 2022 according to the manufacturers recommendation regarding age and exposure to the elements. The vests are essential equipment for officers conducting high risk operations. The current Headsets are beginning to fail from wear and tear. The sets are needed for ear protection and is also how officers communicate during operations.

| ITEM DESCRIPTION            | ACCT.<br>CODE | AMOUNT<br>REQUESTED | ADDITIONAL NOTES AND COMMENTS<br>(IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.) |
|-----------------------------|---------------|---------------------|---------------------------------------------------------------------------------------------|
| SALARIES AND WAGES          |               |                     |                                                                                             |
| Salaries                    |               |                     |                                                                                             |
| Benefits                    |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
| PROFESSIONAL SERVICES       |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
| WEARING APPAREL             | 010-670-204   | 7,269               | Four SWAT rated ballistic vests with rifle plates.                                          |
|                             |               |                     | Quote reflects Buy Board Contract 603-20                                                    |
|                             | 010-670-206   | 2,520               | 2 - Peltor ear protection/ headsets for SWAT officers.                                      |
|                             |               |                     |                                                                                             |
| MAINTENANCE AND REPLACEMENT |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
| MISCELLANEOUS SERVICES      |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
| SUNDRY CHARGES              |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
| CAPITAL OUTLAY              |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
| <b>TOTAL</b>                |               | <b>\$ 9,789</b>     |                                                                                             |



Form 5  
FY2022-23

**CITY OF ROANOKE**  
**ANNUAL BUDGET REQUEST**  
**CAPITAL AND SUPPLEMENTAL REQUESTS**

**FUND:** CCPD  
**DEPARTMENT:** Police

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TITLE OF ITEM/PROGRAM</b> | Firearm Replacement/ Upgrade                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>BRIEF DESCRIPTION</b>     | Replace older current patrol pistols, back up pistols, holsters and lights. Upgrade to new pistols, holster, lights and add optics.<br>Increase patrol rifle count by four.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>JUSTIFICATION</b>         | Current pistols have several thousand rounds through them making malfunction through natural wear and tear more common. Replacing them ensures function and allows the department to purchase pistols with optics. The addition of optics significantly increases the accuracy of the shooter. The Pistols have to be made to fit the new optics making this an opportunity to purchase duty pistols in 9mm that accommodate optics. The change from 40 caliber to 9 mm ammunition increasing round capacity. Four new rifles equip officers who do not currently have a patrol rifle assigned to them. |

| ITEM DESCRIPTION         | ACCT.<br>CODE | AMOUNT<br>REQUESTED | ADDITIONAL NOTES AND COMMENTS<br>(IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.) |
|--------------------------|---------------|---------------------|---------------------------------------------------------------------------------------------|
| SALARIES AND WAGES       |               |                     |                                                                                             |
| Salaries                 |               |                     |                                                                                             |
| Benefits                 |               |                     |                                                                                             |
| TRAINING                 | 010-670-407   | 600                 | Red Dot Instructor School / Train officers to use new RED Dot sights.                       |
|                          |               |                     |                                                                                             |
|                          |               |                     |                                                                                             |
| SMALL TOOLS AND SUPPLIES | 010-670-206   | 60,000              | 35 - Glock 19 duty pistols w/ optics, 35 back up pistols, 35 duty holsters                  |
|                          |               |                     | 35 - Glock 43X MOS back up pistol                                                           |
|                          |               |                     | 35 - Safariland Duty Holsters                                                               |
|                          |               |                     | 4 - Daniel Defense AR-15                                                                    |
|                          |               | (20,000)            | Vendor Trade in of current duty and back up weapons                                         |
|                          |               |                     |                                                                                             |
| MISCELLANEOUS SERVICES   |               |                     |                                                                                             |
|                          |               |                     |                                                                                             |
|                          |               |                     |                                                                                             |
| SUNDRY CHARGES           |               |                     |                                                                                             |
|                          |               |                     |                                                                                             |
|                          |               |                     |                                                                                             |
|                          |               |                     |                                                                                             |
|                          |               |                     |                                                                                             |
| <b>TOTAL</b>             |               | <b>\$ 40,600</b>    |                                                                                             |

Form 5  
FY2022-23

**CITY OF ROANOKE**  
**ANNUAL BUDGET REQUEST**  
**CAPITAL AND SUPPLEMENTAL REQUESTS**

FUND: CCPD  
DEPARTMENT: Police

**TITLE OF ITEM/PROGRAM**

CLEAR for CID and Patrol

**BRIEF DESCRIPTION**

Public Records Software used to quickly and easily locate a subject's most recent address, phone information, and assets.

**JUSTIFICATION**

Clear would replace TLO, a similar software currently utilized by the department to help locate information regarding subjects. Information such as a most recent address, phone number, registered vehicle, family members, associates, and mug shots. TLO's data is outdated, and we often have to contact Southlake and Colleyville PD to provide us with up-to-date information on subjects. We currently pay \$3500 for TLO, and we would recover the cost of TLO to gain the added benefits of Clear.

| ITEM DESCRIPTION               | ACCT.<br>CODE | AMOUNT<br>REQUESTED | ADDITIONAL NOTES AND COMMENTS<br>(IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.) |
|--------------------------------|---------------|---------------------|---------------------------------------------------------------------------------------------|
| SALARIES AND WAGES             |               |                     |                                                                                             |
| Salaries                       |               |                     |                                                                                             |
| Benefits                       |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| PROFESSIONAL SERVICES          |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| SOFTWARE                       | 010-670-314   | \$10,608.00         | Annually                                                                                    |
|                                |               |                     |                                                                                             |
|                                |               | (3,500)             | TLO recoup                                                                                  |
| Building and Structural Maint. |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| MISCELLANEOUS SERVICES         |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| SUNDRY CHARGES                 |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| CAPITAL OUTLAY                 |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| <b>TOTAL</b>                   |               | <b>\$ 7,108</b>     |                                                                                             |

Form 5  
FY2022-23

**CITY OF ROANOKE**  
**ANNUAL BUDGET REQUEST**  
**CAPITAL AND SUPPLEMENTAL REQUESTS**

FUND: CCPD  
DEPARTMENT: Police

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TITLE OF ITEM/PROGRAM</b> | Unmanned Aircraft System (UAS)- Traffic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>BRIEF DESCRIPTION</b>     | Unmanned Aircraft for reconstructing fatality accident scenes or scenes where criminal charges will be filed. The UAS will also be used for emergency situations such as search and rescue calls for service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>JUSTIFICATION</b>         | The UAS is compatible with current software that allows for the mapping and reconstruction of major accident scenes. The UAS captures data quicker than the current on ground method that requires set up. Using a UAS for reconstruction captures a true overview of the scene and accomplishes the reconstruction in less time. Less time means shorter road closures and removes officers from dangers present while working in roadways at various hours of the day or night. The UAS can be used to make visual assessment of high risk calls like person with a gun or robbery in progress. The UAS provides the officers the ability to search dense or confined areas from the air rather than placing themselves in an ambush situation with little to no room to defend themselves. The UAS would also be deployed for missing or endangered persons. |

| ITEM DESCRIPTION            | ACCT.<br>CODE | AMOUNT<br>REQUESTED | ADDITIONAL NOTES AND COMMENTS<br>(IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.) |
|-----------------------------|---------------|---------------------|---------------------------------------------------------------------------------------------|
| SALARIES AND WAGES          |               |                     |                                                                                             |
| Salaries                    |               |                     |                                                                                             |
| Benefits                    |               |                     |                                                                                             |
| PROFESSIONAL SERVICES       |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
| TRAINING                    | 010-670-407   | 2,410               | TXPS ROBOT CONFERENCE for 3 PILOTS. REG \$750, HOTEL \$1,000 and PER DIEM \$660             |
|                             |               |                     |                                                                                             |
| MAINTENANCE AND REPLACEMENT |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
| SMALL TOOLS AND SUPPLIES    | 010-670-206   | 9,200               | Autel EVO II Dual 640T Enterprise Bundle                                                    |
|                             |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
|                             |               |                     |                                                                                             |
| <b>TOTAL</b>                |               | <b>\$ 11,610</b>    |                                                                                             |



Form 5  
FY2022-23

**CITY OF ROANOKE**  
**ANNUAL BUDGET REQUEST**  
**CAPITAL AND SUPPLEMENTAL REQUESTS**

FUND: CCPD  
DEPARTMENT: Police

**TITLE OF ITEM/PROGRAM**

Input Ace - Criminal Investigations Division

**BRIEF DESCRIPTION**

Video and photo enhancement analysis software.

**JUSTIFICATION**

Video surveillance comes in various degrees of quality. Input Ace is a video enhancement software that Detectives can use to enhance video playback. Use of Force Investigators will use the software to better evaluate issues relating to motion, timing, and the perception of force in video evidence. Currently, we outsource our video enhancement to DFW Airport PD and Southlake PD. By having Input Ace we will not have to rely on other agencies which will increase the efficiency of detectives.

| ITEM DESCRIPTION               | ACCT.<br>CODE | AMOUNT<br>REQUESTED | ADDITIONAL NOTES AND COMMENTS<br>(IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.) |
|--------------------------------|---------------|---------------------|---------------------------------------------------------------------------------------------|
| SALARIES AND WAGES             |               |                     |                                                                                             |
| Salaries                       |               |                     |                                                                                             |
| Benefits                       |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| PROFESSIONAL SERVICES          |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| SUPPLIES                       |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| Building and Structural Maint. |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| MISCELLANEOUS SERVICES         |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| SOFTWARE                       | 010-670-314   | \$9,495.00          |                                                                                             |
|                                |               |                     | \$995 annually maintenance fee                                                              |
|                                |               |                     |                                                                                             |
| CAPITAL OUTLAY                 |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| <b>TOTAL</b>                   |               | <b>\$ 9,495</b>     |                                                                                             |

Form 5  
FY2022-23

**CITY OF ROANOKE**  
**ANNUAL BUDGET REQUEST**  
**CAPITAL AND SUPPLEMENTAL REQUESTS**

FUND: CCPD  
DEPARTMENT: Police

**TITLE OF ITEM/PROGRAM**

Data pilot- CID software

**BRIEF DESCRIPTION**

Cellphone extraction software. Once a warrant is obtained for a phone/computer, this software will extract the data as described in the warrant.

**JUSTIFICATION**

As crimes continue to become more electronic involved the demand for an extraction software is a necessity. There are only a few agencies around that will allow us to use theirs however its for a fee and could take months to process. Some of them will not accept your device if it wasn't involved in a serious felony due to the backlog. Previously Denton County provided this service but they no longer have the ability due to personnel issues.

| ITEM DESCRIPTION               | ACCT.<br>CODE | AMOUNT<br>REQUESTED | ADDITIONAL NOTES AND COMMENTS<br>(IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.) |
|--------------------------------|---------------|---------------------|---------------------------------------------------------------------------------------------|
| SALARIES AND WAGES             |               |                     |                                                                                             |
| Salaries                       |               |                     |                                                                                             |
| Benefits                       |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| PROFESSIONAL SERVICES          |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| SOFTWARE                       | 010-670-314   | 5,280               |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     | Supplemental - \$1295 annual maintenance                                                    |
| Building and Structural Maint. |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| MISCELLANEOUS SERVICES         |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| SUNDRY CHARGES                 |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| CAPITAL OUTLAY                 |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| <b>TOTAL</b>                   |               | <b>\$ 5,280</b>     |                                                                                             |

Form 5  
FY2022-23

**CITY OF ROANOKE**  
**ANNUAL BUDGET REQUEST**  
**CAPITAL AND SUPPLEMENTAL REQUESTS**

FUND: CCPD  
DEPARTMENT: Police

**TITLE OF ITEM/PROGRAM**

Covert Track - Criminal Investigations/Patrol

**BRIEF DESCRIPTION**

Covert Track manufactures portable GPS devices/software that can be placed covertly to monitor and track something of value.

