

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

**OCTOBER 11, 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. PROCLAMATION

1. Mayor Gierisch will read a proclamation declaring October 11, 2022 as Brotherhood for the Fallen Day.

E. CONSENT AGENDA

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



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

**October 11, 2022
Page 2 of 2**

1. Consider approval of the minutes from the regular City Council meeting held on September 27, 2022.
2. Consider approval of an Interlocal Agreement First Renewal Term for Combined Animal Control Services (ACO) for the Cities of Keller, Southlake, Colleyville, and Roanoke.
3. Consider approval of the Interlocal Agreement between the City of Roanoke Fire Department and Tarrant County Emergency Services District Number One for the provision of Fire and Emergency Medical Services within the specified area.

F. NEW BUSINESS

1. Consideration and action on appointment of two (2) members to the Keep Roanoke Beautiful Board for a one (1) term to expire January 2023 and a one (1) term to expire January 2024.

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

G. ADJOURNMENT

CERTIFICATION

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

April S. Hill, City Secretary

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

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



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Proclamation - 10/11/2022 Brotherhood of the Fallen Day

MEETING DATE: October 11, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Mayor Gierisch will read a proclamation declaring October 11, 2022 as Brotherhood for the Fallen Day.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Proclamation - 2022 Brotherhood for the Fallen Day - Police

Proclamation

Brotherhood for the Fallen Day

- WHEREAS,** *Brotherhood for the Fallen is a non-profit organization comprised of various police agencies who are dedicated in honoring their colleagues who have been killed in the line of duty. The Fort Worth chapter is one of nine across the United States. They travel across the United States and attend the funerals of fallen officers and provide a monetary donation to the families; and*
- WHEREAS,** *Founded in 2010, the Brotherhood for the Fallen consists of chapters in Chicago, New York, Aurora Colorado, Arkansas, South Carolina, Boston, Dallas and Suffolk County. These chapters and their members are committed to ensuring that police officers are laid to rest with the highest degree of honor.*
- WHEREAS,** *the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial, which was dedicated in 1991 in Washington, D.C.; and*
- WHEREAS,** *Texas owe an immeasurable debt of gratitude to the members of law enforcement profession and Brotherhood for the Fallen is performing an invaluable service in honoring those heroic men and women who have made the ultimate sacrifice in safeguarding their communities; and*

NOW, THEREFORE, I, Carl E. "Scooter" Gierisch, Jr., Mayor of Roanoke, Texas, do hereby proclaim Tuesday, October 11, 2022, as:

"Brotherhood for the Fallen Day"

in Roanoke, Texas, and encourage our citizens to remember our police officers. Further, I publicly salute the service of law enforcement officers in our community and in communities across the nation.

Carl E. "Scooter" Gierisch, Jr.,

Witness:

April S. Hill, City Secretary





CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 09/27/2022 - CC Minutes

MEETING DATE: October 11, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on September 27, 2022.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 09-27-2022

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
SEPTEMBER 27, 2022
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

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

DEPT. STAFF: Fire Chief Chris Addington, and Public Works Director Shawn Wilkinson.

ABSENT: Council Members: David Brundage, Bryan Moyers, and David Thompson; Chief of Police Jeriahme Miller, Chief Financial Officer Vicki Rodriguez and Parks and Recreation Director Ronnie Angel.

A. CALL CITY COUNCIL TO ORDER

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

B. ANNOUNCEMENTS

Interim City Manager Cody Petree introduced the recently hired Executive Administrative & Communications Assistant, Jeannie Homer.

Interim City Manager Cody Petree announced the following upcoming events:

- Community Movie Night - September 30th at 7:30 p.m. on the front steps of City Hall.
- Fire Department Open House - October 1st
- National Night Out - October 4th
- Celebrate Roanoke - October 8th

C. PUBLIC INPUT

No one wished to speak.

D. PROCLAMATION



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

September 27, 2022
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1. Mayor Gierisch read a proclamation declaring October 4, 2022 as National Night Out.
2. Mayor Gierisch read a proclamation declaring October 9-15, 2022 as Fire Prevention Week.

E. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on September 13, 2022.
2. Consider approval of the minutes from the City Council Strategic Planning Workshop meeting held on September 20, 2022.
3. Consider approval of Resolution No. 2022-117R finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates within the City should be denied.

Motion made by Holly Gray-Moore second by Hogan Page to approve Consent Agenda Items 1 through 3.

Motion carried unanimously.

F. OLD BUSINESS

1. *This item was moved to the end of the agenda.*

Motion made by Holly Gray-Moore second by Brian Darby to approve the sixth amendment to the Chapter 380 agreement with North Texas Hotel Development. (Ordinance No. 2022-127)

Motion carried unanimously.

G. NEW BUSINESS

1. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, on approximately 15.036 acres of land located in the M.E.P. & P.R.R Co. Survey, Abstract Number 943, City of Roanoke, Denton County, Texas, by changing the zoning on the approximately 15.036 acres of land from Retail (R) District to Planned Development (PD) District with multi-family uses; prescribing the permissible uses. The property is generally located on the north side of W Hwy 114, approximately one (1) mile west of Hwy 377 adjacent to the Compass Church property. (Ordinance No. 2022-128)

No action taken on this item.



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

September 27, 2022
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2. Consideration and action on Ordinance No. 2022-128, a zoning request from Adam Smith to amend the Comprehensive Zoning Ordinance of the City Of Roanoke, Texas, on approximately 15.036 acres of land situated in the M.E.P. & P.R.R CO. Survey, Abstract Number 943, City Of Roanoke, Denton County, Texas, by changing the zoning from Retail (R) District to Planned Development (PD) District with multi-family uses. The property is generally located on the north side of W Hwy 114, approximately one (1) mile west of Hwy 377 adjacent to the Compass Church property.

No action taken on this item.

3. Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Oak Street Corridor Zoning District – Hwy 377 Zone to Oak Street Corridor Zoning District – Hwy 377 Zone – Specific Use Permit (Oak Street Corridor Zoning District – Hwy 377 Zone – SUP) to allow the sale of alcoholic beverages at Lot 10R, Block 21 of the Original Town of Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 409 N. Oak Street, Roanoke, Texas. (Ordinance No. 2022-129 / SUP 2022-07)

No action taken on this item.

4. Consideration and action on approval of Ordinance No. 2022-129 an ordinance of the city of Roanoke, Texas, amending the comprehensive zoning ordinance and as heretofore amended, by granting a change in zoning from Oak Street Corridor - Oak Street to Oak Street Corridor-Oak Street - Specific Use Permit (SUP 2022-07) to allow the sale of alcoholic beverages on block 21 lot 10R in the Old Town Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas, and having a street address of 409 N Oak Street suite #100. The property is generally located on the SW corner of N Oak Street and Denton Street.

No action taken on this item.

5. Motion made by Holly Gray-Moore second by Brian Darby to approve a Site Plan (SP 2022-09) request from Integrity Group for a two (2) story bank building on approximately 2.4 acres of land located in the Roanoke City Center Addition, an addition to the City of Roanoke, Denton County Texas. The property is generally located on the northeast corner of Union Ave and US Hwy 377 and is directly across the street from City Hall on S. Oak Street.

Motion carried 3-0-1. Councilmember Hogan Page abstained due to a conflict of interest.

6. Motion made by Holly Gray-Moore second by Brian Darby to approve the amendment to Site Plan (SP 2020-01), subject to the completion of the wall on the west side, plus installation of landscaping.

Motion carried un.

H. EXECUTIVE SESSION



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

**September 27, 2022
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The City Council will hold a closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

CITY COUNCIL CONVENED INTO CLOSED SESSION AT 7:25 p.m.

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.

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 8:00 P.M.

1. **Section 551.074 of the TEXAS GOVERNMENT CODE** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager

Motion made by Holly Gray-Moore second by Brian Darby to appoint Assistant City Manager Cody Petree as Interim City Manager for a period ending December 31, 2022, at which time the position will be reevaluated.

Motion carried unanimously.

