

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**

**JANUARY 24, 2023  
7:00 PM  
500 S. OAK STREET  
ROANOKE, TX 76262**

**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 audio, 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 January 10, 2023.
2. Consider approval of an Interlocal Agreement between the City of Roanoke and the Town of Trophy Club for the Administration of Court Services.



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

January 24, 2023  
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3. Consider approval of an agreement between the City of Roanoke and the Arts Council Northeast of Tarrant County for management services of the Evenings on Oak Concert Series 2023.
4. Consider approval of Resolution No. 2023-100R authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

**E. NEW BUSINESS**

1. Consideration and action on approval of Ordinance No. 2023-100 ordering a General Election to be held on the 6th day of May 2023, for the purpose of electing three (3) City Council Members, one (1) per Ward, all for three (3) year terms.
2. Consideration and action on approval of the quotation and scope of work between the City of Roanoke and Draeger for the construction of the fire training facility.
3. Consideration and action on a site plan (SP 2023-01) request from Randy Primrose for live work use with upper floor residential units on lots 7R and 15R, Block 12 of the Original Town of Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas. The property is generally located on the east side of N Hwy 377 between Main and Rusk Street.
4. Consideration and action for a façade grant application from Cortney Lang of Wild Oak Studio at 400 S. Oak St. Suite 160 Roanoke, TX.
5. Consideration and action for a façade grant application from Gary Cantrell, Partner, Glade Family LTD, of Roanoke Center at 610 Byron Nelson Blvd. Roanoke, TX.
6. Consideration and action to appoint three (3) members to the Roanoke Economic and Industrial Development Corporation Type A board for a term expiring January 2025.
7. Consideration and action to appoint two (2) members to the Keep Roanoke Beautiful board for a term expiring January 2025.
8. Fire Chief Chris Addington will give a presentation of the City of Roanoke's new brush truck.



AGENDA FOR THE MEETING  
OF THE ROANOKE CITY COUNCIL

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F. **EXECUTIVE SESSION**

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

**Section 551.074**

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

**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:

**Section 551.074**

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

**Section 551.087**

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

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

G. **ADJOURNMENT**

**CERTIFICATION**

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, January 19, 2023, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.



AGENDA FOR THE MEETING  
OF THE ROANOKE CITY COUNCIL

January 24, 2023  
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A handwritten signature in blue ink that reads "April S. Hill".

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April S. Hill, City Secretary

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

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





## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 01/10/2023 - CC Minutes

MEETING DATE: January 24, 2023

DEPARTMENT: City Secretary

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**ITEM SUMMARY:**

Consider approval of the minutes from the regular City Council meeting held on January 10, 2023.

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

1. CCMin 01-10-2023

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  
JANUARY 10, 2023  
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, and Brian Darby; Interim City Manager Cody Petree, City Secretary April S. Hill, and City Attorney Jeff Moore.

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

**ABSENT:** Mayor Pro Tem Holly Gray-Moore; Councilmembers: David Thompson and Hogan Page.

**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**

Mayor Gierisch swore in Police Officers Michael MacLean, Kenneth Richardson, and Manual Sullivan to the Roanoke Police Department.

**C. PUBLIC INPUT**

No one wished to speak.

**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 December 13, 2022.
2. Authorize the Interim City Manager to enter into an agreement between the City of



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

**January 10, 2023  
Page 2 of 2**

Roanoke and DFW StratComm Strategic Communications for Communications Audit and Communication Consultant Services.

3. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for the use of the Denton County Radio Communications System.
4. Consider approving the contract for Construction Manager at Risk (CMAR) for Sedalco Construction Services.

Motion made by Brian Darby second by Bryan Moyers to approve Consent Agenda Items 1 through 4.

Motion carried unanimously.

**E. EXECUTIVE SESSION**

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

**CITY COUNCIL DID NOT CONVENE INTO CLOSED SESSION.**

**Section 551.087**

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

**F. ADJOURNMENT**

Motion made by Bryan Moyers second by Brian Darby to adjourn the meeting at 7:13 p.m.

Motion carried unanimously.

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

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April S. Hill, City Secretary



## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Interlocal Agreement - Administration of Court Services.

MEETING DATE: January 24, 2023

DEPARTMENT: Finance

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### ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and the Town of Trophy Club for the Administration of Court Services.

### INFORMATION:

On October 1, 2021, the City of Roanoke and the Town of Trophy Club entered into an interlocal agreement for the administration of court services. The current agreement is set to expire on January 31, 2023. The City of Roanoke wishes to extend the agreement an additional year to January 31, 2024.

### STAFF RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement

### SPECIAL CONSIDERATION:

n/a

### FINANCIAL CONSIDERATION:

The City of Roanoke will receive 50% of all Trophy Club court revenue, after all state fines and fees have been paid.

### ATTACHMENTS:

1. 2023-01 Roanoke - Interlocal Agreement - Municipal Court Services with Trophy Club - markup
2. 2023-01 Roanoke - Interlocal Agreement - Municipal Court Services with Trophy Club - clean

**INTERLOCAL AGREEMENT  
FOR THE ADMINISTRATION OF MUNICIPAL COURT SERVICES  
FOR THE TOWN OF TROPHY CLUB, TEXAS BY THE CITY OF ROANOKE, TEXAS**

**THE STATE OF TEXAS   §  
                                          §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DENTON   §**

This **INTERLOCAL AGREEMENT** (hereinafter referred to as the “Agreement”), is made and entered into by the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “Roanoke”) and the **TOWN OF TROPHY CLUB, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “Trophy Club”), and each acting by and through its duly appointed and authorized Mayors.

**WHEREAS**, pursuant to the authority granted under Chapter 791 of the Texas Local Government Code; and

**WHEREAS**, the municipalities of Roanoke and Trophy Club recognize the joint benefits of Roanoke administering the court systems for both municipalities; and

**WHEREAS**, Trophy Club is desirous of Roanoke administering their municipal court activities to provide a more effective and efficient delivery of this key public service; and

**WHEREAS**, Roanoke has the facilities available to perform the municipal court services for both cities; and

**WHEREAS**, all payments for municipal court services to be made hereunder shall be made from current revenues available to the paying party; and

**WHEREAS**, Roanoke and Trophy Club have concluded that this Agreement fairly compensates the performing party for the municipal court services being provided hereunder; and

**WHEREAS**, Roanoke and Trophy Club believe that this Agreement is in the best interests of Roanoke and Trophy Club; and

**WHEREAS**, this Agreement was originally approved by the governing bodies of Roanoke and Trophy Club and commenced on October 1, 2021; and

**WHEREAS, the governing bodies of Roanoke and Trophy Club wish to extend this agreement; and**

**WHEREAS**, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”).

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Roanoke and Trophy Club agree as follows:

## **SECTION 1. RECITALS.**

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.**

- A. This Agreement ~~shall be~~ became effective as of ~~the Effective Date~~ October 1, 2021, as defined herein, and shall continue thereafter until **January 30, 2024**, unless terminated sooner under the provisions hereof.
- B. This Agreement may be terminated by either party with ninety (90) days advance written notice to the other party.

## **SECTION 3. AFFIRMATIVE OBLIGATIONS AND SCOPE OF SERVICES.**

- A. Roanoke hereby agrees to provide Trophy Club the following equipment, services, personnel and facilities:
  - a. Commencing October 1, 2021, at 12:01 a.m., Roanoke will provide municipal court administration services at the Roanoke municipal court facilities. The Municipal Judge, appointed by Roanoke, will also be appointed as The Municipal Court Judge or as an associate judge for the Town of Trophy Club (as described in *Exhibit A*) and the Municipal Judge will establish the policies and procedures for municipal court proceedings. Roanoke will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
    - i. Filing and prosecution of Class C misdemeanor criminal laws and ordinance violations which occur in Trophy Club and which are subsequently filed with the Roanoke Court clerk including the interpretation, application and enforcement of Trophy Club ordinances and state law, as well as the adjudication of all matters both civil and criminal that may be within the jurisdiction of municipal courts of the State of Texas;
    - ii. Maintenance of all citations and other applicable records related to citations issued in Trophy Club and filed with the Roanoke Court clerk;
    - iii. Completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;

- iv. Informing all defendants of citations issued in Trophy Club of their legal options under the laws of the State of Texas;
  - v. Providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services;
  - vi. Providing financial reports to Trophy Club and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by Trophy Club for compliance with GAAP; and
  - vii. Maintaining a service level to Trophy Club that complies with all applicable standards for the court functions as required presently and in the future by applicable law.
- b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for Roanoke and Trophy Club, including providing all employee policies and procedures and the administration thereof shall be provided by Roanoke.
  - c. Roanoke shall prepare and administer reports as shown on ***Exhibit B***.
  - d. Roanoke shall contract for and pay directly to the contractor all costs associated with prosecution services for Roanoke and Trophy Club related court actions.
  - e. Roanoke will oversee all court personnel and handle all court accounting.
  - f. Roanoke shall have sole discretion to choose all platforms, software, or vendors related to the processing and administration of Trophy Club citations.
  - g. In the event that the municipal court facilities located at Roanoke are damaged due to a natural or a manmade disaster and is unusable, Roanoke will have a contingency plan to continue to provide the services under this Agreement at another facility within Denton County.
- B. Trophy Club shall provide, or cause to be provided to Roanoke municipal court staff, full access to Trophy Club's municipal court Incode software, or any other software utilized in the Trophy Club municipal court;
  - C. Trophy Club shall comply with any notification requirements to be included with citations issued by the Trophy Club police department, fire department, code enforcement or other designated city official authorized to issue citations;
  - D. Trophy Club shall, upon request, provide to the Roanoke municipal court staff, including the prosecutor and/or Judge, any backup documentation, including photographs, police

reports, call sheets or officer notes, in order to assist in the filing, prosecution and resolution of Trophy Club citations filed with the Roanoke municipal court;

- E. Trophy Club shall provide, or cause to be provided to Roanoke municipal court staff, access to Trophy Club's utility customers or other lists or databases of Trophy Club residents in order summons citizens of Trophy Club to serve on jury trials for offenses occurring in the Trophy Club geographic area.

#### **SECTION 4. FUNDING OBLIGATIONS.**

- A. Trophy Club agrees to pay or cause to be paid to Roanoke or allow Roanoke to retain fifty percent (50%) of all court revenues collected after state fines and fees are paid to the State of Texas, including any prior or outstanding warrants and court costs and fees collected from the combined municipal court services on cases originated in Trophy Club. Such funding constitutes consideration for this Agreement.
- B. Roanoke shall contract for and pay directly to the contractor all costs associated with prosecution services for Trophy Club related court actions, and will allocate a portion of the cost of these services based on Trophy Club caseload, to be paid from Trophy Club's share of revenue as defined in Section 4, A above.
- ~~C. Trophy Club will pay a one-time equipment and re-configuration costs up to but not to exceed \$10,000 for additional court security and court technology upgrades to the Roanoke Municipal court to prepare the facility for additional court volume.~~
- ~~D.C. Trophy Club will pay, directly to Tyler Technology, all costs associated with the training and implementation of~~ use of ~~the INCODE 10 software by Roanoke personnel, including any training for new court personnel. up to but not to exceed \$7,000.~~
- ~~E.D.~~ Roanoke Municipal Court may request annually, during the budget process, the use of Trophy Club's court technology and building security funds for upgrades to the Roanoke Municipal Court. These requests must be presented, reviewed, and approved by both the governing bodies of Trophy Club and Roanoke.

#### **SECTION 5. CANCELLATION.**

- A. Trophy Club and Roanoke shall have the right to terminate, based on the provisions of this Agreement, if the other party breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from the other party. If the Agreement is terminated under this paragraph, Roanoke shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to Trophy Club.
- B. After the initial term of this Agreement, all parties shall have the right to terminate this Agreement by giving written notice at least six (6) months prior to October 1<sup>st</sup> of the year



in which notice is given. All payments by Trophy Club to Roanoke shall continue until the cancellation date or as mutually agreed to by both parties.

## SECTION 6. 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. 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. **Annual Review.** Annually, at the time the cost for municipal court services ~~are~~is recalculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of Roanoke and Trophy Club.
- C. **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.
- D. **Approval; Effective Date.** This Agreement has been approved by the governing bodies of Roanoke and Trophy Club, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Roanoke and Trophy Club at a duly called and posted meeting. This Agreement shall become effective at **12:01 a.m. on October 1, 2021** (the "Effective Date").
- E. **Assignment.** This Agreement may not be assigned without the express written consent of the other Parties.
- F. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Roanoke warrants and represents that the individual executing this Agreement on behalf of Roanoke has full authority to execute this Agreement and bind Roanoke to the same. Trophy Club warrants and represents that the individual executing this Agreement on Trophy Club's behalf has full authority to execute this Agreement and bind it to the same.
- G. **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 this Agreement.
- H. **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.
- I. **Independent Contractor.** All parties mutually agree that Roanoke is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Roanoke in no way are to be considered employees of Trophy Club. The employment

rights of Roanoke personnel assigned under this Agreement will not be abridged.

J. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of Roanoke and Trophy Club that any entity other than Roanoke or Trophy Club receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the parties to this Agreement.

K. **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, Trophy Club and Roanoke do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise.

L. **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 the Roanoke:      City of Roanoke, Texas  
                                 500 S. Oak Street  
                                 Roanoke, Texas 76262  
                                 Attn: Scott Campbell, City Manager  
                                 Phone Number: (817) 491-2411

If to Trophy Club:      Town of Trophy Club, Texas  
                                 1 Trophy Wood Drive  
                                 Trophy Club, Texas 76262  
                                 Attn: Wade Carroll, Town Manager  
                                 Phone Number: (682) 237-2900

M. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.

N. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**[The Remainder of this Page Intentionally Left Blank]**

**ROANOKE:**

**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:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

**TROPHY CLUB:**

**TOWN OF TROPHY CLUB, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Alicia L. Fleury, Mayor

Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Leticia Vacek, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
J. David Dodd, City Attorney

### *Exhibit A*

Roanoke and Trophy Club recognize that the administration of Trophy Club cases in the Roanoke Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge. The current Presiding Judge for Roanoke will serve as the presiding judge for the Roanoke Municipal Court and will be appointed as the Municipal Court Judge or as an associate judge to preside over Trophy Club cases. The Trophy Club presiding Judge shall not have any duties, obligations or responsibilities with regard to the cases filed in the Roanoke Municipal Court.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the cases filed in the Roanoke Municipal court, including but not limited to the following: establishment of all court policies and judicial orders relating to the filing, processing and resolution of all cases, adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, Class C warrant issuance), juror notification, setting of bonds, other judicial proceedings and magistrate services. Trophy Club shall appoint the current presiding judge of the Roanoke Municipal Court as an associate judge for Trophy Club Municipal Court. In addition, Trophy Club shall appoint the two (2) current associate judges of the Roanoke Municipal Court as associate judges for Trophy Club Municipal Court to serve in the event of a conflict of interest or unexpected unavailability of the Roanoke Presiding Judge. All judicial services pursuant to this Agreement shall be provided at the Roanoke facilities and by a Roanoke-appointed judge.

***Exhibit B***

[Reports]

**Reporting -**

Roanoke will prepare the following reports and submit for Trophy Club the following State of Texas Reports:

- Official Municipal Court Monthly Report (monthly)
- State Criminal Costs and Fees (quarterly)
- Child Safety Violation — for cases pending prior to 9-28-11 (annual when applicable)
- DR18 — Notice of Final Conviction (weekly)
- DIC15 — Notice of Conviction or Suspension/Disqualification (weekly when applicable)
- DIC21 — Notice of Suspension Violation of License (monthly when applicable)

Nonresident Violator Compact (when necessary) Racial Profiling (as requested)

And all other reports required by legislative changes at the mandated frequency level

Other reports:

- Collection agency fee distribution list (monthly)

And all other reports requested by Trophy Club for outside service provider

Financial reports for Trophy Club

Financial reports necessary to facilitate appropriate recording of fine and forfeiture revenue, cash bonds posted, state tax liability

And any other reports deemed necessary by Trophy Club to facilitate financial reporting.

Other reports for Trophy Club

- Reports available through court and/or financial software to respond to Trophy Club open records requests.

~~Trophy Club will cooperate with Roanoke in providing any past information necessary for state reporting requirements for all reports prior to October 1, 2021.~~

**INTERLOCAL AGREEMENT  
FOR THE ADMINISTRATION OF MUNICIPAL COURT SERVICES  
FOR THE TOWN OF TROPHY CLUB, TEXAS BY THE CITY OF ROANOKE, TEXAS**

**THE STATE OF TEXAS   §  
                                          §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DENTON   §**

This **INTERLOCAL AGREEMENT** (hereinafter referred to as the “Agreement”), is made and entered into by the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “Roanoke”) and the **TOWN OF TROPHY CLUB, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “Trophy Club”), and each acting by and through its duly appointed and authorized Mayors.

**WHEREAS**, pursuant to the authority granted under Chapter 791 of the Texas Local Government Code; and

**WHEREAS**, the municipalities of Roanoke and Trophy Club recognize the joint benefits of Roanoke administering the court systems for both municipalities; and

**WHEREAS**, Trophy Club is desirous of Roanoke administering their municipal court activities to provide a more effective and efficient delivery of this key public service; and

**WHEREAS**, Roanoke has the facilities available to perform the municipal court services for both cities; and

**WHEREAS**, all payments for municipal court services to be made hereunder shall be made from current revenues available to the paying party; and

**WHEREAS**, Roanoke and Trophy Club have concluded that this Agreement fairly compensates the performing party for the municipal court services being provided hereunder; and

**WHEREAS**, Roanoke and Trophy Club believe that this Agreement is in the best interests of Roanoke and Trophy Club; and

**WHEREAS**, this Agreement was originally approved by the governing bodies of Roanoke and Trophy Club and commenced on October 1, 2021; and

**WHEREAS**, the governing bodies of Roanoke and Trophy Club wish to extend this agreement; and

**WHEREAS**, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”).

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Roanoke and Trophy Club agree as follows:

## **SECTION 1. RECITALS.**

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.**

- A. This Agreement became effective as of October 1, 2021, as defined herein, and shall continue thereafter until **January 30, 2024**, unless terminated sooner under the provisions hereof.
- B. This Agreement may be terminated by either party with ninety (90) days advance written notice to the other party.