**JUSTIFICATION**

As we have waves of crimes such as burglary of motor vehicles, these devices are the most common tool used among surrounding agencies. Detectives will use the devices following a search warrant to track suspect vehicles and track commonly stolen items placed strategically in neighborhoods and parking lots to identify suspects. Currently, we borrow the devices from other agencies such as Flower Mound and Colleyville PD. However, they are seldom available because they are always in use.

| ITEM DESCRIPTION               | ACCT.<br>CODE | AMOUNT<br>REQUESTED | ADDITIONAL NOTES AND COMMENTS<br>(IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.) |
|--------------------------------|---------------|---------------------|---------------------------------------------------------------------------------------------|
| SALARIES AND WAGES             |               |                     |                                                                                             |
| Salaries                       |               |                     |                                                                                             |
| Benefits                       |               |                     |                                                                                             |
| PROFESSIONAL SERVICES          |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| SOFTWARE                       | 010-670-314   | 6050.00             |                                                                                             |
|                                |               |                     | Annual maintenance \$2160                                                                   |
| Building and Structural Maint. |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| MISCELLANEOUS SERVICES         |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| SUNDRY CHARGES                 |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| CAPITAL OUTLAY                 |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| <b>TOTAL</b>                   |               | <b>\$ 6,050</b>     |                                                                                             |

Form 5  
FY2022-23

**CITY OF ROANOKE**  
**ANNUAL BUDGET REQUEST**  
**CAPITAL AND SUPPLEMENTAL REQUESTS**

FUND: CCPD  
DEPARTMENT: Police

**TITLE OF ITEM/PROGRAM**

Blackhawk Backpack Entry Kit for Patrol/School Resource Officers

**BRIEF DESCRIPTION**

Active shooter breaching tools for patrol/SRO units.

**JUSTIFICATION**

Each patrol/SRO vehicle will be equipped with breaching tools ensuring officers have the ability to open/breach locked/barricaded doors.

| ITEM DESCRIPTION               | ACCT.<br>CODE | AMOUNT<br>REQUESTED | ADDITIONAL NOTES AND COMMENTS<br>(IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.) |
|--------------------------------|---------------|---------------------|---------------------------------------------------------------------------------------------|
| SALARIES AND WAGES             |               |                     |                                                                                             |
| Salaries                       |               |                     |                                                                                             |
| Benefits                       |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| PROFESSIONAL SERVICES          |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| Small Tools                    | 010-670-204   | 8400.00             | 12 Packs @ \$700 each.                                                                      |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| Building and Structural Maint. |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| MISCELLANEOUS SERVICES         |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| SUNDRY CHARGES                 |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| CAPITAL OUTLAY                 |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
|                                |               |                     |                                                                                             |
| <b>TOTAL</b>                   |               | <b>\$ 8,400</b>     |                                                                                             |

**FISCAL YEAR 2022/2023  
COMBINED JAIL BUDGETS AND  
GENERAL AND ADMINISTRATIVE CHARGES  
FOR SERVICES TO THE CITY OF ROANOKE.  
ESTIMATE**

OPERATING BUDGET FOR JAIL SERVICES FISCAL YEAR 2022/2023

Includes nine (9) full-time employee equivalents (FTEs) ,(8) detention officers,  
and one (1) detention facility supervisor; operations, capital , and  
maintenance costs. \$ 716,669

Annual Service Level at 15.11% cost share. \$ 125,766  
(October 1, 2022 - September 30, 2023)

GENERAL AND ADMINISTRATIVE CHARGES (1) \$ 12,617

Includes services of Police Administration,  
Human Resources, Information Services.

\*\*\*Regional Holding Facility Magistrate \$ 7,300

TOTAL ANNUAL COST FOR FISCAL YEAR 2022/2023 \$ 145,682  
=====

- (1) PERCENT (%) OF RESPECTIVE ANNUAL  
OPERATING BUDGET USED:
- |                       |        |
|-----------------------|--------|
| Police Administration | .53. % |
| Human Resources       | .40%   |
| Information Services  | .27%   |



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO. 2022-123 - Amending FY 2021-22 REIDC Type A Budget

MEETING DATE: August 9, 2022

DEPARTMENT: Finance

---

### ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2022-123 amending the FY 2021-22 REIDC Type A Budget.

### INFORMATION:

During FY2021-22, The REIDC Board approved an amendment to their budget to include economic development agreements, Christmas decorations and a predevelopment loan for the Peabody Hotel. This amendment is needed to amend our FY2021-22 Budget and authorize the expenditure of funds.

### STAFF RECOMMENDATION:

Staff Recommends amending the FY2021-22 Budget by approving Ordinance No. 2022-123

### SPECIAL CONSIDERATION:

NONE

### FINANCIAL CONSIDERATION:

FY2021-22 REIDC Budget

### ATTACHMENTS:

1. ORD NO 2022-103 Budget Amendment 22-05
2. FY2022 REIDC Amended Budget



## ORDINANCE 2022-123

### AN ORDINANCE OF THE CITY OF ROANOKE, TEXAS, AMENDING THE FISCAL YEAR 2021-2022 BUDGET; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Roanoke Economic and Industrial Development Corporation ("REIDC") Board met on August 8, 2022 and approved an amended budget to include economic development incentives, Christmas decorations, and a predevelopment loan for the Peabody Hotel, and

**WHEREAS**, the REIDC Board recommended an amendment to the Fiscal Year 2021-22 budget in the amount of \$447,793 for the cost of these items; and

**WHEREAS**, the Roanoke City Council must approve all budget amendments proposed by the REIDC; and

**WHEREAS**, staff recommends an amendment to the REIDC Fiscal Year 2021-22 budget in the amount of \$447,793.

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

#### **Section 1:**

That the budget, as shown in words and figures is hereby amended in all respects and adopted as the City's budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022.

#### **Section 2:**

That the following expenditure line items shall be amended as indicated for the 2020-21 Fiscal Year.

| Fund      | Account     | Account Description  | Current Budget | Amended Budget | Budget Amendment |
|-----------|-------------|----------------------|----------------|----------------|------------------|
| 080-REIDC | 080-610-200 | Parks and Recreation | 25,000.00      | -              | (25,000.00)      |
| 080-REIDC | 080-610-405 | Special Services     | 10,000.00      | 6,200.00       | (3,800.00)       |
| 080-REIDC | 080-610-508 | Special Events       | -              | 35,000.00      | 35,000.00        |
| 080-REIDC | 080-610-518 | Rebates/Incentives   | 120,600.00     | 562,193.00     | 441,593.00       |
|           |             |                      |                |                | 447,793          |

#### **Section 3: SAVINGS CLAUSE**

All rights and remedies of the City of Roanoke, Texas are expressly saved as to any and all violations of the provisions of the Ordinance or any other ordinance which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

#### **Section 4: CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Roanoke, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

#### **Section 5: SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence,

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

**Section 6: REPEALER CLAUSE**

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

**Section 7: EFFECTIVE DATE**

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

**PASSED AND APPROVED** by the City Council of the City of Roanoke, Texas, on this the 9<sup>th</sup> day of August 2022.

APPROVED:

ATTEST:

\_\_\_\_\_  
Carl E. Gierisch Jr., Mayor

\_\_\_\_\_  
April S. Hill, City Secretary

APPROVE AS TO FORM:

\_\_\_\_\_  
Jeff Moore, City Attorney

# Roanoke Economic and Industrial Development Corporation FY2021-22 Amended Budget



500 S. Oak Street, Roanoke, TX 76262  
[www.roanoketexas.com](http://www.roanoketexas.com)



**ROANOKE ECONOMIC INDUSTRIAL DEVELOPMENT CORPORATION**  
**AMENDED BUDGET**  
**FISCAL YEAR 2021-2022**

|                                        | <b>FY2018-19<br/>Actual</b> | <b>FY2019-20<br/>Actual</b> | <b>FY2020-21<br/>Actual</b> | <b>FY2021-22<br/>Budget</b> | <b>FY2021-22<br/>Amended<br/>Budget</b> |
|----------------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------------------|
| <b>REIDC Beginning Fund Balance</b>    | <b>4,090,479</b>            | <b>6,021,308</b>            | <b>7,695,722</b>            | <b>9,669,273</b>            | <b>9,669,273</b>                        |
| <b>REVENUES:</b>                       |                             |                             |                             |                             |                                         |
| General Sales Tax                      | 4,237,781                   | 4,519,899                   | 5,205,385                   | 4,268,004                   | 5,855,157                               |
| Interest Income                        | 18,855                      | 6,812                       | 872                         | 5,000                       | 10,000                                  |
| Rental Income - Hawaiian Falls         | 377,000                     | 250,000                     | 125,000                     | 125,000                     | 125,000                                 |
| Miscellaneous                          | 6,475,000                   | -                           | 402,220                     | -                           | 1,940,000                               |
| <b>TOTAL REVENUE</b>                   | <b>11,108,636</b>           | <b>4,776,711</b>            | <b>5,733,477</b>            | <b>4,398,004</b>            | <b>7,930,157</b>                        |
| <b>EXPENDITURES:</b>                   |                             |                             |                             |                             |                                         |
| <b><u>PARKS AND RECREATION</u></b>     |                             |                             |                             |                             |                                         |
| Parks and Recreation Projects (Future) | -                           | -                           | -                           | 25,000                      | -                                       |
| Parks Improvements                     | -                           | -                           | -                           | -                           | -                                       |
| Recreation Center/Park Improvements    | 87,864                      | 75,884                      | 44,890                      | -                           | -                                       |
| Recreation Center Staffing/Operations  | 1,325,000                   | 1,350,000                   | 1,350,000                   | 1,350,000                   | 1,350,000                               |
| Parks Maintenance Operations           | -                           | -                           | -                           | -                           | -                                       |
| Parks and Recreation Subtotal          | 1,412,864                   | 1,425,884                   | 1,394,890                   | 1,375,000                   | 1,350,000                               |
| <b><u>ECONOMIC DEVELOPMENT</u></b>     |                             |                             |                             |                             |                                         |
| Future Economic Development Projects   | -                           | -                           | -                           | 100,000                     | -                                       |
| Building and Structural Maintenance    | -                           | -                           | -                           | 50,000                      | 50,000                                  |
| Billboards (2)                         | 39,714                      | 43,322                      | 40,263                      | 47,500                      | 47,500                                  |
| Professional Dues - Metroport Chamber  | -                           | -                           | -                           | -                           | -                                       |
| Rebates and Incentives (Existing)      | 6,070                       | 154,240                     | 76,325                      | 120,600                     | 662,193                                 |
| Land Purchase                          | -                           | -                           | 955,190                     | -                           | -                                       |
| Promotional                            | 50,000                      | 50,000                      | 58,821                      | 50,000                      | 50,000                                  |
| Economic Development Subtotal          | 95,784                      | 247,562                     | 1,130,599                   | 368,100                     | 809,693                                 |
| <b><u>DEBT SERVICES</u></b>            |                             |                             |                             |                             |                                         |
| Oak Street Loan Repayment to GF        | 15,566                      | -                           | -                           | -                           | -                                       |
| Debt Service - Fire Station            | 250,000                     | 250,000                     | 250,000                     | 250,000                     | 250,000                                 |
| Debt Service - Hawaiian Falls          | 549,389                     | 552,980                     | 553,380                     | 548,150                     | 548,150                                 |
| Debt Service - City Hall Plaza/Garage  | 119,675                     | 118,425                     | 119,675                     | 120,875                     | 120,875                                 |
| Debt Service - Lease Payment           | -                           | 12,446                      | 12,446                      | -                           | -                                       |
| Debt Service - Water Improvements      | 200,000                     | 200,000                     | 150,000                     | -                           | -                                       |
| Debt Service Subtotal                  | 1,134,630                   | 1,133,851                   | 1,085,501                   | 919,025                     | 919,025                                 |
| <b><u>SPECIAL SERVICES</u></b>         |                             |                             |                             |                             |                                         |
| Roanoke/Cox Elementary Shirts/Bags     | -                           | -                           | 1,461                       | 10,000                      | 6,200                                   |
| Special Services Subtotal              | -                           | -                           | 1,461                       | 10,000                      | 6,200                                   |
| <b><u>G&amp;A</u></b>                  |                             |                             |                             |                             |                                         |
| General and Administrative Expense     | 65,000                      | 75,000                      | 75,000                      | 75,000                      | 75,000                                  |
| Bond Refunding                         | 6,469,529                   | -                           | -                           | -                           | -                                       |
| G&A Subtotal                           | 6,534,529                   | 75,000                      | 75,000                      | 75,000                      | 75,000                                  |
| <b><u>Transfer</u></b>                 |                             |                             |                             |                             |                                         |
| Transfer to Streets CIP                | -                           | 220,000                     | -                           | -                           | -                                       |
| Transfer to Special Events             | -                           | -                           | 72,475                      | -                           | 35,000                                  |
| G&A Subtotal                           | -                           | 220,000                     | 72,475                      | -                           | 35,000                                  |
| <b>TOTAL EXPENDITURES</b>              | <b>9,177,807</b>            | <b>3,102,297</b>            | <b>3,759,926</b>            | <b>2,747,125</b>            | <b>3,194,918</b>                        |
| <b>Projected Ending Fund Balance</b>   | <b>6,021,308</b>            | <b>7,695,722</b>            | <b>9,669,273</b>            | <b>11,320,152</b>           | <b>14,404,512</b>                       |



## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - 0.9548 Acres Retail (R) to Multi-Family (MF)

MEETING DATE: August 9, 2022

DEPARTMENT: City Secretary

---

### ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, on approximately 0.9548 acres of land located in the Jesse Eads Survey, Abstract No. 392, City of Roanoke, Denton County, Texas, and being a portion of Lot 2, Block A of the First United Methodist Church of Roanoke - Trophy Club Addition, an addition to the City of Roanoke, Denton County, Texas, by changing the zoning on the approximately 0.9548 acres of land from Retail (R) District to Multi-Family (MF) District; prescribing the permissible uses. The property is generally located on Lois Drive, near the intersection of Lois and Hwy 114, adjacent to the Town of Trophy Club. (Ordinance No. 2022-119)

### INFORMATION:

### STAFF RECOMMENDATION:

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

### ATTACHMENTS:

1. PH Notice - ORD NO 2022-119 - Rezone - R to MF - 0.9548 acre tract - 070122



# City of Roanoke Notice of Public Hearing Zoning Amendment

## NOTICE OF PUBLIC HEARING ZONING AMENDMENT

### City of Roanoke Planning and Zoning Commission

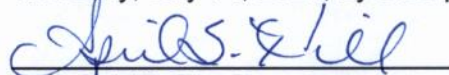
THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, AUGUST 1, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, ON APPROXIMATELY 0.9548 ACRES OF LAND LOCATED IN THE JESSE EADS SURVEY, ABSTRACT NO. 392, CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND BEING A PORTION OF LOT 2, BLOCK A OF THE FIRST UNITED METHODIST CHURCH OF ROANOKE - TROPHY CLUB ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, BY CHANGING THE ZONING ON THE APPROXIMATELY 0.9548 ACRES OF LAND FROM RETAIL (R) DISTRICT TO MULTI-FAMILY (MF) DISTRICT; PRESCRIBING THE PERMISSIBLE USES. 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 of Roanoke City Council

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, AUGUST 9, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, ON APPROXIMATELY 0.9548 ACRES OF LAND LOCATED IN THE JESSE EADS SURVEY, ABSTRACT NO. 392, CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND BEING A PORTION OF LOT 2, BLOCK A OF THE FIRST UNITED METHODIST CHURCH OF ROANOKE - TROPHY CLUB ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, BY CHANGING THE ZONING ON THE APPROXIMATELY 0.9548 ACRES OF LAND FROM RETAIL (R) DISTRICT TO MULTI-FAMILY (MF) DISTRICT; PRESCRIBING THE PERMISSIBLE USES. 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, July 14, 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. **BRaille IS NOT AVAILABLE.**

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





## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Re-zoning Retail (R) to Multi-family (MF) 620 Lois, Ordinance 2022-119

MEETING DATE: August 9, 2022

DEPARTMENT: Planning

---

### ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2022-119 amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, on approximately 0.9548 acres of land located in the Jesse Eads Survey, Abstract No. 392, City of Roanoke, Denton County, Texas, and being a portion of lot 2, block A of The First United Methodist Church of Roanoke - Trophy Club Addition, an addition to the city of Roanoke, Denton County, Texas, by changing the zoning on the approximately 0.9548 acres of land from Retail (R) District to Multi-Family (MF) District. The property is generally located on Lois Drive, near the intersection of Lois and Hwy 114, adjacent to the Town of Trophy Club.

### INFORMATION:

#### History:

The back portion of the owner's property, 0.966 acres of land in the Jesse Eads Survey, Abstract No. 392 and being a portion of lot 2 block A, was rezoned from Retail to Multi-family on October 9, 2018; Ordinance No. 2018-131.

A site plan was approved on March 24, 2020 for a project consisting of five (5) buildings, a total of ten (10) units and access off of Lois Street. There is an existing church building on the site that was to be demolished. The plan was abandoned and there has been no development.

The approval of a site plan is effective for two (2) years, therefore this site plan is no longer valid.

The applicant met with city staff on several occasions to try and meet the development standards of the zoning district to build townhomes. The site did not have the area needed to meet the standards for a development that was viable for the owner.

#### New proposal:

The property owner met with staff on a proposal that meets the development standards for the Multi-family (MF) Zoning District. The proposal is combining the two (2) lots to build a twenty-four (24) unit apartment building with a fire lane and access off of Lois Street. The existing church building will remain and be repurposed as a community room for the complex. A site plan exhibit for this proposal is included with this zoning change request.



## AGENDA ITEM

### **Planning Analysis:**

Granting the zoning change of the front lot will allow the applicant to build a multi-family complex as permitted in the Multi-family (MF) Zoning District.

### **Platting**

An Amending Plat combining the two (2) lots into one (1) will be filed prior to construction.

### **Planning and Zoning Commission:**

The board recommended approval on 8/1/2022 with conditions a traffic study is done and there is a second access to Trophy Club.

- Surrounding Land Uses

|              | <i>Existing Use</i> | <i>Zoning</i> | <i>Future Land Use Plan</i> |
|--------------|---------------------|---------------|-----------------------------|
| <i>North</i> | <i>Commercial</i>   | Retail        | Retail                      |
| <i>East</i>  | Town of Trophy Club | N/A           | N/A                         |
| <i>South</i> | <i>Commercial</i>   | Retail        | Retail                      |
| <i>West</i>  | <i>Commercial</i>   | Retail        | Retail                      |

### **STAFF RECOMMENDATION:**

Staff recommends approval of the zoning change.

### **SPECIAL CONSIDERATION:**

### **FINANCIAL CONSIDERATION:**



## **AGENDA ITEM**

### **ATTACHMENTS:**

1. Zoning Application
2. ORD NO 2022-119 - Rezone - R to MF - 0.9548 acre tract - 070122
3. 010-A100-Site Plan
4. SURVEY 5-15-18
5. 020-A301-Elev COLOR





CITY OF ROANOKE  
500 S. OAK STREET  
ROANOKE, TEXAS 76202  
(817) 491-2411 FAX (817) 491-2242

## ZONING APPLICATION

Paid  
06/30/2022,  
\$250.00 Receipt  
#659042.

|                                                                               |                                                        |                                                                                                                                                            |                                     |
|-------------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Applicant/Agent Name<br><u>Alejandro Delgadillo</u>                           |                                                        | Home Phone                                                                                                                                                 | Mobile Phone<br><u>469 931 0848</u> |
| Address<br><u>400 Chisholm Pl, Suite 310</u>                                  |                                                        | City/State<br><u>Plano</u>                                                                                                                                 | Zip<br><u>75075</u>                 |
| Property Owner(s)<br><u>Beadin Idoski</u>                                     |                                                        | Home Phone                                                                                                                                                 | Work Phone<br><u>817 466 9729</u>   |
| Address, City, State, Zip<br><u>505 W. Northwest Hwy, Grapevine, TX 76051</u> |                                                        |                                                                                                                                                            |                                     |
| Present Zoning Classification<br><u>Retail</u>                                | Requested Zoning Classification<br><u>Multi-Family</u> | Acreage/Lot of Requested Zoning Classification<br><u>A0392A JESSIE EADS, TR</u><br><u>8, .9548 ACRES, OLD DCAD TR</u><br><u>1C,1D</u><br><del>8X0889</del> |                                     |

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 3 story apartment building

Justification for requested zoning change: Make the property (which consists on  
two different classifications) be Multi-Family instead of retail

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.

[Signature]  
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:

We Beadin Idoski owner(s) of the above described property do hereby authorize  
Alejandro Delgadillo to act on my/our behalf in making and representing this zoning  
change application.

[Signature]  
Signature of owner

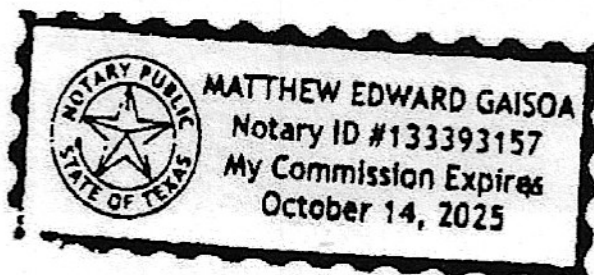
06 29 2022  
Date

State of Texas  
County of DENTON

Sworn to and subscribed before me on the 29<sup>th</sup> day of JUNE 2022 by BEADIN IDOSKI  
(year) (name of owner).