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



MINUTES FOR THE REGULAR MEETING
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- 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 item #F1.

3. **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.

I. ADJOURNMENT

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 8:01 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: ILA First Renewal - Combined Animal Control Services

MEETING DATE: October 11, 2022

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of an Interlocal Agreement First Renewal Term for Combined Animal Control Services (ACO) for the Cities of Keller, Southlake, Colleyville, and Roanoke.

INFORMATION:

The City of Roanoke has utilized Combined Animal Control Services with partner cities, Keller, Southlake, and Colleyville since fiscal year 2020. As part of this agreement, the Regional Animal Adoption Center, managed by the Humane Society of North Texas, also serves Roanoke and partner cities. This consideration is for the option to renew the combined services agreement for an additional (5) year period, known as the First Renewal Term, by mutual consent of all cities. Agreement of this renewal will extend the renewal period to October 1, 2022 through September 30, 2027.

STAFF RECOMMENDATION:

Approve the ILA First Renewal Term for Contract No. 12-71 for Combined Animal Control Services for the Cities of Keller, Southlake, Colleyville, and Roanoke.

SPECIAL CONSIDERATION:

N/A

FINANCIAL CONSIDERATION:

All originally agreed upon payments for services performed originally agreed to as detailed in the original interlocal Agreement for Combined Animal Control Services Contract No. 12-71 will remain in effect for the duration of this renewal period. The payments consist of a cost share of 13.28% for Roanoke, 19.89% for Southlake, and 17.07% for Colleyville.



AGENDA ITEM

ATTACHMENTS:

1. ACO Contract Renewal Roanoke

September 27, 2022

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



POLICE DEPARTMENT

Attn: Police Chief Jeriahme Miller

Re: First Renewal Term for Combined Animal Control Services for the Cities of Keller, Southlake, Colleyville, and Roanoke. Contract No. 12-71

Pursuant to the stated terms in Contract No. 12-71 for Combined Animal Control Services for the Cities of Keller, Southlake, Colleyville, and Roanoke, the partner cities have the option to renew the combined services agreement for an additional (5) year period, known as the First Renewal Term, by mutual consent of all parties.

If you agree to this renewal the following will apply:

Renewal period: October 1, 2022 through September 30, 2027

All originally agreed upon services, obligations, payments for services performed, terms for cancellation, notices, dispute resolution, and venue originally agreed to by the City of Keller, City of Southlake, City of Colleyville, and City of Roanoke, as detailed in the original Interlocal Agreement for Combined Animal Control Services Contract No. 12-71 and the original renewal, will remain in effect for the duration of this renewal period.

Please check one of the following:

☐ Yes, City of Roanoke agrees to the First Renewal Term for Contract No. 12-71.

☐ No, City of Roanoke does not agree to the First Renewal Term for Contract No. 12-71.

Please sign and submit to the following:

City of Keller
Brad G. Fortune, Chief of Police
P.O. Box 770
Keller, TX 76244

Sincerely Yours,

Brad G. Fortune
Chief of Police

Cody Petree, Interim City Manager Date

Printed Name

Mark Hafner, City Manager Date

Printed Name



AGENDA ITEM

TO: Honorable Mayor and Council

SUBJECT: Interlocal Agreement - Tarrant County ESD No. 1

MEETING DATE: October 11, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

Annual agreement between Tarrant County ESD number one and the City of Roanoke Fire Department for the provision of Fire and EMS services within the specified area.

INFORMATION:

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

TCESD #1 will pay the city \$85,000 for the provision of Fire and a per call amount determined by formula for each EMS call.

ATTACHMENTS:

1. 2023 Tarrant County ESD Agreement

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Roanoke, Texas
Fire Service
Emergency Medical Services
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF ROANOKE, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00) during this contract year by making equal quarterly payments during the months of January 2023, April 2023, July 2023 and October 2023 for fire protection services in the service area outlined in Exhibit "A."