## **SECTION 3. AFFIRMATIVE OBLIGATIONS AND SCOPE OF SERVICES.**

- A. Roanoke hereby agrees to provide Trophy Club the following equipment, services, personnel and facilities:
  - a. Commencing October 1, 2021, at 12:01 a.m., Roanoke will provide municipal court administration services at the Roanoke municipal court facilities. The Municipal Judge, appointed by Roanoke, will also be appointed as The Municipal Court Judge or as an associate judge for the Town of Trophy Club (as described in ***Exhibit A***) and the Municipal Judge will establish the policies and procedures for municipal court proceedings. Roanoke will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
    - i. Filing and prosecution of Class C misdemeanor criminal laws and ordinance violations which occur in Trophy Club and which are subsequently filed with the Roanoke Court clerk including the interpretation, application and enforcement of Trophy Club ordinances and state law, as well as the adjudication of all matters both civil and criminal that may be within the jurisdiction of municipal courts of the State of Texas;
    - ii. Maintenance of all citations and other applicable records related to citations issued in Trophy Club and filed with the Roanoke Court clerk;
    - iii. Completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
    - iv. Informing all defendants of citations issued in Trophy Club of their legal options under the laws of the State of Texas;



- v. Providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services;
    - vi. Providing financial reports to Trophy Club and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by Trophy Club for compliance with GAAP; and
    - vii. Maintaining a service level to Trophy Club that complies with all applicable standards for the court functions as required presently and in the future by applicable law.
  - b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for Roanoke and Trophy Club, including providing all employee policies and procedures and the administration thereof shall be provided by Roanoke.
  - c. Roanoke shall prepare and administer reports as shown on ***Exhibit B***.
  - d. Roanoke shall contract for and pay directly to the contractor all costs associated with prosecution services for Roanoke and Trophy Club related court actions.
  - e. Roanoke will oversee all court personnel and handle all court accounting.
  - f. Roanoke shall have sole discretion to choose all platforms, software, or vendors related to the processing and administration of Trophy Club citations.
  - g. In the event that the municipal court facilities located at Roanoke are damaged due to a natural or a manmade disaster and is unusable, Roanoke will have a contingency plan to continue to provide the services under this Agreement at another facility within Denton County.
- B. Trophy Club shall provide, or cause to be provided to Roanoke municipal court staff, full access to Trophy Club's municipal court Incode software, or any other software utilized in the Trophy Club municipal court;
- C. Trophy Club shall comply with any notification requirements to be included with citations issued by the Trophy Club police department, fire department, code enforcement or other designated city official authorized to issue citations;
- D. Trophy Club shall, upon request, provide to the Roanoke municipal court staff, including the prosecutor and/or Judge, any backup documentation, including photographs, police reports, call sheets or officer notes, in order to assist in the filing, prosecution and resolution of Trophy Club citations filed with the Roanoke municipal court;

- E. Trophy Club shall provide, or cause to be provided to Roanoke municipal court staff, access to Trophy Club's utility customers or other lists or databases of Trophy Club residents in order summons citizens of Trophy Club to serve on jury trials for offenses occurring in the Trophy Club geographic area.

#### **SECTION 4. FUNDING OBLIGATIONS.**

- A. Trophy Club agrees to pay or cause to be paid to Roanoke or allow Roanoke to retain fifty percent (50%) of all court revenues collected after state fines and fees are paid to the State of Texas, including any prior or outstanding warrants and court costs and fees collected from the combined municipal court services on cases originated in Trophy Club. Such funding constitutes consideration for this Agreement.
- B. Roanoke shall contract for and pay directly to the contractor all costs associated with prosecution services for Trophy Club related court actions, and will allocate a portion of the cost of these services based on Trophy Club caseload, to be paid from Trophy Club's share of revenue as defined in Section 4, A above.
- C. Trophy Club will pay, directly to Tyler Technology, all costs associated with the use of the INCODE 10 software by Roanoke personnel, including any training for new court personnel.
- D. Roanoke Municipal Court may request annually, during the budget process, the use of Trophy Club's court technology and building security funds for upgrades to the Roanoke Municipal Court. These requests must be presented, reviewed, and approved by both the governing bodies of Trophy Club and Roanoke.

#### **SECTION 5. CANCELLATION.**

- A. Trophy Club and Roanoke shall have the right to terminate, based on the provisions of this Agreement, if the other party breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from the other party. If the Agreement is terminated under this paragraph, Roanoke shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to Trophy Club.
- B. After the initial term of this Agreement, all parties shall have the right to terminate this Agreement by giving written notice at least six (6) months prior to October 1<sup>st</sup> of the year in which notice is given. All payments by Trophy Club to Roanoke shall continue until the cancellation date or as mutually agreed to by both parties.

## SECTION 6. 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. 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. **Annual Review.** Annually, at the time the cost for municipal court services is recalculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of Roanoke and Trophy Club.
- C. **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.
- D. **Approval; Effective Date.** This Agreement has been approved by the governing bodies of Roanoke and Trophy Club, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Roanoke and Trophy Club at a duly called and posted meeting. This Agreement shall become effective at **12:01 a.m. on October 1, 2021** (the "Effective Date").
- E. **Assignment.** This Agreement may not be assigned without the express written consent of the other Parties.
- F. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Roanoke warrants and represents that the individual executing this Agreement on behalf of Roanoke has full authority to execute this Agreement and bind Roanoke to the same. Trophy Club warrants and represents that the individual executing this Agreement on Trophy Club's behalf has full authority to execute this Agreement and bind it to the same.
- G. **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 this Agreement.
- H. **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.
- I. **Independent Contractor.** All parties mutually agree that Roanoke is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Roanoke in no way are to be considered employees of Trophy Club. The employment

rights of Roanoke personnel assigned under this Agreement will not be abridged.

J. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of Roanoke and Trophy Club that any entity other than Roanoke or Trophy Club receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the parties to this Agreement.

K. **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, Trophy Club and Roanoke do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise.

L. **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 the Roanoke:      City of Roanoke, Texas  
                                 500 S. Oak Street  
                                 Roanoke, Texas 76262  
                                 Attn: Scott Campbell, City Manager  
                                 Phone Number: (817) 491-2411

If to Trophy Club:      Town of Trophy Club, Texas  
                                 1 Trophy Wood Drive  
                                 Trophy Club, Texas 76262  
                                 Attn: Wade Carroll, Town Manager  
                                 Phone Number: (682) 237-2900

M. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.

N. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**[The Remainder of this Page Intentionally Left Blank]**

**ROANOKE:**

**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:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

**TROPHY CLUB:**

**TOWN OF TROPHY CLUB, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Alicia L. Fleury, Mayor

Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Anita Otterson, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
J. David Dodd, City Attorney

### ***Exhibit A***

Roanoke and Trophy Club recognize that the administration of Trophy Club cases in the Roanoke Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge. The current Presiding Judge for Roanoke will serve as the presiding judge for the Roanoke Municipal Court and will be appointed as the Municipal Court Judge or as an associate judge to preside over Trophy Club cases. The Trophy Club presiding Judge shall not have any duties, obligations or responsibilities with regard to the cases filed in the Roanoke Municipal Court.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the cases filed in the Roanoke Municipal court, including but not limited to the following: establishment of all court policies and judicial orders relating to the filing, processing and resolution of all cases, adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, Class C warrant issuance), juror notification, setting of bonds, other judicial proceedings and magistrate services. Trophy Club shall appoint the current presiding judge of the Roanoke Municipal Court as an associate judge for Trophy Club Municipal Court. In addition, Trophy Club shall appoint the two (2) current associate judges of the Roanoke Municipal Court as associate judges for Trophy Club Municipal Court to serve in the event of a conflict of interest or unexpected unavailability of the Roanoke Presiding Judge. All judicial services pursuant to this Agreement shall be provided at the Roanoke facilities and by a Roanoke-appointed judge.

***Exhibit B***

**[Reports]**

**Reporting -**

Roanoke will prepare the following reports and submit for Trophy Club the following State of Texas Reports:

- Official Municipal Court Monthly Report (monthly)
- State Criminal Costs and Fees (quarterly)
- Child Safety Violation — for cases pending prior to 9-28-11 (annual when applicable)
- DR18 — Notice of Final Conviction (weekly)
- DIC15 — Notice of Conviction or Suspension/Disqualification (weekly when applicable)
- DIC21 — Notice of Suspension Violation of License (monthly when applicable)

Nonresident Violator Compact (when necessary) Racial Profiling (as requested)

And all other reports required by legislative changes at the mandated frequency level

Other reports:

- Collection agency fee distribution list (monthly)

And all other reports requested by Trophy Club for outside service provider

Financial reports for Trophy Club

Financial reports necessary to facilitate appropriate recording of fine and forfeiture revenue, cash bonds posted, state tax liability

And any other reports deemed necessary by Trophy Club to facilitate financial reporting.

Other reports for Trophy Club

- Reports available through court and/or financial software to respond to Trophy Club open records requests.



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ArtsNET Service Agreement - Evenings on Oak

MEETING DATE: January 24, 2023

DEPARTMENT: Administration

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### ITEM SUMMARY:

Consider approval of an agreement between the City of Roanoke and the Arts Council Northeast of Tarrant County for management services of the Evenings on Oak Concert Series 2023.

### INFORMATION:

The City of Roanoke utilizes the Arts Council Northeast of Tarrant County "ArtsNET" to manage the acquisition of talent for the Evenings on Oak Concert Series. The City of Roanoke has coordinated with ArtsNET for several years. The intention of the agreement is to provide specific guidelines for services, which will be reevaluated for the next fiscal year.

### STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

An amount of \$12,000 has been budgeted for this item.

### ATTACHMENTS:

1. Evenings on Oak 2023 ArtsNET Contract- Final



**STATE OF TEXAS**  
**COUNTY OF DENTON**

**THIS AGREEMENT** is entered into by and between the City of Roanoke, Texas (hereinafter referred to as "City of Roanoke"), and the Arts Council Northeast of Tarrant County, a non-profit corporation of Texas, acting by and through its duly authorized Executive Director (hereinafter referred to as "ARTS COUNCIL NORTHEAST"), an organization exempt from taxation under Section 501(c) (3) of the Internal Revenue Code.

**WHEREAS**, the mission of ARTS COUNCIL NORTHEAST is to encourage, support and facilitate artistic cultural opportunities within the communities of North Tarrant County; and

**WHEREAS**, City of Roanoke and ARTS COUNCIL NORTHEAST desire to enter into an agreement whereby ARTS COUNCIL NORTHEAST will provide management and facilitation of the City of Roanoke Evenings on Oak Concert Series 2023. \* See scope of services for a detailed explanation of "management and facilitation".

**NOW, THEREFORE**, City of Roanoke and ARTS COUNCIL NORTHEAST, in consideration of the mutual undertakings hereunder set forth, do hereby covenant and agree as follows:

**SECTION 1**

**SCOPE OF SERVICES**

- A. ARTS COUNCIL NORTHEAST shall provide the services as outlined in the attached Appendix, Section A.
- B. City of Roanoke shall provide services as outlined in the attached Appendix, Section A.

**SECTION 2**

**CITY AND ARTS COUNCIL NORTHEAST STAFF CONTACTS**

ARTS COUNCIL NORTHEAST and the City shall both provide staff liaisons as outlined in the attached Appendix, Section A.

**SECTION 3**

**GOVERNANCE**

ARTS COUNCIL NORTHEAST shall be solely governed by its board of directors, who shall meet in accordance with the bylaws and articles of incorporation.

**SECTION 4**

**CONSIDERATION**

City of Roanoke agrees to an annual payment to be paid to ARTS COUNCIL NORTHEAST in the amount of \$12,000 to be dispersed upon receipt of invoice. Payment by the

City of Roanoke shall be applied by ARTS COUNCIL NORTHEAST as described in the attached Appendix, Section A.

## **SECTION 5 REPORTING**

- A. ARTS COUNCIL NORTHEAST shall generate and provide to City of Roanoke annual reports regarding the performance measures outlined in the attached Appendix, Section B.
- B. The City of Roanoke shall have the right to review the books and records kept incident to the services provided by ARTS COUNCIL NORTHEAST to the City.

## **SECTION 6 INSURANCE AND INDEMNIFICATION**

**ARTS COUNCIL NORTHEAST AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY OF ROANOKE, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/ OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT ACT OR OMISSION OF ARTS COUNCIL NORTHEAST, ITS OFFICERS, EMPLOYEES AND AGENTS, IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. ARTS COUNCIL NORTHEAST SHALL NOT BE REQUIRED TO INDEMNIFY THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FOR ANY DAMAGES OR LIABILITY FOUND BY A COURT TO HAVE ARISEN FROM THE NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT OF ANY APPLICABLE INSURANCE COVERAGES.** In addition, ARTS COUNCIL NORTHEAST agrees to have all performers, hired to render services, sign and submit a notarized Hold Harmless and Indemnity Agreement for City of Roanoke.

## **SECTION 7 INDEPENDENT CONTRACTOR**

In performing the services hereunder, ARTS COUNCIL NORTHEAST is acting as an independent contractor, and shall not be deemed an employee, agent or partner of the City of Roanoke. Neither party shall have the authority to make binding representations or agreements on behalf of the other.

## **SECTION 8 TERM OF AGREEMENT AND REVIEW OF PERFORMANCE**

A. The term of this Agreement shall be for a period beginning April 1, 2023 and ending June 30, 2023.

B. At the end of the term, the City of Roanoke will undertake an annual review of the performance based upon performance and quality measures outlined in the attached Appendix, Section B.

C. Notwithstanding any provision herein to the contrary, either party may terminate this Agreement upon 30 days written notice to the other. Upon termination, or if ARTS COUNCIL NORTHEAST ceases to provide services under this Agreement, ARTS COUNCIL NORTHEAST shall return to the City of Roanoke any unexpended funds paid pursuant to this Agreement.

## **SECTION 9**

### **NO WAIVER OF GOVERNMENTAL IMMUNITY**

Notwithstanding any provision of this Agreement to the contrary, nothing contained in this Agreement shall be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants or employees. To the extent there may be a waiver of immunity under state law, the remedies available to enforce this Agreement are limited to mandamus, specific performance or injunctive relief. Both parties specifically waive all other remedies, including suits for damages and recovery of attorney's fees.

## **SECTION 10**

### **MISCELLANEOUS**

This Agreement sets forth all the agreements between the parties and no modification shall be effective unless reduced to writing and signed by the part to be changed therewith.

This document may be executed in duplicate originals.

**IN WITNESS WHEREOF** the City and ARTS COUNCIL NORTHEAST have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF ROANOKE, TEXAS**  
A Texas home-rule municipality,

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

**ARTS COUNCIL NORTHEAST**  
A Texas non-profit corporation,

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREEMENT BETWEEN**  
**CITY OF ROANOKE, TX**  
**AND**  
**ARTS COUNCIL NORTHEAST**  
**APPENDIX**  
**SECTION A**  
**SCOPE OF SERVICES**

A. In return for payment described in Section 4 of this Agreement, ARTS COUNCIL NORTHEAST shall provide the following services:

1. ARTS COUNCIL NORTHEAST staff contact person to serve as a liaison between the ARTS COUNCIL NORTHEAST and the City of Roanoke:

- a. Name: Ivette Sanchez
- b. Title: Office Manager
- c. Phone: (682) 326-8869
- d. Email Address: council@theartnet.org

2. Perform minimum of six (6) and a maximum of ten (10) events free to the public between April 1 and June 30, 2023. Actual number of concerts will be dependent upon schedule requests and market pricing. Proposed events include, but are not limited to, the annual Evenings on Oak Concert Series in Austin St. Plaza. Special Events Department staff will work with ARTS COUNCIL NORTHEAST to develop proposed performances and the City of Roanoke will review the proposed line up.

3. Scheduling of concerts and make up concerts, if necessary, will be by agreement of the City of Roanoke designated staff member and ARTS COUNCIL NORTHEAST.

4. Provide citizens access and opportunity to participate in the arts, support community cultural events, and provide educational programs to both children and adults in the community at no charge.

5. Address any needs of the band (per the band rider and contractual agreements) before, during or after the concert including but not limited to water, chairs, sunscreen, etc. and excluding alcohol. \* Any requests regarding food or specific beverages will be incurred at the expense of ARTS COUNCIL NOTHEAST.

6. Make any relevant announcements on stage including band introductions, ARTS COUNCIL NORTHEAST information, sponsor thanks, etc.

B. In addition to payment described in Section 4 of this Agreement, City of Roanoke shall:

1. Provide a staff contact person to serve as a liaison between City of Roanoke and ARTS COUNCIL NORTHEAST.

a. Name: Collin Knight

b. Title: Special Events Coordinator

c. Phone: (817) 491-2411

d. Email Address: cknight@roanoketexas.com

2. Provide access to the City of Roanoke logo for use by ARTS COUNCIL NORTHEAST. Such use is subject to review and approval by the City of Roanoke Marketing Department.

## **SECTION B**

### **PERFORMANCE AND QUALITY MEASURES**

In evaluating ARTS COUNCIL NORTHEAST performance pursuant to Section 8 of this Agreement, the City of Roanoke will determine whether ARTS COUNCIL NORTHEAST has met the following performance measures.

A. The ARTS COUNCIL NORTHEAST organization will track attendance at concerts and provide that information to City of Roanoke staff at the end of each concert series (June 30).



## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Resolution No. 2023-100R - Assessment & Invoice for Steering Committee of Cities served by Oncor

MEETING DATE: January 24, 2023

DEPARTMENT: Assistant City Manager

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### **ITEM SUMMARY:**

Consider approval of Resolution No. 2023-100R authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

### **INFORMATION:**

#### **Purpose of the Resolution**

The City of Roanoke is a member of a 171-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

#### **Why this Resolution is Necessary**

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is



## AGENDA ITEM

a fair method for the members to bear the burdens associated with the benefits received from that membership.