Notary Seal

[Signature]  
Notary Public's Signature



08/23/2019

## ORDINANCE No. 2022-119

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, FOR AN APPROXIMATELY 0.9548 ACRES OF LAND IN THE JESSE EADS SURVEY, ABSTRACT NO. 392, CITY OF ROANOKE, DENTON COUNTY, TEXAS AND BEING A PORTION OF LOT 2, BLOCK A OF THE FIRST UNITED METHODIST CHURCH OF ROANOKE - TROPHY CLUB 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 CHANGING THE ZONING ON SAID TRACT FROM RETAIL (R) DISTRICT TO MULTI-FAMILY (MF) DISTRICT; 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 0.9548 acres of land in the Jesse Eads Survey, Abstract No. 392, City of Roanoke, Denton County, Texas and being a portion of Lot 2, Block A of the First United Methodist Church of Roanoke - Trophy Club Addition, an addition to the City of Roanoke, Denton County, Texas, and being more particularly described and depicted in **Exhibit A** of this Ordinance, which is attached hereto and incorporated herein for all purposes, be changed from Retail (R) District to Multi-Family (MF) District (Denton County Property ID # 68132); 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, THAT:**

### **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.**

The approximately 0.9548 acres of land in the Jesse Eads Survey, Abstract No. 392, Tract 8, City of Roanoke, Denton County, Texas and being a portion of Lot 2, Block A of the First United Methodist Church of Roanoke - Trophy Club Addition, an addition to the City of Roanoke, Denton County, Texas, and being more particularly described and depicted in **Exhibit A** of this Ordinance, which is attached hereto and incorporated herein for all purposes, and presently zoned Retail (R) District is changed to Multi-Family (MF) District (Denton County Property ID # 68132).

### **Section 3.**

The property shall be developed in strict accordance with the allowable land uses for the property

being more particularly described and depicted in **Exhibit A** of this Ordinance, which is attached hereto and incorporated herein for all purposes.

**Section 4.**

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 5. 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 6. 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 7. EFFECTIVE DATE**

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Roanoke, Texas, on this the 9<sup>th</sup> day of August, 2022.

**APPROVED:**

\_\_\_\_\_  
Carl E. Gierisch, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
April S. Hill, City Secretary

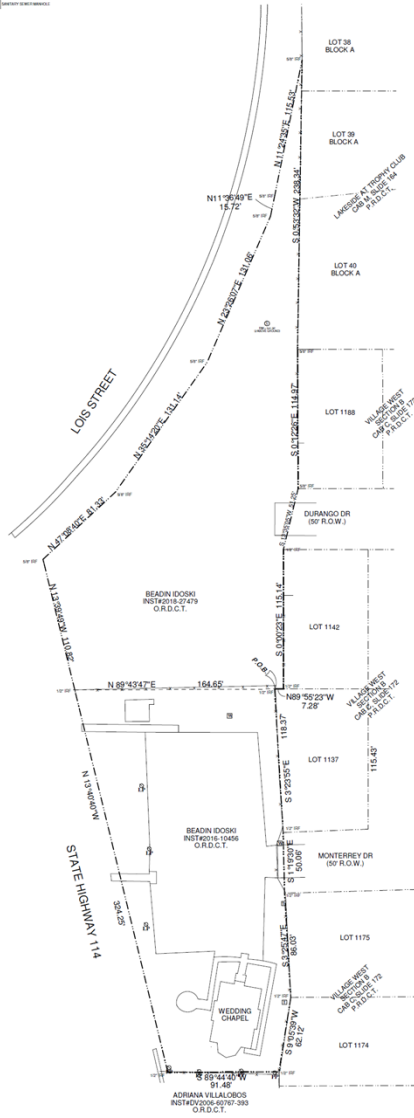
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeff Moore, City Attorney



***Exhibit A***

Property Description and Depiction  
of the  
Approximately 0.9548 Acre Tract of Land



THENCE S 00°53'32" W along said west line a distance of 238.34 feet to a 5/8" iron rod found;

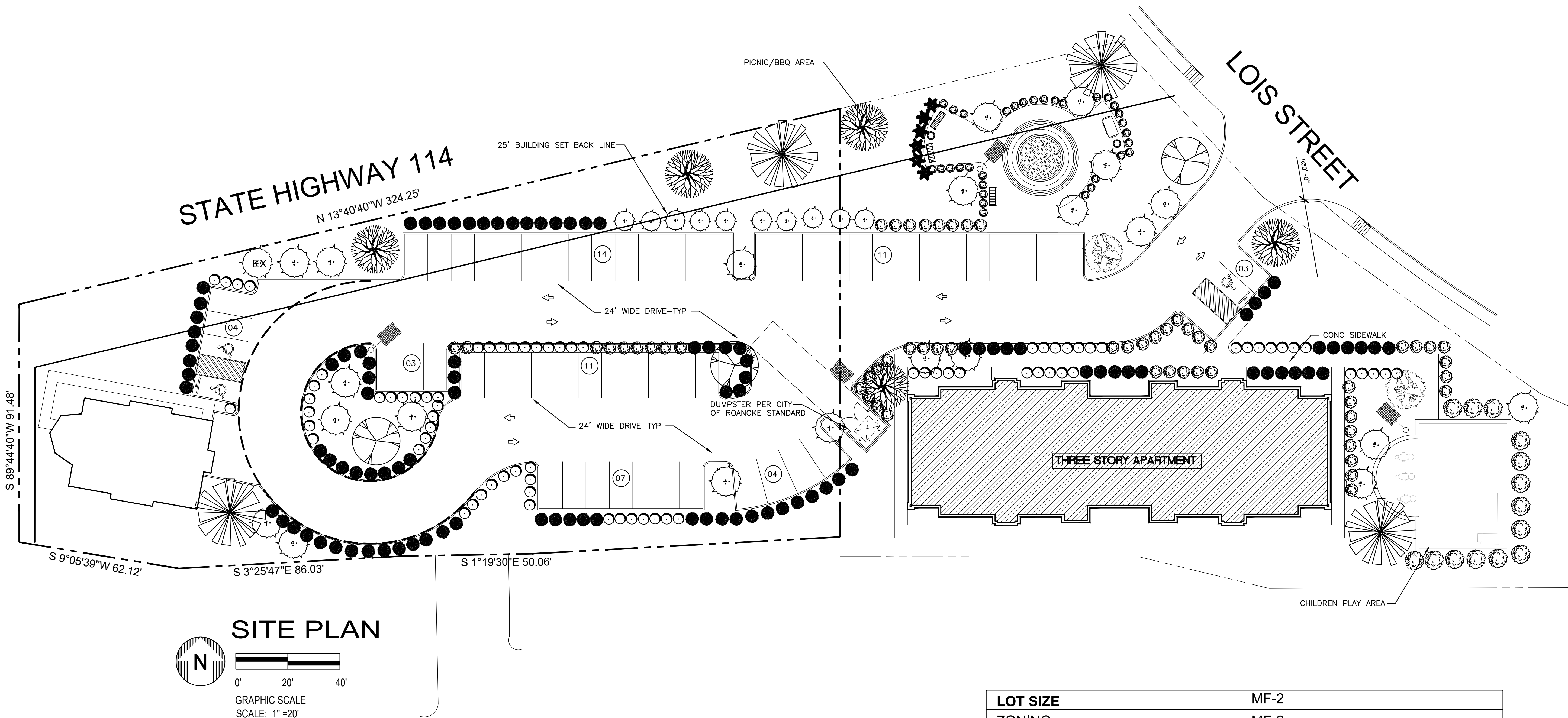
THENCE S 00°12'26" E along said west line a distance of 114.87 feet to a 1/2" iron rod found and said point being in the north right-of-way line of Durance Drive;

THENCE S 13°35'05" W a distance of 51.25 feet to a 1/2" iron rod found in the south right-of-way line of said Durance Drive and also being the northwest corner of Lot 1142 of said Village West Section E;

THENCE S 00°50'22" E along said Lot 1142 a distance of 115.14 feet to a 1/2" iron rod found;

THENCE N 89°55'23" W a distance of 7.28 feet to the Point of Beginning and containing in all 91007 square feet or 2.089 acres of land.

TOPO SURVEY  
OF  
2.089 ACRES  
BEING A PORTION OF  
1.12 ACRES AND  
LOT 2 FIRST UNITED METHODIST CHURCH  
ROANOKE - TROPHY CLUB ADDITION  
IN THE  
JESSE EADS SURVEY, ABSTRACT NO. 392  
SITUATED IN  
DENTON COUNTY, TEXAS  
PREPARED BY:  
BURKS LAND SURVEYING  
10000 W. 10TH AVE  
DICKINSON, TEXAS 75704  
409-238-9977  
S.BURKS@burkslandsurveying.com  
MAY 2018



|                                     |                                            |
|-------------------------------------|--------------------------------------------|
| LOT SIZE                            | MF-2                                       |
| ZONING                              | MF-2                                       |
| BUILDING                            |                                            |
| TYPE                                | APARTMENT                                  |
| STORY                               | 3                                          |
| MAX HEIGHT                          | 35'                                        |
| FLOOR AREA                          | 8,200 SF EACH FLOOR                        |
| FIRST, SECOND AND THIRD FLOOR AREA: |                                            |
| TOTAL FLOOR AREA:                   |                                            |
|                                     | 8,200 SF + 8,200 SF + 8,200 SF = 21,800 SF |
| PARKING                             |                                            |
| PARKING RATIO                       | 2 PARKING SPACE PER UNIT                   |
| REQUIRED PARKING                    | 2 X 24 = 48 SPACES                         |
| HC PARKING PROVIDED                 | 3 SPACES                                   |
| TOTAL PARKING PROVIDED              | 57 SPACES                                  |

fk +architect, llc  
400 chisholm place  
suite 310  
plano, texas 75075  
972-424 1325 (w)  
469-258-9322 (c)  
fahim2582@aol.com  
web: fkarchitect.com



Original Date:  
September 12, 2021  
Issue Log  
ISSUED FOR REVIEW 10/29/2021

DRAWN BY: AK  
CHECKED BY: MFK  
COPYRIGHT

APARTMENTS  
SHELL AND INTERIOR FINISH OUT  
AT 40 MONTERREY DRIVE  
ROANOKE, TEXAS 76262

This document, whether in hard copy or machine readable format, is copyrighted and an instrument of Services in respect to the project for which it was prepared. This document is not intended or authorized for reuse by any party in extension of each project or any other project. Any reuse, including copying and/or modifying the document, without written permission from FKarchitect, llc for the specific purpose intended is a violation of federal copyright law. Unauthorized use of this material may result in civil and/or criminal penalties.