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of TWO MILLION DOLLARS (\$2,000,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2023, May 2023, August 2023 and November 2023.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2022 and ending September 30, 2023. Regarding response purposes, this Agreement will remain in force until the 2023-24 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2023 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency

scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2023 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2023. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF ROANOKE, TEXAS

President

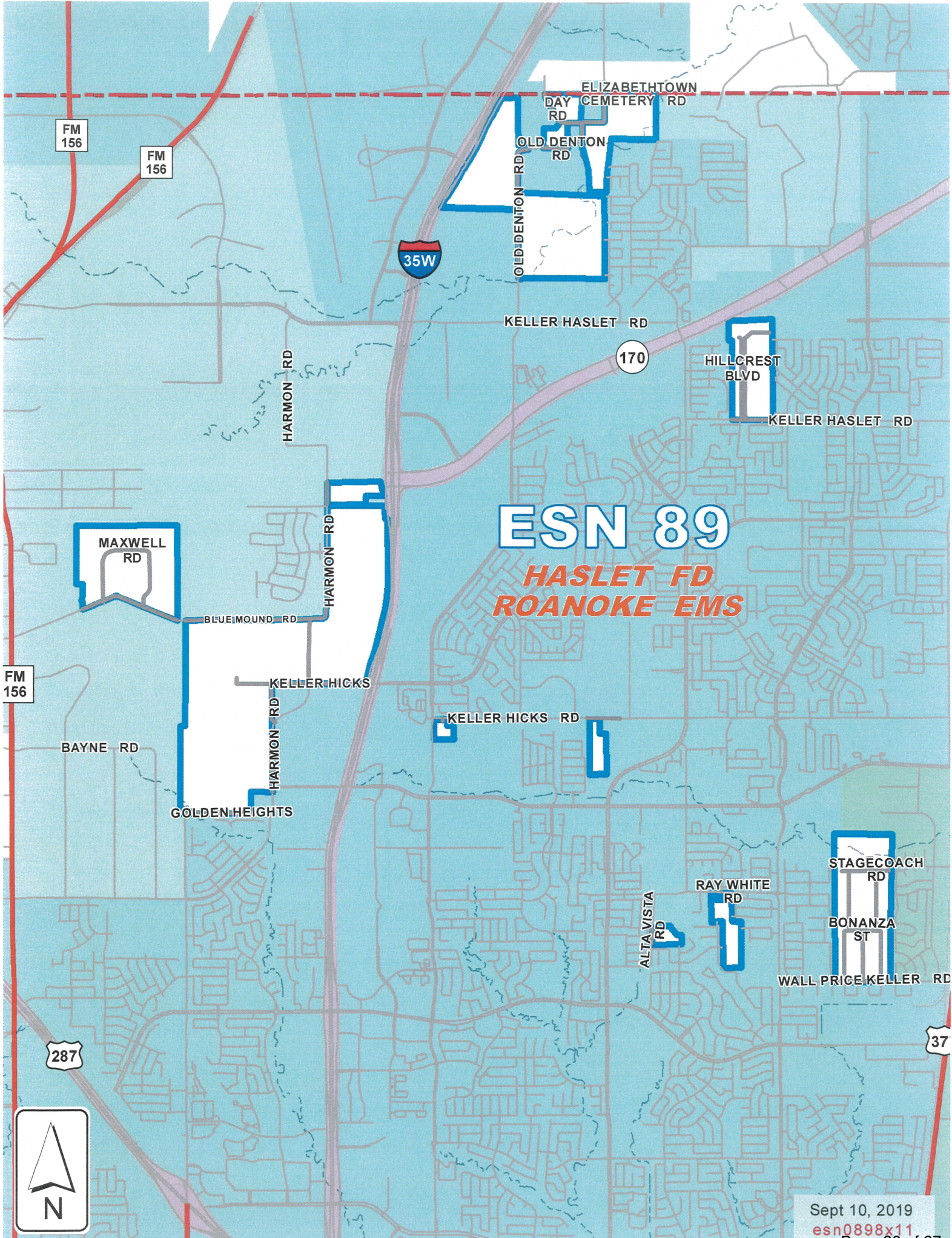
Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary



ESN 175

ROANOKE FD
ROANOKE EMS

Denton

VALETTA
RANCH RD

RIDGETOP RD

RIDGETOP RD

HASLET-ROANOKE RD

ALLEN TRL

CHAPARRAL LN

PARK VISTA BLVD

ALLIANCE GATEWAY FWY

170



EXHIBIT “B”

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE POINT SYSTEM 2022–2023 RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point

***AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

Exhibit “D”

GRANT FROM DISTRICT

City of Roanoke

(Items included in the categories below are based on the agency’s itemized request and will be reimbursed in strict compliance with the agency’s grant submission.)

