

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

SEPTEMBER 13, 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 August 23, 2022.
2. Consider approval of Resolution No. 2022-115R directing publication of notice of intention to issue combination tax and revenue certificates of obligation.



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OF THE ROANOKE CITY COUNCIL**

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E. OLD BUSINESS

1. Consideration and action on approval of Ordinance No. 2022-126 adopting the Tax Roll for 2022.
2. Consideration and action on approval of the sixth amended and restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement with North Texas Hotel Development Group, L.L.C., a Texas Limited Liability Company, authorizing the Mayor to execute said agreement. (Ordinance No. 2022-127)

F. NEW BUSINESS

1. Consideration and action on approval of Ordinance No. 2022-130 amending Appendix A - Fee Schedule of the City of Roanoke Code of Ordinances.
2. Consideration and action on approval of a contract between the City of Roanoke and Republic Services of Fort Worth for solid waste and recycling collection.

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:

Sections 551.071 and 551.072

Deliberations regarding the purchase, exchange, lease, or value of real property and to receive legal advice regarding the same – a 0.500 acre tract of land.

Section 551.074

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

Section 551.071 and Section 551.087

to receive legal advice from City Attorney and discuss or deliberate regarding commercial or financial information that the City of Roanoke has received from a business prospect and to deliberate the offer of a financial or other incentive to the business prospect, regarding:-Lease Agreement with North Texas Hotel Development Group, LLC, concerning the Peabody Hotel and Convention Center; - Sixth Amended and Restated



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Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement concerning the Peabody Hotel and Convention Center.

Section 551.087

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

RECONVENE INTO REGULAR SESSION

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

Sections 551.071 and 551.072

Deliberations regarding the purchase, exchange, lease, or value of real property and to receive legal advice regarding the same – a 0.500 acre tract of land.

Section 551.074

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

Section 551.071 and Section 551.087

to receive legal advice from City Attorney and discuss or deliberate regarding commercial or financial information that the City of Roanoke has received from a business prospect and to deliberate the offer of a financial or other incentive to the business prospect, regarding:-Lease Agreement with North Texas Hotel Development Group, LLC, concerning the Peabody Hotel and Convention Center; - Sixth Amended and Restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement concerning the Peabody Hotel and Convention Center.

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.



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H. **ADJOURNMENT**

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Friday, September 9, 2022, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

A handwritten signature in blue ink, reading "April S. Hill".

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



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 09/23/2022 CC Minutes

MEETING DATE: September 13, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on August 23, 2022.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 08-23-2022

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
AUGUST 23, 2022
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

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

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

ABSENT: Mayor Pro Tem Holly Gray-Moore.

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

Don Glacy expressed his concerns about the Anderson Distillery event, to be held on August 28th.

Joshua Erekson expressed his concerns with a tax increase and asked Mayor and City Council to explain how taxes can be increased and lowered at the same time.

Mayor Gierisch explained the taxes have remained the same for the past 25 years and this year they are actually being lowered. Mayor Gierisch further explained that it is state requirement to put in the public notice of a "tax increase" when there is an increase in tax revenue.

D. PRESENTATION



**MINUTES FOR THE REGULAR MEETING
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1. Melissa Christon of the North Central Texas Trauma Regional Advisory Council (NCCTTRAC) presented the Heart Safe Community to the Roanoke Fire Department for efforts a community makes to its citizens in protecting them from the effects of heart disease and sudden cardiac death by evaluating different aspects of the system as a whole.

E. PROCLAMATION

1. Mayor Gierisch read a proclamation declaring September 2022 as Suicide Prevention Awareness Month.
2. Mayor Gierisch will read a proclamation declaring September 2022 as Live United Month.

F. 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 August 9, 2022.
2. Consider approval of Resolution No. 2022-113R approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 Rate Review Mechanism Filing.

Motion made by David Thompson second by Hogan Page to approve Consent Agenda Items 1 and 2.

Motion carried unanimously.

G. NEW BUSINESS

1. Motion made by David Thompson second by Bryan Moyers to approve the first and final reading of Ordinance No. 2022-124 adopting the official Operating and Capital Budget, including Roanoke Economic and Industrial Development Corporation Type A Budget for the City of Roanoke for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

Motion carried unanimously.

2. Hold a public hearing to discuss the proposed ad valorem tax rate of \$.339779 per \$100 of assessed value for the tax year 2022.



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Public hearing started at 7:20 p.m.

No one wished to speak.

Public hearing ended at 7:20 p.m.

3. Motion made by David Thompson second by David Brundage to approve Ordinance No. 2022-125 adopting a tax rate for the City of Roanoke for the Fiscal Year 2022-2023.

Motion carried unanimously.

4. Motion made by Bryan Moyers second by David Thompson to approve ratifying the property tax revenue increase reflected in the FY2022-2023 Budget.

Motion carried unanimously.

5. Motion made by David Thompson second by Bryan Moyers to table until the September 13, 2022 City Council meeting, Ordinance No. 2022-126 adopting the Tax Roll for 2022.

Motion carried unanimously.

6. Public hearing to consider a rezoning application for Lots 4, 5, and 6, Block A of the Morningside 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 – Neighborhood Transition Zone to Oak Street Corridor Zoning District – Neighborhood Transition Zone – Specific Use Permit (SUP 2022-06) to allow Single-Family Residential Attached Dwelling Unit (Townhomes) Use. The property is generally located on the north side of Morningside Drive, across the street from an existing townhome development, approximately .08 of a mile from city hall. (Ordinance No. 2022-122)

Public hearing started at 7:24 p.m.

No one wished to speak.

Public hearing ended at 7:24 p.m.

7. Motion made by David Thompson second by Hogan Page to approve a Specific Use Permit (SUP 2022-06) request from Elborai Group, LLC for lots 4, 5, and 6, Block A of the Morningside Addition, an addition located within the City of Roanoke, Denton County, Texas, to allow the proposed development of single-family residential attached dwellings (townhomes). The property is generally located on the north side of Morningside Drive, across the street from an existing townhome development, approximately .08 of a mile from city hall. (Ordinance No. 2022-122).

Motion carried unanimously.



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

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8. Motion made by David Thompson second by Bryan Moyers to approve a Site Plan (SP 2022-08) request from SLI Group, Inc. for a new building to replace the existing Prosperity Bank building located on approximate 3.79 acres situated in the MEP & PRR Co. Survey, abstract No1565A J. Bacon and A0923A, and having an address of 615 E Byron Nelson Blvd, City of Roanoke, Denton County, Texas. The property is generally located on the northwest corner of E Byron Nelson Blvd. and Dorman Street.

Motion carried unanimously.

9. Motion made by David Thompson second by Bryan Moyers to approve Resolution No. 2022-114R, establishing a City of Roanoke Art and History Trail Committee providing for the duties of said committee; appointing a board of directors to the Art and History Trail Committee to serve three (3) year terms, and assigning City staff liaison.

1. Elizabeth Ellenbecker, serve through September 30, 2025;
2. Sharon McTernen, serve through September 30, 2025;
3. Stephani Novak, serve through September 30, 2025;
4. Ryan Wilhite, serve through September 30, 2025;
5. Alicia Young, serve through September 30, 2025;
6. Tracie Merchant-Leatherwood, serve through September 30, 2025;
7. Brian Darby, serve through September 30, 2025;
8. Sarah Singer, serve through September 30, 2025;
9. Angie Grimm, serve through September 30, 2025;
10. Melissa Diorio, serve through September 30, 2025; and
11. Heather Ales, serve through September 30, 2025.

Motion carried unanimously.

10. Motion made by David Thompson second by Bryan Moyers to approve Resolution No. 2022-115R, disapproving of the Denton Central Appraisal District 2023 Budget.

Motion carried unanimously.

City Council convened into closed session at 7:44 p.m. See information under Item H.



**MINUTES FOR THE REGULAR MEETING
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**August 23, 2022
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11. Motion made by Brian Darby second by David Thompson to table until the September 13, 2022 City Council meeting, the sixth amended and restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement with North Texas Hotel Development Group, L.L.C., a Texas Limited Liability Company, authorizing the Mayor to execute said agreement. (Ordinance No. 2022-127)

Motion carried unanimously.

H. EXECUTIVE SESSION

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

CITY COUNCIL CONVENED INTO CLOSED SESSION AT 7:44 p.m.

Section 551.071 and Section 551.087

to receive legal advice from City Attorney and discuss or deliberate regarding commercial or financial information that the City of Roanoke has received from a business prospect and to deliberate the offer of a financial or other incentive to the business prospect, regarding:-Lease Agreement with North Texas Hotel Development Group, LLC, concerning the Peabody Hotel and Convention Center;

- Sixth Amended and Restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement concerning the Peabody Hotel and Convention Center.

Section 551.087

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

RECONVENE INTO REGULAR SESSION

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

CITY COUNCIL RECONVENED INTO REGULAR SESSION AT 8:38 P.M.

1. **Section 551.087 of the TEXAS GOVERNMENT CODE** 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.

No action taken.

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



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

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prospect, regarding:-Lease Agreement with North Texas Hotel Development Group, LLC, concerning the Peabody Hotel and Convention Center;

- Sixth Amended and Restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement concerning the Peabody Hotel and Convention Center

Action taken, see New Business Item #G11.

I. ADJOURNMENT

Motion made by David Thompson second by Brian Darby to adjourn the meeting at 8:39 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Resolution No. 2022-115R Directing Publication of Notice of Intention to Issue Combined Tax and Revenue Certificates of Obligation

MEETING DATE: September 13, 2022

DEPARTMENT: Finance

ITEM SUMMARY:

Consider approval of Resolution No. 2022-115R directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

INFORMATION:

Capital improvement projects were identified and approved in the FY2022-23 Annual Operating and Capital budget. Staff is recommending that we give notice of our intent to issue one or more Certificates of Obligation in an amount not to exceed \$7,800,000 for all or a portion of the City's contractual obligations to be incurred in connection with the following public projects: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) designing a new police and courts facility and related parking for such facility; (3) acquiring and constructing a new water ground storage tank; and (4) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2022-115R

SPECIAL CONSIDERATION:

NA

FINANCIAL CONSIDERATION:

These projects were approved as part of the FY2022-23 Annual Operating and Capital Budget.



AGENDA ITEM

ATTACHMENTS:

1. Notice Resolution (ver 1) - Roanoke
2. Notice (to be posted on website and published)
3. Affidavit of publication (to newspaper)

CERTIFICATE REGARDING ADOPTION OF RESOLUTION

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

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

1. The City Council of the City convened in regular meeting on September 13, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Scooter Gierisch, Mayor
Brian Darby
David Thompson
Hogan Page

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

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

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

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

NAY: ____ ABSTAIN: ____

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

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

SIGNED AND SEALED ON SEPTEMBER 13, 2022.

April S. Hill; City Secretary
City of Roanoke, Texas

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

{SEAL}

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

RESOLUTION NO. 2022-[] DIRECTING PUBLICATION OF NOTICE OF INTENTION TO
ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

WHEREAS, the City of Roanoke (the "**City**") deems it advisable to give notice of intention to issue one or more series of Certificates of Obligation in the maximum principal amount of \$7,800,000, for paying all or a portion of the City's contractual obligations to be incurred in connection with the following public projects: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) designing a new police and courts facility and related parking for such facility; (3) acquiring and constructing a new water ground storage tank; and (4) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects; and

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

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

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

Section 1. Attached hereto as **Exhibit A** is a form of the "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for the City of Roanoke, Texas" (the "**Notice**"), the form and substance of which is hereby adopted and approved. The following constitutes the outstanding debt obligations of the City which the City hereby designates as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended: Combination Tax & Public Improvement Revenue Certificates of Obligation, Series 2008B; General Obligation Refunding Bonds, Series 2014; General Obligation Refunding Bonds, Series 2015; Combination Tax & Revenue Certificates of Obligation, Series 2017 and General Obligation Refunding Bonds, Series 2018.

Section 2. The City Secretary shall cause the Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City of Roanoke, once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five days prior to November 8, 2022, which is the date set for the adoption of the ordinance authorizing the issuance of such Certificates of Obligation as shown in the Notice. Additionally, such Notice shall be posted continuously on the City's website for at least forty-five days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates of Obligation.

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

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

EXHIBIT A

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

The City Council of the City of Roanoke, Texas, shall convene a meeting at 7:00 P.M. on November 8, 2022, at its regular meeting place at 500 South Oak Street, Roanoke, Texas 76262 and during such meeting, the City Council will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation in the principal amount not to exceed \$7,800,000, for paying all or a portion of the City's contractual obligations to be incurred in connection with the following public projects: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) designing a new police and courts facility and related parking for such facility; (3) acquiring and constructing a new water ground storage tank; and (4) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects. Such certificates are to be made payable from ad valorem taxes and a lien on and pledge of surplus revenues of the City's waterworks and sewer system. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$31,551,166. The current combined principal and interest on all outstanding debt obligations of the City, paid on time and in full, is \$38,191,001. The maximum principal amount of the certificates to be authorized is \$7,800,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$12,390,833. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is August 15, 2042. The above information excludes \$4,803,834 in principal amount of the outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes: Combination Tax & Public Improvement Revenue Certificates of Obligation, Series 2008B; General Obligation Refunding Bonds, Series 2014; General Obligation Refunding Bonds, Series 2015; Combination Tax & Revenue Certificates of Obligation, Series 2017 and General Obligation Refunding Bonds, Series 2018. In the event these self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Information regarding the self-supporting debt and all other debt of the City may be obtained by contacting the Director of Fiscal and Administrative Services at 500 South Oak Street, Roanoke, Texas 76262 and by phone at (817) 491-2411.

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

The City Council of the City of Roanoke, Texas, shall convene a meeting at 7:00 P.M. on November 8, 2022, at its regular meeting place at 500 South Oak Street, Roanoke, Texas 76262 and during such meeting, the City Council will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation in the principal amount not to exceed \$7,800,000, for paying all or a portion of the City's contractual obligations to be incurred in connection with the following public projects: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) designing a new police and courts facility and related parking for such facility; (3) acquiring and constructing a new water ground storage tank; and (4) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects. Such certificates are to be made payable from ad valorem taxes and a lien on and pledge of surplus revenues of the City's waterworks and sewer system. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$31,551,166. The current combined principal and interest on all outstanding debt obligations of the City, paid on time and in full, is \$38,191,001. The maximum principal amount of the certificates to be authorized is \$7,800,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$12,390,833. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is August 15, 2042. The above information excludes \$4,803,834 in principal amount of the outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes: Combination Tax & Public Improvement Revenue Certificates of Obligation, Series 2008B; General Obligation Refunding Bonds, Series 2014; General Obligation Refunding Bonds, Series 2015; Combination Tax & Revenue Certificates of Obligation, Series 2017 and General Obligation Refunding Bonds, Series 2018. In the event these self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Information regarding the self-supporting debt and all other debt of the City may be obtained by contacting the Director of Fiscal and Administrative Services at 500 South Oak Street, Roanoke, Texas 76262 and by phone at (817) 491-2411.

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath deposed and said:

1. That this affiant is a duly authorized officer or employee of THE FORT WORTH STAR TELEGRAM, which is a newspaper of general circulation in the City of Roanoke, Texas.

2. That said newspaper is a newspaper as defined by Section 2051.044, Texas Government Code, as amended, and as such: (1) devotes not less than 25 percent of its total column lineage to general interest items; (2) is published at least once a week; (3) is entered as second-class postal matter in the county where published; and (4) has been published regularly and continuously for at least 12 months prior to publishing the notice referenced below.

3. That attached hereto is a true, full and correct copy of a NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR THE CITY OF ROANOKE, TEXAS, which was published in said newspaper on the following dates:

September 21, 2022 and September 28, 2022.

Authorized Officer or Employee

SWORN TO AND SUBSCRIBED BEFORE ME, this the ____ day of _____, 2022.