Sheet Number:

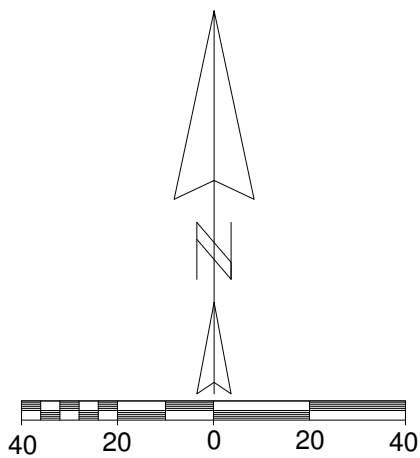
A100

Project Number:

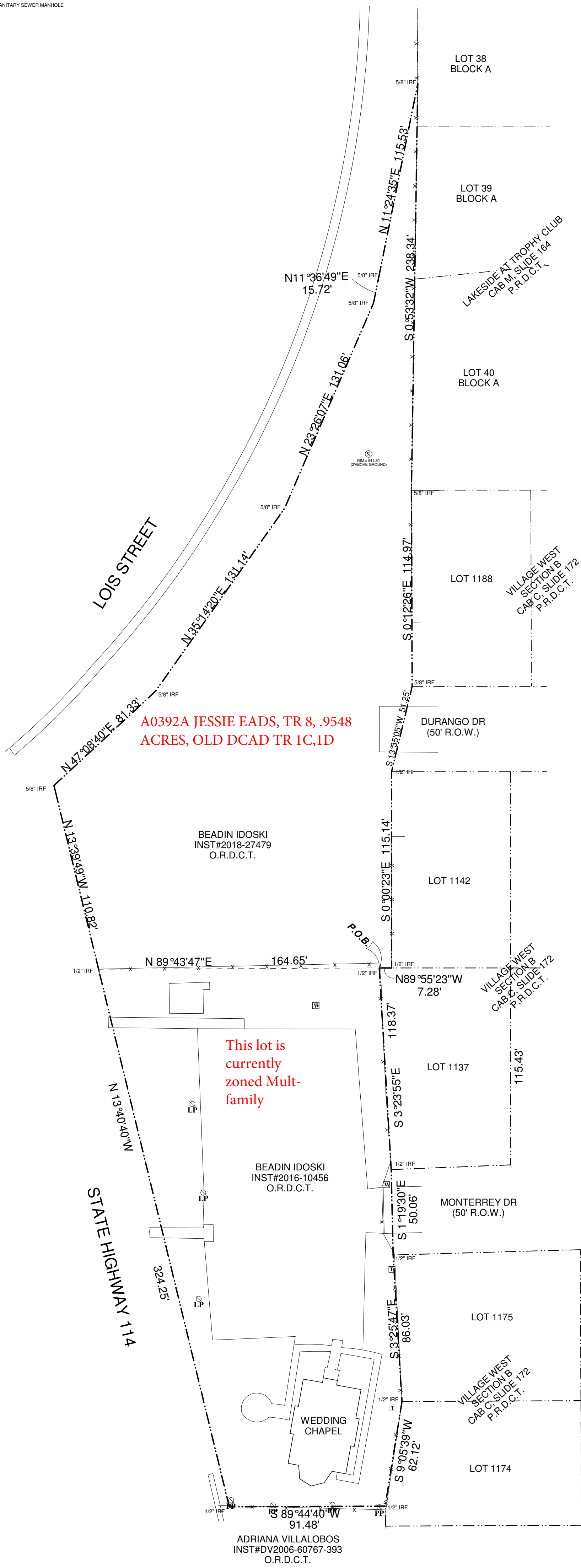
21-042

SEAL ONLY VALID IF SIGNED AND DATED





| UTILITY LEGEND |                                        |
|----------------|----------------------------------------|
|                | WATER MANHOLE                          |
|                | TELEPHONE RISER                        |
|                | WATER METER                            |
|                | WATER VALVE                            |
|                | UNDERGROUND CABLE MARKER               |
|                | IRRIGATION CONTROL VALVE               |
|                | POWER POLE                             |
|                | FIRE HYDRANT                           |
|                | IRON ROD SET WITH A TO BURIED 8500 CAP |
|                | IRON ROD FOUND                         |
|                | AIR CONDITIONER                        |
|                | SANITARY SEWER MANHOLE                 |



LEGAL DESCRIPTION

BEING a 2.089 acre tract of land in the Jesse Eads Survey, Abstract No. 392, Denton County, Texas and being a portion of Lot 2, Block A of the First United Methodist Church of Roanoke - Trophy Club Addition as recorded in Cabinet G, Slide 209 of the Plat Records of Denton County, Texas and a 1.12 acre tract of land as described in deed to Beadin Idoski as recorded in Instrument #2018-27479 Official Records of Deccand being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northeast corner of said Lot 2 and also being by plat call the northwest corner of Lot 1137 of Village West Section B as recorded in Cabinet C, Slide 172 P.D.C.T.;

THENCE S 03°23'55" E along the west line of said Village West a distance of 118.37 feet to a 1/2" iron rod found;

THENCE S 01°19'30" E along the west line of said Village West a distance of 50.06 feet to a 1/2" iron rod found;

THENCE S 03°25'47" E along the west line of said Village West a distance of 86.03 feet to a 1/2" iron rod found;

THENCE S 09°05'39" W along the west line of said Village West a distance of 62.12 feet to a 1/2" iron rod found;

THENCE S 89°44'40" E along the south line of said Lot 2 a distance of 91.48 feet to a 1/2" iron rod found in the east right-of-way of State Highway 114;

THENCE N 13°40'40" W along said right-of-way a distance of 324.25 feet to a 1/2" iron rod found;

THENCE N 13°39'49" W along said Highway 114 a distance of 110.82 feet to a 5/8" iron rod found and said point being in the southeasterly right-of-way of Lois Street;

THENCE N 47°06'40" E along said Lois Street a distance of 81.33 feet to a 5/8" iron rod found;

THENCE N 35°14'20" E along said Lois Street a distance of 131.14 feet to a 5/8" iron rod found;

THENCE N 23°26'07" E along said Lois Street a distance of 131.03 feet to a 5/8" iron rod found;

THENCE N 11°36'48" E along said Lois Street a distance of 15.72 feet to a 5/8" iron rod found;

THENCE N 11°24'35" E along said Lois Street a distance of 115.53 feet to a 5/8" iron rod found and said point being in the west line of Lakeside at Trophy Club, an addition to the Town of Trophy Club, Denton County, Texas as recorded in Cabinet M, Page 164 P.D.C.T.;

THENCE S 00°53'32" W along said west line a distance of 238.34 feet to a 5/8" iron rod found;

THENCE S 00°12'26" E along said west line a distance of 114.97 feet to a 1/2" iron rod found and said point being in the north right-of-way line of Durango Drive;

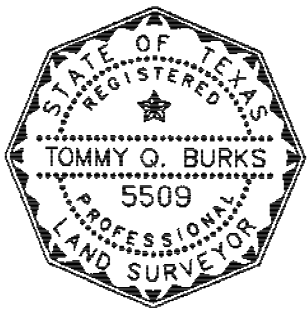
THENCE S 13°35'05" W a distance of 51.25 feet to a 1/2" iron rod found in the south right-of-way line of said Durango Drive and also being the northwest corner of Lot 1142 of said Village West Section B;

THENCE S 00°00'23" E along said Lot 1142 a distance of 115.14 feet to a 1/2" iron rod found;

THENCE N 89°55'23" W a distance of 7.28 feet to the Point of Beginning and containing in all 91007 square feet or 2.089 acres of land.

STATE OF TEXAS §  
COUNTY OF WISE § CERTIFICATE OF SURVEYOR

I, the undersigned, a (Professional Land Surveyor) in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

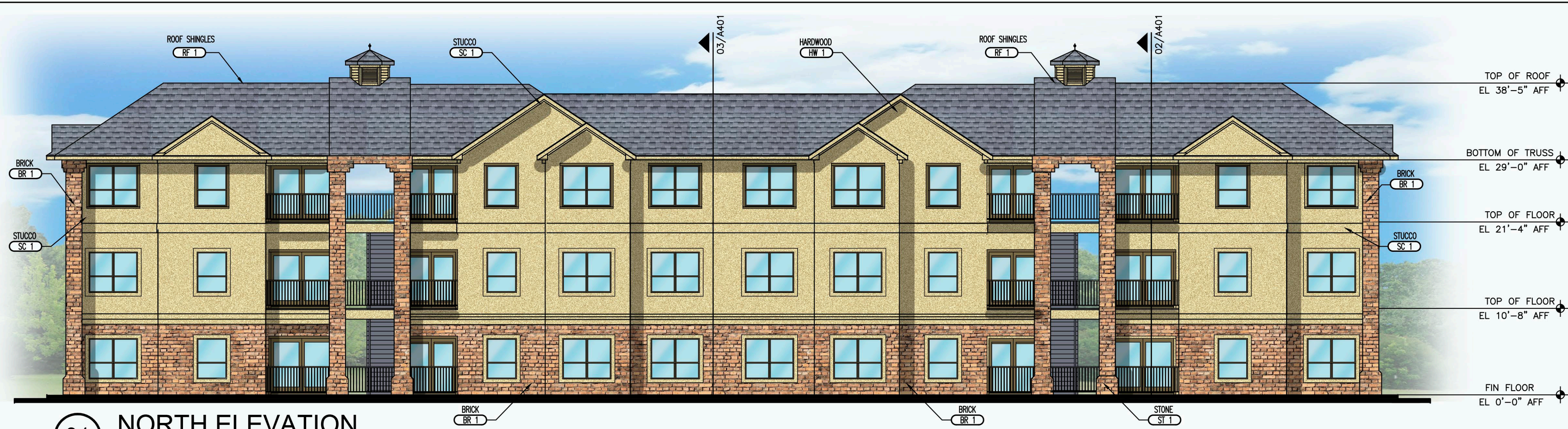


Tommy Q. Burks

(Date)

TOPO SURVEY  
OF  
2.089 ACRES  
BEING A PORTION OF  
1.12 ACRES AND  
LOT 2 FIRST UNITED METHODIST CHURCH  
ROANOKE - TROPHY CLUB ADDITION  
IN THE  
JESSE EADS SURVEY, ABSTRACT NO. 392  
SITUATED IN  
DENTON COUNTY, TEXAS  
PREPARED BY:  
BURKS LAND SURVEYING  
FIRM #10069700  
223 CR 1260  
DECATUR, TEXAS 76234  
817-238-5577  
E-MAIL: blsurvey98@yahoo.com  
MAY 2018