Grant Purpose	Amount
Radios	\$12,500.00



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Keep Roanoke Beautiful Board Appointments

MEETING DATE: October 11, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on appointment of two (2) members to the Keep Roanoke Beautiful Board for a one (1) term to expire January 2023 and a one (1) term to expire January 2024.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2022 KRB Application - Dawn Burkholder
2. 2022 KRB Application - John Thompson



RECEIVED

SEP 23 2022

Eligible: Yes

BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: Keep Roanoke Beautiful

Name: Dawn Burkholder Phone Number:

Address:

Employer: retired from education E-Mail Address:

How long have you lived in Roanoke? 2 Years 2 Months

Are you currently registered to vote in Roanoke? Yes ☒ No ☐

Please list any current or previous Board, Commission or Committee experience in the City of Roanoke or any other City:

I have not served on any board in Roanoke or my previous town of Coppell.

What qualifications and/or experience do you possess that would assist you in serving the City of Roanoke in this position?

I have experience serving as a Sunday School teacher, church committees, education committees, and social committees in my neighborhood as well as a social club. I work well in a group and take my responsibilities to heart.

What do you think are the most important issues or problems facing the City of Roanoke?

Wow, just in the two years I have been here I see how our city has grown. With growth comes crime. Supporting our police department, when defunding seems to be a new normal, is critical to our town being safe. Also, reducing waste is near and dear to me.

Why do you want to serve on this Board, Commission or Committee?

I have recently retired from education. It was an early retirement due to Covid. I have always wanted to be involved in some type of city committee and now I have the time to pursue that.

Please provide any additional information or comments that you feel may help the City Council make a better decision in selecting you to serve on this Board, Commission or Committee:

Being in education, I have done it all. I am a fast learner, very responsible and love to learn new things.

Signature: Dawn Burkholder

Digitally signed by Dawn Burkholder
Date: 2022.09.23 10:54:33 -05'00'

Date: 9/23.22

8/31/12

SEP 23 2022

Eligible: Yes

**BOARD, COMMISSION OR COMMITTEE APPLICATION**Board, Commission or Committee: Keep Roanoke Beautiful

Name: John W. Thompson Phone Number:

Address: _____

Employer: Comfort Inn Suites, Roanoke E-Mail Address:

How long have you lived in Roanoke? 3 Years 2 Months

Are you currently registered to vote in Roanoke? Yes ☒ No ☐

Please list any current or previous Board, Commission or Committee experience in the City of Roanoke or any other City:

Currently serving as Vice President, Crime Control and Prevention District Board, Roanoke, Texas.

Previously served on the City Charter Commission, Roanoke, Texas (late 2021/early 2022).

What qualifications and/or experience do you possess that would assist you in serving the City of Roanoke in this position?

Having served on the CCPD as well as on the City Charter Commission, I have begun to learn more about the City's operations and feel that I can do more to help.

What do you think are the most important issues or problems facing the City of Roanoke?
Progressing forward while maintaining the "small town" feel.

Why do you want to serve on this Board, Commission or Committee?

My interests in keeping the City of Roanoke beautiful are very near and dear to my heart. Having only lived here for a relatively short time, I have grown to care deeply for our community and want to continue to do what I can to help it thrive.

Please provide any additional information or comments that you feel may help the City Council make a better decision in selecting you to serve on this Board, Commission or Committee:

Thank you for your consideration. If anyone has any questions, please do not hesitate to reach out to me.

Signature:

[Handwritten signature]

Date: Sept 23, 2022