Notary Public, State of Texas

[NOTARY SEAL]

INSTRUCTIONS TO NEWSPAPER: After publication on the dates set forth above, please sign and notarize two copies of this affidavit, and attach a true and correct clipping of the notice to each signed affidavit. Return all Affidavits with clippings to McCall, Parkhurst & Horton, 717 North Harwood, Ninth Floor, Dallas, Texas 75201, Attn: Jeff Gulbas.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Ordinance No. 2022-126 Adopting the 2022 Tax Roll

MEETING DATE: September 13, 2022

DEPARTMENT: Finance

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2022-126 adopting the Tax Roll for 2022.

INFORMATION:

The Denton County and Tarrant County Appraisal Districts are required to submit their valuation summary by July 25 of each year. This information is utilized for the calculation of the City's tax rate. A supplemental certification is submitted by both Denton County Appraisal District and Tarrant Appraisal District on September 1st each year. The approved tax rate will be entered by the tax assessor-collector and taxes levied will be calculated based upon the approved roll.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 2022-126

SPECIAL CONSIDERATION:

NA

FINANCIAL CONSIDERATION:

The tax rolls provided by both Denton County and Tarrant County Appraisal Districts were used to calculate the proposed revenue in the FY2022-23 budget.

ATTACHMENTS:

1. ORD NO 2022-126 - Adopting 2022 Tax Roll

ORDINANCE NO. 2022-126

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ADOPTING THE TAX ROLL FOR TAX YEAR 2022 FOR THE CITY OF ROANOKE, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tarrant Appraisal District is responsible for the property tax appraisal and exemption administration for Roanoke properties located within the boundaries of Tarrant County; and

WHEREAS, Denton County Appraisal District is responsible for the property tax appraisal and exemption administration for Roanoke properties located within the boundaries of Denton County; and

WHEREAS, on the 25th day of July, 2022, Tarrant Appraisal District provided the City with the Certified Appraisal Roll effective for the 2022 tax year; and

WHEREAS, on the 25th day of July, 2022, Denton County Appraisal District provided the City with the Certified Appraisal Roll effective for the 2022 tax year; and

WHEREAS, the Certified Appraisal Roll established the net appraised value of certain tracts of property located within the corporate boundaries of the City, taking into consideration any partial exemptions allowed to property owners; and

WHEREAS, the City Council has adopted and levied a tax rate applicable to property located within the corporate boundaries of the City; and

WHEREAS, Denton County, as the tax assessor/collector for the City, has calculated the tax roll for the City based on the adopted tax rate; and

WHEREAS, the City Council finds it is in the best interests of the City and the owners of those specific tracts to accept the tax roll as presented.

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

SECTION 1.

The tax roll for tax year 2022 for the City of Roanoke, Texas is hereby approved.

SECTION 2.

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 in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 3.

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 13th day of September, 2022.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April Hill, City Secretary

APPROVE AS TO FORM:

Jeff Moore, City Attorney



AGENDA ITEM

TO: Mayor & City Council

SUBJECT: Consideration and action on approval of the sixth amended and restated Chapter 380 Economic Development Agreement.

MEETING DATE: September 13, 2022

DEPARTMENT: Assistant City Manager

ITEM SUMMARY:

Consideration and action on approval of the sixth amended and restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement with North Texas Hotel Development Group, L.L.C., a Texas Limited Liability Company, authorizing the Mayor to execute said agreement. (Ordinance No. 2022-127)

INFORMATION:

Staff will discuss in greater specificity at Tuesday night's meeting.

STAFF RECOMMENDATION:

If necessary, we will adjourn into executive session to discuss the proprietary economic development components of the project prior to action.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2022-127 - Approving Sixth Amended and Restated Chapter 380 Agreement - Peabody Hotel - jlm draft - 031522
2. Roanoke - Peabody Hotel - Sixth Amended and Restated Hotel and Conference Center Agreement -rev clean - 081922

ORDINANCE No. 2022-127

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, APPROVING A SIXTH AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT, HOTEL AND CONVENTION SERVICES AND DEVELOPMENT AGREEMENT CONCERNING THE CONSTRUCTION OF THE PEABODY HOTEL AND CONVENTION CENTER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE IMMEDIATE EFFECT.

WHEREAS, the City of Roanoke, Texas, possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Roanoke, Texas; and

WHEREAS, the City of Roanoke, Texas, has concluded and hereby finds that the Fifth Amended and Restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement, a copy of which is attached hereto as **Exhibit A**, clearly promotes economic development in the City of Roanoke, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City of Roanoke, Texas; and

WHEREAS, the City of Roanoke, Texas, has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Roanoke, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

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

Section 1. FINDINGS INCORPORATED

The foregoing recitals are hereby incorporated into the body of this Ordinance and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

Section 2. APPROVAL OF SIXTH AMENDED AND RESTATED AGREEMENT.

That the City Council of the City of Roanoke, Texas, does hereby approve the Sixth Amended and Restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement, which is attached hereto as **Exhibit A**, and is incorporated herein for all purposes.

Section 3. AUTHORIZING EXECUTION OF SIXTH AMENDED AND RESTATED AGREEMENT.

That the City Council of the City of Roanoke, Texas, does hereby authorize the Mayor to execute the Sixth Amended and Restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement, which is attached hereto as **Exhibit A**, and is incorporated herein for all purposes.

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.

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

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

Sixth Amended and Restated
Chapter 380 Economic Development,
Hotel and Convention Services
And
Development Agreement

**SIXTH AMENDED AND RESTATED
CHAPTER 380 ECONOMIC DEVELOPMENT,
HOTEL AND CONVENTION SERVICES
AND
DEVELOPMENT AGREEMENT**

THIS COMMUNICATION AND ALL RESULTING COMMUNICATIONS ARE EXEMPT FROM DISCLOSURE UNDER THE TEXAS PUBLIC INFORMATION ACT PURSUANT TO THE EXCEPTIONS UNDER SECTION 552.110 AND SECTION 552.131, TEXAS GOVERNMENT CODE, AS AMENDED.

This Sixth Amended and Restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement (hereinafter referred to as the “Sixth Amendment” or “Agreement”) by and between the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”); and **NORTH TEXAS HOTEL DEVELOPMENT GROUP, LLC**, a Texas limited liability company and its successors or assigns (hereinafter referred to as “North Texas,” or “Developer”) is made and executed on the following recitals, terms, and conditions.

RECITALS:

WHEREAS, the Developer desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code, an incentive to Developer to develop the Project, as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Roanoke, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Roanoke, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Roanoke, Texas, and, as such, meets the requirements under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Roanoke, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

WHEREAS, the Developer intends to construct within the City of Roanoke, Texas, a Peabody Hotel which shall be at the level and to the standard commensurate with the Peabody Memphis Hotel in Memphis, Tennessee and consisting of the following amenities or services: (a) a minimum two hundred and fifty (250) guestrooms furnished and maintained to four star hotel status; (b) a full service restaurant; (c) a grab and go meal and meeting space; (d) at least two (2) bars; (e) a high-end spa and fitness center; (f) an exterior swimming pool; (g) an approximately 260 stall parking garage; and (h) a fountain in the hotel lobby with ducks (hereinafter referred to as the “Peabody Hotel”); and

WHEREAS, the Developer, at the direction and advisement of the City, will design and construct for the City a public conference, meeting and exhibit center (“Qualified Convention Center Facility”) to be located at the Peabody Hotel and which shall be used for holding conventions, meetings, exhibits and other events to attract conventions, tourists and other visitors and for the benefit of City and the general public; and

WHEREAS, the Developer intends to conduct and hold activities, programs, and events eligible for funding pursuant to Chapter 351 of the Texas Tax Code, as amended; and

WHEREAS, Chapter 351 of the Texas Tax Code addresses expenditures of the local hotel occupancy tax revenue; and

WHEREAS, the City intends to use a portion of the local hotel occupancy tax collected from the Peabody Hotel to reimburse the Developer and the Operator for some of activities, programs, or events in compliance with Chapter 351 of the Texas Tax Code; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes tourism and the convention and hotel industry within the City, and further meets the requirements contained in Chapter 351 of the Texas Tax Code, as amended; and

WHEREAS, this Agreement reflects the City’s obligations contemplated in Texas Tax Code Sections 351.102 (b) and (c). The obligations of this Agreement will be met, in part, with the proceeds from certain tax rebates to which the City is entitled pursuant to Sections 351.102 (b) and (c); and

WHEREAS, in accordance with Section 351.151(3) of the Texas Tax Code, the City designates the Peabody Hotel as a “qualified hotel” to which subchapter C of Chapter 351 of the Texas Tax Code applies and is a hotel that is part of a qualified project consistent with Act; and

WHEREAS, on May 28, 2019, the City Developer executed a Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement concerning the construction of the Peabody Hotel; and

WHEREAS, the City and Developer now desire to execute this Sixth Amended and Restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

Section 1. Findings Incorporated.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

Section 2. Term and Acknowledgement.

(a) Term. This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until a period of 360 months from the date the final Certificate of Occupancy (the “CO”) is issued for the Project, unless terminated sooner under the provisions hereof. Any payment due the Developer beyond the term outlined above shall survive the Term of this Agreement.

(b) Acknowledgement. The Parties acknowledge that the receipt of a private letter ruling from the Texas Comptroller of Public Accounts satisfactory to the City and Developer concerning this Agreement and Project will be required prior to the City being able to provide certain operational funds for the Project. A “Private Letter Ruling” means a private letter ruling from the Texas Comptroller of Public Accounts on which the City and/or Developer may rely regarding whether the City and Project meet necessary requirements pursuant to Sections 351.102 and 151.429(h) of the Texas Tax Code and Section 2303.5055 of the Texas Government Code in order for the City to receive certain tax refunds.

Section 3. Definitions.

The following words shall have the following meanings when used in this Agreement:

- (a) **Act**. The word “Act” means Chapter 351 of the Texas Tax Code, as amended.
- (b) **Agreement**. The word “Agreement” means this Sixth Amended and Restated Chapter 380 Economic Development, Hotel and Convention Services and Development Agreement, together with all exhibits and schedules attached hereto, as the same may be amended from time to time.

- (c) **Approved Tax Zone.** The words “Approved Tax Zone” mean the geographic area within, adjacent to, or near the Project and that is intended to satisfy requirements of Section 351.102(b) of the Texas Tax Code.
- (d) **Building Envelope.** The words “Building Envelope” mean the area of cubic space outlined by the surface area within the Peabody Hotel survey to be prepared by a licensed surveyor selected by the City and the Developer and includes all the area between the sub-surface structure of the Peabody Hotel to a vertical level not more than 500’ above the highest structure of the Peabody Hotel.
- (e) **City.** The word “City” means the City of Roanoke, Texas, a Texas home-rule municipality, whose address for purposes of this Agreement is 500 S. Oak Street, Roanoke, Texas 76262.
- (f) **Developer.** The word “Developer” means North Texas Hotel Development Group, LLC, a Texas limited liability company, or its successor or assignee.
- (g) **Effective Date.** The words “Effective Date” for changes imposed by this Sixth Amendment mean the date of the latter to execute this Agreement by and between the Developer and the City; however, the Effective Date of the Agreement remains May 28, 2019.
- (h) **Eligible Costs.** The words “Eligible Costs” mean cost incurred by the Developer with regard to the Project eligible for reimbursement by the City to the Developer under the Act.
- (i) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (j) **Ground Lease.** The words “Ground Lease” mean a lease between the City, as landlord, and the Developer, as tenant, with respect to the area between the to be determined sub-surface level at which the structural foundation of the Peabody Hotel begins and extends into space above the surface sufficient to encompass the Building Envelope of the Peabody Hotel. The term of the Ground Lease shall be for a maximum of forty (40) years as further agreed to by the Parties.
- (k) **Local Hotel Occupancy Tax Revenue.** The words “Local Hotel Occupancy Tax Revenue” mean the municipal hotel occupancy tax levied by the City pursuant to the Act, at such rates as are promulgated by the State of Texas, currently at the rate of seven percent (7%) or possibly nine percent (9%) as provided by Section 5(c) of this Agreement, which tax is attributable to the Peabody Hotel located on the Property.

- (l) **Mixed Beverage Tax.** The words “Mixed Beverage Tax” or “Mixed Beverage Taxes” have the same meaning as defined by section 183.051(b) of the Texas Tax Code, as amended.
- (m) **Operator.** The word “Operator” means Peabody Hotels and Resorts, or any of its affiliates, or such other management entity for the Project as may be proposed by Developer and approved by the City Council, such approval not to be unreasonably withheld. The Operator shall manage and operate the Peabody Hotel pursuant to a hotel management agreement between the Developer and the Operator.
- (n) **Parking Garage.** The words “Parking Garage” mean the parking garage constructed on the Property.
- (o) **Parking Garage Envelope.** The words “Parking Garage Envelope” mean the envelope of space in which the Parking Garage is to be constructed and includes all of the Property except the Building Envelope and that portion of the Property covered by the Qualified Convention Center Facility Management Agreement.
- (p) **Peabody Hotel.** The words “Peabody Hotel” have the same meaning as defined in the Recitals of this Agreement.
- (q) **Predevelopment Loan.** The words “Predevelopment Loan” mean a temporary loan to the City up to \$5,908,771.00 to cover predevelopment expenses previously paid or incurred by Developer related to the Project, consisting of (i) \$2,000,000.00 previously advanced by the City; (ii) \$1,704,385.50 previously advanced by North Texas; (iii) \$352,192.75 previously advanced by the Roanoke Economic and Industrial Development Corporation, a Type A economic development corporation, operating pursuant to Chapter 504 of the Texas Local Government Code; (iv) \$352,192.75 previously advanced by the Roanoke Community and Economic Development Corporation, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code; and (v) up to \$1,500,000.00 to be advanced by the architect in the form of a deferral of fees, as set forth in a predevelopment loan agreement among the City, North Texas, and the architect (the “Predevelopment Loan Agreement”), which Predevelopment Loan will be repaid as provided in Section 6(a) of this Agreement. In addition, the Parties acknowledge that an additional amount up to \$500,000 may be required from the City under an amended Predevelopment Loan and, if requested by the Developer, the City Manager will bring forward such a request to the City Council.
- (r) **Project.** The word “Project” refers to the development of the Peabody Hotel and the Qualified Convention Center Facility.
- (s) **Project Bonds.** The words “Project Bonds” have the meaning given to them in Section 6 of this Agreement.

- (t) **Property.** The word “Property” means the approximately 3.269-acre tract of land consisting of Block B, Lot 1 of the Roanoke City Center addition, and addition to the City of Roanoke, Denton County, Texas, as described and depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes, and Denton County Property ID # 707610.
- (u) **Qualified Convention Center Facility.** The words “Qualified Convention Center Facility” mean at least 40,000 -square foot gross building area conference center as a public conference, meeting and exhibit center for holding conventions, meetings, exhibits and other events to attract conventions, tourists and other visitors and for the benefit of City and the general public. The term “Qualified Convention Center Facility” means “Qualified Convention Center Facility” as that term is defined in Section 351.151(2) of the Texas Tax Code, as amended.
- (v) **Qualified Convention Center Facility Management Agreement.** The words “Qualified Convention Center Facility Management Agreement” mean a management agreement between the City, as owner, and the Qualified Convention Center Facility Manager, as operator and manager, with respect to the operation and management of the Qualified Convention Center Facility.
- (w) **Qualified Convention Center Facility Manager.** The words “Qualified Convention Center Facility Manager” mean the Operator, or another party selected to by the City to manage the Qualified Convention Center Facility.
- (x) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (y) **State Hotel Occupancy Tax.** The words “State Hotel Occupancy Tax” mean the State of Texas’ hotel occupancy tax imposed at the rate of six percent (6.00%) pursuant to Section 156.052 of the Texas Tax Code, as amended. The six percent (6.00%) percent state hotel tax applies to any room or space in the Peabody Hotel, as described in Chapter 156, Texas Tax Code.
- (z) **State Sales and Use Tax.** The words “State Sales and Use Tax” mean the State of Texas’ sales tax imposed at the rate of six and one quarter percent (6.25%) pursuant to Section 151.051(b) of the Texas Tax Code, as amended.
- (aa) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this **Agreement**.