### **Explanation of “Be It Resolved” Paragraphs**

- I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.
- II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.
- III. This paragraph requires payment of the 2023 assessment be made and a copy of the resolution be sent to the Steering Committee.

### **STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 2023-100R

### **SPECIAL CONSIDERATION:**

### **FINANCIAL CONSIDERATION:**

#### ATTACHMENTS:

1. Memo to Steering Committee Re 2023 OCSC Membership Assessment Invoice
2. RES NO 2023-100 R - Steering Cities-Oncor - Resolution 2023 OCSC Assessment-Invoice
3. 2023 OCSC Invoice-Roanoke
4. OCSC Newsletter 2022 Year in Review
5. OCSC List of Participating Cities



## MEMORANDUM

TO: Steering Committee of Cities Served by Oncor  
FROM: Paige Mims, Chair  
DATE: January, 2023  
RE: **Action Needed – 2023 Membership Assessment Invoice**

Enclosed please find the 2023 Steering Committee of Cities Served by Oncor (“Steering Committee”) membership assessment invoice and draft resolution. These items are discussed below. We ask that your city please take action on the membership assessment as soon as possible.

Although the Steering Committee does not require that your city take action by resolution to approve the assessment, some members have requested a resolution authorizing payment of the 2023 membership assessment. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the Steering Committee participation agreement.

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*. If you have any questions, please feel free to contact me at (972/941-7125) or Thomas Brocato ([tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com), (512/914-5061).

### **Membership Assessment Invoice and Resolution**

The Steering Committee is the most active consumer group advocating the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution (*i.e.*, wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC (“Oncor”).

The work undertaken by the Steering Committee has saved cities and ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice before the Public Utility Commission of Texas (“Commission” or “PUC”), ERCOT, the Legislature, and in the courts, the Steering Committee must have your support. The membership assessment is deposited in an account which funds Steering Committee activities.

Currently, the Steering Committee is involved in numerous rulemakings and projects at the PUC. The Steering Committee expects to participate in Oncor’s Rate Case and Energy Efficiency Cost Recovery Factor (“EECRF”) proceedings later this year.

On December 8, 2022, the Steering Committee approved the 2023 assessment for Steering Committee membership. Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2023 is a per capita fee of \$0.10 based upon the population figures for each city shown in the latest TML Directory of City Officials. The enclosed invoice represents your city’s assessment amount.

To assist you in the assessment process, we have attached several documents to this memorandum for your use:

- OCSC 2022 Year in Review
- Model resolution approving the 2023 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Steering Committee members
- 2023 Assessment invoice
- 2024 Assessment invoice and statement (only if not yet paid)
- Blank member contact form to update distribution lists

RESOLUTION NO. 2023-100R

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Roanoke is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2022 meeting set a budget for 2023 that compels an assessment of ten cents (\$0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Roanoke and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 24<sup>th</sup> day of January, 2023, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Roanoke, Texas.

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

ATTEST:

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

APPROVED AS TO FORM:

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

City of Arlington, c/o Oncor Cities  
 Steering Committee  
 Attn: Brandi Stigler  
 101 S. Mesquite St., Ste. 300  
 MS # 63-0300  
 Arlington, TX 76010

# Invoice

| Date     | Invoice # |
|----------|-----------|
| 1/4/2023 | 23-123    |

|                 |
|-----------------|
| Bill To         |
| City of Roanoke |

| Item                                                                                                                                                                                                                                  | Population | Per Capita   | Amount   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|----------|
| 2023 Membership Assessment                                                                                                                                                                                                            | 9,878      | 0.10         | 987.80   |
| Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010 |            | <b>Total</b> | \$987.80 |

# 2022 OCSC NEWSLETTER

Steering Committee of  
Cities Served by  
**Oncor**

## 2022 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2022 events and looks ahead to 2023.

## OCSC Welcomes New 2022 Members

The Steering Committee of Cities Served by Oncor welcomed several new members to the coalition in 2022, including the cities of Seymour, Garrett, Lavon, Gunter and Hutchins. OCSC, an organization of more than 160 Texas cities with residents served by the Oncor transmission and distribution utility, represents consumer interests in ratemaking matters at the Public Utility Commission of Texas. Membership in this standing committee is determined by passage of a resolution by each governing body.

## Oncor Rate Case Update

On December 28, 2022, after several months of deliberation, the State Office of Administrative Hearing (SOAH) released its Proposal for Decision (PFD) in Oncor's ongoing rate case, PUC Docket No. 53601. Oncor initially filed its application to change rates with the Public Utility Commission of Texas on May 13, 2022, requesting an annual retail base rate revenue requirement of \$5.811 billion. Put differently, Oncor sought a \$251 million increase to its revenue requirement, which represents a 4.5 percent increase over its adjusted test-year revenues. If adopted, the requested revenue requirement would have increased residential rates by 11.2 percent.

OCSC played an active role throughout the case, with recommendations focused on striking an appropriate balance between consumer rates and Oncor's capital recovery. OCSC recommended that the PUC reduce Oncor's requested revenue requirement by \$525.7 million. If adopted, this reduction would result in a \$275 million reduction to Oncor's 2021 test-year revenue requirement.

SOAH agreed that Oncor's requested rates would unduly burden consumers. Accordingly, the PFD recommends that the PUC decrease Oncor's test-year revenue requirement by \$60.6 million.

To reach its conclusion, among other things, SOAH found that:

- Oncor's current capital structure of 57.5% long-term debt and 42.5% common equity is appropriate.
- Oncor's Return on Equity (ROE) should be 9.3% rather than Oncor's requested ROE of 10.30%.
- The PUC should not consider Oncor's mobile generation unit leasing costs, which accounted for \$3.1 million of Oncor's rate base, in Oncor's revenue requirement.
- A ten-year amortization period for all non-tax regulatory assets and liabilities, except the Intangible Amortization Over-Recovery Liability, is appropriate. The Intangible

Amortization Over-Recovery Liability should have a five-year amortization period.

The PFD also addresses substantive concerns raised by OCSC in hearing. For example, the PFD recommends that the PUC include language in Oncor's tariff that expressly grants city customers input in selecting street light alternatives.

The PFD, if adopted by the PUC commissioners,

would substantially lower Oncor's requested revenue requirement and, among other things, ensure that city customers have appropriate input in key decisions such as Oncor's streetlamp selections. To take effect, the PFD still must be adopted by the PUC Commissioners. The Commissioners should issue their decision soon, likely at the next PUC Open Meeting on January 12, 2023.

Find more information at the PUC website, under Docket No. 53601.

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## **Policymakers Consider Post-Winter Storm Uri Market Reforms**

In response to the statewide power outages from the previous year, the Public Utility Commission during 2022 continued its consideration of potentially far-reaching reforms for the ERCOT market.

Broadly referred to as "Phase II" reforms, the market modifications — if authorized — could lead to generation capacity additions but likewise add to consumer costs. Consideration of these Phase II changes followed the adoption of so-called "Phase I" changes in 2021. These previous changes included new weatherization requirements for power plants and modifications to existing operational rules at ERCOT.

On Nov. 10, the Public Utility Commission released an independent study from the San Francisco-based E3 consulting firm that outlined several Phase II reform options. These included a "Performance Credits Mechanism" model favored by PUC chair Peter Lake, and a separate "Forward Reliability Market" favored by the E3 consultants themselves.

However, both proposals as well as others in the E3 report drew pushback from key lawmakers during 2022. Some representatives of influential ERCOT stakeholder groups and the state's independent monitor of the ERCOT market also panned the E3 analysis during Nov. 17 and Dec. 5 legislative hearings.

### **Reform Options**

The Forward Reliability Market (recommended by the E3 consultants) and the Performance Credits Mechanism (favored by PUC Chair Lake) share various operational similarities and would impact consumers in similar ways. For example, both would add approximately \$460 million per year to energy costs, according to the E3 report. Both also appear similar to "capacity market" concepts historically rejected in Texas.

More specifically, the Forward Reliability Market ("FRM") design recommended by the E3 consultants would establish a reliability standard within ERCOT — that is, a level of targeted capacity reserves based on calculated outage risks — and then a corresponding quantity of reliability credits would be created to fulfill that standard. Market participants would acquire these reliability credits through a mandatory, centrally cleared forward market administered by ERCOT.

By contrast, PUC Chair Lake's favored Performance Credits Mechanism ("PCM") design would establish a reliability standard along with a corresponding quantity of performance credits. The performance credits would be purchased by load-serving entities, and the value of the credits would go to generation resources based on their availability during high-risk hours. The overall value of the credits would be determined by an administratively set demand curve. In addition, the PCM design allows for load-serving entities and generators to trade Performance Credits during the year, through a voluntary market.

Other market designs examined by E3 include the state's status quo Energy Only design, a Load Serving Entity Reliability Obligation design, a Backstop Reliability Service design, a Dispatchable Energy Credits design, and a hybrid of the Backstop Reliability Service and Dispatchable Energy Credits designs.

## Legislative Concerns

These market reform efforts pursued by the PUC and the E3 report took center stage during a pair of legislative committee meetings — a Nov. 17 meeting of the Senate Business and Commerce Committee, and a Dec. 5 meeting of the House State Affairs committee. The E3 consultants themselves did not appear at either meeting — an absence described as “bad form” by one of the lawmakers.

Of the two committee meetings, it was that of Senate Business and Commerce in which lawmakers expressed the most skepticism about the report’s findings. For instance, Sen. Charles Schwertner, chair of the Senate Business and Commerce Committee, questioned whether any of the plans would guarantee the construction of new thermal generation. In addition, all nine Senate committee members signed onto a critical Dec. 1 letter addressed to the PUC. The lawmakers wrote in it that none of the proposals so far under consideration adhered to the goals set forth in Senate Bill 3, which was omnibus energy reform legislation adopted in 2021. “It is not in the best interest of our constituents to support any proposal that further delays investments in new dispatchable generation, and the Commission should carefully consider the unintended consequences of any type of proposal that creates more uncertainty for market participants,” the lawmakers wrote.

PUC Chair Lake defended the E3 report during both legislative hearings and said that three of the agency’s five commissioners have expressed qualified support for the PCM option. According to Lake, the extra consumer costs associated with that option are worthwhile because of its reliability benefits. He said that if it turned out more reliability was unneeded, then the extra costs would be inconsequential. “Anything short of a comprehensive reliability standard and reliability service like the PCM is just a band-aid,” Lake told members of the State Affairs Committee.

Lake said the PUC would adopt one of the planned options during the commissioners’ January 12 meeting, but not authorize implementation until after they receive input from the Texas Legislature during the upcoming session that convenes on January 10.

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## 2022 Interim Filings

In addition to the ongoing general rate, Oncor also submitted interim rate requests during 2022.

### Energy Efficiency Cost Recovery Factor Order

On May 31, Oncor filed an application with the PUC to adjust its Energy Efficiency Cost Recovery Factor to recover \$83,058,209 in program costs incurred during 2023. This included the energy-efficiency costs of \$51,665,637, a net under recovery of \$2,603,394 for 2021 program costs and other expenses. Under an agreement with OCSC and other parties, Oncor will reduce its recovery by \$200,000, for a total of \$82,858,209. The resulting EECRF charge for residential consumers amounts to \$.001028 per kilowatt hour, or approximately \$1.34 cents for a customer consuming

1,300 kilowatt hours of electricity per month. The PUC adopted the order on September 15, 2022. More information can be found in PUC Docket No. 53671.

### Transmission Cost of Service Order

On January 26, 2022, Oncor filed an application seeking an interim update of its previously approved transmission cost of service and wholesale transmission rate. On March 31, an approval was granted adjusting Oncor’s annual revenue on an interim basis to \$1,247,772,772 and adjusting its wholesale transmission rate to \$17,212.955892 per megawatt.

Find more information at the PUC website, under Docket No. 53145.

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## Oncor Distribution Spending and Reliability Update

Even while nearly tripling its spending in gross capital additions to its distribution systems over the years, Oncor’s service reliability decreased, according to the seventh annual “Electric Distribution System spending and Reliability Report” released Sept. 7 by the Texas Public Utility Commission.

An annual report that tracks reliability and reliability-related spending trends, the latest iteration covers the ten-year period from 2012-2021 and included findings for Oncor, as well as other major Texas utilities such as CenterPoint, AEP Texas, El Paso Electric Company, Entergy Texas, Southwestern Electric Power Company, Southwestern Public Service Company, and Texas-New Mexico Power Company.



Under the report, the frequency of outages is benchmarked through a “System Average Interruption Frequency Index,” or “SAIFI.” The report likewise employs the “System Average Interruption Duration Index” or “SAIDI,” to rank Texas distribution utilities by average interruption time on a per-customer basis. All else equal, a lower SAIDI represents better reliability.

Both SAIDI and SAIFI calculations in the report do not account for momentary service interruptions. Further, the report specifically does not mention Winter Storm Uri, although presumably the devastating February 2021 storm contributed to the exponential increases in SAIFI and SAIDI observed from 2020 to 2021.

Report highlights pertaining to Oncor include:

- From 2012 to 2021, Oncor’s distribution gross capital additions per customer nearly tripled, from about \$120 per customer to \$300 per customer.
- Oncor’s major event SAIFI value increased from .5 interruptions per customer in 2020 to 1.20 interruptions per customer in 2021. Major event interruptions from 2012 to 2021 ranged from about .5 interruptions to 1.20 interruptions depending on the year.
- Oncor’s major events SAIDI value increased from ninety interruptions per customer in 2020 to about five hundred interruptions per customer in 2021. Prior to this peak, there was one other peak (though not nearly as high) in 2019 due to Hurricane Harvey.

The report can be found on the PUC website, under Docket No. 46735.

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## Oncor Financial Results

Oncor Electric has reported net income of \$318 million during the three months ending September 30, as compared to net income of \$258 million for the same period in 2021, according to the most recent financial report the Texas electric utility released to investors.

The company attributed the \$60 million quarter-over-quarter increase to higher weather-related consumption, increases in customer growth, increases to transmission and distribution rates, and performance bonus revenue from its energy efficiency efforts. Those gains were partially offset by increases in operation and maintenance expenses and taxes.

The quarterly financial information was released Nov. 3 and coincided with a call with financial analysts by California-based Sempra Energy, Oncor’s majority owner. Oncor is based in Dallas and operates the state’s largest electric transmission and distribution utility.

Oncor also reported an increase of 9.2 percent in distribution base revenues for the recent quarter (or 2.3 percent on a weather normalized basis), as compared to the same quarter in 2021. Contributing to this increase was a 12.6 percent increase in distribution base revenues from residential customers.

The company noted that its service territory continues growing at one of the nation’s fastest rates, and that this dramatic growth has allowed it to increase revenues while simultaneously developing new infrastructure projects. Indicative of that growth is the

approximately 14,000 new premises Oncor connected to the ERCOT grid during the third quarter of 2022, an increase of about 7.7 percent as compared to the third quarter of 2021.

Oncor likewise reported 565 active transmission point-of-interconnection requests in queue as of Sept. 30, which is a 52 percent increase from Sept. 30, 2021. Of those active requests, approximately 52 percent are for solar generators, 35 percent for energy storage, 10 percent for wind generators and three percent for gas, according to the company.

In addition, Oncor reported the construction or upgrade of approximately three hundred miles of power lines and the completion of two major substations during the third quarter of 2022. It also placed \$80 million of transmission projects into service.

In total, the company reported capital expenditures totaling \$2.2 billion during the nine months ending Sept. 30, and it reports that it remains on track to meet its \$3 billion capital plan for 2022. However, financial uncertainties associated with high inflation and a pending rate case prompted the board to put off adoption of its 2023 capital expenditure budget until a later board meeting. It likewise delayed any announcement pertaining to a new five-year capital plan, and instead said it will reveal those details at the end of the first quarter of 2023.

# Lawmakers File Energy-Related Bills in Preparation for 88th Regular Session

During the most recent Regular Session of the Texas Legislature — the 87th in 2021 — lawmakers filed approximately four hundred energy-related bills, which is far more than the typical number of such bills. This aggressive filing of energy-related bills largely can be attributed to public outcry over the 2021 winter storm power outages. Given that Texas so far has not suffered a repeat grid crisis, do not expect the number of such bills filed during the 88th session to match those of the 87th session. However, both ERCOT and the Public Utility Commission will be subject to the Sunset Review process during the upcoming session and so legislative interest in both organizations will be keen. The 88th session convenes on Jan. 10.

## Bills of interest

This year's bill filing deadline is on March 10. Some of the energy-related bills we have seen so far relate to wind and solar power, electric vehicles, energy efficiency and the use of natural gas appliances. Here is a sample:

- House Bill 564, by Rep. Ron Reynolds, would require the Texas Facilities Commission, in collaboration with the Department of Information Resources, to conduct a study on the potential use by state agencies of energy efficient and energy-saving information technology.
- House Bill 763, by Rep. Christina Morales, requires the PUC to study the impact of additional interconnections between the ERCOT grid, Mexico and other jurisdictions. This is refiled legislation from 2021.
- House Bill 795, by Rep. Ed Thompson, would require nursing homes to maintain an emergency generator or comparable power source that can operate for at least 72 hours during a power outage.
- House Bill 820, by Rep. Ken King, would impose an additional registration fee of \$200 for electric vehicles and \$100 for hybrid vehicles. Most proceeds would go to State Highway Fund, but 10 percent would go to an "electric battery disposal account" to reimburse costs incurred by the state or its political subdivisions for disposing of electric car batteries.
- Senate Bill 330, by Bob Hall, would create the Texas Electric Grid Security Commission that would be charged with evaluating the vulnerabilities to the grid and critical infrastructure and developing standards that will mitigate these threats.
- Senate Bill 114, by Jose Menendez, stipulates that electric customers are entitled to participate in demand response programs through their retail electric providers and must receive notice when ERCOT issues an emergency energy alert about low operating reserves to generators, planned outages, and the length of time the outages are expected to last.
- Senate Bill 258, by Sen. Sarah Eckhardt, would enhance energy efficiency goals for electric utilities.
- House Bill 697, by Rep. Justin Holland, would require home sellers to reveal the sort of gas piping installed at their residence and particularly whether black iron pipes, corrugated, copper or stainless steel. The disclosure holds importance for customer safety given that older black iron pipes have been associated with various fatal accidents.
- House Bill 743, by Rep. Jay Dean, prohibits cities and counties from adopting ordinances that restrict the use of gas appliances in residential or commercial buildings. The issue has been pressed in recent years by gas utilities, who have seen a move away from the use of gas appliances nationwide for environmental reasons.