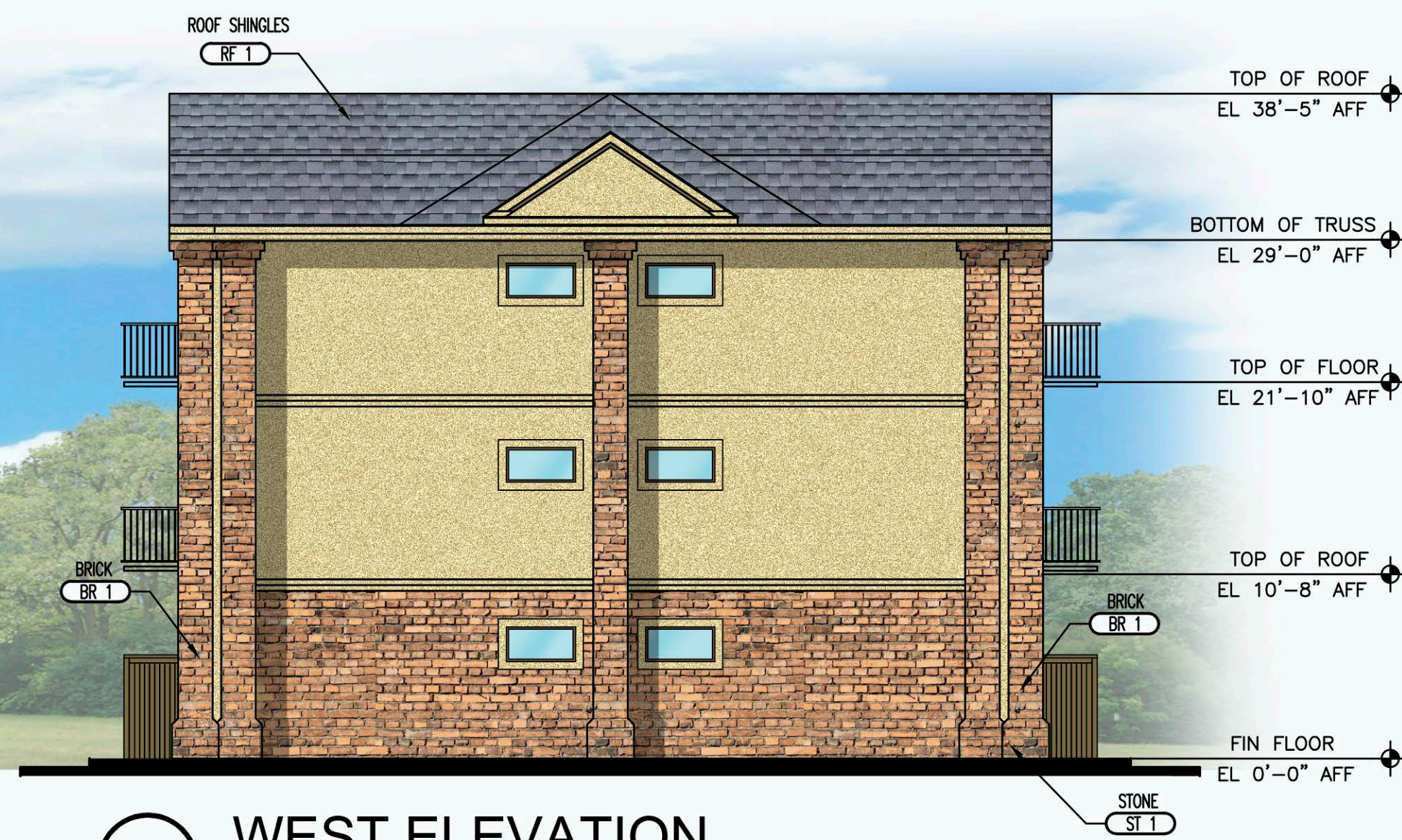
01 NORTH ELEVATION  
SCALE: 1/8"=1'-0"



02 SOUTH ELEVATION  
SCALE: 1/8"=1'-0"



03 EAST ELEVATION  
SCALE: 1/8"=1'-0"



04 WEST ELEVATION  
SCALE: 1/8"=1'-0"

### EXTERIOR MATERIAL LIST

APARTMENTS AT  
ROANOKE, TEXAS

#### BRICK

BR 1-ACME BLEND 137 (FIELD)  
LIGHT BUFF  
ACME BRICK  
P-(972) 241-1400  
F-(972) 406-9374

#### STUCCO

SC 1-SW 7705-WHEAT PENNY  
SHERWIN WILLIAMS  
P-(260) 347-3781

#### TEXTURE COAT ON CONCRETE

T 1-MATCH SHERWIN WILLIAMS  
ROAN 2722

#### STONE

ST 1-LEUDER'S LIMESTONE,  
ROUGH NATURAL TEXTURE  
P-(972) 517-9997  
F (972) 661-3322

#### METAL COPING

MC 1-COLOR: SANDSTONE  
UNA CLAD  
P-(800) 426-7737

#### PORCELAIN TILE

PC 1-COLOR: ON GRAY  
PORCELANOSA  
(201)-712-0556

#### PAINT

P 1-SHERWIN WILLIAMS,  
ROAN 2722  
SHERWIN WILLIAMS  
P-(260) 347-3781

#### NOTES:

PAINTS AND GLAZING ARE SUBJECTED TO THE APPROVAL OF THE OWNER. GC TO PROVIDE SAMPLE OF ALL PAINT COLOR TO THE OWNER BEFORE PURCHASING ANY PAINT. GC TO MAKE A MOCK UP SAMPLE OF ALL PAINT AND GET APPROVAL OF THE OWNER PRIOR TO APPLICATION.

fk + architect, llc

400 chisholm place  
suite 310  
plano, texas 75075  
972-424 1325 (w)  
469-258-9322 (c)  
fahim258@aol.com  
web: fkarchitect.com



SEAL ONLY VALID IF SIGNED AND DATED

Original Date:

September 12, 2021

Issue Log

ISSUED FOR REVIEW

10/29/2021

DRAWN BY:  
AK

CHECKED BY:  
MFK

COPYRIGHT

APARTMENTS  
SHELL AND INTERIOR FINISH OUT  
AT 40 MONTERREY DRIVE  
ROANOKE, TEXAS 76262

This document, whether in hard copy or machine readable format, is copyrighted and an instrument of Services in respect to the project for which it was prepared. This document is not intended or authorized for reuse by any party on extensions of such project or any other project. Any reuse, including copying and/or modifying the document, without written permission from FK-architect, llc for the specific purpose intended is a violation of federal copyright law. Unauthorized use of this material may result in civil and/or criminal penalties.

Sheet Number:

A301

Project Number:

21-042





## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - 101 Travis - SUP-2022-05

MEETING DATE: August 9, 2022

DEPARTMENT: City Secretary

---

### ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Oak Street Corridor Zoning District - Hwy 377 Zone to Oak Street Corridor Zoning District - Hwy 377 Zone - Specific Use Permit (Oak Street Corridor Zoning District - Hwy 377 Zone - SUP) to allow a distillery and the sale of alcoholic beverages at Lot 4R, Block 21 of the Original Town of Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 101 Travis Street, Roanoke, Texas. (Ordinance No. 2022-120)

### INFORMATION:

### STAFF RECOMMENDATION:

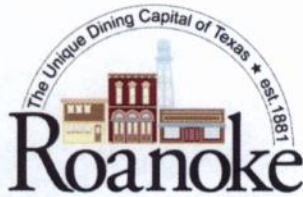
### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

### ATTACHMENTS:

1. PH Notice - ORD NO 2022-120 - SUP-2022-05 - Alcohol - Lot 4R Block 21 OT Roanoke - jlm draft - 070622





# City of Roanoke Notice of Public Hearing Zoning Amendment

## NOTICE OF PUBLIC HEARING ZONING AMENDMENT

City of Roanoke  
Planning and Zoning Commission  
SUP-2022-05

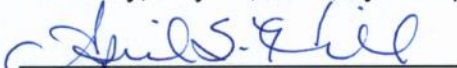
THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, AUGUST 1, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A CHANGE IN ZONING FROM OAK STREET CORRIDOR ZONING DISTRICT - HWY 377 ZONE TO OAK STREET CORRIDOR ZONING DISTRICT - HWY 377 ZONE - SPECIFIC USE PERMIT (OAK STREET CORRIDOR ZONING DISTRICT - HWY 377 ZONE - SUP) TO ALLOW A DISTILLERY AND THE SALE OF ALCOHOLIC BEVERAGES AT LOT 4R, BLOCK 21 OF THE ORIGINAL TOWN OF ROANOKE ADDITION, AN ADDITION LOCATED WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND HAVING A STREET ADDRESS OF 101 TRAVIS STREET, ROANOKE, 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.

City of Roanoke  
City Council  
SUP-2022-05

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, AUGUST 9, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A CHANGE IN ZONING FROM OAK STREET CORRIDOR ZONING DISTRICT - HWY 377 ZONE TO OAK STREET CORRIDOR ZONING DISTRICT - HWY 377 ZONE - SPECIFIC USE PERMIT (OAK STREET CORRIDOR ZONING DISTRICT - HWY 377 ZONE - SUP) TO ALLOW A DISTILLERY AND THE SALE OF ALCOHOLIC BEVERAGES AT LOT 4R, BLOCK 21 OF THE ORIGINAL TOWN OF ROANOKE ADDITION, AN ADDITION LOCATED WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND HAVING A STREET ADDRESS OF 101 TRAVIS STREET, ROANOKE, 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, July 14, 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: Specific Use Permit (SUP 2022-05) Distillery 101 Travis

MEETING DATE: August 9, 2022

DEPARTMENT: Planning

---

### ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2022-120 amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Oak Street Corridor Zoning District - Hwy 377 Zone To Oak Street Corridor Zoning District - Hwy 377 Zone - Specific Use Permit (Oak Street Corridor Zoning District - Hwy 377 Zone - SUP) to allow a distillery and the sale of alcoholic beverages at lot 4r, block 21 of the Original Town Of Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 101 Travis Street, Roanoke, Texas. The property is located at the NE corner of Hwy 377 and Travis Street .

### INFORMATION:

#### **Sec. 12.649. - Bars and Liquor Stores.**

- (a)An SUP is required for the use of a bar or liquor store, subject to review and approval of City Council.
- (b)A lot containing a bar or liquor store should be located at least one thousand (1,000) feet from any lot containing another like use, as measured in a straight line between the nearest points of one (1) lot to the other lot.
- (c)Prior to the issuance of a certificate of occupancy, the business shall provide the City with a copy of its state permit to operate as a bar or liquor store.
- (d)All alcohol related activities must meet all standards found in [Chapter 4, Article 4.400](#) of the Code of Ordinances of the City of Roanoke, Texas.

**Location:** The location is more than 1,000 feet from another like use.

**Zoning:** *Oak Street - Hwy 377*

**Parking:** 13 vehicle spaces and 11 motorcycle spaces

#### **Planning and Zoning Commission:**

The board recommended approval on 8/1/2022.

- Surrounding Land Uses



## AGENDA ITEM

|              | <i>Existing Use</i> | <i>Zoning</i>               | <i>Future Land Use Plan</i> |
|--------------|---------------------|-----------------------------|-----------------------------|
| <i>North</i> | <i>Commercial</i>   | <i>Oak Street - Hwy 377</i> | <i>Oak Street - Hwy 377</i> |
| <i>East</i>  | <i>Commercial</i>   | <i>Oak Street</i>           | <i>Oak Street</i>           |
| <i>South</i> | <i>Commercial</i>   | <i>Oak Street - Hwy 377</i> | <i>Oak Street - Hwy 377</i> |
| <i>West</i>  | <i>Commercial</i>   | <i>Business Park</i>        | <i>Business Park</i>        |

### STAFF RECOMMENDATION:

Staff recommends approval of the SUP.