Section 4. Obligations of the Developer.

During the Term of this Agreement, the Developer covenants and agrees to comply with the following terms and conditions:

- (a) **Construction of the Peabody Hotel.** The Developer will commence construction of the Peabody Hotel and the Qualified Convention Center Facility on the Property by _____, which date may be extended to _____, subject to such condition precedents as City Manager may deem appropriate. The Developer covenants and agrees to complete construction of the Peabody Hotel located on the Property by _____, which date may be extended to _____, subject to delays due to force majeure, and subject to such condition precedents as City Manager may deem appropriate. The Developer covenants and agrees said construction of the Peabody Hotel shall comply with all federal, state and local statutes, rules, regulations, and ordinances.
- (b) **Certificate of Occupancy for Peabody Hotel and Qualified Convention Center Facility.** The Developer will obtain or cause to be obtained a Certificate of Occupancy for the Peabody Hotel and the Qualified Convention Center Facility from the City by _____, which date may be extended to _____, subject to delays due to force majeure, and subject to such condition precedents as City Manager may deem appropriate.
- (c) **Operate Peabody Hotel and Qualified Convention Center Facility.** The Developer will, by _____, which date may be extended to _____, subject to delays due to force majeure, and subject to such condition precedents as City Manager may deem appropriate, and during the Term of this Agreement, open and keep open to the general public the Peabody Hotel, at the level and to the standard commensurate with The Peabody Memphis Hotel in Memphis, Tennessee.
- (d) **Submission of Schedule of Work, Activities and Programs; Promotional Activity.** The Developer will submit to the City monthly written draw requests accompanied by a schedule of work, activities, and programs performed, values and certificate of work, activities, and programs completed, that is reimbursable under the Act. The first written draw request shall be submitted to the City by June 1, 2019 (for predevelopment expenses), and monthly thereafter. Each request shall be due on the last day of the month for each month. The City will advance funds to defray predevelopment expenses pursuant to the Predevelopment Loan Agreement. Developer covenants and agrees that all promotional activity reimbursable pursuant to Section 351.101(a)(3) of the Texas Tax Code, as amended, shall include the word or words “The Peabody Roanoke,” “Roanoke” or “City of Roanoke” within said promotional activity.
- (e) **City Use of Qualified Convention Center Facility.** The Qualified Convention Center Facility Management Agreement will require the Qualified Convention Center Facility Manager to allow the City to use the Qualified Convention Center Facility for a minimum fifteen (15) events per year. The City will notify the Qualified Convention Center Facility Manager within ninety (90) days of the City’s planned use and scheduled event, and will be flexible in scheduling the City’s use of the Qualified Convention Center Facility in the event the Qualified Convention

Center Facility Manager has previously booked the space. The City also agrees that the City may be charged for any food and beverage consumed during these events as required by law and/or code. The City shall have the right to maintain control over event scheduling in consultation with the Qualified Convention Center Facility Manager including prohibiting any events that the City deems offensive, dangerous or disreputable.

- (f) **Debt Service for Certificates of Obligations or other public securities for Construction of Qualified Convention Center Facility.** In the event for any year during the Term of this Agreement, the Local Hotel Occupancy Tax Revenue collected at the Peabody Hotel is insufficient to satisfy any debt service payment for the Certificates of Obligations or other public securities issued by the City pursuant to Section 5(e) of this Agreement, the City and the Developer agree that any shortfall amount will be either withheld from the rebate of State Sales and Use Tax and/or State Hotel Occupancy Tax as described in Section 5(h) of this Agreement; or, derived from an escrow account maintained by the City in an amount equaling the annual debt payment as described in Section 5(e) of this Agreement; or a combination of either of these options.
- (g) **Performance.** The Developer will perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and the City.

Section 5. Obligations of the City.

During the Term of this Agreement, the City covenants and agrees to comply with the following terms and conditions:

- (a) **Reimbursement of Local Hotel Occupancy Tax Revenue.** The City shall reimburse the Developer, on a quarterly basis, following the Developer's submittal of a written draw request identified in Section 5(b) of this Agreement, the following: six percent (6%) of the City's seven percent (7%) Local Hotel Occupancy Tax Revenue (less any amounts representing debt service payments pursuant to Section 5(e) of this Agreement), for the three hundred and sixty month (360) month period following the date the City collects its first Local Hotel Occupancy Tax Revenue generated from the Peabody Hotel. The City covenants and agrees to submit the first reimbursement (less amounts required for debt service payments for the City Debt) to Developer within three (3) months of Developer's receipt of a certificate of occupancy for the Peabody Hotel consistent with Section 4(b) of this Agreement, and quarterly thereafter. The Developer's right to reimbursement shall be limited to costs that are eligible for funding with the Local Hotel Occupancy Tax Revenue under the Act, as amended, including servicing of debt for the Qualified Convention Center Facility. If the Local Hotel Occupancy Tax Revenue rate is increased from seven percent (7%) to nine percent (9%) pursuant to Section 5(c) of this Agreement, the reimbursement provided by this

Section 5(a) of this Agreement shall be increased to eight percent (8%) of the nine percent (9%) Local Hotel Occupancy Tax Revenue.

- (b) **Determination of Eligible Costs.** The City shall determine whether the written draw requests submitted by the Developer pursuant to Section 4(d) of this Agreement are reimbursable under the Act. The City Manager shall cause the requested amount of each reimbursement request to be paid to the Developer within thirty (30) days after its receipt unless a determination is made that an item is not reimbursable under the Act. Should the City determine an item submitted by the Developer is not reimbursable under the Act, the Developer may appeal such determination to the City Council. The City Council's determination on the matter shall be final.
- (c) **Nine Percent (9%) Hotel Occupancy Tax Rate.** Subject to applicable law and within the discretion of the City Council, the City will use its best efforts to order an election within twelve (12) months of Developer commencing construction on the Peabody Hotel to increase the Local Hotel Occupancy Tax rate from seven percent (7.0%) to nine percent (9.0%), pursuant the authority contained in Chapter 334 or 335 of the Texas Local Government Code, as amended.
- (d) **Reimbursement of Mixed Beverage Tax.** To the extent permitted by law, and consistent with Section 5(j) of this Agreement, the City covenants and agrees to reimburse the Developer on an annual basis one hundred percent (100%) of the Mixed Beverage Tax received by the City from the State Comptroller's office during the Term of this Agreement for mixed beverage tax revenues attributable to sales at the Peabody Hotel and Qualified Convention Center Facility.
- (e) **City Debt.** The City covenants and agrees, but subject to the discretion of the City Council, to commence with the issuance of Certificates of Obligations or other public security of the City ("City Debt") in the maximum amount of **Thirty Million and No/100 Dollars (\$30,000,000.00)** for the construction of the Qualified Convention Center Facility. Proceeds of City Debt shall be kept under the exclusive control of the City and used to remit periodic payments towards construction of the Qualified Convention Center Facility as described in Section 4 of this Agreement.
- (f) **Qualified Convention Center Facility Design.** The City will cooperate fully with the Developer in the design of the Qualified Convention Center Facility so to allow the Project to proceed on the schedule and budget provided for in this Agreement.
- (g) **Qualified Convention Center Facility Management Agreement.** Prior to the issuance of the City Debt, the City covenants and agrees to enter into the Qualified Convention Center Facility Management Agreement concerning the management and maintenance of the Qualified Convention Center Facility.

- (h) **Quarterly Request to State Comptroller's Office and Reimbursement of State Sales and Use Tax and State Hotel Occupancy Tax.** The City covenants and agrees to submit quarterly to the State Comptroller's office a written request for a rebate of the State Sales and Use Tax and the State Hotel Occupancy Tax from the Approved Tax Zone. On an annual basis, the City covenants and agrees to remit to the Developer one hundred percent (100%) of the State Sales and Use Tax and one hundred percent (100%) of the State Hotel Occupancy Tax remitted to the City from the State Comptroller's office from the Approved Tax Zone and less any amounts representing debt service payments pursuant to Sections 5(e) and 5(j) of this Agreement, for a period of ten (10) years, commencing on the first day of the first month following the month in which a certificate of occupancy is issued for the Peabody Hotel. The City shall make said payment to the Developer within thirty (30) days of receipt of said revenue from the State Comptroller's office.
- (i) **Record-Keeping.** If an item is reimbursable under the Act, the City Manager shall maintain records of each scheduled activity, program, and event in accordance with the terms of the Act, including, but not limited to, Section 351.108 of the Act, as amended.
- (j) **Segregated Reserve Accounts.** All amounts eligible to be paid to the Developer under this Section 5 of this Agreement shall be deposited into at least two (2) internally segregated accounts held by the City - Peabody 380 Revenue Account and Peabody 380 Revenue Reserve Account. No transfers will be made to Developer until the following items have been satisfied:
- (1) the City has available funds or has budgeted for available funds to pay, when due, the annual principal and interest on the City Debt for the then-current fiscal year as described in Section 5(e) of this Agreement;
 - (2) a reserve account for the City Debt (the "**Peabody 380 Revenue Reserve Account**") contains the required reserve amount equal to the maximum annual debt service on the City Debt.

Available funds of the City are limited to the available State Hotel Occupancy Tax, State Sales and Use Tax, Local Hotel Occupancy Tax Revenue, and Local Mixed Beverage Tax. City shall pay said sums, if any, to the Developer at such time as the Developer submits its annual draw request for costs that are reimbursable under this Agreement and the Act.

- (k) **Performance.** The City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer, the Operator, the Qualified Convention Center Facility Manager, and/or the City.

- (l) **Financing Confirmation.** The City will take all reasonable actions that may be required by the Developer in order to complete the financing of the Project contemplated among the City and the Developer; including amending this Agreement or entering into other mutually acceptable agreements that may be required by the Developer to complete the financing and ownership contemplated by this Agreement.
- (m) **Preparation of Property.** The City will, prior to the Developer's obligation to enter in the Ground Lease or to commence construction of the Project, prepare, to the Developer's reasonable satisfaction, the Property for construction of the Project including, but not limited to, providing stubbed utilities to the Property at the City's expense.
- (n) **Designation of Qualified Hotel.** In accordance with Section 351.151(3) of the Texas Tax Code, the City designates the Peabody Hotel as a "Qualified hotel" to which subchapter C of Chapter 351 of the Texas Tax Code applies and is a hotel that is part of a qualified project consistent with Act.
- (o) **Against Reduction of Certain Local Taxes.** The City hereby covenants that it shall not initiate proceedings to reduce the local hotel occupancy tax rate or the mixed beverage tax rate attributable to the Peabody Hotel.

Section 6. Project Financing Conditions.

- (a) **Project Financing.** The Developer will request the assistance of a qualified issuer to issue revenue bonds in one or more series from time to time, in an aggregate principal amount currently estimated not to exceed \$120,000,000 (the "Project Bonds"), the proceeds of which will be used to make a loan to the Developer to (a) finance or refinance the costs of acquiring, designing, constructing and equipping the Peabody Hotel, (b) finance or refinance reserves, initial operating costs and other required amounts in connection therewith, and (c) finance or refinance costs of issuance of the Project Bonds. THE PROJECT BONDS WILL NOT BE OBLIGATIONS OF THE CITY AND THE CITY SHALL HAVE NO LIABILITY OR OBLIGATION TO PAY OR PROVIDE FOR THE PAYMENT OF THE PROJECT BONDS. The Project Bonds shall be payable solely from the revenues generated from the operation of the Project and certain rebates as further defined herein. Proceeds of the Project Bonds shall be used first to repay the Predevelopment Loan in full including the City's \$2,000,000 portion of the Predevelopment Loan and all accrued interest, upon issuance of the Project Bonds.
- (b) **Disposition of the Project.** The Developer will operate, construct, manage and dispose of the Qualified Convention Center Facility for the exclusive benefit of the City. The City acknowledges to the Developer that the City shall be required in the future to take one of the following actions, as elected by the City, in its sole discretion, by written notice to the Developer:

- i) Accept a transfer of the Qualified Convention Center Facility to the City or to a governmental agency designated by the City;
 - ii) Direct the transfer of the Qualified Convention Center Facility to a third party and direct the donation of the proceeds derived from the sale to the City or to a governmental agency designated by the City; or
 - iii) Only in the case where the Project Bonds are paid in full, direct the Developer to continue to operate the Peabody Hotel for the benefit of the City, and direct that the Developer grant or donate to the City all surplus cash flow derived from the continued operation of the Peabody Hotel.
 - iv) The foregoing provisions shall be covenants running with the Property, and may not be deleted or amended by the Developer or any other person or entity, including without limitation the trustee for the benefit of the Project Bond holders, or any person or entity acquiring the Property or the Peabody Hotel following a foreclosure or deed in lieu of foreclosure, without the City's prior written consent, which may be granted or withheld in its sole discretion. The City shall have the right but not the obligation to consent. The Developer will record an instrument approved by the City encumbering the Property with the restrictions and covenants set forth in this Section 6, which restrictions and covenants shall be covenants running with the land and binding on the Developer, and its successors and assigns.
- (c) **Condominium Structure.** The Project will be subjected to a Master Condominium (the "Condominium") that will contain two units, appurtenant common elements and appropriate easements. Developer will file a Condominium Declaration in the Official Public Records of Denton County, Texas, that will provide the following: The Condominium will contain two units (a Hotel Unit and a Qualified Convention Center Facility). The Hotel Unit will be comprised of all of the floors in the building to be built on the Property (except the Qualified Convention Center Facility) and will be owned by Developer. The Qualified Convention Center Facility will consist of the area specified as the Qualified Convention Center Facility and will be owned by the City. An access easement and a specific use easement (on condition) will be granted by the Developer for the benefit of the Qualified Convention Center Facility. The Project (including the Qualified Convention Center Facility) will be constructed by Developer.

Section 7. Events of Default.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of any party to comply with or to perform any term, obligation, covenant or condition contained in this Agreement, or failure of any party to comply with or to perform any term, obligation, covenant or condition contained in any other agreement by and between the parties or any of them is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of the Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** The Developer's insolvency, appointment of receiver for any part of the Developer's property, any assignment for the benefit of creditors of the Developer, any type of creditor workout for the Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** The Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from the City and/or Denton Central Appraisal District is an Event of Default.

Section 8. Effect of an Event of Default.

Failure of either party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have forty-five (45) days to cure said default. Should said default remain uncured after the 45-day cure period, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the financial assistance provided by the City to the Developer pursuant to Section 5 of this Agreement, shall become immediately due and payable by the Developer to the City.

Section 9. Indemnification.

To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demand, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

Section 10. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. The City and the Developer understand that this Agreement may be amended from time to time throughout the design and funding period subject to lender's review and other advisor's approval. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas. Any right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this Agreement or any conduct in connection with, or matters contemplated by, this Agreement is hereby waived by the parties hereto.
- (c) **Assignment.** This Agreement, in whole or in part, may be assigned with the express written consent of the other party except that the right, duty, obligation and ability of the Developer to request, earn and receive revenues and funds, including funds or revenues from the City, all as contemplated by this Agreement may be assigned by the Developer without the written consent of the City. In the event this Agreement is assigned in part, references to Developer shall mean North Texas Hotel Development Group, LLC or the assignee, as applicable.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

- (g) **Enforcement.** The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The Developer shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining the Developer's compliance with this Agreement.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, acts of terrorism (both domestic and international), or the collapse of the financial markets, on a scale similar to that witnessed between 2008-2011, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer: North Texas Hotel Development Group LLC
c/o Peabody Hotels & Resorts
5118 Park Avenue, Suite 249
Memphis, TN 38117
Attn: Martin Belz
Phone Number: (901) 762-5466
E-mail: marty.belz@phg.net

Copy to: Dorsey & Whitney LLP
300 Crescent Court
Suite 400
Dallas, TX 75201
Attn: Gina Betts
Phone Number: (214) 981-9910
E-mail: betts.gina@dorsey.com

if to the City: City of Roanoke, Texas
500 S. Oak Street
Roanoke, Texas 76262
Attn: Scott Campbell, City Manager
Phone Number: (817) 491-2411
E-mail: scampbell@roanoketexas.com

Copy to: Brown and Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Attn: Jeffrey L. Moore
Phone Number: (214) 747-6100
E-mail: jmoore@bhlaw.net

- (j) **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Developer unless specifically enumerated herein.
- (k) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (l) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (m) **Undocumented Workers.** The Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, the Developer is convicted of a violation under 8 U.S.C. § 1324a(f), the Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies the Developer of the violation.
- (n) The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:
 - (1) <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf> ,
 - (2) <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf> , or
 - (3) <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Each of the Underwriters understands "affiliate"

to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

- (o) **Survival.** The rights and obligations of the respective parties in Sections 6(b) and 9 of this Agreement will survive any termination of this Agreement.
- (p) **Delegated Authority.** The City hereby designates the City Manager as the representative of the City and delegates to the City Manager the authority to take all actions required of the City under this Agreement, except for those actions which are reserved to the City Council by State law or the action of the City Council.
- (q) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).
- (r) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- (s) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

CITY:

CITY OF ROANOKE, TEXAS,
a Texas home-rule municipality

By: _____

Carl E. Gierisch, Jr., Mayor

Date Signed: _____

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

DEVELOPER:

**NORTH TEXAS HOTEL DEVELOPMENT
GROUP LLC**
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

Exhibit A

Legal Description and/or Depiction of the Property



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Ordinance No. 2022-130 amending Appendix A - Fee Schedule of the City of Roanoke Code of Ordinances.