### 2023 OCSC Meetings

March 9 — in person and Zoom

June 8 — Zoom only

September 7 — in person and Zoom

December 7 — Zoom only

### OCSC Officers

Paige Mims — Chair

Don Knight — Vice Chair

Lupe Orozco — Secretary

David Johnson — Treasurer



For more questions or concerns regarding any OCSC matter or communication, please contact the following representative, who will be happy to provide assistance:

**Thomas L. Brocato**  
Attorney

Direct : (512) 322-5857  
Email: [tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com)

# OCSC Master List of Members (171 Total)

|                            |                       |                           |                        |
|----------------------------|-----------------------|---------------------------|------------------------|
| 1. Addison                 | 49. Edgecliff Village | 97. Lamesa                | 145. Seymour           |
| 2. Allen                   | 50. Ennis             | 98. Lancaster             | 146. Sherman           |
| 3. Alvarado                | 51. Eules             | 99. Lavon                 | 147. Snyder            |
| 4. Andrews                 | 52. Everman           | 100. Lewisville           | 148. Southlake         |
| 5. Anna                    | 53. Fairview          | 101. Lindale              | 149. Springtown        |
| 6. Archer City             | 54. Farmers Branch    | 102. Lindsay              | 150. Stephenville      |
| 7. Argyle                  | 55. Fate              | 103. Little Elm           | 151. Sulphur Springs   |
| 8. Arlington               | 56. Flower Mound      | 104. Little River Academy | 152. Sunnyvale         |
| 9. Azle                    | 57. Forest Hill       | 105. Malakoff             | 153. Sweetwater        |
| 10. Bedford                | 58. Forney            | 106. Mansfield            | 154. Temple            |
| 11. Bellmead               | 59. Fort Worth        | 107. McKinney             | 155. Terrell           |
| 12. Belton                 | 60. Frisco            | 108. Mesquite             | 156. The Colony        |
| 13. Benbrook               | 61. Frost             | 109. Midland              | 157. Trophy Club       |
| 14. Beverly Hills          | 62. Gainesville       | 110. Midlothian           | 158. Tyler             |
| 15. Big Spring             | 63. Garland           | 111. Murchison            | 159. University Park   |
| 16. Breckenridge           | 64. Garrett           | 112. Murphy               | 160. Venus             |
| 17. Bridgeport             | 65. Glenn Heights     | 113. New Chapel Hill      | 161. Waco              |
| 18. Brownwood              | 66. Grand Prairie     | 114. North Richland Hills | 162. Watauga           |
| 19. Buffalo                | 67. Granger           | 115. Northlake            | 163. Waxahachie        |
| 20. Burkburnett            | 68. Grapevine         | 116. O'Donnell            | 164. Westover Hills    |
| 21. Burleson               | 69. Gunter            | 117. Oak Leaf             | 165. Westworth Village |
| 22. Caddo Mills            | 70. Haltom City       | 118. Oak Point            | 166. White Settlement  |
| 23. Cameron                | 71. Harker Heights    | 119. Odessa               | 167. Wichita Falls     |
| 24. Canton                 | 72. Haslet            | 120. Ovilla               | 168. Willow Park       |
| 25. Carrollton             | 73. Henrietta         | 121. Palestine            | 169. Wilmer            |
| 26. Cedar Hill             | 74. Hewitt            | 122. Pantego              | 170. Woodway           |
| 27. Celina                 | 75. Highland Park     | 123. Paris                | 171. Wylie             |
| 28. Centerville            | 76. Honey Grove       | 124. Parker               |                        |
| 29. Cleburne               | 77. Howe              | 125. Plano                |                        |
| 30. Coahoma                | 78. Hudson Oaks       | 126. Pottsboro            |                        |
| 31. Colleyville            | 79. Hurst             | 127. Prosper              |                        |
| 32. Collinsville           | 80. Hutchins          | 128. Ranger               |                        |
| 33. Colorado City          | 81. Hutto             | 129. Red Oak              |                        |
| 34. Comanche               | 82. Iowa Park         | 130. Rhome                |                        |
| 35. Commerce               | 83. Irving            | 131. Richardson           |                        |
| 36. Coppell                | 84. Jolly             | 132. Richland             |                        |
| 37. Copperas Cove          | 85. Josephine         | 133. Richland Hills       |                        |
| 38. Corinth                | 86. Justin            | 134. River Oaks           |                        |
| 39. Cross Roads            | 87. Kaufman           | 135. Roanoke              |                        |
| 40. Crowley                | 88. Keene             | 136. Robinson             |                        |
| 41. Dallas                 | 89. Keller            | 137. Rockwall             |                        |
| 42. Dalworthington Gardens | 90. Kemp              | 138. Rosser               |                        |
| 43. De Soto                | 91. Kennedale         | 139. Rowlett              |                        |
| 44. DeLeon                 | 92. Kerens            | 140. Royse City           |                        |
| 45. Denison                | 93. Killeen           | 141. Sachse               |                        |
| 46. Duncanville            | 94. Krum              | 142. Saginaw              |                        |
| 47. Early                  | 95. Lake Worth        | 143. Sansom Park          |                        |
| 48. Eastland               | 96. Lakeside          | 144. Seagoville           |                        |



## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2023-100 - Ordering May 6, 2023 General Election

MEETING DATE: January 24, 2023

DEPARTMENT: City Secretary

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### ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2023-100 ordering a General Election to be held on the 6th day of May 2023, for the purpose of electing three (3) City Council Members, one (1) per Ward, all for three (3) year terms.

### INFORMATION:

#### **City of Roanoke Charter - Article III - City Council - Section 3.01 Composition**

(4) There shall be held in the City on the uniform election day in the month of May 2009, and every three (3) years thereafter, or on such other date or dates as may be prescribed by the laws of the State of Texas, as amended, a City election for the election of the Mayor, and one Council member to City Council from Wards 1, 2, and 3. The City Council members elected upon and after the May 2009, election shall serve a three-year term.

### STAFF RECOMMENDATION:

Approve Ordinance No. 2023-100

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

Election costs have been budgeted.

### ATTACHMENTS:

1. ORD NO 2023-100 - Ordering General Election - English
2. ORD NO 2023-100- Ordering General Election - Spanish
3. ORD NO 2023-100 - Ordering General Election - Vietnamese

## ORDINANCE NO. 2023-100

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON THE 6<sup>TH</sup> DAY OF MAY, 2023, FOR THE PURPOSE OF ELECTING THREE (3) CITY COUNCIL MEMBERS, ONE (1) PER WARD, ALL FOR THREE (3) YEAR TERMS; PROVIDING FOR ELECTION OFFICERS; DESIGNATING THE PLACE AND MANNER OF HOLDING SAID ELECTION; DESIGNATING THE EARLY VOTING POLLING PLACE; DESIGNATING THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS,** Section 41.001(a) of the Texas Election Code establishes Saturday, May 6, 2023, as a uniform election date for the City of Roanoke, Texas; and

**WHEREAS,** Section 3.005(a) of the Texas Election Code requires the City of Roanoke, Texas, to order the election at least seventy-eight (78) days before the uniform election date by Friday, February 17, 2023; and

**WHEREAS,** the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Section 551.043 of the Texas Government Code.

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

**Section 1. Election Order, Election Date and Purpose of Election.**

That a General Election shall be held on Saturday, May 6, 2023, between the hours of seven o'clock a.m. (7:00 a.m.) and seven o'clock p.m. (7:00 p.m.), at the Roanoke Public Library, 308 S. Walnut Street, Roanoke, Texas, for the following purposes:

- (a) A General Election shall be held to elect a City Council Member for Ward 1, a City Council Member for Ward 2, and a City Council Member for Ward 3, for three (3) year terms of office, as prescribed by the Home-Rule Charter. The candidate for Council Member for the applicable Ward receiving a majority number of votes from the applicable Ward shall be deemed elected as Council Member from said Ward to a three-year term of office.

**Section 2. Candidate Filing Deadline.**

That candidates for the City Council member positions may file with the City Secretary of the City of Roanoke, Texas, for one of the three (3) Council member places beginning on Wednesday, January 18, 2023, and until 5:00 p.m. on Friday, February 17, 2023. Last day for a write-in candidate shall be 5:00 p.m. on February 21, 2023.

**Section 3. Voting System.**

That the voting on the date of the Election, and early voting therefore, shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the Election shall conform to the Texas Election Code, as amended, so as to permit the qualified voters from each Ward to elect one (1) City Council Member from said Ward. Said ballots shall have printed therein such provisions, markings, and language as may be required by law, and the Candidates shall be set

forth on said ballots in substantially the following form and language:

**GENERAL ELECTION  
City of Roanoke, Texas  
May 6, 2023**

**OFFICIAL BALLOT**

**In Ward 1:**

**Council Member, Ward # 1**

**In Ward 2:**

**Council Member, Ward # 2**

**In Ward 3:**

**Council Member, Ward # 3**

**Section 4. Election Precincts; Polling Place.**

That the City of Roanoke hereby designates one (1) Election Day polling location for the voters of the City of Roanoke. The Election Day polling place and election officials shall be as administered by the Denton County and Tarrant County Elections Administrators:

**Polling Place**

Denton County Elections  
701 Kimberly Drive, Suite A101  
Denton, Texas 76208

Tarrant County Elections  
2700 Premier Street  
Fort Worth, Texas 76111

**Officials**

Denton County Elections Administrator  
701 Kimberly Drive, Suite A101  
Denton, Texas 76208

\_\_\_\_\_ - Judge

Tarrant County Elections Administrator  
2700 Premier Street  
Fort Worth, Texas 76111

\_\_\_\_\_ - Judge

The Election Judge may appoint such other clerks as needed to serve and assist in the conduct of the election. The Election Judge and Alternate Judge for the general election shall also serve as the Presiding Judge and Alternate Judge of the Early Voting Ballot Board, and are hereby directed to perform the duties required by the Texas Election Code, as amended.

**Section 5. Early Voting; Early Voting Polling Place.**

That early voting shall commence on Monday, April 24, 2023, and shall close on Tuesday, May 2, 2023. During the lawful early voting by personal appearance period (April 24, 2023, through May 2, 2023), the City Secretary shall keep such place for early voting open for early voting on the dates and times as depicted in ***Exhibit A***, which is attached hereto and incorporated herein for all purposes.

**Section 6. Election Compliance.**

That election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. In all City elections, the Mayor, City Secretary, or City Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this Ordinance.

**Section 7. Voting Qualification; Voting Materials.**

That all registered, qualified voters of the City shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended, shall be printed in English, Spanish, and Vietnamese for use at the polling places and for early voting for the Election.

**Section 8. Compensation for Services.**

That the Election Judges shall be paid the sum of fifteen dollars (\$15.00) per hour for services provided in conducting the election. That the Alternate Election Judges shall be paid the sum of fourteen dollars (\$14.00) per hour for services provided in conducting the election. The Election Clerks shall be paid the sum of thirteen dollars (\$13.00) per hour for services provided in conducting the election.

**Section 9. Notices.**

That the City Secretary is hereby ordered and directed to give notice of the election by:

- (a) Publishing the notice of the election at least once, not more than thirty (30) days nor less than ten (10) days before the election in the official newspaper of the City, or between April 6, 2023 and April 26, 2023;
- (b) Filing with the City Secretary, a copy of the notice of the election;
- (c) Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the City Council at least twenty-one (21) days before the election, by April 15, 2023; and
- (d) Delivering notice of the election to the Denton and Tarrant County clerks not later than the 60<sup>th</sup> day before election day, or March 7, 2023.

The City Secretary shall file with the City Secretary a copy of the Publisher's Affidavit, which complies with the Texas Election Code, as amended, that the notice was published, with the name of the newspaper and the dates of publication.

**Section 10. Run-Off Election.**

If a run-off election becomes necessary, the Denton and Tarrant County Election Administrator's offices will conduct the run-off election. Should any candidate for any one of said offices fail to receive a majority of all votes cast for such office, a run-off election is hereby ordered as provided for by the Texas Election Code.

**Section 11. Severability Clause.**

That if any word, section, article, phrase, paragraph, sentence, clause, or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force

and effect.

**Section 12. Effective Date.**

That this Ordinance shall take effect from and after its passage.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Roanoke, Texas on this the **24<sup>th</sup>** day of **January, 2023**.

APPROVED:

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Carl E. Gierisch, Jr., Mayor

ATTEST:

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April S. Hill, City Secretary

APPROVED AS TO FORM:

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Jeff Moore, City Attorney



***Exhibit A***

[Early Voting Times and Locations]

## ORDENANZA NÚM. 2023-100

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE ROANOKE, TEXAS, QUE ORDENA QUE SE CELEBREN ELECCIONES GENERALES EL 6 DE MAYO DE 2023, CON EL FIN DE ELEGIR A TRES (3) CONSEJEROS MUNICIPALES, UNO (1) POR DISTRITO, TODOS POR TÉRMINOS DE TRES (3) AÑOS; PRESTACIÓN DE FUNCIONARIOS ELECTORALES; DESIGNACIÓN EL LUGAR Y FORMA DE REALIZAR DICHA ELECCIÓN; DESIGNACIÓN DEL LUGAR DE VOTACIÓN ANTICIPADA; DESIGNACIÓN DEL SECRETARIO DE VOTACIÓN ANTICIPADA; DISPOSICIÓN PARA LA PUBLICACIÓN DE AVISO; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA DE VIGENCIA INMEDIATA.

**POR CUANDO,** la Sección 41.001(a) del Código Electoral de Texas establece el sábado 6 de mayo de 2023 como fecha de elección uniforme para la Ciudad de Roanoke, Texas; y

**POR CUANTO,** la Sección 3.005(a) del Código Electoral de Texas requiere que la Ciudad de Roanoke, Texas, ordene la elección al menos setenta y ocho (78) días antes de la fecha de la elección uniforme antes del viernes 17 de febrero de 2023; y

**POR CUANTO,** la reunión en la que se considera esta Ordenanza está abierta al público según lo exige la ley, y se dio aviso público de la hora, el lugar y el propósito de dicha reunión según lo exige la Sección 551.043 del Código de Gobierno de Texas.

**AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE ROANOKE, TEXAS ORDENA:**

**Sección 1. Orden de elección, fecha de elección y propósito de elección.**

Que se llevará a cabo una Elección General el sábado 6 de mayo de 2023, entre las siete a.m. (7:00 a.m.) y las siete p.m. (7:00 p.m.), en la Biblioteca Pública de Roanoke, 308 S. Walnut Street, Roanoke, Texas, para los siguientes fines:

- (a) Se llevará a cabo una Elección General para elegir a un Miembro del Concejo Municipal para el Distrito 1, un Miembro del Concejo Municipal para el Distrito 2 y un Miembro del Concejo Municipal para el Distrito 3, por mandatos de tres (3) años, según lo prescribe la Carta de Autonomía. El candidato a ser miembro del consejo del distrito correspondiente que reciba una mayoría de votos se considerará elegido como miembro del consejo de dicho distrito para un mandato de tres años.

**Sección 2. Plazo de presentación de candidatos.**

Que los candidatos para los puestos de miembros del Concejo Municipal pueden presentarse ante el Secretario Municipal de la Ciudad de Roanoke, Texas, para uno de los tres (3) puestos de miembros del Concejo a partir del miércoles 18 de enero de 2023 y hasta las 5:00 p.m. del viernes, 17 de febrero de 2023. El último día para inscribir a un candidato será el 21 de febrero de 2023 a las 5:00 p.m.

**Sección 3. Sistema de votación.**

Que la votación en la fecha de la elección, y por tanto la votación anticipada, se hará mediante el uso de un sistema de votación legalmente aprobado. La preparación del equipo de votación

que se usará en relación con dicho sistema de votación y las boletas oficiales para la Elección se ajustará al Código Electoral de Texas, según enmendado, para permitir que los votantes calificados de cada distrito electoral elijan un (1) Miembro del Concejo Municipal de dicho Distrito. Dichas boletas tendrán impresas en ellas las disposiciones, las marcas y el lenguaje que exija la ley, y los candidatos se establecerán en dichas boletas sustancialmente en la siguiente forma y lenguaje:

**ELECCIÓN GENERAL**  
**Ciudad de Roanoke, Texas**  
**6 de mayo de 2023**

**BOLETA OFICIAL**

**En el distrito 1:**

**Miembro del Concejo, Distrito # 1**

**En el distrito 2:**

**Miembro del Concejo, Distrito # 2**

**En el distrito 3:**

**Miembro del Concejo, Distrito # 3**

**Sección 4. Recintos electorales; Colegio electoral.**

Que la Ciudad de Roanoke por la presente designa un (1) lugar de votación el Día de las Elecciones para los votantes de la Ciudad de Roanoke. El lugar de votación y los funcionarios electorales del día de las elecciones serán administrados por los administradores electorales de los condados de Denton y Tarrant:

**Colegio electoral**

**Funcionarios**

|                                                                                           |                                                                                                            |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Elecciones del condado de Denton<br>701 Kimberly Drive, Suite A101<br>Denton, Texas 76208 | Administrador de elecciones del condado de Denton<br>701 Kimberly Drive, Suite A101<br>Denton, Texas 76208 |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|

\_\_\_\_\_ - Juez

|                                                                                     |                                                                                                      |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Elecciones del condado de Tarrant<br>2700 Premier Street<br>Fort Worth, Texas 76111 | Administrador de elecciones del condado de Tarrant<br>2700 Premier Street<br>Fort Worth, Texas 76111 |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|

\_\_\_\_\_ - Juez

El Juez de las Elecciones puede designar a otros empleados según sea necesario para servir y ayudar en la realización de la elección. El Juez Electoral y el Juez Suplente para la elección general también actuarán como Juez Presidente y Juez Suplente de la Junta de Boletas de Votación Anticipada, y por la presente se les ordena desempeñar las funciones requeridas por el Código Electoral de Texas, según enmienda.