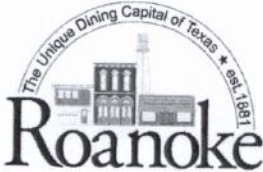
### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

### ATTACHMENTS:

1. SUP-2022-05 - Jeff Johnson - 101 Travis Street
2. Property Survey
3. Roanoke SUP Exhibit
4. ORD NO 2022-120 - SUP-2022-05 - Alcohol - Lot 4R Block 21 OT Roanoke - jlm draft - 070622





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

## SPECIAL USE PERMIT APPLICATION

|                                                                                                     |                                                                                       |                                  |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------|
| Name of Applicant/Agent<br>Jeff Johnson                                                             | Address, City, State, Zip<br>36 Liberty Way, Portland, ME 04103                       | Phone Number<br>207-272-7327     |
| Type of permit requested<br>Distillery with Tasting Room                                            | Name of Business<br>BlackEyed Distilling Company, LLC dba Southern Springs Distillery | Email<br>northstarjj33@gmail.com |
| Property Owner(s)<br>BlackEyed Distilling Co., LLC and Assigns (Contract Pending)                   | Address, City, State, Zip<br>36 Liberty Way, Portland, ME 04103                       | Phone Number<br>207-272-7327     |
| Legal Description - Lot/Block/Subdivision<br>Lots 4, 5 & 6 of Block 21, Plat Book Volume Q, Page 88 | Property Address<br>101 Travis Street, Roanoke, TX 76262                              | Present Zoning<br>B-2            |

Are there deed restrictions that would prevent this property from being used in the manner herein proposed? None known

Justification for request for Special Use Permit: We are requesting approval that will allow us to operate a distillery on site to produce, bottle & sell our own spirits as well as operate a tasting room in accordance with Federal, State and City laws.

### Authorization:

I/We BlackEyed Distilling Co., LLC and Assigns (Contract F  
Jeff Johnson owner(s) of the above described property do here by authorize  
to act on my/our behalf in making and representing this special use permit application.

[Signature]  
Owner(s) Signature  
7/5/22  
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.

[Signature]  
Applicants Signature

7/5/22  
Date

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

### FOR OFFICE USE ONLY

|                                         |                                   |                                  |                                          |
|-----------------------------------------|-----------------------------------|----------------------------------|------------------------------------------|
| Application Fee<br><u>Paid 7/6/2022</u> | P&Z Meeting<br><u>AUG 01 2022</u> | CC Meeting<br><u>AUG 09 2022</u> | File for Record<br>SUP- <u>2022 - 05</u> |
|-----------------------------------------|-----------------------------------|----------------------------------|------------------------------------------|

8/23/2019



## LEGAL DESCRIPTION

Texas Registered Surveying Firm # 10091800

BEING LOT 4R, BLOCK 21, ORIGINAL TOWN OF ROANOKE, AN ADDITION IN DENTON COUNTY, TEXAS, ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN CABINET T, PAGE 88, PLAT RECORDS, DENTON COUNTY, TEXAS.

SAVE AND EXCEPT THAT 1,821 SQUARE FOOT PORTION OF SAID LAND CONVEYED TO THE STATE OF TEXAS IN THAT CERT JUDGEMENT OF COURT IN ABSENCE OF OBJECTION, FILED OF RECORDED FEBRUARY 16, 2017 AND RECORDED UNDER CLERK'S FILE NO. 2017-1891, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

BUILDING LINES/EASEMENTS PER PLAT  
UNLESS OTHERWISE NOTED  
ADDITIONAL BUILDING LINES/EASEMENTS PER CITY  
ZONING ORDINANCES & SUBDIVISION  
RESTRICTIONS/COVENANTS MAY AFFECT SUBJECT  
PROPERTY

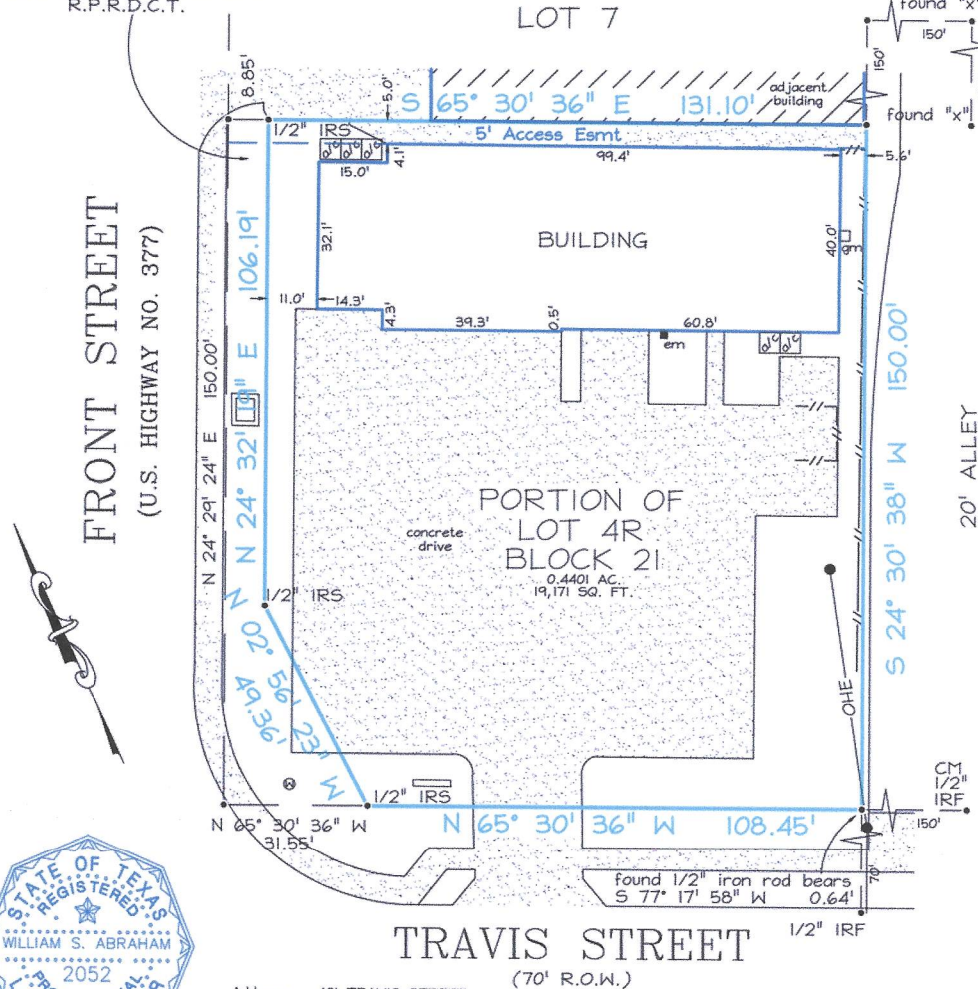
## Notes:

This lot is subject to the following:  
(10h)-Easement, Clerk's File No. 97-R0082636, R.P.R.D.C.T.  
According to the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 4812IC0515 G, dated April 18, 2011, this property does not lie within a 100-Year Flood Hazard Area.

Scale: 1" = 30' Tech: JP Job No: 2205FN19  
Field: GR

LAND TITLE SURVEY  
CATEGORY 1A, CONDITION II

SAVE AND EXCEPT 1,821 SQ FT PORTION CONVEYED TO THE STATE OF TEXAS CLERK'S FILE NO. 2017-1891 R.P.R.D.C.T.



Address: 101 TRAVIS STREET  
G.F. No.: FTDAL-21-9000212200262-SB

Date: 05/26/2022

I, William S. Abraham, Registered Professional Land Surveyor No. 2052, do hereby declare that the map shown hereon accurately represents the property as determined by an on-the-ground survey made under my direct supervision and correctly shows the boundary lines and dimensions of the property, as found on the date of the survey, indicated hereon. There are no visible conflicts, or protrusions, except as shown and said property has access to a public roadway. All easements and right-of-ways that the surveyor has knowledge of or has been advised of and those shown on the referenced plat of record are shown or noted hereon. This survey is for the exclusive use of title company, the mortgage company and the purchaser. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

DATE:  
ACCEPTED BY:

Purchaser

Purchaser

FULLER LAND  
SURVEYING, INC.

## LEGEND

|        |                               |               |                       |          |                              |      |                    |
|--------|-------------------------------|---------------|-----------------------|----------|------------------------------|------|--------------------|
| B.L.   | = Building Line               | I.P.F.        | = Iron Pipe Found     | ⊗        | = Water Meter                | —//— | = Wood Fence       |
| C.M.   | = Control Monument            | I.R.F.        | = Iron Rod Found      | P.O.S.E. | = Public Open Space Easement | —○—  | = Chain Link Fence |
| D.E.   | = Drainage Easement           | I.R.S.        | = Capped Iron Rod Set | R.O.W.   | = Right of Way               | —□—  | = Iron Fence       |
| D.U.E. | = Drainage & Utility Easement | O.H.E.        | = Overhead Electric   | ●        | = Power Pole                 | —X—  | = Wire Fence       |
| M.E.   | = Maintenance Easement ( )    | Record Data   | = Record Data         | U.E.     | = Utility Easement           | —■—  | = Electric Meter   |
| ET     | = Electric Transformer ( )    | Bearing Basis | = Bearing Basis       | ⊠        | = Gas Meter                  |      |                    |