MEETING DATE: September 13, 2022

DEPARTMENT: Finance

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2022-130 amending Appendix A - Fee Schedule of the City of Roanoke Code of Ordinances.

INFORMATION:

The City of Roanoke adopted a fee ordinance in June, 2003. Various amendments have been approved by the City Council over the past several years. Staff reviewed all related fees during the FY2022-23 budget process. This ordinance will repeal Appendix A in its entirety and replace it with the Fee Schedule attached as Exhibit A.

STAFF RECOMMENDATION:

Staff Recommends Approval

SPECIAL CONSIDERATION:

NA

FINANCIAL CONSIDERATION:

Fees recommended for the FY2022-23 Fiscal Year

ATTACHMENTS:

1. ORD NO. 2022-130 - Amending Fee Schedule - Markup
2. ORD NO. 2022-130 - Amending Fee Schedule - Final

ORDINANCE No. 2022-130

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING APPENDIX A – FEE SCHEDULE, OF THE CODE OF ORDINANCES, PROVIDING A SAVINGS CLAUSE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, it is the intent of the City Council to set fees for services provided by the various city departments; and

WHEREAS, the City Council of the City of Roanoke, Texas adopted a Fee Schedule, Appendix A of the Code of Ordinances on June 10, 2003, with the approval of Ordinance No. 2003-108; and

WHEREAS, the City Council has adopted multiple amendments to specific sections of the fee ordinance over the years with the approval of various Ordinances; and

WHEREAS, the City Council desires to repeal Appendix A, Fee Schedule, in its entirety and replace it with the Fee Schedule attached hereto as Exhibit A.

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

Section 1. FINDINGS INCORPORATED

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

Section 2. That Appendix A – Fee Schedule of the Code of Ordinances, City of Roanoke, Texas, is hereby repealed in its entirety, and is replaced with a new Appendix A – Fee Schedule of the Code of Ordinances of the City of Roanoke, Texas, which is attached hereto as ***Exhibit A***, and incorporated herein for all purposes.

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, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 13th day of September, 2022.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

EXHIBIT A
APPENDIX A - FEE SCHEDULE

ARTICLE 1.000. - ADMINISTRATIVE FEES

Copies	Personal documents	\$0.25
Copies	Public information request	State Fee Schedule
Fax Charge	to Send	\$1.00
Fax Charge	Per each page Sent or Received	\$0.10
Return Check Fee (NSF)		\$30.00
Credit Card Processing Fee		5% of total payment
Utility Billing Mailing List		\$30.00
Labels for Mailing		\$40.00
Maps		Cost
Library Non-resident Fee	Per person	\$25.00
Family Non-Resident maximum fee	Per Household	\$50.00
3D Printing Fees	Per Gram	\$0.10
Library Late Fees-Books, Audio, DVDs	Per day (one day grace period)	\$0.25
Library Late Fees-Video Games	Per day (one day grace period)	\$0.50
Maximum Late Fee	\$10.00 or the cost of the item (whichever is lower)	
Lost Library Card	\$1.00	
Lost Item Fee	Replacement Cost + \$5.00 reprocessing fee	
Library Non-resident Exam Fee	Per Exam	\$25.00

Printed Ordinances	
Sewer Use Ordinance	\$7.00
Standard Construction Specifications	\$27.50
Subdivision Ordinance	\$27.50
Zoning Ordinance	\$30.00
Subdivision & Zoning	\$55.00
Combined Book (Zoning, Subdivision, Const. Specs)	\$85.00

ARTICLE 2.000. - RECREATION MEMBERSHIPS AND RELATED FEES

Community Swimming Pool Fees		
Resident	42" and under	Free
Resident	Over 42"	\$2.00
Non-Resident	42" and under	Free
Non-Resident	Over 42"	\$6.00
Daycare (all people)		\$3.00
Guest of Resident (resident must be present)		\$3.00
Resident Individual Season		\$30.00
Resident Family Season		\$100.00
Non-Resident Individual Season		\$60.00
Non-Resident Family Season		\$200.00
Pool Entrance Fees with annual Recreation Center membership:		
Resident Individual Season		\$25.00
Resident Family Season		\$75.00
Non-Resident Individual Season		\$50.00
Non-Resident Family Season		\$150.00
Swim Lessons:		
Resident		\$55.00
Non-Resident		\$70.00
Discount for each additional child		\$5.00
Baseball and Softball Fields		
Field	Per hour	\$15.00
Field and Lights	Per hour	\$25.00
Recreation Center		
*Monthly payment option is payable by bank draft only.		
Resident		
Single	Annually	\$324.00
Single	Monthly	\$30.00
Household	Annually	\$378.00
Household	Monthly	\$35.00
Senior—65 or older		Free
Active Military/Veteran	Annually	\$216.00
Active Military/Veteran	Monthly	\$20.00
Active Military/Veteran Family	Annually	\$270.00
Active Military/Veteran Family	Monthly	\$25.00
City Employee		Free

City Employee—Family		Annually	\$216.00
City Board Members and Family			Free
Business			
Single		Annually	\$432.00
Single		Monthly	\$40.00
Household		Annually	\$507.00
Household		Monthly	\$47.00
Senior—65 or older/Active Military/Veteran		Annually	\$324.00
Senior—65 or older/Active Military/Veteran		Monthly	\$30.00
Senior/Active Military/Veteran Family		Annually	\$378.00
Senior/Active Military/Veteran Family		Monthly	\$35.00
Non-Resident			
Single		Annually	\$540.00
Single		Monthly	\$50.00
Household		Annually	\$648.00
Household		Monthly	\$60.00
Senior—65 or older/Active Military/Veteran		Annually	\$432.00
Senior—65 or older/Active Military/Veteran		Monthly	\$40.00
Senior/Active Military/Veteran Family		Annually	\$486.00
Senior/Active Military/Veteran Family		Monthly	\$45.00
Aerobic Classes	Free with Paid Membership		Free
Childcare	Maximum 2 hours	Hourly	\$1.00
Court Rental Fee	(One court only)	Hourly	\$40.00
Classroom Rental Fee	One room	Hourly	\$30.00
Classroom Rental Fee	Two rooms	Hourly	\$50.00
Daily Admission Fee for Building		Daily	\$10.00
Class Fees			
\$2.00 discount per class for residents			
League Fees			
Resident			\$90.00
Non-resident			\$150.00 105.00
\$5.00 discount for additional family member living in same household			

ARTICLE 3.000. - BUSINESS RELATED FEES

Initial and Annual Business Registration Fee		\$25.00
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Commercial Certificate of Occupancy <u>and Business Permit</u> Application			\$100.00 <u>125.00</u>
Alcohol Permit Fees	Permit fees shall be ½ of the state permit fee		Annually
Sexually Oriented Business		Annual	\$500.00
Agent (each)			\$50.00
Carnival Buildings			\$200.00
Food and Health Service Permits and Fees:			
Permanent Food Establishment Permit		Annual	\$400.00
Mobile Food Vendor	Hot and Cold truck	Annual	\$200.00
Seasonal Vendor	Farmers Market	Annual	\$200.00 <u>\$390.00</u>
<u>Seasonal Vendor</u>	<u>Farmers Market</u>	<u>Monthly</u>	<u>\$80.00</u>
<u>Seasonal Vendor</u>	<u>Farmers Market</u>	<u>Per Day</u>	<u>\$25.00</u>
Temporary Event	Hot and Cold	Per Event	\$100.00
Complaint Investigation			No fee
Health Plan Review	New Business		\$150.00
Health Final and CO Inspection	New Business		\$150.00
Public Swimming Pool	Per Body of Water	Annual	\$200.00
Re-inspections	For follow up inspections, failing scores or non-compliance, no fee for first re-inspection	Per re-inspection	\$150.00
Vendor Temporary Permit:			\$100.00
Land Owner	If on land owner property need plot plan		\$25.00
Portable Sign Permit	New business/owner	30 days	\$25.00
Banner Sign Permit	New business/owner	30 days	\$25.00
Tent Permit		30 days	\$30.00
Solicitors Permit fee for firm, corporation or organization (Single person)		Annual	\$35.00
Solicitors Permit for each additional employee or volunteer		Annual	\$15.00

ARTICLE 4.000. - BUILDING AND CONSTRUCTION FEES

Commercial Building Permit Fees	Valuation
\$50.00 minimum fee	\$1.00 to \$500.00
\$50.00 for the first \$500 plus \$6.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$501.00 to \$2,000.00
\$150.00 for the first \$2,000 plus \$30.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$2,001.00 to \$25,000.00
\$840.00 for the first \$25,000 plus \$21.60 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$25,001.00 to \$50,000.00
\$1,380.00 for the first \$50,000 plus \$15.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$50,001.00 to \$100,000.00

\$2,130.00 for the first \$100,000 plus \$12.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00		\$100,001.00 to \$500,000.00	
\$6,930.00 for the first \$500,000 plus \$10.20 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00		\$500,001.00 to \$1,000,000.00	
\$12,030.00 for the first \$1,000,000 plus \$6.60 for each additional \$1,000.00, or fraction thereof		\$1,000,001.00 and up	
Permit Re-Inspection Fee	Per instance	\$100.00	
Special Use Permits	Per application	\$200.00	
Certificate of Occupancy		\$100.00	
Change in Occupancy		\$100.00	
Temporary Certificate of Occupancy	Per 30 Days	\$250.00	
Electrical, Plumbing, or Mechanical Permit		\$75.00	
Building Permit Fees for Residential Dwellings Combination permit fees (building, electrical, plumbing, and mechanical). The general contractor shall obtain a combination permit for all construction requiring inspection by more than one trade inspector. Subcontractors are not required to obtain separate permits when serving as the registered subcontractor for a combination permit. Each subcontractor working under a general contractor’s combination permit shall notify the inspections department and submit all required information prior to any inspection.			
	New Construction	Additions	Alterations
<u>R3 Residential Dwellings</u> (Detached one and two family dwellings, townhomes not more than 3-stories in height with a separate means of egress)	\$.80 / Square Foot Total Area Under Roof	\$ 1.10 / Square Foot Total Area of Addition	\$ 1.10 / Square Foot of Alteration Area
<u>R2 Residential Dwellings</u> (Apartments, condominiums, three and four family dwellings, etc.)	\$.60 / Square Foot Total Area Under Roof	\$ 1.10 / Square Foot Total Area of Addition	\$ 1.10 / Square Foot of Alteration Area
<u>Simple Alteration Permits</u> Projects in which square footage does not apply as determined by the Building Official. (Window replacement, foundation repair	Flat fee \$150.00		
<u>Residential Plan Review</u> 45% of residential building fee in addition to building permit fee			
Accessory Buildings			
Residential—Temporary	Less than 120 sq. ft.	\$15.00	
Residential—Permanent	Greater than 120 sq. ft.	\$100.00	
Fence Permits			
Wood, chain link, metal vinyl	Per lot or tract	\$15.00	
Over 6'	Per lot or tract	\$50.00	
Masonry, Wrought Iron	Per lot or tract	\$50.00	

Masonry screening wall-Commercial		Valuation
Retaining walls - Commercial		Valuation
Fence repair/replacement—Natural disaster or fire		No fee
Other Permits		
Residential Swimming Pool Permit		\$300.00
Residential Hot Tubs, or Fountains		\$200.00
Residential Solar Panels		\$50.00
Patio Cover, Arbor, Pergola		\$50.00
Residential Reroofing		\$50.00
Driveway/Flatwork	Residential/private property	\$15.00
Mobile Home Permit	Per Lot	\$200.00
Demolition Permit		\$100.00
Commercial Signs		Valuation
Residential Irrigation Permit		\$50.00
Commercial Irrigation Fees	Underground vault	\$75.00
Commercial Irrigation Fees	1—250 sprinkler heads	\$30.00
Commercial Irrigation Fees	251—1,000 sprinkler heads	\$65.00
Trench Excavation Permit Fees	250 Linear feet or less	\$50.00 + .05 per line
Trench Excavation Permit Fees	215 to 1,000 Linear feet	\$100.00 + .05 per line
Trench Excavation Permit Fees	1,001 Linear feet or longer	\$250.00 + .05 per line
Plan Review Fee	2% of Public Improvement Value	
Design Review and Inspection Fee	6% of Public Improvement Value plus \$250.00 re-review fee (after the first two submittals)	
Rental Property Registration Fee	One-Family and Two-Family –Annual Application	\$50.00

ARTICLE 5.000. - DEVELOPMENT & ZONING RELATED FEES

Variance Request	Per request	\$200.00
Special Exception Application	Per request	\$200.00
Site Plan Application Fee		\$400.00
Grading Excavation and Fill Permit		\$75.00
Revised Grading Plan	Per platted development	\$100.00
Change to approved plans	Min. 1 hr.	\$100.00
Preliminary Plat		\$300.00 +\$10.00 per acre
Final Plat		\$300.00 +\$10.00 per acre
Re-platting		\$250.00
Amending/Minor Plat		\$250.00
Planned Development Zoning		\$300.00

Zoning Change		\$250.00 + \$10.00 per acre
Zoning Board Appeal		\$100.00
Parkland Dedication Requirements		Ch. 9, Sec. 9.201(d)(1)
Tree Removal Permit	Per protected tree – Not to exceed \$2,000.00 per application	\$100.00

ARTICLE 6.000. – SPECIAL EVENT AND FACILITY RENTAL FEES

Special Events - Event Permit Fees and Deposit Fees (Applicable to private, commercial, educational and non-profit entities)				
<i>Event Size</i>	<i>Event Organizer Permit Fee</i>	<i>Permit Deposit</i>	<i>Minimum Notification & Request Days Prior to Event</i>	<i>Due Date for Permits, Insurance & Indemnification (working days before event)</i>
Under 100 persons	\$30.00	\$250.00	90 days	30 days
100-499 persons	\$60.00	\$500.00	120 days	30 days
500-999 persons	\$120.00	\$1,000.00	180 days	60 days
1,000-2999 persons	\$180.00	\$1,500.00	270 days	60 days
3000-4999 persons	\$250.00	\$2000.00	360 days	90 days
5000 + persons	\$500.00	\$2500.00	360 days	90 days
Special Events – Individual Permits (if applicable)				
Landowners Permit	\$25.00		If event takes place on private property not belonging to event organizer or the City of Roanoke.	
Vendor Fee – Private Event	\$0.00		Required that Event Organizer submit a Special Event Permit. Vendor fees non-applicable.	
Vendor Fee – Commercial Event	\$0.00		Required that Event Organizer submit a Special Event Permit. Vendor fees non-applicable.	
Vendor Fee – City Event Non-Food Vendor	\$200.00		Tent, table, chairs included	
Vendor Fee – City Event Food / Beverage Vendor	\$300.00		Tent, table, chairs included Includes Health Inspection	