**Sección 5. Votación anticipada; lugar de votación anticipada.**

Esa votación anticipada comenzará el lunes 24 de abril de 2023 y cerrará el martes 2 de mayo de 2023. Durante el período legal de votación anticipada en persona (del 24 de abril de 2023 al 2 de mayo de 2023), el Secretario de la Ciudad mantendrá abierto el lugar para la votación anticipada en las fechas y horas que se muestran en **Anexo A**, que se adjunta e incorpora a este documento para todos los efectos.

**Sección 6. Cumplimiento electoral.**

Esa elección se llevará a cabo de acuerdo con las leyes electorales del Estado de Texas y se regirá por ellas. En todas las elecciones de la Ciudad, el Alcalde, el Secretario de la Ciudad o el Concejo Municipal realizarán cada acto que sea necesario, en relación con la celebración y consumación de dicha elección, y para dar efecto a la intención de esta Ordenanza.

**Sección 7. Calificación para votar; materiales de votación.**

Que a todos los votantes registrados y calificados de la Ciudad se les permitirá votar en la elección. Además, los materiales electorales enumerados en el Código Electoral de Texas, según enmienda, se imprimirán en inglés, español y vietnamita para usarse en los lugares de votación y para la votación anticipada de la Elección.

**Sección 8. Compensación por servicios.**

Que a los Jueces Electorales se les pagará la suma de quince dólares (\$15.00) por hora por los servicios prestados en la conducción de la elección. Que a los Jueces Suplentes de Elecciones se les pagará la suma de catorce dólares (\$14.00) por hora por los servicios prestados en la conducción de la elección. A los Secretarios Electorales se les pagará la suma de trece dólares (\$13.00) por hora por los servicios prestados en la realización de la elección.

**Sección 9. Avisos.**

Que por la presente se ordena e instruye al Secretario de la Ciudad que dé aviso de la elección al:

- (a) Publicar el aviso de la elección por lo menos una vez, no más de treinta (30) días ni menos de diez (10) días antes de la elección en el periódico oficial de la Ciudad, o entre el 6 de abril de 2023, y el 26 de abril de 2023;
- (b) Presentar ante el Secretario de la Ciudad, una copia del aviso de la elección;
- (c) Publicar una copia del aviso en el tablón de anuncios utilizado para publicar los avisos de las reuniones del Concejo Municipal al menos veintiún (21) días antes de la elección, antes del 15 de abril de 2023; y
- (d) Entregar el aviso de la elección al secretario del condado de Denton y Tarrant a más tardar 60 días antes del día de la elección, o el 7 de marzo de 2023.

El Secretario de la Ciudad presentará ante el Secretario de la Ciudad una copia de la Declaración Jurada del Editor, que cumple con el Código Electoral de Texas, según enmienda, de que se publicó el aviso, con el nombre del periódico y las fechas de publicación.

**Sección 10. Segunda vuelta de elecciones.**

Si se hace necesaria una segunda vuelta de elecciones, las oficinas del Administrador de Elecciones de los condados de Denton y Tarrant serán quienes la llevarán a cabo. Si algún candidato para cualquiera de dichos cargos no recibe la mayoría de todos los votos emitidos, por

la presente se ordena una segunda vuelta según lo dispuesto por el Código Electoral de Texas.

**Sección 11. Cláusula de divisibilidad.**

Que si alguna palabra, sección, artículo, frase, párrafo, oración, cláusula o parte de esta Ordenanza o su aplicación a cualquier persona o circunstancia es declarada inválida o inconstitucional por un tribunal de jurisdicción competente, dicha decisión no afectará la validez de la porción restante de esta Ordenanza; y el Concejo Municipal por la presente declara que habría aprobado las partes restantes de esta Ordenanza a pesar de dicha invalidez, cuyas partes restantes permanecerán en pleno vigor y efecto.

**Sección 12. Fecha efectiva**

Que esta Ordenanza entrará en vigor a partir de su aprobación.

**APROBADA Y ADOPTADA** por el Concejo Municipal de la Ciudad de Roanoke, Texas este **24 de enero, 2023**.

APROBADO:

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

DOY FE:

\_\_\_\_\_  
April S. Hill, Secretaria de la Ciudad

APROBADO EN CUANTO A LA FORMA:

\_\_\_\_\_  
Jeff Moore, Abogado de la Ciudad

## ***Anexo A***

[Horarios y lugares de votación anticipada]

## PHÁP LỆNH SỐ 2023-100

**PHÁP LỆNH CỦA HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ ROANOKE, TEXAS, RA LỆNH TỔ CHỨC MỘT CUỘC TỔNG TUYỂN CỬ VÀO NGÀY 6 THÁNG 5 NĂM 2023 VÌ MỤC ĐÍCH BẦU CỬ BA (3) THÀNH VIÊN HỘI ĐỒNG THÀNH PHỐ, MỘT (1) THÀNH VIÊN CHO MỖI KHU VỰC BẦU CỬ, TẤT CẢ CHO NHIỆM KỲ BA (3) NĂM; CUNG CẤP CHO CÁC VIÊN CHỨC BẦU CỬ; CHỈ ĐỊNH ĐỊA ĐIỂM VÀ CÁCH THỨC TỔ CHỨC CUỘC BẦU CỬ NÀY; CHỈ ĐỊNH ĐỊA ĐIỂM BỎ PHIẾU SỚM; CHỈ ĐỊNH THƯ KÝ BỎ PHIẾU SỚM; ĐĂNG TẢI VÀ PHÁT HÀNH THÔNG BÁO; CUNG CẤP MỘT ĐIỀU KHOẢN HIỆU LỰC TỪNG PHẦN; VÀ CUNG CẤP MỘT NGÀY CÓ HIỆU LỰC TỨC THÌ.**

**XÉT RẰNG,** Mục 41.001(a) của Đạo luật Bầu cử Texas quy định thứ 7, ngày 6 tháng 5 năm 2023 là ngày bầu cử đồng thời của Thành phố Roanoke, Texas; và

**XÉT RẰNG,** Mục 3.005(a) của Đạo luật Bầu cử Texas yêu cầu Thành phố Roanoke, Texas, ra lệnh tổ chức cuộc bầu cử ít nhất bảy mươi tám (78) ngày trước ngày bầu cử đồng thời, nghĩa là trước ngày thứ 6, ngày 17 tháng 2 năm 2023; và

**XÉT RẰNG,** cuộc họp mà ở đó Pháp lệnh này được cân nhắc được mở cửa đón công chúng theo yêu cầu của pháp luật, và một thông báo công khai về thời gian, địa điểm và mục đích của cuộc họp này được cung cấp theo Mục 551.043 của Đạo luật Chính quyền Texas.

**HIỆN TẠI, DO ĐÓ, HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ ROANOKE, TEXAS, THÔNG QUA PHÁP LỆNH SAU:**

**Mục 1. Lệnh bầu cử, Ngày bầu cử và Mục đích của cuộc bầu cử.**

Rằng một cuộc Tổng tuyển cử sẽ được tổ chức vào thứ 7, ngày 6 tháng 5 năm 2023, từ bảy giờ sáng (7:00 sa) đến bảy giờ tối (7:00 ch), tại Roanoke Public Library, 308 S. Walnut Street, Roanoke, Texas, vì các mục đích sau:

- (a) Một cuộc Tổng tuyển cử sẽ được tổ chức để bầu cử một Thành viên Hội đồng Thành phố cho Khu vực bầu cử 1, một Thành viên Hội đồng Thành phố cho Khu vực bầu cử 2, và một Thành viên Hội đồng Thành phố cho Khu vực bầu cử 3, cho nhiệm kỳ ba (3) năm, như được quy định bởi Điều lệ tự quản. Ứng viên cho chức Thành viên Hội đồng của Khu vực bầu cử áp dụng nhận được đa số phiếu bầu từ Khu vực bầu cử áp dụng sẽ được coi là đã được bầu làm Thành viên Hội đồng từ Khu vực bầu cử đó cho nhiệm kỳ ba năm.

**Mục 2. Hạn chót nộp đơn ứng cử.**

Các ứng viên cho chức thành viên Hội đồng Thành phố có thể nộp đơn với Thư ký Thành phố của Thành phố Roanoke, Texas, cho một trong ba (3) vị trí thành viên Hội đồng bắt đầu từ thứ 4, ngày 18 tháng 1 năm 2023, và đến 5:00 ch vào thứ 6, ngày 17 tháng 2 năm 2023. Ngày cuối cùng để ứng cử như một ứng viên viết tên sẽ là 5:00 ch ngày 21 tháng 2 năm 2023.

**Mục 3. Hệ thống bỏ phiếu.**

Rằng việc bầu cử vào ngày Bầu cử, và các phiếu bầu sớm, sẽ được thực hiện thông qua việc sử dụng một hệ thống bỏ phiếu đã được pháp luật phê duyệt. Việc chuẩn bị trang thiết bị bỏ phiếu cho hệ thống bỏ phiếu đó và lá phiếu chính thức cho cuộc Bầu cử sẽ tuân theo Đạo luật Bầu cử Texas, như được sửa đổi, để cho phép các cử tri đủ điều kiện từ mỗi Khu vực bầu cử bầu một (1) Thành viên Hội đồng Thành phố từ Khu vực bầu cử đó. Trên các lá phiếu đó sẽ được in những điều khoản, đánh dấu và ngôn ngữ theo yêu cầu của pháp luật, và các Ứng viên sẽ được

ghi trên các lá phiếu đó chủ yếu theo hình thức và ngôn ngữ sau đây:

**TỔNG TUYỂN CỬ**  
**Thành phố Roanoke, Texas**  
**Ngày 6 tháng 5 năm 2023**

**LÁ PHIẾU CHÍNH THỨC**

**Ở Khu vực bầu cử 1:**

**Thành viên Hội đồng, Khu vực bầu cử # 1**

**Ở Khu vực bầu cử 2:**

**Thành viên Hội đồng, Khu vực bầu cử # 2**

**Ở Khu vực bầu cử 3:**

**Thành viên Hội đồng, Khu vực bầu cử # 3**

**Mục 4.      **Khu vực bầu cử; Địa điểm bỏ phiếu.****

Rằng Thành phố Roanoke sau đây chỉ định một (1) địa điểm bỏ phiếu vào Ngày Bầu cử cho cử tri của Thành phố Roanoke. Địa điểm bỏ phiếu vào Ngày Bầu cử và viên chức bầu cử sẽ được quản lý bởi Ban quản trị Bầu cử Hạt Denton và Hạt Tarrant:

**Địa điểm bỏ phiếu**

**Viên chức**

Bầu cử Hạt Denton  
701 Kimberly Drive, Suite A101  
Denton, Texas 76208

Ban quản trị Bầu cử Hạt Denton  
701 Kimberly Drive, Suite A101  
Denton, Texas 76208

\_\_\_\_\_ - Trọng tài

Bầu cử Hạt Tarrant  
2700 Premier Street  
Fort Worth, Texas 76111

Ban quản trị Bầu cử Hạt Tarrant  
2700 Premier Street  
Fort Worth, Texas 76111

\_\_\_\_\_ - Trọng tài

Trọng tài Bầu cử có thể chỉ định các thư ký khác nếu cần để phục vụ và hỗ trợ trong việc tiến hành bầu cử. Trọng tài Bầu cử và Trọng tài thay thế cho cuộc tổng tuyển cử cũng sẽ là Trọng tài chủ tọa và Trọng tài thay thế của Hội đồng Bỏ phiếu sớm, và sau đây được lệnh thực hiện các nghĩa vụ được yêu cầu theo Đạo luật Bầu cử Texas, như được sửa đổi.

**Mục 5.      **Bỏ phiếu sớm; Địa điểm bỏ phiếu sớm.****

Rằng việc bỏ phiếu sớm sẽ bắt đầu vào thứ 2, ngày 24 tháng 4 năm 2023, và đóng cửa vào thứ 2, ngày 3 tháng 5 năm 2023. Trong thời gian bỏ phiếu sớm trực tiếp theo luật định (Ngày 24 tháng 4 năm 2023 đến hết ngày 2 tháng 5 năm 2023), Thư ký Thành phố sẽ duy trì việc mở cửa các địa điểm bỏ phiếu sớm này cho việc bỏ phiếu sớm vào các ngày và giờ được mô tả trong **Phụ mục A**, được đính kèm và tích hợp trong đây cho mọi mục đích.



**Mục 6. Tính tuân thủ của cuộc Bầu cử.**

Rằng cuộc bầu cử này sẽ được tổ chức theo, và được quản lý bởi, luật bầu cử của Tiểu bang Texas. Trong mọi cuộc bầu cử của Thành phố, Thị trưởng, Thư ký Thành phố hoặc Hội đồng Thành phố sẽ thực hiện mỗi hành động một cách nguyên trạng theo yêu cầu thực hiện, liên quan đến việc tổ chức và hoàn thành việc bầu cử đó, và để thực hiện hiệu quả ý định của Pháp lệnh này.

**Mục 7. Điều kiện bỏ phiếu; Vật liệu bỏ phiếu.**

Rằng mọi cử tri đã đăng ký và đủ điều kiện của Thành phố sẽ được phép bỏ phiếu tại cuộc bầu cử này. Ngoài ra, các vật liệu bầu cử được liệt kê trong Đạo luật Bầu cử Texas, như được sửa đổi, sẽ được in bằng tiếng Anh, tiếng Tây Ban Nha, và tiếng Việt để sử dụng tại các địa điểm bỏ phiếu và để bỏ phiếu sớm cho cuộc Bầu cử.

**Mục 8. Tiền công cho Dịch vụ.**

Rằng các Trọng tài Bầu cử sẽ được trả tổng cộng mười lăm đô-la (15.00\$) mỗi giờ cho các dịch vụ được cung cấp trong thời gian tiến hành cuộc bầu cử. Rằng Trọng tài Bầu cử thay thế sẽ được trả tổng cộng mười bốn đô-la (14.00\$) mỗi giờ cho các dịch vụ được cung cấp trong thời gian tiến hành cuộc bầu cử. Thư ký Bầu cử sẽ được trả tổng cộng mười ba đô-la (13.00\$) mỗi giờ cho các dịch vụ được cung cấp trong thời gian tiến hành cuộc bầu cử.

**Mục 9. Thông báo.**

Rằng Thư ký Thành phố sau đây được lệnh thông báo về cuộc bầu cử này qua:

- (a) Việc phát hành thông báo về cuộc bầu cử ít nhất một lần, sớm nhất là ba mươi (30) ngày và muộn nhất là mười (10) ngày trước ngày bầu cử trong tờ báo chính thức của Thành phố, hoặc từ ngày 6 tháng 4 năm 2023 đến ngày 26 tháng 4 năm 2023;
- (b) Gửi đến Thư ký Thành phố một bản sao của thông báo về cuộc bầu cử;
- (c) Đăng một bản sao của thông báo trên bảng tin được sử dụng cho việc đăng tải thông báo về các cuộc họp của Hội đồng Thành phố trước cuộc bầu cử tối thiểu hai mươi mốt (21) ngày, nghĩa là trước ngày 15 tháng 4 năm 2023; và
- (d) Cung cấp thông báo về cuộc bầu cử cho các thư ký của Hạt Denton và Hạt Tarrant muộn nhất là 60 ngày trước ngày bầu cử, nghĩa là trước ngày 7 tháng 3 năm 2023.

Thư ký Thành phố sẽ gửi cho Thư ký Thành phố một bản sao của Bản khai có tuyên thệ của Đơn vị phát hành, tuân thủ Đạo luật Bầu cử Texas, như được sửa đổi, rằng thông báo đã được phát hành, với tên của tờ báo và ngày phát hành.

**Mục 10. Bầu cử hai vòng.**

Nếu một cuộc bầu cử vòng hai là cần thiết, văn phòng Ban quản trị Bầu cử Hạt Denton và Hạt Tarrant sẽ tiến hành cuộc bầu cử vòng hai. Nếu bất kỳ ứng viên nào cho bất kỳ văn phòng nào nói trên không nhận được đa số phiếu cho văn phòng đó, một cuộc bầu cử vòng hai sau đây sẽ được ra lệnh tổ chức theo Đạo luật Bầu cử Texas.

**Mục 11. Điều khoản hiệu lực từng phần.**

Rằng nếu có bất kỳ từ ngữ, mục, điều, cụm từ, đoạn, câu, điều khoản hay phần nào của pháp lệnh này hay việc áp dụng của pháp lệnh cho bất kỳ người hay hoàn cảnh nào được xác định là không hợp lệ hay vi hiến bởi một tòa án của khu vực tài phán có thẩm quyền, việc xác định đó sẽ không ảnh hưởng đến tính hợp lệ của phần còn lại của pháp lệnh này; và Hội đồng Thành

phổ sau đây tuyên bố rằng họ sẽ thông qua các phần còn lại của pháp lệnh này bất kể sự không hợp lệ đó và các phần còn lại vẫn sẽ tiếp tục có hiệu lực thi hành đầy đủ.

**Mục 12. Ngày hiệu lực.**

Rằng Pháp lệnh này sẽ có hiệu lực từ và sau khi được thông qua.

**ĐƯỢC THÔNG QUA, PHÊ DUYỆT VÀ ÁP DỤNG** bởi Hội đồng Thành phố của Thành phố Roanoke, Texas vào ngày hôm nay, **ngày 24 tháng 1 năm 2023.**

PHÊ DUYỆT BỞI:

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Carl E. Gierisch, Jr., Thị trưởng

CHỨNG THỰC:

---

April S. Hill, Thư ký Thành phố

ĐƯỢC PHÊ DUYỆT THEO BIỂU MẪU:

---

Jeff Moore, Luật sư Thành phố

***Phụ mục A***

[Thời gian và địa điểm bỏ phiếu sớm]



## AGENDA ITEM

TO: Honorable Mayor and Council

SUBJECT: Consideration and action on approval of the quotation and scope of work between the City of Roanoke and Draeger for the construction of the fire training facility.