2411 GARDEN PARK COURT, ARLINGTON, TX. 76013 - PH# (817)856-2442, FAX# (817)451-5676

BLACKEYED DISTILLING CO., LLC DBA SOUTHERN SPRINGS DISTILLERY



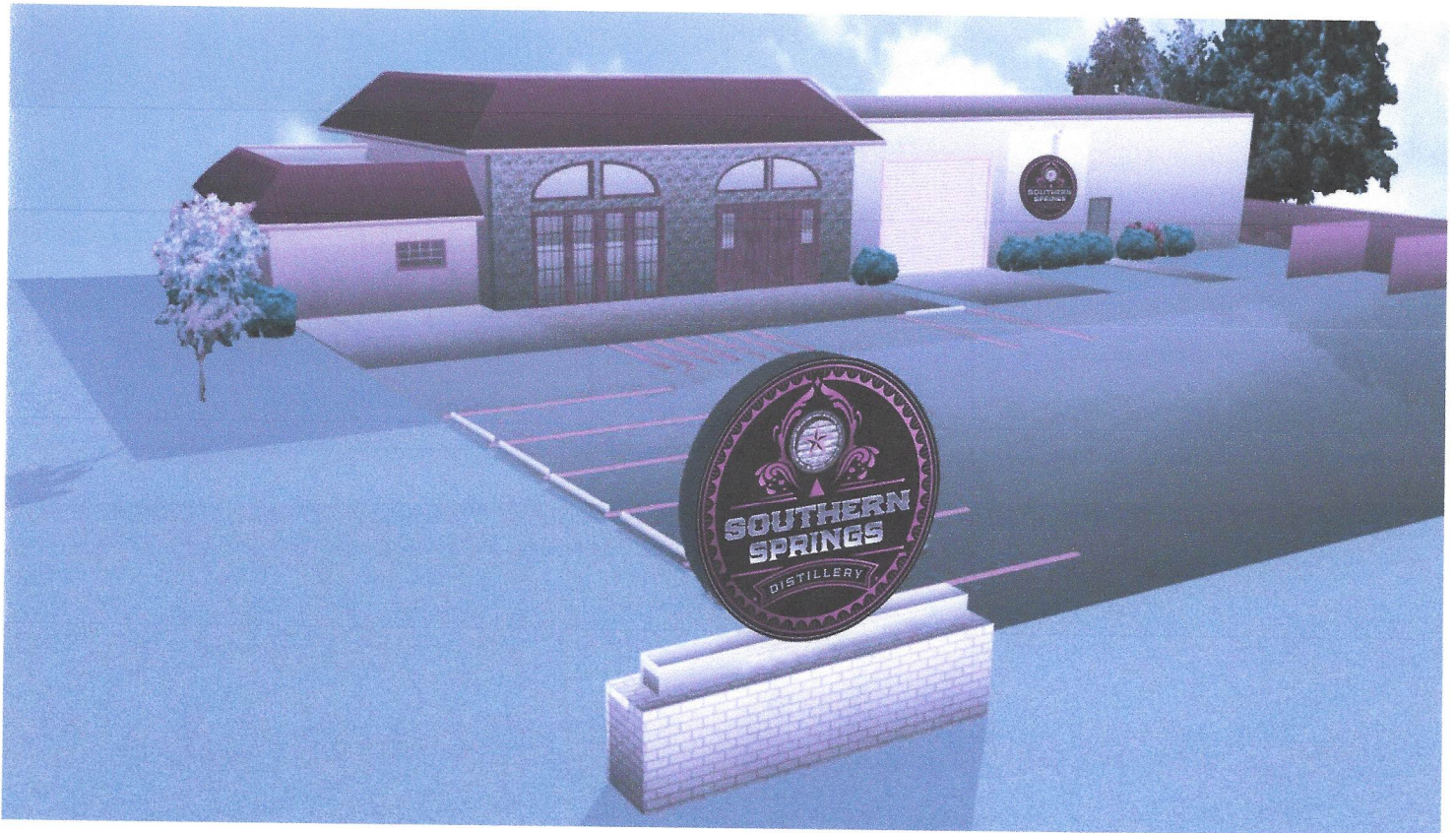
BLACKEYED DISTILLING CO., LLC DBA  
SOUTHERN SPRINGS DISTILLERY

# **BUSINESS PROPOSAL**

FOR

## **SOUTHERN SPRINGS DISTILLERY**

AT 101 TRAVIS ST, ROANOKE,  
TX 76262

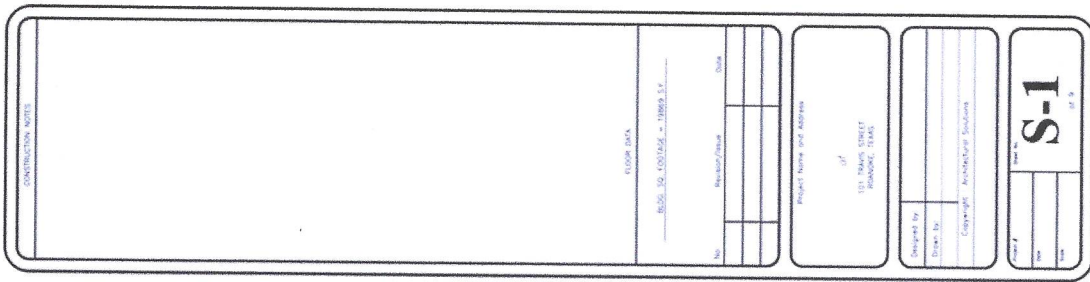


**PREPARED FOR :**  
The City of Roanoke

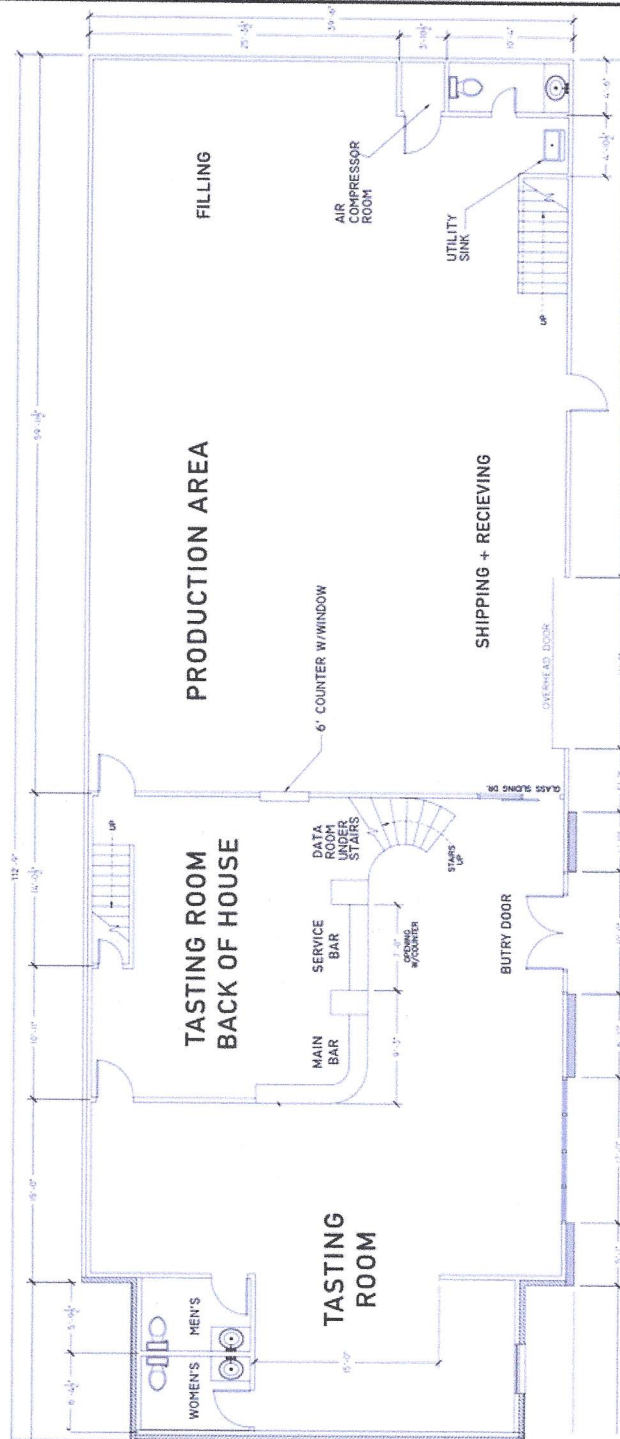
**PROVIDED BY:**  
Jeff Johnson



## U.S. HIGHWAY 377



# BLACKEYED DISTILLING CO., LLC DBA SOUTHERN SPRINGS DISTILLERY



1ST FLOOR PLAN

SCALE: 1/4" = 1'-0"



DATE: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_

Project Name and Address

FOR

101 TRAVIS STREET  
 MARSHALL, TEXAS 75502

REVISIONS

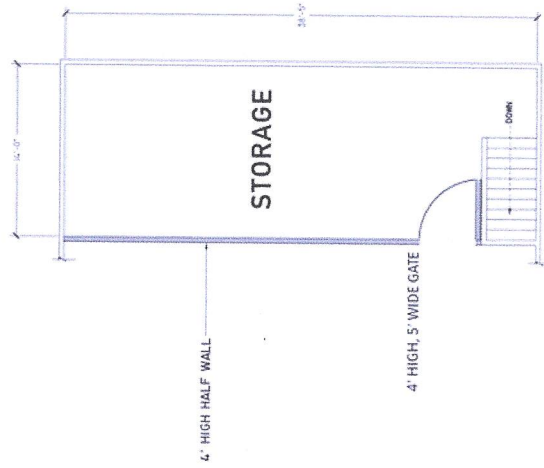
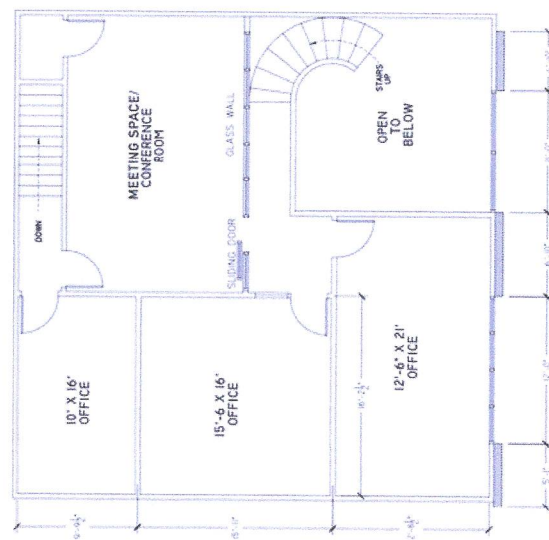
2022  
 NONE

SHEET NO.

A-2

OF





DATE  
DRAWN BY  
CHECKED BY  
DATE

Project Name and Address  
FOR  
101 TRAVIS STREET  
HOUSTON, TEXAS 77002

REVISIONS

2007  
NONE

SHEET NO.  
**A-3**  
OF

**ORDINANCE No. 2022-120**

**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, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM OAK STREET CORRIDOR ZONING DISTRICT - HWY 377 ZONE TO OAK STREET CORRIDOR ZONING DISTRICT - HWY 377 ZONE - SPECIFIC USE PERMIT (OAK STREET CORRIDOR ZONING DISTRICT - HWY 377 ZONE - SUP) TO ALLOW A DISTILLERY AND THE SALE OF ALCOHOLIC BEVERAGES ON LOT 4R, BLOCK 21 OF THE ORIGINAL TOWN OF ROANOKE ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; 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 (15<sup>th</sup>) 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; and

**WHEREAS,** pursuant to Sections 109.31 and 109.32 of the Texas Alcoholic Beverage Code and Section 11.06 of the Home-Rule Charter of the City of Roanoke, Texas, the sale of liquor and beer is prohibited within all residential sections or areas of the City; and

**WHEREAS,** Section 12.649 of the Code of Ordinances of the City of Roanoke, Texas, provides that bars and liquor stores should be at least 1,000 feet apart; and

**WHEREAS,** the City Council of the City of Roanoke, Texas, has determined that the following regulation is necessary in order to protect public health, safety, and welfare.

**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 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 from Oak Street Corridor Zoning District - Hwy 377 Zone to Oak Street Corridor Zoning District - Hwy 377 Zone - Specific Use Permit (Oak Street Corridor Zoning District - Hwy 377 Zone - SUP) to allow a distillery and the sale of alcoholic beverages on Lot 4R, Block 21 of the Original Town of Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, and being more particularly described and or depicted in **Exhibit A**, which is attached hereto and incorporated herein.

**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 9<sup>th</sup> day of August, 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  
Property