Food Vendor – Health Inspection	\$100.00	See Article 3.000 Business Related Fees
Street Closing Fee— (City delivers and retrieves barricades)	\$100.00 for first block, \$50.00 per block thereafter	Required if event will hinder, block or obstruct traffic flow, sidewalks, intersections or alleys.
Police Traffic Detail & Escort	\$50.00 hr. per officer w/ 3 hour minimum	Required if event needs police to direct traffic, lead/escort attendees.
Emergency Medical Personnel (EMS)	\$50.00 hr. per EMS w/ 3 hour minimum	100 – 3000 ppl = 3 EMS, 1 cart 3000+ ppl = 7 EMS, 1 cart
Tent, Canopy or Membrane	\$30.00	Required if tents, canopies or membranes exceed 200 square feet
Application for Filming within City	\$25.00	

Special Events – Facility Rental Fees

Facility	Max Attendance	Hourly Residents Rate	Special permit fee	Deposit	Minimum Resident Fees	Minimum Non- Resident Fees
Austin Street Plaza	250	\$50 hr. w/ 3 hr. min (\$150)	\$60	\$500	\$210	\$252
Cannon Park Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30	\$250	\$90	\$108
Cannon Park -Full Park	500+	\$100 hr. w/ 3 hr. min (\$300)	\$120	\$1000	\$420	\$504
City Hall Community Room	25	\$25 ½ day (4 hours or less) \$50 Full day (7 hours or less)	\$0	\$50	\$25	\$30
City Hall Plaza	250	\$50 hr. w/ 3 hr. min (\$150)	\$60	\$500	\$210	\$252
Fairplay Park Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30	\$250	\$90	\$108
Fairplay Park – Full Park	500+	\$100 hr. w/ 3 hr. min (\$300)	\$120	\$1000	\$420	\$504

Fairplay Park - Pool	150	\$100 hr. w/ 2 hr. min (\$200)	\$50	\$500	\$250	\$450
Library Conference - Small	10+	\$10 hr. w/ no min	\$0	\$250	\$10	\$12
Library Conference - Large	100	\$75 hr. w/ 3 hr. min (\$225)	\$30	\$500	\$255	\$305
Roanoke Community Center	150	\$150.00 ½ day rental (AM or PM) \$300.00 full day rental	\$0	\$500	\$150	\$250.00
Recreation Center - Small	25	\$30 hr. w/ no min	\$0	\$250	\$30	\$36
Recreation Center - Large	50	\$50 hr. w/ no min	\$0	\$500	\$50	\$60
Recreation Center - Full	200	\$250 w/ 3 hr. min (\$750)	\$60	\$1000	\$810	\$912
Community Park - Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30	\$250	\$90	\$108
Community Park/Pond	500+	\$200 hr. w/ 3 hr. min (\$600)	\$120	\$1000	\$720	\$864

- 1) Additional rental hours over minimum to be charged at 50% of base rate.
- 2) Non-profits may be offered a discounted resident rate with proof of 501c3 status.
- 3) Non-residents will be charged additional fees of at least 20% over the resident rate.
- 4) City of Roanoke Employee rental rate to be charged at 25% of base rate with permit fee waived. Employee extended family rentals aligns to same as City Bereavement extended family policy.

ARTICLE 7.000. - UTILITIES RELATED FEES

	Water and Wastewater Rates		
Minimum Charge Based on Meter Size	Water		WasteWater
3/4"	\$22.00		\$20.50
1" — Residential	\$31.43		\$31.00
1" — Commercial	\$55.00		\$51.00
1.5"	\$110.00		\$102.50
2"	\$176.00		\$164.00
3"	\$330.00		\$307.25
4"	\$550.00		\$512.00
6"	\$1,100.00		\$1,023.75
8"	\$1,760.00		\$1,638.00
10"	\$2,530.00		\$2,357.50

	Roanoke residents age 65 or older will receive a \$2.00 discount on both water and wastewater minimum charges for all meter sizes listed above.
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	Volume Rate per 1,000 gallons	
All Customer Classes		Water
2,001—5,000		\$2.56 <u>2.79</u>
5,001—10,000		\$4.69
10,001—15,000		\$5.98
15,001—25,000		\$7.18
Over 25,000 gallons		\$8.37
Residential and Multi-family		Wastewater
2,001—10,000		\$6.93 <u>7.99</u>
	(Residential wastewater capped at 10,000 gallons)	
Commercial and Industrial		Wastewater
over 2,001 gallons		\$6.93 <u>7.99</u>
	Meter Deposits (Additional Deposits may be added to accounts cut-off for non-payment)	
All Residential Meters		\$75.00 <u>90.00</u>
Commercial 3/4"		\$150.00
1"		\$225.00
1.5"		\$500.00
2"		\$800.00
3"		\$1,700.00
4"		\$2,500.00
6"		\$5,000.00
8"		\$8,000.00
10"		\$11,500.00
12"		\$16,000.00
Fire Hydrant Meter		\$2,500.00 <u>4,500.00</u>
	Meter Fees	
3/4"		\$250.00 <u>350.00</u>
1"		\$400.00 <u>480.00</u>
1.5"		\$800.00 <u>1,315.00</u>
2"		\$2,500.00 <u>2,985.00</u>
3"		\$3,000.00 <u>3,455.00</u>
4"		\$3,500.00 <u>5,060.00</u>

6"			\$5,000.00 <u>6,588.00</u>	
8"			\$6,000.00 <u>8,912.00</u>	
10"			\$7,000.00 <u>Market Price</u>	
12"			\$8,000.00 <u>Market Price</u>	
	Cross Connection Fees			
3/4"			\$50.00	
1"			\$75.00	
1.5"			\$150.00	
2"			\$275.00	
3"			\$575.00	
4"			\$850.00	
6"			\$1,500.00	
8"			\$2,500.00	
10"			\$3,750.00	
12"			\$5,250.00	
Roanoke Impact Fees		Roanoke Water	Fort Worth Water *	Roanoke Wastewater
3/4" Single Family Residential - Simple		\$1,982.00	<u>\$1,981.00</u>	\$347.00
1" Single Family Residential - Simple		\$3,370.00	<u>\$4,953.00</u>	\$589.00
1.5" Single Family Residential - Simple		\$6,542.00	<u>\$9,905.00</u>	\$1,144.00
2" Single Family Residential - Simple		\$10,507.00	<u>\$15,848.00</u>	\$1,838.00
2" Commercial/Retail - Compound		\$10,507.00	<u>\$15,848.00</u>	\$1,838.00
2" Commercial/Retail - Turbine		\$13,282.00	<u>\$15,848.00</u>	\$2,323.00
3" Commercial/Retail/Multi Family -Compound		\$21,212.00	<u>\$43,087.00</u>	\$3,710.00
3" Commercial/Retail/Multi Family - Turbine		\$31,719.00	<u>\$43,087.00</u>	\$5,548.00
4" Commercial/Retail/Multi Family -Compound		\$33,107.00	<u>\$74,288.00</u>	\$5,790.00
4" Commercial/Retail/Multi-Family - Turbine		\$55,509.00	<u>\$74,288.00</u>	\$9,708.00
6" Industrial - Compound		\$66,016.00	<u>\$158,480.00</u>	\$11,546.00
6" Industrial - Turbine		\$121,525.00	<u>\$158,480.00</u>	\$21,254.00
8" Industrial - Compound		\$105,665.00	<u>\$277,340.00</u>	\$18,481.00
8" Industrial - Turbine		\$211,528.00	<u>\$277,340.00</u>	\$36,996.00
10" Industrial - Compound		\$303,911.00	<u>\$416,010.00</u>	\$53,153.00
10" Industrial - Turbine		\$330,476.00	<u>\$416,010.00</u>	\$57,779.00
12" Industrial - Turbine		\$436,141.00	Price Not Provided	\$76,280.00
*City of Fort Worth Impact Fees are Subject to Change				
	PRO-RATA Water Line Charges			
Walnut Street			\$12.95	
Parrish Lane			\$12.95	

Benson Lane		\$9.00
Henrietta Creek Road		\$9.00
	Other Utility Related Fees	
Late Utility Payment Fee		10% of outstanding balance (\$2.50 minimum)
Reconnect Fee for non-payment		\$25.00
Transfer Fee		\$25.00
Failure to return fire hydrant for reading monthly		\$550.00
Water Meter Re-read Charge (All Customers are allowed one re-read annually at no charge; a charge will be assessed for all others unless the meter has been misread.)		\$10.00
After Hours Service Fee (per trip)		\$25.00
Tampering Fee — Locked or Plugged meters (Plus Misdemeanor Charges will be filed for theft of service)		\$75.00
Curb Stop Repair		\$50.00
Negligent Damage to equipment (includes locks, meters and associated electronic equipment)		Replacement Cost
Excess bulk trash drop-off fee per vehicle		\$25.00
Excess bulk trash drop-off fee per trailer (one free per household per year)		\$50.00

ARTICLE 8.000. - PUBLIC WORKS RELATED FEES

Maintenance Worker	Hourly	\$40.00
Equipment Operator	Hourly	\$60.00
Supervisory Staff	Hourly	\$80.00
Small Lawn Equipment		\$30.00
36" Mower		\$40.00
48" Mower		\$50.00
60" Mower		\$75.00
144" Mower		\$150.00
Small Construction Equipment		\$50.00
Service Vehicle		\$100.00
1½ and 2 Ton Vehicles		\$150.00
Backhoe		\$200.00
Project Related Rentals		Actual Cost

ARTICLE 9.000. - FIRE AND PUBLIC SAFETY RELATED FEES

EMS Service Fees—Ambulance		
Resident	Basic Life Support	\$1000.00

Non-resident	Basic Life Support	\$1350.00
Resident	Advanced Life Support	\$1200.00
Non-resident	Advanced Life Support	\$1350.00
Specialty Care Transport		\$1350.00
Mileage	Per mile	\$20.00
Oxygen	When Administered	\$125.00
Disposables	Basic Life Support	\$200.00
Disposables	Advanced Life Support	\$350.00
New Sprinkler Installation Permit Fees		
New Fire Sprinkler Plans Review Fee		\$100.00
Installation	1 to 10 sprinklers	\$100.00
Installation	11 to 20 sprinklers	\$175.00
Installation	21 to 100 sprinklers	\$250.00
Installation	More than 100	\$250.00
Installation	Plus \$50.00 for each 100 or fraction thereof in excess of 100	
If System includes Fire Pump		\$200.00
If System includes Foam		\$50.00
Each additional Floor		\$40.00
New Fire Alarm Installation Permit Fees		
New Fire Alarm Plans Review Fee		\$100.00
Installation	1 to 4 initiation devices	\$100.00
Installation	5 to 25 devices	\$175.00
Installation	More than 25 devices	\$250.00
Installation	Plus \$50.00 for each 100 or fraction thereof in excess of 25	
New Suppression Systems		
(CO 2 , Dry Chemical, FM 200, Intergen, Water Mist, etc.)		
Installation	1 to 5 nozzles	\$100.00
Installation	More than 5	\$175.00
Installation	Plus \$20.00 per nozzle in excess of 5	
Pre-fabricated hood/duct systems	Each hood	\$50.00
Permits		
*A one-time permit shall be obtained from the Bureau of Fire Prevention prior to engaging in the following activities, operations, practices or functions		
Aerosol Products		\$50.00
Automobile Wrecking Yard		\$250.00
Battery Systems (liquid)		\$50.00
Blasting Agents		\$200.00
Compressed gases		\$50.00

Dry Cleaning Plant			\$50.00
Dust-producing Operations			\$50.00
Flammable or combustible liquids			\$100.00
Fumigation or Thermal Insect Fogging			\$100.00
Hazardous Material Storage – Table UFC 105		Per unit	\$25.00
High Piled Combustible Storage			\$100.00
Liquefied Petroleum Gas Distribution			\$100.00
Motor Vehicle Fuel Station			\$50.00
Open Burning		Non-resident	\$100.00
Pyrotechnic Displays			\$100.00
Radioactive Materials			\$100.00
Spraying or Dipping Process			\$100.00
Temporary Structures, Tents and Canopies		Each	\$25.00
Tire Storage – Used Tires			\$25.00
Underground Storage Tank Removal		Per tank	\$25.00
All Inspections		Greater than 2	\$50.00
Accident Reports		Each	\$5.00
Accident Reports -Certified		Each	\$5.00
Golf Cart Registration Permit		Each	\$25.00

ARTICLE 10.000. - ANIMAL CONTROL RELATED FEES

Impoundment of Neutered Animals			
Impoundment (Daily fee plus additional per Offense as listed below)			\$10.00
1st Impoundment			\$30.00
2nd Impoundment			\$50.00
3rd Impoundment			\$75.00
4th Impoundment			\$150.00
5th Impoundment			\$150.00
Animal Removal from privately owned traps			\$30.00
Replacement Tag Fee	Per Animal		\$5.00
Microchip Implanting	Per Animal		\$25.00
Surrender Fee	Per Animal/Residents Only		\$30.00
Euthanization of Animal	Per Animal/Residents Only		\$30.00
Dead Animal Removal	Per Animal		\$30.00
Quarantine Fee	Per Animal	Per Day	\$25.00
Dangerous Dog Permit	Per Animal	Annually	\$50.00

Exotic Pet Fee, Non-Hazardous	Per Animal	Annually	\$20.00
Kennel Fee	Per Animal		\$50.00

ARTICLE 11.000. - MUNICIPAL COURT FEES

The Municipal Court Judge for the City of Roanoke has the authority to set, increase, decrease, or waive Court Fees at his/her discretion and in accordance with the Laws of the State of Texas. The Municipal Court Clerk and/or his/her designated representative shall collect these specified fees at appropriate times and under the directions of the Municipal Court Judge. All applicable States Fees and/or Court Costs shall be added as set forth by the Laws of the State of Texas.

FRANCHISES

The City of Roanoke has granted franchises to the below listed corporations. Copies of the franchises granted are on file in the City Secretary's office and may be inspected during normal business hours. The franchises are adopted herein by reference as if fully set out herein.

Franchise	Ord. No.	Date
Planned Cable System Corporation	82-105	—
Southwestern Bell Telephone Company	92-101	1/7/91
Texas Utilities Electric Company	93-105	7/6/93
Southwestern Bell Telephone Company	97-101	4/4/97
Denton County Electric Cooperative, Inc.	97-125	—
Cable Television	98-151	8/25/98
Millennium Telecom L.L.C. (Telephone)	98-156	11/10/98
Tri-County Electric Cooperative, Inc.	98-158	12/8/98
Charter Communications (Cable)	99-117	—
Tri-County Electric Cooperative, Inc.	2000-100	1/11/00
TXU Gas Distribution (TXU Gas Company)	2000-109	6/13/00
Oncor Electric Company	2002-122	11/12/02
TXU Gas Company	2002-123	11/12/02
Oncor Electric Delivery Company LLC	2013-113	8/27/13

ORDINANCE No. 2022-130

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING APPENDIX A – FEE SCHEDULE, OF THE CODE OF ORDINANCES, PROVIDING A SAVINGS CLAUSE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, it is the intent of the City Council to set fees for services provided by the various city departments; and

WHEREAS, the City Council of the City of Roanoke, Texas adopted a Fee Schedule, Appendix A of the Code of Ordinances on June 10, 2003, with the approval of Ordinance No. 2003-108; and

WHEREAS, the City Council has adopted multiple amendments to specific sections of the fee ordinance over the years with the approval of various Ordinances; and

WHEREAS, the City Council desires to repeal Appendix A, Fee Schedule, in its entirety and replace it with the Fee Schedule attached hereto as Exhibit A.

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

Section 1. FINDINGS INCORPORATED

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

Section 2. That Appendix A – Fee Schedule of the Code of Ordinances, City of Roanoke, Texas, is hereby repealed in its entirety, and is replaced with a new Appendix A – Fee Schedule of the Code of Ordinances of the City of Roanoke, Texas, which is attached hereto as ***Exhibit A***, and incorporated herein for all purposes.