MEETING DATE: January 24, 2023

DEPARTMENT: Fire

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### ITEM SUMMARY:

Consideration and action on approval of the quotation and scope of work between the City of Roanoke and Draeger for the construction of the fire training facility.

### INFORMATION:

This quotation provides the site preparation, concrete pad, and construction of the fire training facility behind Roanoke Fire Station 1 at 201 Fairway Dr. Draeger has obtained the contractor to provide the groundwork and concrete. Then Draeger's fabrication and construction personnel will erect the facility on site.

### STAFF RECOMMENDATION:

Staff recommends approval.

### SPECIAL CONSIDERATION:

### FINANCIAL CONSIDERATION:

The cost is set at \$593,262 and the total budget for the project was \$600,000.

### ATTACHMENTS:

1. Draegar Systems - Fire Training Facility

## Quotation



Customer no.  
92505902

Quotation no. 136241306R2  
Date of offer 01/11/2023

Please reference on inquiries

Customer  
ROANOKE FIRE DEPT  
201 FAIRWAY DR  
ROANOKE TX 76262-3752

Payer 92505902  
ROANOKE FIRE DEPT  
201 FAIRWAY DR  
ROANOKE TX 76262-3752

### Your request

RFQ REVISION DATE: 12/22/2022

SOURCEWELL CONTRACT #: 032620-DRG

SCOTT EAGER - ASSISTANT CHIEF  
seager@roanoketexas.com

### Ship-To party 92505902

ROANOKE FIRE DEPT  
201 FAIRWAY DR  
ROANOKE TX 76262-3752

Dear Customer,

Thank you for your inquiry. Please find enclosed our corresponding offer.  
If you have any further questions, please do not hesitate to contact us.

Quotation no.: 136241306R2  
Responsible: JOHN GRIFFIN

Telephone: 214-681-7304  
E-mail: john.griffin@draeger.com

Best regards  
Dräger Inc.

This document has been electronically generated and is valid without a signature.

**Dräger Inc.**  
Our Tax ID: 23-1699096  
3135 Quarry Road; Telford, PA 18969  
An Equal Opportunity Employer M / F / V / H  
Telephone 800-437-2437  
<http://www.draeger.com>

Remit to:  
LOCKBOX (Standard USPS)  
Dräger, Inc.  
PO Box 13369  
Newark, New Jersey  
07101-3362

Remit to:  
LOCKBOX (Overnight)  
FIS Lockbox Processing  
Lockbox #13369  
100 Grove Road  
Suite E  
West Deptford, NJ 08066

Remit US Wire Transfers to:  
Account Name: Dräger Inc.  
Account Number: 00-494-936  
Transit Routing: 021001033  
SWIFT: BKTRUS33  
Deutsche Bank Trust Company Americas  
60 Wall Street 25th Fl, New York, NY 10005

## Quotation



Customer no.  
92505902

Quotation no. 136241306R2 | Date of offer 01/11/2023

Please reference on inquiries

Payer  
92505902

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| Pos.                  | Quant. | Part no. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Unit price<br>USD | %    | Total price<br>USD |
|-----------------------|--------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------|--------------------|
| 0010                  | 1 EA   | 1903015  | <b>DRAGER SWEDE SURVIVAL<br/>PHASE V STANDARD</b> <ul style="list-style-type: none"> <li>- Two (2) story unit comprised of three (3) 40' and one (1) 20' fire training modules</li> <li>- One (1) Interior stairwell container compliant with OSHA standards</li> <li>- NFPA 1402 &amp; OSHA-compliant system</li> <li>- Two (2) High-temperature thermal-insulated burn chambers with emergency exits (as required)</li> <li>- Burn room baffles</li> <li>- High-heat thermal-insulated wall with door(s)</li> <li>- Forcible entry door (reusable and no consumable parts, quick and easy re-set to optimize evolutions)</li> <li>- One (1) 8' x 7' Exterior staging platform</li> <li>- One (1) 9' x 7' Clean out platform with safety hatch</li> <li>- Insulated wall with door</li> <li>- Two (2) 55-gallon crib fire drums</li> <li>- Hose access</li> <li>- Standard doors and windows</li> <li>- Low flow water nozzles</li> <li>- Signage and Brackets</li> </ul> | 369,694.39        | 2.00 | 362,300.50         |
| <b>OPTIONAL ITEMS</b> |        |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |      |                    |
| 0020                  | 1 EA   | 1903015  | <b>CONTAINER #6 - TECHNICAL<br/>RESCUE PROP</b> <ul style="list-style-type: none"> <li>- SWIVEL ANCHORS</li> <li>- RAPPEL BARS</li> <li>- SAFETY GATES</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 46,505.10         | 2.00 | 45,575.00          |
| 0030                  | 1 EA   | 1903015  | <b>EXTERIOR STAIR PLATFORMS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 24,489.80         | 2.00 | 24,000.00          |

## Quotation



Customer no.  
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Quotation no. 136241306R2 | Date of offer 01/11/2023

Please reference on inquiries

Payer  
92505902

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| Pos. | Quant. | Part no. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Unit price<br>USD | %    | Total price<br>USD |
|------|--------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------|--------------------|
| 0040 | 1 EA   | 1903015  | MOVABLE WALLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 8,163.27          | 2.00 | 8,000.00           |
| 0050 | 1 EA   | 1903015  | STANDPIPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 8,078.23          | 2.00 | 7,916.67           |
| 0060 | 1 EA   | 1903012  | <b>ON-SITE INSTALLATION &amp; SET-UP</b><br>Dräger contracted and project-managed installation team ensures that your system is installed properly, safely and with minimal disruption. Pre-installation site surveys and in-process review of the build ensures that you are getting the most value for your project. Installation and crane services are insured, bonded and operate within OSHA guidelines for your added protection.<br><br>Includes site preparation and concrete pad. | 95,100.00         |      | 95,100.00          |

## Quotation



Customer no.  
92505902

Quotation no. 136241306R2 | Date of offer 01/11/2023

Please reference on inquiries

Payer  
92505902

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| Pos. | Quant. | Part no. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Unit price<br>USD | %    | Total price<br>USD |
|------|--------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------|--------------------|
| 0070 | 1 EA   | 1903013  | <p><b>TRAIN-THE-TRAINER PROGRAM</b></p> <p>Dräger is committed to developing and offering the most comprehensive training programs in North America. Dräger Swede Survival Systems and Dräger certified instructional training programs have been designed and delivered in accordance with training methods developed by the Swedish Rescue Services agency through the Swedish Rescue Training Center (SRTC).</p> <p>The training consists of two parts: The first part is a two-day, on-site training course for up to ten (10) of the department's instructors. The second part is a complete documentation package on operation &amp; maintenance of the system; enables you to train with confidence.</p> <ul style="list-style-type: none"> <li>- Certified instructors</li> <li>- Fire behavior</li> <li>- Fire control</li> <li>- Hydration</li> <li>- SCBA &amp; safety equipment training</li> <li>- Heat stress management</li> <li>- Smoke &amp; ventilation exercises</li> <li>- Container management</li> <li>- Ignition sources</li> <li>- Information on fire gases</li> <li>- Container operations</li> <li>- Heat stress</li> <li>- Thermal imaging camera usage</li> <li>- Recognition of pre-flashover conditions</li> <li>- Nozzle techniques</li> <li>- Overall safety</li> </ul> | 7,959.18          | 2.00 | 7,800.00           |



## Quotation



Customer no.  
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Quotation no. 136241306R2      Date of offer 01/11/2023

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Payer  
92505902

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| Pos.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Quant. | Part no. | Description                                                                                                                       | Unit price<br>USD | %     | Total price<br>USD |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------|-------|--------------------|
| 0080                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1 EA   | 1903010  | <b>FREIGHT TO CUSTOMER SITE</b><br>Note: Estimated freight charge only,<br>actual amount to be determined at time of<br>shipment. | 42,570.00         |       | 42,570.00          |
| -----                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |          |                                                                                                                                   | -----             | ----- | -----              |
| Net value excl. Sales Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |          |                                                                                                                                   |                   |       | 593,262.17         |
| -----                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |          |                                                                                                                                   | -----             | ----- | -----              |
| Total amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        |          |                                                                                                                                   |                   |       | 593,262.17         |
| =====                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |          |                                                                                                                                   | =====             | ===== | =====              |
| <p><b>PLEASE CHECK THIS QUOTE CAREFULLY FOR ACCURACY IN PRICING, PART # AND DESCRIPTION. Contact Customer Service immediately if there are any discrepancies. This acknowledgement and note constitutes the entire agreement with respect to the contemplated transaction and supersedes all previous negotiations, proposals, writings, advertisements, or publications.</b></p> <p><b>Draeger, Inc. and the Customer agree that the purchase of any product or service pursuant to this document is subject to the attached terms and conditions, which are incorporated by reference.</b></p> <p>Estimated Delivery Time: 24 - 26 Weeks ARAD<br/>(After Receipt of Approved Drawings)<br/>To be confirmed at time of order entry.</p> <p><b>Draeger continues to strive toward reasonable timeliness of delivery. Due to the COVID-19 pandemic, product demands are greatly escalated, workforce may be reduced, and Draeger may be subject to government orders impacting delivery schedule and, as a result, trigger the Force Majeure provisions under Section 7 of Draeger's standard terms and conditions.</b></p> |        |          |                                                                                                                                   |                   |       |                    |

## Quotation



Customer no.  
92505902

Quotation no. 136241306R2      Date of offer 01/11/2023

Please reference on inquiries

Payer  
92505902

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| Pos. | Quant. | Part no. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Unit price<br>USD | % | Total price<br>USD |
|------|--------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---|--------------------|
|      |        |          | <p><b>In the event the freight carrier imposes extraordinary charge for shipment in excess of the usual and customary charges for such shipment, the customer would bear the cost of such extraordinary charges.</b></p> <p><b>Offer valid until:</b> 03/11/2023</p> <p><b>Payment terms:</b><br/>Advanced payment</p> <p><b>Notes:</b><br/>           1) Please note pricing does not take into consideration any prevailing wage requirements, unless communicated to Dräger beforehand. If a prevailing wage requirement exists, customer will provide this information prior to PO submittal to Dräger. Pricing will be subject to change.<br/>           2) All funds are in US Dollars.<br/>           3) Bonding price, if required, not included.<br/>           4) Price information valid 60 days from date on form. Pricing is subject to change once quotation is past validity.<br/>           5) Any building or electrical contractor permits are responsibility of customer and are not included.<br/>           6) Warranty is 12 months after handover.<br/>           7) Training Systems which have completed fabrication but cannot be delivered due to delays on the part of the customer, may be charged a Storage Fee in the amount of 2% of the project value, to be assessed every thirty days after an initial 30-day free storage period has passed, until delivery is possible.<br/>           8) Milestone Payment terms:<br/>               A. 25% of total project price will be invoiced on notice to proceed.<br/>               B. 50% of total project price will be invoiced when equipment is shipped.<br/>               C. 25% will be invoiced when installation and training are complete and system is handed over.         </p> |                   |   |                    |

## DRAEGER, INC. TERMS AND CONDITIONS OF SALE (SAFETY)

**1. GENERAL.** These terms and conditions are integral to the agreement governing the sale and purchase of goods ("Goods") and service ("Service") between the seller, Draeger, Inc. ("Draeger") and the purchaser ("Customer"). Goods and Service are referred to herein collectively as "Product." The agreement governing such sale and purchase of Product ("Agreement") consists of the following, all of which are hereby incorporated herein by reference: (i) these terms and conditions, (ii) the written sale or service agreement, if any, signed by Draeger and Customer (referred to herein singularly as "Party" and collectively as the "Parties"), including schedules thereto, that is in effect on the date of the applicable purchase order is delivered to Draeger, and any amendments thereto ("Contract Document"), (iii) any price quotes, and (iv) the purchase order submitted by Customer ("PO"); provided, however, Draeger shall not be bound by any terms, conditions, or other provisions in a PO that are different from, in addition to, or inconsistent with the other provisions of this Agreement.

**2. PRICES.** Prices are as stated in the Contract Document. If no Contract Document is in effect at the time of order fulfillment, the prices are as stated on the applicable price quotes; provided, that such prices are only valid for thirty (30) days from the date of quote. In all other cases, prices are those currently effect on price list at time of shipment. Unless otherwise stated in writing by Draeger, prices include the cost of standard domestic packing. Prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties, or other charges related to Product. Customer shall bear cost of all applicable sales, use, property, excise, and manufacturer's taxes and any duties, license or similar fees, which may be imposed upon the sale, use, or performance of the Product.

### **3. PAYMENT TERMS.**

(a) Unless otherwise agreed in writing, the Customer shall make payment in full without any set-off (for any reason) no later than thirty (30) days from the date of invoice in United States Dollars ("USD"). Partial shipments of Goods shall be invoiced as shipped. Draeger reserves the right to require (i) payment in advance, (ii) cash on delivery, or (iii) a modification of credit terms. Notwithstanding the foregoing, orders paid for by credit card shall be charged and paid for at that time of order.

(b) Draeger reserves the right in the event of late payment: (i) to suspend all deliveries and/or Service or cancel any of its outstanding obligations under the Agreement; (ii) to charge interest on the late payment calculated on a day to day basis until the actual date of payment at the lower of (A) an annual rate of twelve percent (12%) or (B) the maximum rate allowed by law. Such remedies shall be in addition to any other rights or remedies available to Draeger under the law.

(c) If Customer pays less than the full amount due, such payment shall be applied toward the outstanding balance. Draeger's acceptance of part of the amount due, shall not interfere with Draeger's right to recover the balance of the amount due, or to pursue any other right or remedy under the law.

(d) All Customer orders are subject to credit approval by Draeger.

### **4. DELIVERY, INSTALLATION, RISK, AND TITLE.**

(a) Products will be delivered FCA (2010 INCOTERMS) point of origin, for capital equipment and shipping point for all other Product. Delivery, installation, and completion dates are only approximate and Draeger shall not be liable for failure to meet such dates. Notwithstanding the foregoing, Draeger shall use reasonable efforts to meet quoted delivery, installation, and completion dates. Partial shipments may be made at Customer's request or in Draeger's sole discretion.

(b) Unless stated otherwise in writing by Draeger, freight and transportation costs, including standard ground transportation, packing, custom duties, and other similar charges, shall be borne as follows: (i) for PO orders equal to or less than \$15,000, Customer shall bear all such costs, (ii) for PO orders greater than \$15,000, Draeger shall bear all such costs. Notwithstanding the foregoing, in the event Customer requests an expedited order, Customer shall bear the additional costs.

(c) Draeger shall bear risk of loss or damage to Goods during shipment until delivery of Goods or, if earlier, the date as of which Draeger makes a commercially reasonable attempt to deliver Goods.

(d) Customer shall use commercially reasonable efforts to allow for timely delivery of goods, including, without limitation, providing instructions, granting access during Customer's business hours (or such other time agreed by the Parties), and obtaining any required licenses or permits.

(e) Customer's sole remedy for non-delivery of Goods due to non-delivery by Draeger shall be replacement of Goods.

(f) Installation costs shall be included in the price of Goods, unless indicated as a separate Service on the Contract Document or quote, as applicable. Customer shall be responsible for ensuring that the installation site is fully prepared prior to installation and for bearing all costs necessary to prepare site for installation in accordance with Draeger's instructions, including without limitation, (i) engaging in any require labor and acquiring any materials, (ii) if Goods are to be connected to Customer's network, ensuring that such network meets all specifications of the network requirements and specifications provided to Customer by Draeger, which are hereby incorporated herein by reference, and is fully functioning as mandated by all manual and other instructions provided by Draeger, and (iii) ensuring compliance with all government requirements, including without limitation, all certifications, and approvals for installation and operation. Customer shall provide to Draeger or its subcontractor, as applicable, access to the installation site and, if required, safe and secure space on site for storage of Goods and equipment prior to and during installation.

**5. ACCEPTANCE.** Customer shall inspect Goods received and notify Draeger of any nonconforming Goods prior to acceptance. Goods shall be deemed to be accepted by Customer fifteen (15) days from date of delivery; provided however, that (i) if earlier,

acceptance shall occur immediately on the first day Customer uses Product, or (ii) with respect to a Good requiring installation (other than connection to customer network), the earlier of five (5) days after installation or thirty (30) days after delivery. Installation shall be deemed to be completed upon final verification under Draeger's standard procedures that Goods meet all applicable written performance obligations. For this purpose "nonconforming Goods" means (i) Goods shipped that are different from those identified on Draeger's sales order confirmation and (ii) Goods with label or packaging that incorrectly identifies contents. Draeger shall, at its sole discretion, replace nonconforming Goods with conforming Goods or credit or refund price of nonconforming Goods. Return of nonconforming Goods shall be conducted by Customer in accordance with Draeger's instructions. Draeger shall bear the shipping costs related to return and replacement of nonconforming Goods.

### **6. CHANGES AND RETURNS.**

(a) Orders may not be changed or cancelled after PO is accepted by Draeger.

(b) Draeger reserves the right, subject to written notice, to substitute Goods or change specifications of Goods, which, in Draeger's judgment, does not materially affect the installation, performance, function, or price thereof.

(c) Goods may only be returned with prior authorization from Draeger. Eligible returns must follow the Return Material Authorization process in effect at the time of return as specified at [https://www.draeger.com/Library/Content/RMA-Process-Safety\\_11192018.pdf](https://www.draeger.com/Library/Content/RMA-Process-Safety_11192018.pdf) and which are hereby incorporated herein by reference ("RMA Process"). Unless warranty applies, Customer agrees to pay Service charges related to repair and replacement of Goods, including, without limitation, restocking fees.

### **7. DELAY OR FAILURE TO PERFORM OBLIGATIONS.**

(a) Draeger shall not be deemed to be in breach or otherwise liable for any delay or failure in performance of any of its obligations under this Agreement caused, in whole or in part, by any act or omission of Customer or its agents, subcontractors, consultants, or employees.

(b) Neither Party shall be liable for failure to perform obligations (except for payment obligations) under this Agreement to the extent that such failure arises out of events beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental laws, rules or regulations, acts of God or the public, war, terrorist threats or acts, civil disturbance, fire, or other casualty, strike or labor dispute or unavailability of labor, carriers, raw materials, power, or supplies. Any delivery date may be extended, at Draeger's option, to the extent of any delay resulting from any such event.

### **8. WARRANTY.**

(a) *Goods.* Draeger warrants that under normal use and with prescribed maintenance, storage, and care, Goods are free from defects in material and workmanship for the warranty period. Except as provided in a separate warranty statement in Goods manual or otherwise provided with Goods, the warranty period for new capital equipment is twelve (12) months from date of delivery and disposable and consumable Goods (excluding sensors) are warranted at time of delivery only. All other Goods are warranted for ninety (90) days from (i) date of delivery or (ii) in the case of software, date of implementation sign-off, or first productive use. Warranty is conditioned on (i) Customer providing immediate written notice of warranty related claim to Draeger and following RMA Process, (ii) no repairs, modifications, or alterations being made to Goods other than by Draeger or its authorized representatives (iii) Customer handling, using, storing, installing, operating, cleaning, and maintaining Goods in compliance with the instructions and specifications provided with the Goods or incorporated into this Agreement, (iv) use of Goods only for the use intended by Draeger, (v) defect not related to attachment of Goods to non-Draeger supplied equipment or to Customer's network issues, (vi) Customer having fulfilled its payment obligations for Goods, and (vii) an inspection by Draeger that reveals that the Customer's claim is valid under the terms of the warranty. Customer's remedy for a breach of this warranty is limited to repair, replacement, or credit or refund, at the sole option of Draeger. Repair or replacement may be with parts or product that are new, used, or refurbished. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty.

(b) *Service.* Draeger warrants that the Service shall be performed in a professional manner in accordance with generally recognized industry standards for similar service. Claims for breach of this Service warranty must be submitted to Draeger in writing within ninety (90) days of the completion of Service. Customer's remedy for breach of Service warranty is limited to performance or credit or refund, at the sole option of Draeger.

(c) *Third Party Product.* If the Agreement includes the sale of third-party product not manufactured by Draeger or any of its affiliates, such products are provided to Customer solely at the direction of Customer with no recommendation by Draeger. Except as expressly provided otherwise in the Agreement, Draeger makes no warranty for any third-party product. Customer's sole warranty for any third-party product, if any, is the original manufacturer's warranty, which Draeger agrees to pass on to Customer, as applicable. The obligation of Customer to pay Draeger for the third-party product is absolute and unconditional, and Customer waives and releases Draeger from all claims, damages, and losses arising out of such third-party product regardless of any claims Customer may have regarding such third-party product.

(d) *No Other Warranties.* THE WARRANTIES IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO PRODUCT. DRAEGER MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. DRAEGER DOES NOT

WARRANT OR GUARANTEE THAT ANY PRODUCT WILL BE SECURE FROM CYBER THREATS HACKING OR SIMILARLY MALICIOUS ACTIVITY, DRAEGER DOES NOT WARRANT ANY CUSTOMER OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF PRODUCT AS IMPACTED BY SUCH NETWORK CONNECTION.

**9. INDEMNITY.** Draeger and Customer (each as “Indemnitor”) shall indemnify the other Party and its affiliates (collectively “Indemnitee”) from and against all third-party claims alleging bodily injury, death, or damage to the third-party’s tangible property, but only to the extent caused by the Indemnitor’s negligence or willful misconduct or omissions. If the injury or damages is caused by the Parties’ joint or contributory negligence, the loss and expenses shall be borne by each Party in proportion to its degree of fault. No part of the Customer’s sites is considered third-party property for purposes of this indemnity. Indemnitee shall provide Indemnitor with prompt written notice of any third-party claims covered by this Section 9. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense or settle the claim on the Indemnitee’s behalf. The Indemnitee shall not make any admissions that might be prejudicial to the Indemnitor and shall not enter in a settlement without the express permission of the Indemnitor.

**10. INSURANCE.** If during the term of the Agreement, Draeger may need access to Customer’s premises to perform Service or for other reasons, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate with financially sound and reputable insurers. Upon Draeger’s request, Customer shall provide Draeger with a certificate of insurance from Customer’s insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Draeger as an additional insured. Customer shall provide Draeger with thirty (30) days’ advance written notice in the event of a cancellation or material change in Customer’s insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Draeger’s insurers and Draeger.

**11. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED OR RECORDED DATA OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. DRAEGER’S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY DRAEGER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.**

**12. PATENT, TRADEMARK, AND OTHER INFRINGEMENT CLAIMS.** Draeger will, at its option and expense, defend any claim, suit, or proceeding brought against Customer alleging any Draeger manufactured Good violates any patent, trademark, or copyright; provided that Customer notifies Draeger in writing of the alleged claim within five (5) days, after Customer becomes aware of the allegation. Customer shall give Draeger information, assistance, and exclusive authority to fully control the defense and settlement of such claims. Draeger shall, at its own expense, defend and/or settle such claims, procure for Customer the right to use the Good, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Draeger, then Customer shall return the Product to Draeger and Draeger shall refund to Customer the purchase price paid by Customer, less reasonable depreciation for Customer’s use of the Product. This indemnity shall not apply if Customer modifies or combines, operates or uses the Good with any product, data, software, apparatus, or program not provided by Draeger and Customer shall indemnify and hold Draeger harmless against any liability or expense, including reasonable attorneys’ fees, incurred by Draeger in connection therewith.

**13. RIGHTS IN SOFTWARE, DOCUMENTATION, AND INTELLECTUAL PROPERTY.** To the extent software, data or other documentation or information (collectively, “Software”) is embedded in or delivered with any Goods sold under this Agreement, the sale of such Goods shall not constitute the transfer of the ownership rights in such Software. The Software shall remain Draeger’s property and Draeger grants to Customer a non-exclusive, non-transferable license solely to use the Software for the purpose, and in the manner, for which the Product Software was designed and produced and shall not modify, reverse engineer, or create derivative works based on any of the Software, or permit any third-party to do so. In addition, to the extent any third-party software is included in the Software, Customer will comply with any third-party software license terms provided by Draeger to Customer. Software that is provided separately to Customer as a Product is not included under this Section 13, but is governed by a separate license agreement, and may be subject to a licensing fee.

**14. DATA PROTECTION.** The Parties agree to comply with any privacy and data protection laws, including without limitation the General Data Protection Regulation (GDPR), to the extent relevant to the exchange of data between the Parties or storage or exchange of data in connection with Product provided hereunder.

**15. TERMINATION.** In addition to any remedies that may be provided under these terms and conditions, Draeger may terminate this Agreement or any part thereof with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days

after Customer’s receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of this Agreement, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) undergoes a change of control or ownership. Provisions of this Agreement which by their nature should apply beyond its termination or expiration will remain in force after any termination or expiration of this Agreement.

**14. CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Draeger, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Draeger to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Draeger in writing. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third-party.

**16. OTHER TERMS.**

(a) **Compliance with Laws.** Customer shall comply with all applicable laws and regulations, including, but not limited to, any laws and regulations relating to the import, export, or re-export of any Product or associated technical data.

(b) **Benefit and Assignment.** Neither Party may assign, subcontract, or delegate any rights or obligations under this Agreement unless stated in the Agreement, without the prior written consent of the other Party. Draeger may assign any of its rights and obligations under this Agreement to one of its affiliates without notice to, or consent of, Customer. This Agreement shall inure to and be binding on the Parties and their respective successors, permitted assigns, and legal representatives.

(c) **Modification.** This Agreement may not be changed, modified, or amended, except in writing signed by duly authorized representatives of the Parties.

(d) **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of law provisions. The Parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and is expressly excluded. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought before a court of competent jurisdiction located in the Commonwealth of Pennsylvania. The Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. **EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.**

(e) **Integration and Survival.** This Agreement together with any attachments or other documents expressly incorporated by reference herein, constitute the entire agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings, and communications between the Parties with respect to the Product. The terms of this Agreement that by their nature are intended to survive its expiration will continue in full force and effect after its expiration.

(f) **Severability; Headings.** No provision of this Agreement, which may be deemed unenforceable, will in any way invalidate any other portion or provision of this Agreement. Section headings are for reference only and will have no substantive effect.

(g) **Waiver.** No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Parties. No failure and no delay in exercising, on the part of any Party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

(h) **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(i) **Injunction.** Customer agrees that the remedies at law may be inadequate to protect Draeger against any actual or threatened breach of Sections 12 and 14 of this Agreement, and, without prejudice to any other rights and remedies otherwise available, Draeger will be entitled to seek injunctive relief.

(j) **Limitation of Actions.** Any action against Draeger arising out of this Agreement shall be commenced within one (1) year from the date such cause of action has accrued, otherwise the same shall be barred.

(k) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(l) **Notices.** Notices shall be in writing and shall be deemed served upon receipt and shall be delivered in person or by nationally recognized courier or certified mail to Draeger, Inc. 3135 Quarry Road, Telford, PA 18969, Attention CEO with a copy to the same address to the Attention of General Counsel (such copy shall not constitute service or process).

# ES PAD REQUIREMENTS ACKNOWLEDGEMENT FORM

## FIRE TRAINING SYSTEM

Regarding site-preparation for a Dräger Fire Training System, the customer is responsible for all site-work requirements and/or costs for the system. The customer is responsible for compliance with local building requirements regarding permits, inspections, approvals, and any costs associated with the aforementioned. Site-specific engineering drawings and/or certifications and local-stamped drawings are *not* included in the price. Concrete footing and/or pad design and installation costs and/or associated paving costs are *not* included in the proposal and are the responsibility of the customer.

Dräger will provide a point-load drawing with every pre-sales package. The point-loads shown are based on container tare weights, with allowances made for ancillary structures. No wind-loads or soil analysis are taken in to consideration for these loads. The drawing displays the minimum load of the Dräger Fire Training System. It will be necessary to source an engineer that will provide the site-preparation and foundation drawings to properly support the structure(s).

PLEASE NOTE : Pad must be true-level to ensure stairs land at the required height of the pad.

|                                                                         |                                                                  |
|-------------------------------------------------------------------------|------------------------------------------------------------------|
| <b>Submitted by :</b><br><br>Customer<br>Signature<br><br><b>Date :</b> | <b>Phone No. :</b><br><br><b>Email :</b><br><br>Customer Title : |
|-------------------------------------------------------------------------|------------------------------------------------------------------|

CUSTOMER INITIALS (to be initialed when document exceeds a single page)

\_\_\_\_\_

## Change Log

| Change notes                               |
|--------------------------------------------|
| Rev 00: Initial Release – New Document     |
| Rev 01: Added note regarding height of pad |

|                  |           |                 |                       |                    |            |
|------------------|-----------|-----------------|-----------------------|--------------------|------------|
| Status           | rev. ind. | effective date  | number                | Publisher          | page/of    |
| <b>Effective</b> | 01        | <b>01/14/19</b> | <b>DIH OG3020 A05</b> | <b>Dräger Inc.</b> | <b>1/1</b> |



## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Site Plan (SP 2023-01) Magnolia on Main

MEETING DATE: January 24, 2023

DEPARTMENT: Planning

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### ITEM SUMMARY:

Consideration and action on a site plan (SP 2023-01) request from Randy Primrose for live work use with upper floor residential units on lots 7R and 15R, Block 12 of the Original Town of Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas. The property is generally located on the east side of N Hwy 377 between Main and Rusk Street.

### INFORMATION:

**Zoning:** Oak Street Corridor Zoning District - Hwy 377 Zone - Specific Use Permit

An amendment to Chapter 12, Article III, Division 15, Entitled "Oak Street Corridor Zoning District" amending exhibit C Entitled "Oak Street Regulating Plan, Ord. No. 2018-133, was approved at the City Council meeting on October 23, 2018, authorizing "Live-Work Units Use" within the Oak St Zone and Highway 377 Zone, of The Original Town of Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas as a permitted use by ( SUP) Specific Use Permit.

An amendment to Chapter 12, Article III, Division 15, Entitled "Oak Street Corridor Zoning District" amending exhibit C Entitled "Oak Street Regulating Plan Ord. No. 2022-116, was approved at the City Council meeting on July 26, 2022,"by changing the maximum height of buildings from two (2) stories to four (4) stories for Lots 7R And 15R, Block 12 of The Original Town of Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas.

### Planning Analysis

- SUP 2022-04 for this project was approved on July 26, 2022.
- The plan includes 42 residential units, 8 live-work units, and 6,300 sf of retail leasable space along Hwy 377 frontage.
- The parking plan has 61 off-street parking spaces, which includes 28 tuck under-covered parking spaces and 33 surface parking spaces.
- A drainage plan will be accepted by the engineering consultant prior to construction.
- A utility plan will be accepted by the engineering consultant prior to construction.
- The exterior construction of the building is 100% masonry, comprised of brick, stucco, and cementous fiber board.
- The elevation includes a split level building with 3 and 4 floors.
- A Minor/Amending Plat combining lots 7R and 15R, Block 12 shall be filed prior to issuing permits.



## CITY COUNCIL AGENDA ITEM

### Screening

#### **Sec. 12-495 - Screening.**

(a) All buildings shall be designed such that no mechanical equipment (HVAC, etc.), except vents or stacks, is visible from the public right-of-way or open space, whether the equipment is located on the ground, exterior walls or the roof.

(b) For use on lots adjacent to Oak Street, loading and service areas shall be located at the rear of buildings utilizing the alley.

(c) Any frontage along all streets (except alleys) not defined by a building at the BTZ shall be defined by a four-foot high street screen. Furthermore, service areas shall be defined by a street screen that is at least as high as the service equipment being screened. The street screen shall be of either the same building material as the principal structure on the lot or masonry or a living screen composed of shrubs planted to be opaque at maturity. The required street screen shall be located at the property line or within the BTZ along the corresponding frontage.

#### • Surrounding Land Uses

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

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

The board approved the site plan on January 9, 2023.

### **STAFF RECOMMENDATION:**

Staff recommends approval as submitted.

### **SPECIAL CONSIDERATION:**



## **CITY COUNCIL AGENDA ITEM**

### **FINANCIAL CONSIDERATION:**

#### **ATTACHMENTS:**

1. SP 2023-01 - Randy Primrose
2. Site Plan
3. MoM Colored Elevations
4. Preliminary Drainage Plan
5. Preliminary Utility Plan
6. DCAD Location Map





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

## SITE PLAN APPLICATION

FEE OF \$400.00 IS DUE WITH SUBMITTAL

|                                                          |                                                                          |                                              |
|----------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------|
| Name of Applicant<br>Randy Primrose                      | Address of Applicant<br>2435 E Southlake Blvd, #150, Southlake, TX 76092 | Phone Number<br>214-500-6763                 |
| Legal Interest                                           |                                                                          |                                              |
| Owner<br>MPC Roanoke Main, LP                            | Address<br>2435 E Southlake Blvd, #150, Southlake, TX 76092              | Phone Number<br>214-500-6763                 |
| Firm preparing Site Plan Package<br>MPC Roanoke Main, LP | Address<br>2435 E Southlake Blvd, #150, Southlake, TX 76092              | Phone Number<br>214-500-6763                 |
|                                                          |                                                                          | Email                                        |
| Location of Property<br>108 & 112 N Hwy 377              | Name of Addition/Subdivision                                             | Lot / Block<br>Lot 7R & 15R, Block 12        |
|                                                          |                                                                          | Present Zoning<br>Oak St Zone District - 377 |

### Proposed Site Plan Contains:

| LAND USE            | NUMBER OF LOTS | ACRES FOR USE |
|---------------------|----------------|---------------|
| Single Family       |                |               |
| Multi-Family        | 2              | .89           |
| Planned Development |                |               |
| Office              |                |               |
| Retail              |                |               |
| Commercial          |                |               |
| Industrial          |                |               |
| Flood Plain         |                |               |

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

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

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

Applicants Signature \_\_\_\_\_ Date 11-16-22

### FOR OFFICE USE ONLY

|                                        |                           |                          |                                  |
|----------------------------------------|---------------------------|--------------------------|----------------------------------|
| Site Plan Fee<br>paid 11/16/2022 by JW | P&Z Meeting<br>01/09/2023 | CC Meeting<br>01/24/2023 | File for Record<br>SP- 2023 - 01 |
|----------------------------------------|---------------------------|--------------------------|----------------------------------|

## City of Roanoke Site Plan Checklist



### Submission Requirements

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

### Print Requirements

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

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

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

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

### Site Plan

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

## Site Plan Continued

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

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

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

### Landscape Plan

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

**Landscape Plan Cont.**

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

|                         | Required | Provided |
|-------------------------|----------|----------|
| Perimeter Landscape     | _____    | _____    |
| Number of Trees         | _____    | _____    |
| Interior Landscape      | _____    | _____    |
| Number of Trees         | _____    | _____    |
| Non-vehicular Landscape | _____    | _____    |
| Number of Trees         | _____    | _____    |