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, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 13th day of September, 2022.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

EXHIBIT A
APPENDIX A - FEE SCHEDULE

ARTICLE 1.000. - ADMINISTRATIVE FEES

Copies	Personal documents	\$0.25
Copies	Public information request	State Fee Schedule
Fax Charge	to Send	\$1.00
Fax Charge	Per each page Sent or Received	\$0.10
Return Check Fee (NSF)		\$30.00
Credit Card Processing Fee		5% of total payment
Utility Billing Mailing List		\$30.00
Labels for Mailing		\$40.00
Maps		Cost
Library Non-resident Fee	Per person	\$25.00
Family Non-Resident maximum fee	Per Household	\$50.00
3D Printing Fees	Per Gram	\$0.10
Lost Library Card	\$1.00	
Lost Item Fee	Replacement Cost + \$5.00 reprocessing fee	
Library Non-resident Exam Fee	Per Exam	\$25.00

Printed Ordinances	
Sewer Use Ordinance	\$7.00
Standard Construction Specifications	\$27.50
Subdivision Ordinance	\$27.50
Zoning Ordinance	\$30.00
Subdivision & Zoning	\$55.00
Combined Book (Zoning, Subdivision, Const. Specs)	\$85.00

ARTICLE 2.000. - RECREATION MEMBERSHIPS AND RELATED FEES

Community Swimming Pool Fees		
Resident	42" and under	Free
Resident	Over 42"	\$2.00
Non-Resident	42" and under	Free
Non-Resident	Over 42"	\$6.00
Daycare (all people)		\$3.00
Guest of Resident (resident must be present)		\$3.00
Resident Individual Season		\$30.00
Resident Family Season		\$100.00
Non-Resident Individual Season		\$60.00
Non-Resident Family Season		\$200.00
Pool Entrance Fees with annual Recreation Center membership:		
Resident Individual Season		\$25.00
Resident Family Season		\$75.00
Non-Resident Individual Season		\$50.00
Non-Resident Family Season		\$150.00
Swim Lessons:		
Resident		\$55.00
Non-Resident		\$70.00
Discount for each additional child		\$5.00
Baseball and Softball Fields		
Field	Per hour	\$15.00
Field and Lights	Per hour	\$25.00
Recreation Center		
*Monthly payment option is payable by bank draft only.		
Resident		
Single	Annually	\$324.00
Single	Monthly	\$30.00
Household	Annually	\$378.00
Household	Monthly	\$35.00
Senior—65 or older		Free
Active Military/Veteran	Annually	\$216.00
Active Military/Veteran	Monthly	\$20.00
Active Military/Veteran Family	Annually	\$270.00
Active Military/Veteran Family	Monthly	\$25.00
City Employee		Free

City Employee—Family		Annually	\$216.00
City Board Members and Family			Free
Business			
Single		Annually	\$432.00
Single		Monthly	\$40.00
Household		Annually	\$507.00
Household		Monthly	\$47.00
Senior—65 or older/Active Military/Veteran		Annually	\$324.00
Senior—65 or older/Active Military/Veteran		Monthly	\$30.00
Senior/Active Military/Veteran Family		Annually	\$378.00
Senior/Active Military/Veteran Family		Monthly	\$35.00
Non-Resident			
Single		Annually	\$540.00
Single		Monthly	\$50.00
Household		Annually	\$648.00
Household		Monthly	\$60.00
Senior—65 or older/Active Military/Veteran		Annually	\$432.00
Senior—65 or older/Active Military/Veteran		Monthly	\$40.00
Senior/Active Military/Veteran Family		Annually	\$486.00
Senior/Active Military/Veteran Family		Monthly	\$45.00
Aerobic Classes	Free with Paid Membership		Free
Childcare	Maximum 2 hours	Hourly	\$1.00
Court Rental Fee	(One court only)	Hourly	\$40.00
Classroom Rental Fee	One room	Hourly	\$30.00
Classroom Rental Fee	Two rooms	Hourly	\$50.00
Daily Admission Fee for Building		Daily	\$10.00
Class Fees			
\$2.00 discount per class for residents			
League Fees			
Resident			\$90.00
Non-resident			\$105.00
\$5.00 discount for additional family member living in same household			

ARTICLE 3.000. - BUSINESS RELATED FEES

Initial and Annual Business Registration Fee		\$25.00
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Commercial Certificate of Occupancy Application			\$100.00
Alcohol Permit Fees	Permit fees shall be ½ of the state permit fee		Annually
Sexually Oriented Business		Annual	\$500.00
Agent (each)			\$50.00
Carnival Buildings			\$200.00
Food and Health Service Permits and Fees:			
Permanent Food Establishment Permit		Annual	\$400.00
Mobile Food Vendor	Hot and Cold truck	Annual	\$200.00
Seasonal Vendor	Farmers Market	Annual	\$200.00
Temporary Event	Hot and Cold	Per Event	\$100.00
Complaint Investigation			No fee
Health Plan Review	New Business		\$150.00
Health Final and CO Inspection	New Business		\$150.00
Public Swimming Pool	Per Body of Water	Annual	\$200.00
Re-inspections	For follow up inspections, failing scores or non-compliance, no fee for first re-inspection	Per re-inspection	\$150.00
Vendor Temporary Permit:			\$100.00
Land Owner	If on land owner property need plot plan		\$25.00
Portable Sign Permit	New business/owner	30 days	\$25.00
Banner Sign Permit	New business/owner	30 days	\$25.00
Tent Permit		30 days	\$30.00
Solicitors Permit fee for firm, corporation or organization (Single person)		Annual	\$35.00
Solicitors Permit for each additional employee or volunteer		Annual	\$15.00

ARTICLE 4.000. - BUILDING AND CONSTRUCTION FEES

Commercial Building Permit Fees	Valuation
\$50.00 minimum fee	\$1.00 to \$500.00
\$50.00 for the first \$500 plus \$6.60 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$501.00 to \$2,000.00
\$150.00 for the first \$2,000 plus \$30.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$2,001.00 to \$25,000.00
\$840.00 for the first \$25,000 plus \$21.60 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$25,001.00 to \$50,000.00
\$1,380.00 for the first \$50,000 plus \$15.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$50,001.00 to \$100,000.00
\$2,130.00 for the first \$100,000 plus \$12.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$100,001.00 to \$500,000.00

\$6,930.00 for the first \$500,000 plus \$10.20 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00		\$500,001.00 to \$1,000,000.00	
\$12,030.00 for the first \$1,000,000 plus \$6.60 for each additional \$1,000.00, or fraction thereof		\$1,000,001.00 and up	
Permit Re-Inspection Fee	Per instance	\$100.00	
Special Use Permits	Per application	\$200.00	
Certificate of Occupancy		\$100.00	
Change in Occupancy		\$100.00	
Temporary Certificate of Occupancy	Per 30 Days	\$250.00	
Electrical, Plumbing, or Mechanical Permit		\$75.00	
Building Permit Fees for Residential Dwellings Combination permit fees (building, electrical, plumbing, and mechanical). The general contractor shall obtain a combination permit for all construction requiring inspection by more than one trade inspector. Subcontractors are not required to obtain separate permits when serving as the registered subcontractor for a combination permit. Each subcontractor working under a general contractor’s combination permit shall notify the inspections department and submit all required information prior to any inspection.			
	New Construction	Additions	Alterations
<u>R3 Residential Dwellings</u> (Detached one and two family dwellings, townhomes not more than 3-stories in height with a separate means of egress)	\$.80 / Square Foot Total Area Under Roof	\$ 1.10 / Square Foot Total Area of Addition	\$ 1.10 / Square Foot of Alteration Area
<u>R2 Residential Dwellings</u> (Apartments, condominiums, three and four family dwellings, etc.)	\$.60 / Square Foot Total Area Under Roof	\$ 1.10 / Square Foot Total Area of Addition	\$ 1.10 / Square Foot of Alteration Area
<u>Simple Alteration Permits</u> Projects in which square footage does not apply as determined by the Building Official. (Window replacement, foundation repair	Flat fee \$150.00		
<u>Residential Plan Review</u> 45% of residential building fee in addition to building permit fee			
Accessory Buildings			
Residential—Temporary	Less than 120 sq. ft.	\$15.00	
Residential—Permanent	Greater than 120 sq. ft.	\$100.00	
Fence Permits			
Wood, chain link, metal vinyl	Per lot or tract	\$15.00	
Over 6'	Per lot or tract	\$50.00	
Masonry, Wrought Iron	Per lot or tract	\$50.00	
Masonry screening wall-Commercial		Valuation	
Retaining walls - Commercial		Valuation	

Fence repair/replacement—Natural disaster or fire		No fee
Other Permits		
Residential Swimming Pool Permit		\$300.00
Residential Hot Tubs, or Fountains		\$200.00
Residential Solar Panels		\$50.00
Patio Cover, Arbor, Pergola		\$50.00
Residential Reroofing		\$50.00
Driveway/Flatwork	Residential/private property	\$15.00
Mobile Home Permit	Per Lot	\$200.00
Demolition Permit		\$100.00
Commercial Signs		Valuation
Residential Irrigation Permit		\$50.00
Commercial Irrigation Fees	Underground vault	\$75.00
Commercial Irrigation Fees	1—250 sprinkler heads	\$30.00
Commercial Irrigation Fees	251—1,000 sprinkler heads	\$65.00
Trench Excavation Permit Fees	250 Linear feet or less	\$50.00 + .05 per line
Trench Excavation Permit Fees	215 to 1,000 Linear feet	\$100.00 + .05 per line
Trench Excavation Permit Fees	1,001 Linear feet or longer	\$250.00 + .05 per line
Plan Review Fee	2% of Public Improvement Value	
Design Review and Inspection Fee	6% of Public Improvement Value plus \$250.00 re-review fee (after the first two submittals)	
Rental Property Registration Fee	One-Family and Two-Family –Annual Application	\$50.00

ARTICLE 5.000. - DEVELOPMENT & ZONING RELATED FEES

Variance Request	Per request	\$200.00
Special Exception Application	Per request	\$200.00
Site Plan Application Fee		\$400.00
Grading Excavation and Fill Permit		\$75.00
Revised Grading Plan	Per platted development	\$100.00
Change to approved plans	Min. 1 hr.	\$100.00
Preliminary Plat		\$300.00 + \$10.00 per acre
Final Plat		\$300.00 + \$10.00 per acre
Re-platting		\$250.00
Amending/Minor Plat		\$250.00
Planned Development Zoning		\$300.00
Zoning Change		\$250.00 + \$10.00 per acre
Zoning Board Appeal		\$100.00

Parkland Dedication Requirements		Ch. 9, Sec. 9.201(d)(1)
Tree Removal Permit	Per protected tree – Not to exceed \$2,000.00 per application	\$100.00

ARTICLE 6.000. – SPECIAL EVENT AND FACILITY RENTAL FEES

Special Events - Event Permit Fees and Deposit Fees (Applicable to private, commercial, educational and non-profit entities)				
<i>Event Size</i>	<i>Event Organizer Permit Fee</i>	<i>Permit Deposit</i>	<i>Minimum Notification & Request Days Prior to Event</i>	<i>Due Date for Permits, Insurance & Indemnification (working days before event)</i>
Under 100 persons	\$30.00	\$250.00	90 days	30 days
100-499 persons	\$60.00	\$500.00	120 days	30 days
500-999 persons	\$120.00	\$1,000.00	180 days	60 days
1,000-2999 persons	\$180.00	\$1,500.00	270 days	60 days
3000-4999 persons	\$250.00	\$2000.00	360 days	90 days
5000 + persons	\$500.00	\$2500.00	360 days	90 days
Special Events – Individual Permits (if applicable)				
Landowners Permit	\$25.00		If event takes place on private property not belonging to event organizer or the City of Roanoke.	
Vendor Fee – Private Event	\$0.00		Required that Event Organizer submit a Special Event Permit. Vendor fees non-applicable.	
Vendor Fee – Commercial Event	\$0.00		Required that Event Organizer submit a Special Event Permit. Vendor fees non-applicable.	
Vendor Fee – City Event Non-Food Vendor	\$200.00		Tent, table, chairs included	
Vendor Fee – City Event Food / Beverage Vendor	\$300.00		Tent, table, chairs included Includes Health Inspection	
Food Vendor – Health Inspection	\$100.00		See Article 3.000 Business Related Fees	

Street Closing Fee— (City delivers and retrieves barricades)	\$100.00 for first block, \$50.00 per block thereafter	Required if event will hinder, block or obstruct traffic flow, sidewalks, intersections or alleys.
Police Traffic Detail & Escort	\$50.00 hr. per officer w/ 3 hour minimum	Required if event needs police to direct traffic, lead/escort attendees.
Emergency Medical Personnel (EMS)	\$50.00 hr. per EMS w/ 3 hour minimum	100 – 3000 ppl = 3 EMS, 1 cart 3000+ ppl = 7 EMS, 1 cart
Tent, Canopy or Membrane	\$30.00	Required if tents, canopies or membranes exceed 200 square feet
Application for Filming within City	\$25.00	

Special Events – Facility Rental Fees

Facility	Max Attendance	Hourly Residents Rate	Special permit fee	Deposit	Minimum Resident Fees	Minimum Non-Resident Fees
Austin Street Plaza	250	\$50 hr. w/ 3 hr. min (\$150)	\$60	\$500	\$210	\$252
Cannon Park Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30	\$250	\$90	\$108
Cannon Park -Full Park	500+	\$100 hr. w/ 3 hr. min (\$300)	\$120	\$1000	\$420	\$504
City Hall Community Room	25	\$25 ½ day (4 hours or less) \$50 Full day (7 hours or less)	\$0	\$50	\$25	\$30
City Hall Plaza	250	\$50 hr. w/ 3 hr. min (\$150)	\$60	\$500	\$210	\$252
Fairplay Park Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30	\$250	\$90	\$108
Fairplay Park – Full Park	500+	\$100 hr. w/ 3 hr. min (\$300)	\$120	\$1000	\$420	\$504
Fairplay Park - Pool	150	\$100 hr. w/ 2 hr. min (\$200)	\$50	\$500	\$250	\$450

Library Conference - Small	10+	\$10 hr. w/ no min	\$0	\$250	\$10	\$12
Library Conference - Large	100	\$75 hr. w/ 3 hr. min (\$225)	\$30	\$500	\$255	\$305
Roanoke Community Center	150	\$150.00 ½ day rental (AM or PM) \$300.00 full day rental	\$0	\$500	\$150	\$250.00
Recreation Center - Small	25	\$30 hr. w/ no min	\$0	\$250	\$30	\$36
Recreation Center - Large	50	\$50 hr. w/ no min	\$0	\$500	\$50	\$60
Recreation Center - Full	200	\$250 w/ 3 hr. min (\$750)	\$60	\$1000	\$810	\$912
Community Park - Pavilion	50	\$20 hr. w/ 3 hr. min (\$60)	\$30	\$250	\$90	\$108
Community Park/Pond	500+	\$200 hr. w/ 3 hr. min (\$600)	\$120	\$1000	\$720	\$864

- 1) Additional rental hours over minimum to be charged at 50% of base rate.
- 2) Non-profits may be offered a discounted resident rate with proof of 501c3 status.
- 3) Non-residents will be charged additional fees of at least 20% over the resident rate.
- 4) City of Roanoke Employee rental rate to be charged at 25% of base rate with permit fee waived. Employee extended family rentals aligns to same as City Bereavement extended family policy.

ARTICLE 7.000. - UTILITIES RELATED FEES

	Water and Wastewater Rates		
Minimum Charge Based on Meter Size	Water		WasteWater
3/4"	\$22.00		\$20.50
1" — Residential	\$31.43		\$31.00
1" — Commercial	\$55.00		\$51.00
1.5"	\$110.00		\$102.50
2"	\$176.00		\$164.00
3"	\$330.00		\$307.25
4"	\$550.00		\$512.00
6"	\$1,100.00		\$1,023.75
8"	\$1,760.00		\$1,638.00
10"	\$2,530.00		\$2,357.50
	Roanoke residents age 65 or older will receive a \$2.00 discount on both water and wastewater minimum charges for all meter sizes listed above.		

	Volume Rate per 1,000 gallons	
All Customer Classes		Water
2,001—5,000		\$2.79
5,001—10,000		\$4.69
10,001—15,000		\$5.98
15,001—25,000		\$7.18
Over 25,000 gallons		\$8.37
Residential and Multi-family		Wastewater
2,001—10,000		\$7.99
	(Residential wastewater capped at 10,000 gallons)	
Commercial and Industrial		Wastewater
over 2,001 gallons		\$7.99
	Meter Deposits (Additional Deposits may be added to accounts cut-off for non-payment)	
All Residential Meters		\$90.00
Commercial 3/4"		\$150.00
1"		\$225.00
1.5"		\$500.00
2"		\$800.00
3"		\$1,700.00
4"		\$2,500.00
6"		\$5,000.00
8"		\$8,000.00
10"		\$11,500.00
12"		\$16,000.00
Fire Hydrant Meter		\$4,500.00
	Meter Fees	
3/4"		\$350.00
1"		\$480.00
1.5"		\$1,315.00
2"		\$2,985.00
3"		\$3,455.00
4"		\$5,060.00
6"		\$6,588.00
8"		\$8,912.00
10"		Market Price

12”			Market Price	
	Cross Connection Fees			
3/4"			\$50.00	
1"			\$75.00	
1.5”			\$150.00	
2"			\$275.00	
3”			\$575.00	
4"			\$850.00	
6"			\$1,500.00	
8"			\$2,500.00	
10"			\$3,750.00	
12"			\$5,250.00	
Impact Fees		Roanoke Water	Fort Worth Water *	Roanoke Wastewater
3/4" Single Family Residential - Simple		\$1,982.00	\$1,981.00	\$347.00
1" Single Family Residential - Simple		\$3,370.00	\$4,953.00	\$589.00
1.5" Single Family Residential - Simple		\$6,542.00	\$9,905.00	\$1,144.00
2" Single Family Residential - Simple		\$10,507.00	\$15,848.00	\$1,838.00
2" Commercial/Retail - Compound		\$10,507.00	\$15,848.00	\$1,838.00
2" Commercial/Retail - Turbine		\$13,282.00	\$15,848.00	\$2,323.00
3" Commercial/Retail/Multi Family -Compound		\$21,212.00	\$43,087.00	\$3,710.00
3" Commercial/Retail/Multi Family - Turbine		\$31,719.00	\$43,087.00	\$5,548.00
4" Commercial/Retail/Multi Family -Compound		\$33,107.00	\$74,288.00	\$5,790.00
4" Commercial/Retail/Multi-Family - Turbine		\$55,509.00	\$74,288.00	\$9,708.00
6" Industrial - Compound		\$66,016.00	\$158,480.00	\$11,546.00
6" Industrial - Turbine		\$121,525.00	\$158,480.00	\$21,254.00
8" Industrial - Compound		\$105,665.00	\$277,340.00	\$18,481.00
8" Industrial - Turbine		\$211,528.00	\$277,340.00	\$36,996.00
10" Industrial - Compound		\$303,911.00	\$416,010.00	\$53,153.00
10" Industrial - Turbine		\$330,476.00	\$416,010.00	\$57,779.00
12" Industrial - Turbine		\$436,141.00	Price Not Provided	\$76,280.00
	PRO-RATA Water Line Charges			
Walnut Street			\$12.95	
Parrish Lane			\$12.95	
Benson Lane			\$9.00	
Henrietta Creek Road			\$9.00	

	Other Utility Related Fees	
Late Utility Payment Fee		10% of outstanding balance (\$2.50 minimum)
Reconnect Fee for non-payment		\$25.00
Transfer Fee		\$25.00
Failure to return fire hydrant for reading monthly		\$550.00
Water Meter Re-read Charge (All Customers are allowed one re-read annually at no charge; a charge will be assessed for all others unless the meter has been misread.)		\$10.00
After Hours Service Fee (per trip)		\$25.00
Tampering Fee — Locked or Plugged meters (Plus Misdemeanor Charges will be filed for theft of service)		\$75.00
Curb Stop Repair		\$50.00
Negligent Damage to equipment (includes locks, meters and associated electronic equipment)		Replacement Cost
Excess bulk trash drop-off fee per vehicle		\$25.00
Excess bulk trash drop-off fee per trailer (one free per household per year)		\$50.00

ARTICLE 8.000. - PUBLIC WORKS RELATED FEES

Maintenance Worker	Hourly	\$40.00
Equipment Operator	Hourly	\$60.00
Supervisory Staff	Hourly	\$80.00
Small Lawn Equipment		\$30.00
36" Mower		\$40.00
48" Mower		\$50.00
60" Mower		\$75.00
144" Mower		\$150.00
Small Construction Equipment		\$50.00
Service Vehicle		\$100.00
1½ and 2 Ton Vehicles		\$150.00
Backhoe		\$200.00
Project Related Rentals		Actual Cost

ARTICLE 9.000. - FIRE AND PUBLIC SAFETY RELATED FEES

EMS Service Fees—Ambulance		
Resident	Basic Life Support	\$1000.00
Non-resident	Basic Life Support	\$1350.00
Resident	Advanced Life Support	\$1200.00

Non-resident	Advanced Life Support	\$1350.00
Specialty Care Transport		\$1350.00
Mileage	Per mile	\$20.00
Oxygen	When Administered	\$125.00
Disposables	Basic Life Support	\$200.00
Disposables	Advanced Life Support	\$350.00
New Sprinkler Installation Permit Fees		
New Fire Sprinkler Plans Review Fee		\$100.00
Installation	1 to 10 sprinklers	\$100.00
Installation	11 to 20 sprinklers	\$175.00
Installation	21 to 100 sprinklers	\$250.00
Installation	More than 100	\$250.00
Installation	Plus \$50.00 for each 100 or fraction thereof in excess of 100	
If System includes Fire Pump		\$200.00
If System includes Foam		\$50.00
Each additional Floor		\$40.00
New Fire Alarm Installation Permit Fees		
New Fire Alarm Plans Review Fee		\$100.00
Installation	1 to 4 initiation devices	\$100.00
Installation	5 to 25 devices	\$175.00
Installation	More than 25 devices	\$250.00
Installation	Plus \$50.00 for each 100 or fraction thereof in excess of 25	
New Suppression Systems		
(CO 2 , Dry Chemical, FM 200, Intergen, Water Mist, etc.)		
Installation	1 to 5 nozzles	\$100.00
Installation	More than 5	\$175.00
Installation	Plus \$20.00 per nozzle in excess of 5	
Pre-fabricated hood/duct systems	Each hood	\$50.00
Permits		
*A one-time permit shall be obtained from the Bureau of Fire Prevention prior to engaging in the following activities, operations, practices or functions		
Aerosol Products		\$50.00
Automobile Wrecking Yard		\$250.00
Battery Systems (liquid)		\$50.00
Blasting Agents		\$200.00
Compressed gases		\$50.00
Dry Cleaning Plant		\$50.00
Dust-producing Operations		\$50.00

Flammable or combustible liquids			\$100.00
Fumigation or Thermal Insect Fogging			\$100.00
Hazardous Material Storage – Table UFC 105		Per unit	\$25.00
High Piled Combustible Storage			\$100.00
Liquefied Petroleum Gas Distribution			\$100.00
Motor Vehicle Fuel Station			\$50.00
Open Burning		Non-resident	\$100.00
Pyrotechnic Displays			\$100.00
Radioactive Materials			\$100.00
Spraying or Dipping Process			\$100.00
Temporary Structures, Tents and Canopies		Each	\$25.00
Tire Storage – Used Tires			\$25.00
Underground Storage Tank Removal		Per tank	\$25.00
All Inspections		Greater than 2	\$50.00
Accident Reports		Each	\$5.00
Accident Reports -Certified		Each	\$5.00
Golf Cart Registration Permit		Each	\$25.00

ARTICLE 10.000. - ANIMAL CONTROL RELATED FEES

Impoundment of Neutered Animals			
Impoundment (Daily fee plus additional per Offense as listed below)			\$10.00
1st Impoundment			\$30.00
2nd Impoundment			\$50.00
3rd Impoundment			\$75.00
4th Impoundment			\$150.00
5th Impoundment			\$150.00
Animal Removal from privately owned traps			\$30.00
Replacement Tag Fee	Per Animal		\$5.00
Microchip Implanting	Per Animal		\$25.00
Surrender Fee	Per Animal/Residents Only		\$30.00
Euthanization of Animal	Per Animal/Residents Only		\$30.00
Dead Animal Removal	Per Animal		\$30.00
Quarantine Fee	Per Animal	Per Day	\$25.00
Dangerous Dog Permit	Per Animal	Annually	\$50.00
Exotic Pet Fee, Non-Hazardous	Per Animal	Annually	\$20.00
Kennel Fee	Per Animal		\$50.00

ARTICLE 11.000. - MUNICIPAL COURT FEES

The Municipal Court Judge for the City of Roanoke has the authority to set, increase, decrease, or waive Court Fees at his/her discretion and in accordance with the Laws of the State of Texas. The Municipal Court Clerk and/or his/her designated representative shall collect these specified fees at appropriate times and under the directions of the Municipal Court Judge. All applicable States Fees and/or Court Costs shall be added as set forth by the Laws of the State of Texas.

FRANCHISES

The City of Roanoke has granted franchises to the below listed corporations. Copies of the franchises granted are on file in the City Secretary's office and may be inspected during normal business hours. The franchises are adopted herein by reference as if fully set out herein.

Franchise	Ord. No.	Date
Planned Cable System Corporation	82-105	—
Southwestern Bell Telephone Company	92-101	1/7/91
Texas Utilities Electric Company	93-105	7/6/93
Southwestern Bell Telephone Company	97-101	4/4/97
Denton County Electric Cooperative, Inc.	97-125	—
Cable Television	98-151	8/25/98
Millennium Telecom L.L.C. (Telephone)	98-156	11/10/98
Tri-County Electric Cooperative, Inc.	98-158	12/8/98
Charter Communications (Cable)	99-117	—
Tri-County Electric Cooperative, Inc.	2000-100	1/11/00
TXU Gas Distribution (TXU Gas Company)	2000-109	6/13/00
Oncor Electric Company	2002-122	11/12/02
TXU Gas Company	2002-123	11/12/02
Oncor Electric Delivery Company LLC	2013-113	8/27/13



AGENDA ITEM

TO: Mayor & City Council

SUBJECT: Republic Services Solid Waste Contract

MEETING DATE: September 13, 2022

DEPARTMENT: Assistant City Manager

ITEM SUMMARY:

Consideration and action on approval of a contract between the City of Roanoke and Republic Services of Fort Worth for solid waste and recycling collection.

INFORMATION:

The current solid waste and recycling contract expires December 31, 2022, therefore Republic Services has submitted a new contract based on City Council's prior feedback and direction. Republic's proposal for renewal (see attached) is for five years, with a five year extension and a proposed annual rate increase from 3% to 4%.

STAFF RECOMMENDATION:

Recommend approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Roanoke - Contract - 2023 Solid Waste Recycling Final_clean
2. 2023 Roanoke Rate Sheet

SOLID WASTE AND RECYCLING COLLECTION CONTRACT FOR THE CITY OF ROANOKE, TEXAS

PURPOSE: To form a contract for the collection of Residential and Commercial Garbage and Trash and Recycling Program within the City limits of Roanoke, Texas.

NOW, THEREFORE, in consideration of the following mutual agreements, covenants and considerations contained herein, and Exhibit "A" attached and incorporated into this document, the City of Roanoke, Texas herein after referred to as "the City" and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth hereinafter referred to as the "Contractor" agree as follows:

1. **EXCLUSIVE RIGHT**: The City grants to Contractor, and the Contractor has, the exclusive right and obligation to provide solid waste garbage collection services, including recyclables and recycling services as hereinafter defined, within the City limits during the time frames set forth herein. Contractor agrees to commence servicing newly annexed areas within thirty (30) days after official written notification by the City.

The City will provide to the Contractor a list of residences and businesses within the City limits.

2. **TERM OF CONTRACT**:

- (A) The term of this Contract shall be for a five (5) year period, beginning January 1, 2023 and terminating on December 31, 2027.
- (B) If at any time the Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the City shall notify Contractor by registered or certified mail, of specific reasons in support of the City's claim that the Contractor has substantially breached the terms and provisions of this contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should Contractor fail to remedy its performance, the City, after a hearing herein, may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify reason in support of the City's claim that the Contractor has substantially breached the terms and provisions of this Contract. Should the City deem Contractor to have failed its performance, said hearing shall be conducted in public by the City Council of the City and the Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide the adequate refuse collection service for the City or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this contract.

3. **RENEWAL OF CONTRACT:** The parties hereto may extend this Contract for five (5) additional years by mutual consent. One party must give notice in writing of its desire to renew at least 120 days prior to the expiration of the current term. If either party does not give notice at least 120 days prior to expiration date, the contract will terminate on December 31, 2032.

4. **TYPES OF SERVICE:**

(A) **RESIDENTIAL:** The Contractor shall provide all persons occupying or maintaining a place of residence in a single, duplex or triplex family dwelling with regular refuse collection service at least one (1) time per week under this Contract. All units are eligible to receive such service. Holidays of Thanksgiving, Christmas and New Year's Day, being authorized. Pickup days will be on the next work day following these authorized holidays. Also, a special pick-up of extremely large or heavy items will be the 2nd and 4th week of each month, being the same day as curbside collection.

(B) **CURBSIDE RECYCLING:** All persons occupying or maintaining a place of residence in a single or duplex dwelling shall be provided curbside recycling collection one (1) time per week, being the same day as curbside collection. The Contractor shall provide one container per residence. Holidays will be observed as defined in Section 4A, Residential. The following shall be acceptable items:

1. Aluminum Cans
2. Plastics 1,2,3,4,5, & 7, such as milk jugs, liter bottles, shampoo bottles, etc...
3. Steel Cans
4. Newspapers including slick inserts
5. Glass (All colors)
6. Corrugated & Pasteboard Boxes/mixed papers

(C) **COMMERCIAL:** Multi-family dwellings of four (4) or more units, business, commercial and industrial establishments are to be serviced each week as necessary, up to five (6) times per week, with the same holidays being observed as with Residential service areas. Commercial service includes Commercial Hand Collect Unit as defined in the definitions below in 14.j. Any additional, deletions or size changes required by any Customer will be requested through the Contractor.

(D) **ROLL-OFF CONTAINERS:** All Customer request for containers and service of same will be handled directly by the Contractor.

5. **HOURS OF SERVICE:**

(A) **RESIDENTIAL:** Collections shall be made at single, duplex or triplex family dwellings in residential areas beginning no earlier than 7:00 AM and continuing until not later than 7:00 PM, with no service on Sunday, except in time of emergency or to maintain schedules due to holidays.

(B) **COMMERCIAL:** Collections shall be made between the hours of 7:00 AM and 7:00 PM, with the same Sunday restriction listed in 5(A).

6. **SPILLAGE AND LITTER:** The Contractor shall not litter the serviced premises in the process of making collections but shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all solid wastes shall be contained, tied, or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by Contractor, the Contractor shall promptly clean up the litter.

7. **APPROVED CONTAINERS:** After six (6) month “phase in” process, the only approved containers for weekly collections will be contractor provided polycarts and recycling bins.

8. **UNAPPROVED CONTAINERS:** The Contractor shall not be required to collect solid waste or recyclable material unless it is in approved containers, except for special materials, as defined herein.

9. **EXTRAORDINARY MATERIALS:** Hazardous wastes, body wastes, dead animals, abandoned vehicles, vehicle parts, and large equipment and parts thereto will not be collected by the Contractor unless specifically requested by the customer and agreed to by the Contractor. Provided, however, in no event shall the Contractor be required to collect waste that Contractor is forbidden to collect or dispose of by Federal, State or local laws (“Extraordinary Materials”).

10. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times, in good working order, such equipment which complies with City load limit regulations and as such that shall permit the Contractor, adequately and efficiently to perform its duties hereunder.

Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage equipment shall be of the enclosed loadpacker type and all equipment shall be kept in good repair and appearance and in a sanitary, clean condition at all times. The Contractor shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall be substantially corresponding in size and capability of the equipment used by the Contractor to perform its duties hereunder.

11. **OFFICE:** The Contractor shall establish and maintain an office where such service may be applied for and complaints can be made. It shall be equipped with sufficient telephones shall have a responsible person in charge during collection hours and

shall be open during normal business hours, from Monday through Friday between the hours of 8:00 AM and 5:00 PM. An 800 number will be maintained for customer convenience and said number shall be displayed on the face of each customer's bill. The current number is 1-800-333-7301.

12. **TITLE TO WASTES:** Contractor shall have vested title to all solid waste materials collected within the corporate limits of the City of Roanoke pursuant to the terms hereof. Title to and liability for any Extraordinary Materials shall at no time bewith Contractor.
13. **DISPOSAL:** All solid wastes for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal as approved by the State of Texas governing agencies.

All recyclables shall remain separate from solid waste and shall be taken to the Material Recovery Facility (MRF) to be processed and sold as a commodity.

14. **DEFINITIONS:**

- a. Bags – Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 50 lbs.
- b. Bin (Commercial/Industrial) – Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- c. Brush – Tree, shrub and brush trimmings securely tied together forming an easily handled Bundle, not exceeding four feet in length, six inches in diameter, or 40 pounds in weight.
- d. Bulky Waste – Stoves, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Hazardous Waste or Stable Matter with weights or volume greater than those allowed for Bins or Containers, as the case may be.
- e. Bundle – Newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or 40 pounds in weight.
- f. Business – shall mean and include all retail, professional, wholesale, and industrial facilities and any other commercial enterprises offering goods or services to the public.
- g. City – City of Roanoke.

- h. Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.
- i. Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a residential unit.
- j. Commercial Hand Collect Unit – A retail or light commercial type of business which generates no more than 1 cubic yard of refuse per week.
- k. Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- l. Container – A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by animals. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 50 lbs.
- m. Contract Documents – General Specifications, and any addenda or changes to the foregoing documents agreed to by the City and Contractor.
- n. Contractor – The person, corporation, or partnership performing services under this Contract.
- o. Customer – An occupant of a Residential Unit who generates refuse.
- p. Dead Animals – Animals or portions thereof equal to or greater than 10 lbs. weight that have expired from any cause, except those slaughtered or killed for human use.
- q. Disposal Site – A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

- r. Duplex – shall mean and include a detached two-family structure designed or intended for occupancy by two (2) families.
- s. Garbage – shall mean and include all waste and accumulation of animal, fruit, or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, or vegetable matter, of any nature whatsoever, which is subject to decay, putrefaction, or the generation of noxious and offensive gases or odors, or which may serve as breeding or feeding material for flies and/or other germ-carrying insects.
- t. Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- u. Landfill – A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.
- v. Multi-Dwelling – shall mean and include any building or structure containing four (4) or more contiguous living units and intended exclusively for residential use by single person or families.
- w. Overflow – All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Polycart(s) with the lid(s) closed.
- x. Polycart – A rubber-wheeled receptacle with a maximum capacity 96 gallons constructed of plastic, metal or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit with ownership retained by Contractor.
- y. Recyclable Material – Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, corrugated boxes, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.

- z. Recycling Container – A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons.
- aa. Refuse – Residential Refuse, Brush, Bulky Waste, Construction Debris, and Stable Matter generated at a Residential Unit, unless the context otherwise requires.
- bb. Residential Refuse – All Garbage and Rubbish generated by a Customer at a Residential Unit.
- cc. Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- dd. Rubbish – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Brush, Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- ee. Senior Citizen – Any person who is 65 years or age or older and is the primary resident and/or head of household.
- ff. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- gg. Solid Waste – shall mean and include, but not limited to, components of garbage, trash and recyclable materials.
- hh. Special Materials – shall mean those bulky materials or other special wastes that are not sorted in standard storage

containers and cannot be picked up by a regularly used collection vehicle.

- ii. Trash – shall mean accumulations of rubbish, such as but not necessarily limited to, sweepings, dust, rags, bottles, jars (remove bottles and jars from trash if they can be recycled), paper products, or other waste materials of any kind which are usually attendant to domestic households or any operations of the businesses served or housekeeping and the premises upon which said households or businesses are located. Accumulations of lawn, grass, shrubberies cutting, clippings and dry leaf rakings, small tree branches (shall not exceed three (3) feet in length and three (3) inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns, gardens and yards, except large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in “loadpacker” type sanitation equipment used for regular collections from domestic households (tree trimmings shall be tied in bundles not exceeding three (3) feet in length or weighing over fifty (50) pounds) placed at the curb for pickup.
- jj. Triplex – shall mean and include a detached three-family structure designed or intended for occupancy by three (3) families.

15. **LOCATION**: All solid wastes and recyclable, both residential and commercial, shall prior to their scheduled collection, be placed at a location that is readily accessible to the Contractor’s personnel.

- (A) **RESIDENTIAL**: Garbage and trash must be in the polycarts provided by contractor and recyclables in approved recycling containers, which shall be placed at a single collection point on the customer’s property, within six (6) feet of the curb. This process shall be phased in over a six (6) month period of time by a notification process by area until completed.

Each Polycart, Container, Bag, Bin and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Polycarts, Containers, Bags, Bins, and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Polycarts, Containers, Bags, Bins and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Polycart, Container, Bag, Bin and Bundle not so placed, or any Residential Refuse not in a Polycart. Polycarts should be placed within two feet of the edge of the street, clear of obstructions such as cars, trailer, boats, mailbox, etc.

- (B) COMMERCIAL: bulk containers shall be kept on the premises in a place near the street, readily accessible to the collection vehicles without damage to public property.

16. **CITY OF ROANOKE RATE SCHEDULE JANUARY 1, 2023**

See Attachment "A"

17. **MODIFICATION TO RATES**: Rate adjustments will be considered by the City no more than once per year during the life of the contract. Rate adjustments shall become effective prospectively on January 1 of each year. The rates will increase by four (4) percent each year during the initial term of the agreement. Upon mutual consent to renew modification to rates shall be determined.
18. **BILLING, RESIDENTIAL**: Residential billing to the customers for residential service shall be accomplished by the City.

BILLING, COMMERCIAL, INDUSTRIAL ROLL-OFF CONTAINERS: billing shall be accomplished by the Contractor.

19. **PAYMENT TO THE CITY**: Contractor shall pay to City five percent (5%) of all amounts collected by the City for all residential and commercial hand collect customers billed by the City, payments to Contractor less five percent (5%) shall be made each month following the billing cycle. Contractor shall pay five percent (5%) of amounts collected by Contractor for commercial and industrial collection and disposal services provided pursuant to this Contract. Such payment shall be made to City each month following the billing cycle.
20. **COMPLAINTS**: All complaints shall be made directly to Contractor and shall be given prompt and courteous attention with a resolution communicated back to the City within 24 hours. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Solid Waste not collected within 24 hours after the complaint is received.
- The Contractor shall prepare and maintain a register in its local office of all complaints it has received and indicate the disposition of each. Such records shall be available for City inspection at all times during business hours. The register shall indicate the date and hour on which the complaint was received and the date and hour on which it was resolved. A copy of the complaint register shall be submitted to the City monthly no later than the 15th of the following month.
21. **NOTIFICATION OF CUSTOMERS**: Should any notification for Customers occur during the time of this contract it will be the responsibility of the Contractor to provide the notification.
22. **ROUTES AND SCHEDULES**: The Contractor shall periodically provide the City with schedules of all collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day(s) of

pickup, the Contractor shall so notify each customer affected by mail, door hangers, and/or news media not less than one month prior to the change.

23. CONTRACTOR'S PERSONNEL:

- (A) The Contractor shall assign a qualified person or persons to be in charge of his operations in the City and shall give the name or names to the City; information regarding experience shall also be furnished.
- (B) The Contractor's collection employees shall wear a clean uniform or shirt bearing the Company's name.
- (C) Each employee of the Contractor shall at all times carry a valid, legally sufficient driver's license for the type of vehicle he is driving.
- (D) The City may require the removal from providing services hereunder of an employee of the contractor who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his/her duties. Such dismissal is applicable to the provision of services to the City only.
- (E) The Contractor shall provide reasonably sufficient operating and safety training for all its personnel.
- (F) Standard of Performance: If the contractor fails to collect the solid waste materials herein specified for a period in excess of six (6) consecutive, scheduled working days or fails to operate the system in a satisfactory manner in accordance with this Contract for a similar period, the City may engage another entity for such emergency service if necessary to maintain the health, sanitation, and environmental standards of the City, with cost for such service to be deducted from Contractor's entitlement herein, or chargeable directly to the Contractor.
- (G) If the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days from its initial cessation, the City shall be free to negotiate with other Contractors for the operation of said collection service. Such negotiation with other contractors shall not release the Contractor herein of its liability to the City for such breach of this Contract.
- (H) Force Majeure: In the event that performance by either the City or the Contractor of any of its obligations under the terms of this agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by fire, flood, or the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from performance for such period of time as is reasonably necessary after such occurrence abates or the effects thereof have dissipated.

24. **BANKRUPTCY:** It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the day and at the time the bankruptcy petition is filed, provided, however, that all rights and benefits that have theretofore accrued shall remain unaffected.

25. **RIGHT TO REQUIRE PERFORMANCE:** The failure of the City at anytime to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce same, nor shall waiver by the City of any breach of such provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

26. **LAW TO GOVERN**: This Contract shall be governed by the laws of the State of Texas as to both interpretation and performance.
27. **COMPLIANCE WITH LAWS**: Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the General Specifications of this Contract shall govern the obligations of Contractor where there exist conflicting regulations of the City on the subject.
28. **ILLEGAL PROVISIONS**: If any provision of the contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
29. **PERMITS AND LICENSES**: The Contractor shall conduct operations under this Contract in compliance with all applicable laws.
30. **INSURANCE**. The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability or other state approved program, Worker's Compensation or other state approved program, General Liability, Automobile Liability and Excess Umbrella Liability, including contractual liability coverage. All insurance shall be by insurers rated A-VIII (or higher) by a A.M. Best and for policy limits noted herein, and before commencement of work hereunder, Contractor agrees to furnish the City certificates of insurance as evidence that such insurance has been procured and is in force. The policy or policies shall show the City as additional insured, to the extent of Contractor's indemnification herein, as applicable. The certificates shall be supplemented by blanket-form notice of cancellation endorsement for the General Liability and Auto Liability Policies.

For the purpose of the Contract, Contractor shall carry the following types of insurance in at least the limits specified below:

Workers Compensation Employers or other state-approved program	Statutory
Employer's Liability or other state approved program.	\$500,000
Bodily Injury & Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. Contractor's parent corporation may provide the coverage. Contractor agrees to furnish the City with certificates satisfactory to the City evidencing such plan of self-insurance. Any such self-insurance plan will be subject to the approval of the City, and such approval shall not be unreasonably withheld.

31. **INDEMNITY**: Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or arising out of a claim that the City was not authorized to award this Contract or such was in conflict with the terms of a prior Contract executed by the City.
32. **ASSIGNMENT**: Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of Contractor as though it was the original Contracting Party.
33. **BOOKS AND RECORDS**: The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provision of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. City shall keep any and all proprietary information obtained during any such inspection confidential to the extent allowed by law.
34. **POINT OF CONTACT**: All dealings, contact, notices, etc., between the City contractor and the City shall be directed by the Contractor to the City Manager or his delegated authority.
35. **NOTICES**: Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party of the address set forth below:

If to the City, at: 500 S. Oak Street
 Roanoke, TX 76262
 Attn: City Manager

If to the Contractor: 6100 Elliott Reeder Rd.

For Worth, TX 76117
Attn: General Manager

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

36. **EFFECTIVE DATE**: This Contract shall become effective upon the execution hereof by all parties and upon such execution shall be effective as of January 1, 2023.
37. **MODIFICATION**: This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.
38. **VENUE**: This contract is performable in Denton County, Texas venue for any legal proceedings arising hereunder shall be in Denton County, Texas.
39. **CLEANUP SERVICES**: Contractor will provide an open top 30 yard roll off container to the City free of charge at the Public Works facility.
40. **CONTRIBUTION**: Contractor agrees to donate a sum of \$3,500 and 30-yard roll off containers to the City for use at the Annual Fourth of July Celebration and roll-off containers for Celebrate Roanoke venue each year. In lieu of a recycling education/promotional program Contractor will donate \$3,000 on an annual basis to be utilized for recycling education.
41. **SPECIFICATIONS FOR ALL RECYCLABLE MATERIALS**. Recyclable Material shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material is received within the City limits is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the City and City shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Material in a landfill and update the City's rates accordingly.
42. **CHANGES IN MARKET CONDITIONS**. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Material, Contractor may at its option and upon notice to City (i) redefine Recyclable Material, (ii) suspend or discontinue any or all Services, or (iii) dispose of the Waste Material in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.
43. **DAMAGE TO PAVEMENT**. Contractor shall not be responsible for any damages to City's pavement, curbing or other driving surfaces resulting from Contractor's

providing service at City locations, except to the extent caused by Contractor's negligence

****NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, disability, color, religion, or national origin.

****EXCLUSIVE CONTRACT**

Contractor shall have the sole and exclusive franchise; license and privilege to provide refuse collection, removal collection and recycling collection within the corporate limits of City. Contractor shall at all times have the right to refuse to collect Dead Animals and Hazardous Waste from Residential units.

If Hazardous Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Hazardous Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Hazardous Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Hazardous Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Hazardous Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Hazardous Waste and to collect the costs incurred by Contractor in connection with such Hazardous Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Hazardous Waste, except to the extent that such Hazardous Waste is determined to be attributed to the City.

IN WITNESS WHEREOF, the City of Roanoke and Contractor have executed this Contract as of the day and year first above written.

CITY OF ROANOKE, TEXAS
A Texas home-rule municipality

CONTRACTOR

Scott Campbell, City Manager

David Harwell, General Manager

April S. Hill, City Secretary

Date

ALLIED WASTE SERVICES

FRANCHISED CITY RATES

CITY OF ROANOKE

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

Size	1 X	2 X	3 X	4 X	5 X	6 X	Extra
2-Yd	75.78	150.77	241.86	314.76	339.39	507.81	51.20
3-Yd	90.57	185.37	281.48	370.73	421.33	574.87	59.64
4-Yd	112.50	220.61	319.20	417.55	501.10	641.66	68.27
6-Yd	142.52	259.61	386.12	506.09	626.06	776.06	85.34
8-Yd	165.21	319.09	459.45	601.06	735.24	924.31	102.22

COMMERCIAL ROLLOFF RATES

Size	Type	Delivery	Rental per Day	Rental per Month	Haul per Load	Disposal per Load	Total per Load	Deposit per Cont
20-Yd	Open	96.61	9.02	274.27	173.44	241.38	414.82	322.04
30-Yd	Open	96.61	9.02	274.27	173.44	356.14	529.58	322.04
40-Yd	Comp	96.61	9.02	274.27	173.44	470.91	644.35	322.04
30-Yd	Comp	Nego	Nego	Nego	173.44	356.14	529.58	Nego
35-Yd	Comp	Nego	Nego	Nego	173.44	543.88	717.32	Nego
42-Yd	Comp	Nego	Nego	Nego	173.44	650.29	823.73	Nego

FRANCHISE FEE PERCENTAGE

5.00%

Commerical Handload 1 time per week

26.11 Per Month

Casters 21.68 Per Month

Locks 10.96 Per Month

Residential Automated

10.84 Per Month

Recycling Curbside

3.80 Per Month

Residential and Recyling Total

14.65 Per Month

Additional Cart

5.32 Per Month

Backdoor Service

18.40 Per Month

EFFECTIVE DATE: 1/1/2023

CITY HALL PHONE # : 817 / 491-2411

INTERNAL USE ONLY

EXY 23.75 Per Yard