Total Site Area devoted to landscape: \_\_\_\_\_ %

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

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

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

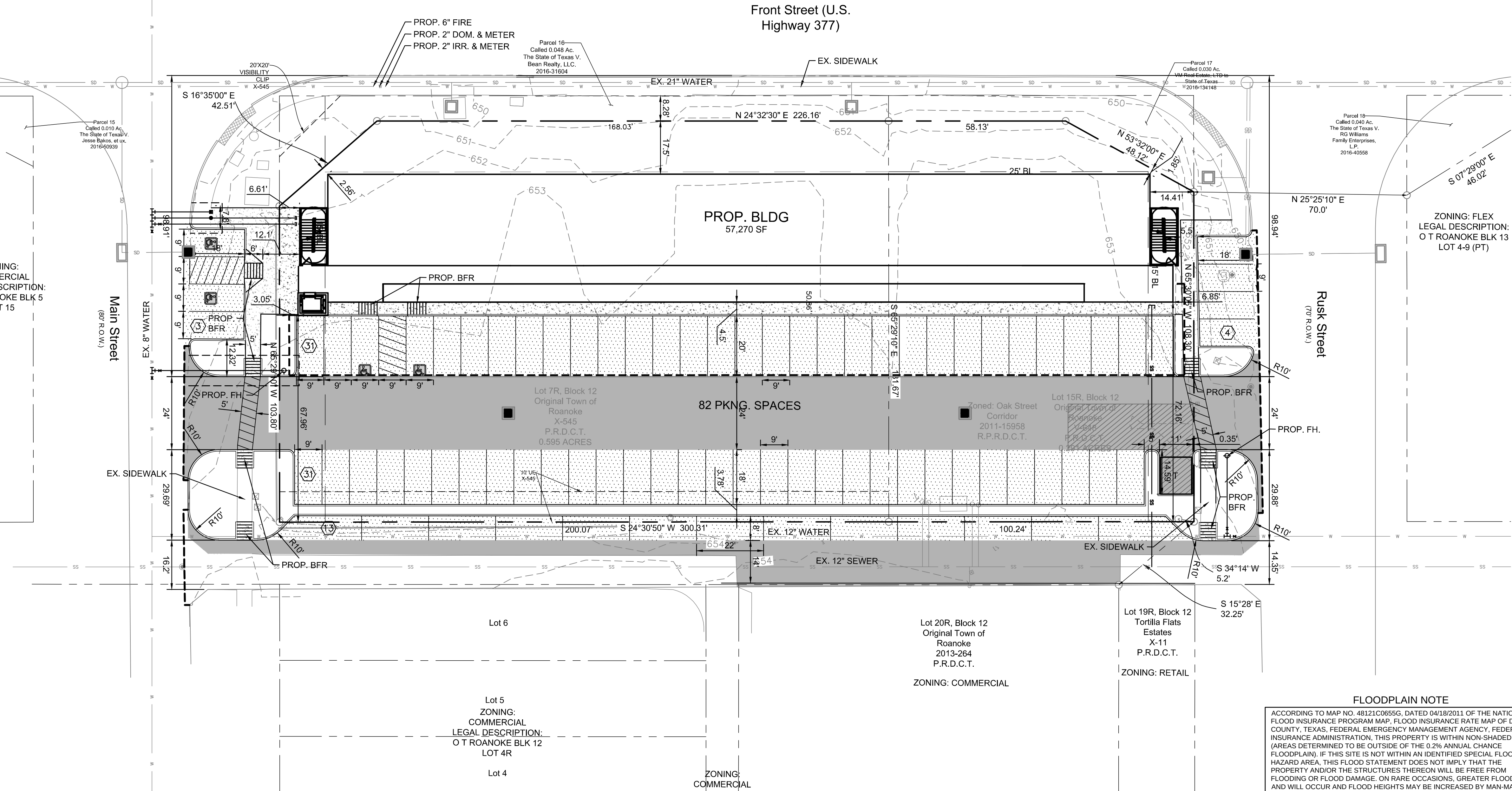
- ☐ Utility meters will not be visible except in areas clearly intended as service areas where the public is generally excluded.
- ☐ Mechanical equipment located on rooftops will be screened.
- ☐

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



PLOTTED BY: SANTIAGO DURAN  
 PLOT DATE: 11/27/2022 10:51 PM  
 LOCATION: Z:\PROJECTS\MARKETING\MAGNOLIA\ROANOKE -- GARAGE\CADD\SHEETS\SP-1.DWG  
 LAST SAVED: 11/27/2022 10:36 PM

| SITE DATA SUMMARY |                       |                        |                  |                    |                            |                |              |              |       |                                                                                  |  |            |              |      |                  |         |                |         |       |     |
|-------------------|-----------------------|------------------------|------------------|--------------------|----------------------------|----------------|--------------|--------------|-------|----------------------------------------------------------------------------------|--|------------|--------------|------|------------------|---------|----------------|---------|-------|-----|
| LOT               | ZONING                | PROPOSED USE           | LOT SIZE (ACRES) | LOT SIZE (SQ. FT.) | TOTAL BLDG. AREA (SQ. FT.) | BLDG HGT. (FT) | # OF STORIES | LOT COVERAGE |       | PARKING                                                                          |  |            | HANDICAP SP. |      | TOTAL IMPERVIOUS |         | TOTAL PERVIOUS |         |       |     |
|                   |                       |                        |                  |                    |                            |                |              | REQ.         | PROV. | REQ. RATIO                                                                       |  | TOTAL REQ. | TOTAL PROV.  | REQ. | PROV.            | (SQ FT) | (%)            | (SQ FT) | (%)   |     |
| PROPOSED LOT 1    | OAK ST. ZONE DISTRICT | RESIDENTIAL APARTMENTS | 0.89             | 38,608             | 57,270                     | 60'-6"         | 4            | 50% MAX      | 30.9% | RESIDENTIAL 47,820 (59 UNITS) 1 PER UNIT<br>LIVE WORK 6,300 (8 UNITS) 1 PER UNIT |  |            | 67           | 82   | 4                | 4       | 31,641         | 82%     | 6,967 | 18% |

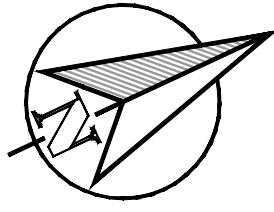
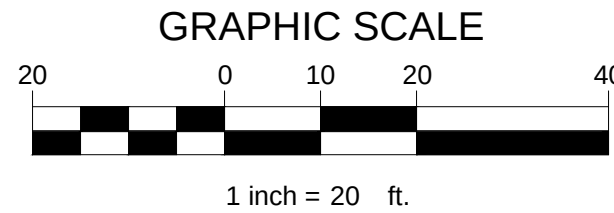
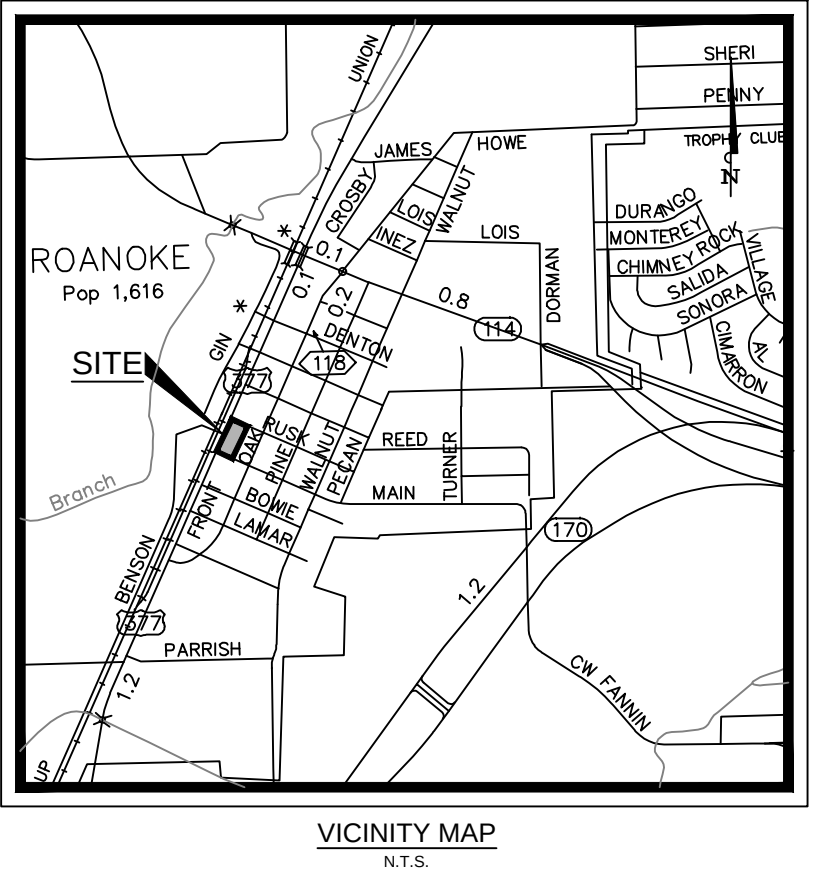


**FLOODPLAIN NOTE**

ACCORDING TO MAP NO. 48121C0655G, DATED 04/18/2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN NON-SHADED ZONE X. (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN). IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
  - JOINTS IN CONCRETE PAVEMENT SHALL NOT EXCEED 15 FOOT SPACING. CONTRACTOR TO PROVIDE JOINT LAYOUT TO ENGINEER PRIOR TO POURING PAVEMENT.

| LEGEND |                                                            |
|--------|------------------------------------------------------------|
|        | DUMPSTER DUTY CONCRETE PAVEMENT                            |
|        | HEAVY DUTY CONCRETE PAVEMENT                               |
|        | LIGHT DUTY CONCRETE PAVEMENT                               |
|        | CONCRETE SIDEWALK                                          |
|        | PROPOSED CONCRETE CURB AND GUTTER                          |
|        | CONNECT TO EXISTING PAVEMENT WITH LONGITUDINAL BUTT JOINT. |
|        | PARKING COUNT                                              |
|        | EX. PROPERTY LINE                                          |
|        | EX. COMMUNICATION LINES                                    |
|        | EX. GAS LINES                                              |
|        | EX. OVERHEAD ELECTRIC LINES                                |
|        | EX. SANITARY SEWER AND MANHOLE                             |
|        | EX. WATER LINES                                            |
|        | PROP. COMM LINES                                           |
|        | PROP. UNDERGROUND ELECTRIC LINES                           |
|        | PROP. SANITARY SEWER LINES                                 |
|        | PROP. WATER LINES                                          |
|        | EX. CONTOUR LINE                                           |
|        | PROP. CONTOUR LINE                                         |



**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
 CLAYMOORE ENGINEERING  
 ENGINEERING AND PLANNING  
 CONSULTANTS  
 CLAY CRISTY  
 Engineer: 109800 Date: 10/27/2022  
 P.E. No.

**MAGNOLIA GARAGE**  
**US-377 & RUSK ST.**  
**ROANOKE, TX**

SITE PLAN



**CONCEPTUAL DESIGN PACKAGE**  
16 NOVEMBER 2022



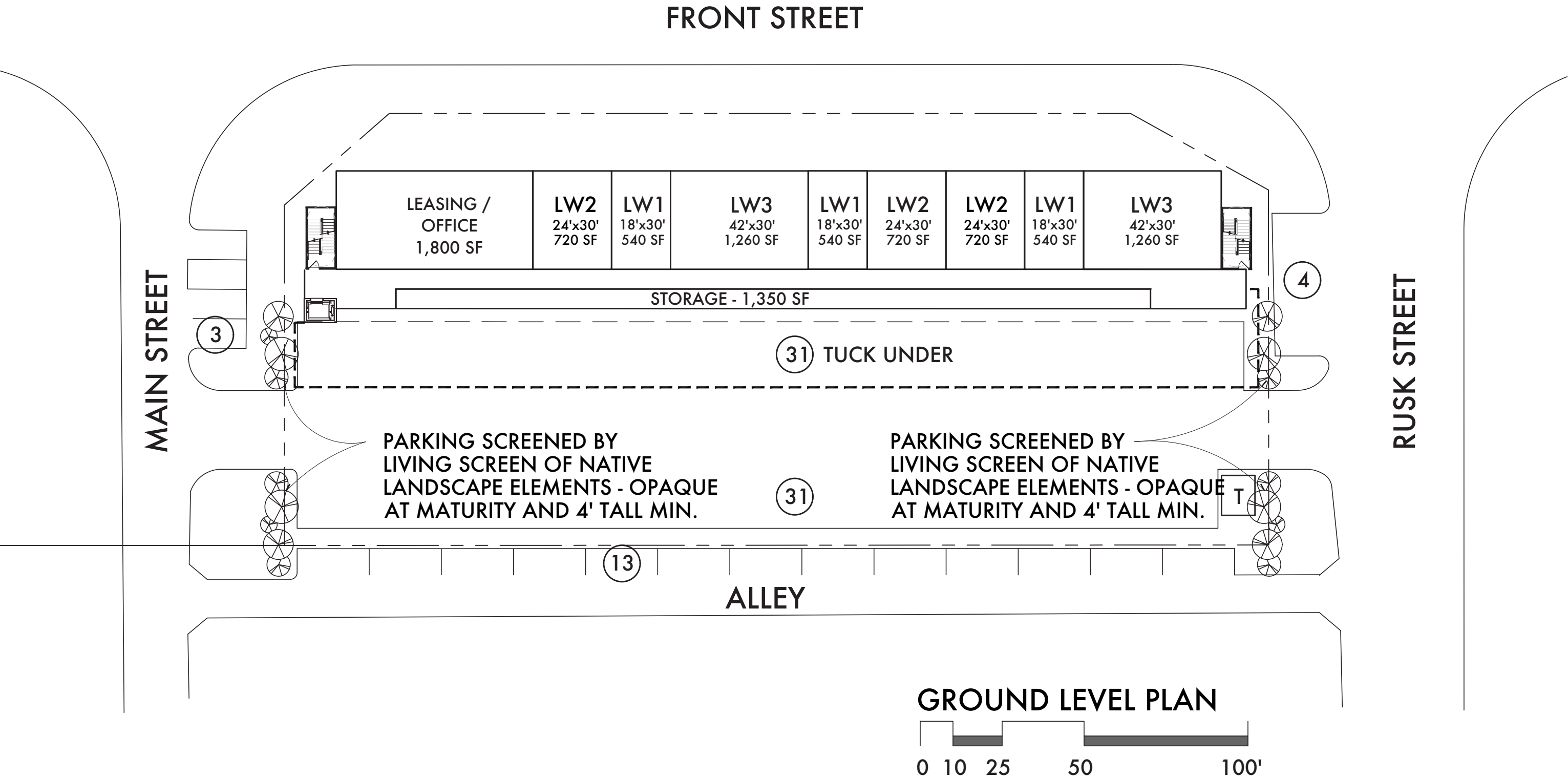
**MAGNOLIA on MAIN**  
Roanoke, Texas



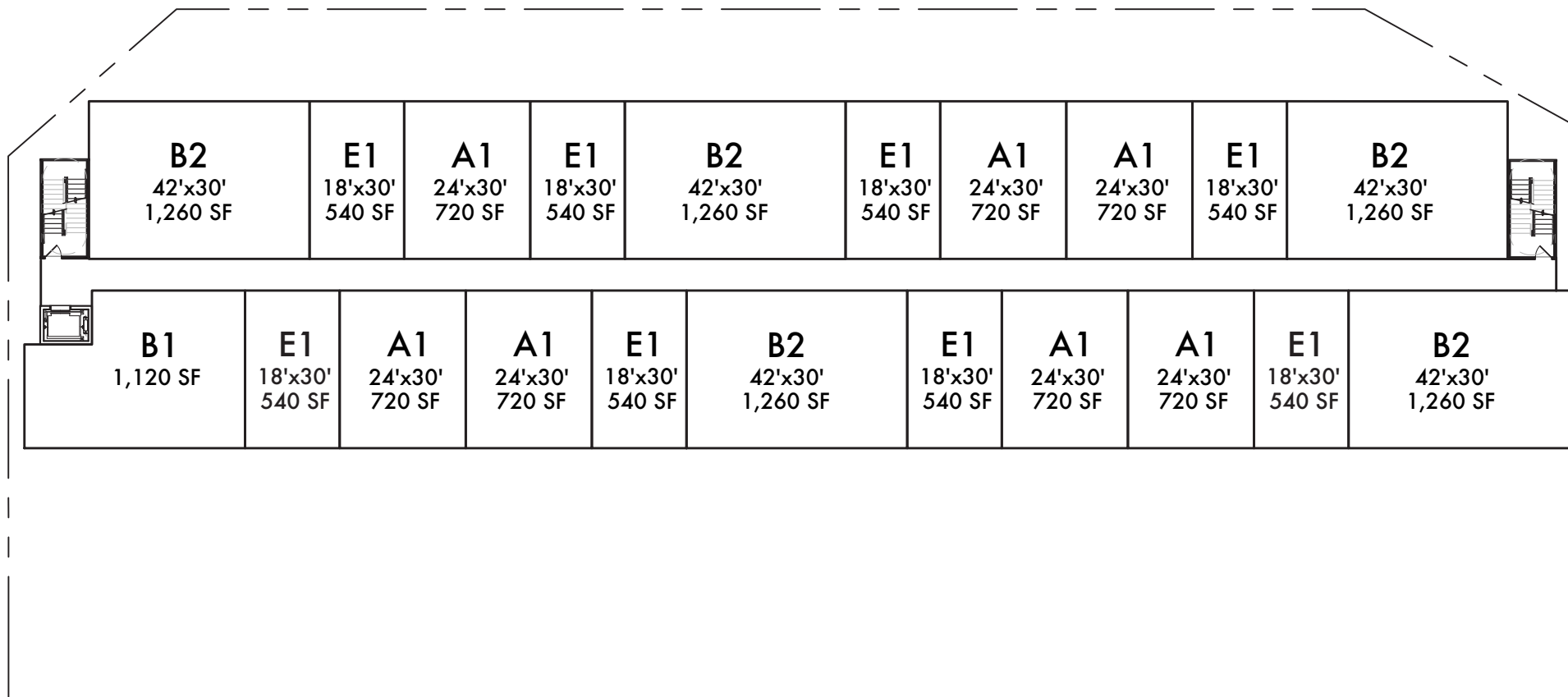


©WILDER ARCHITECTS, LLC

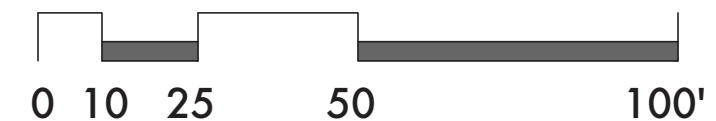


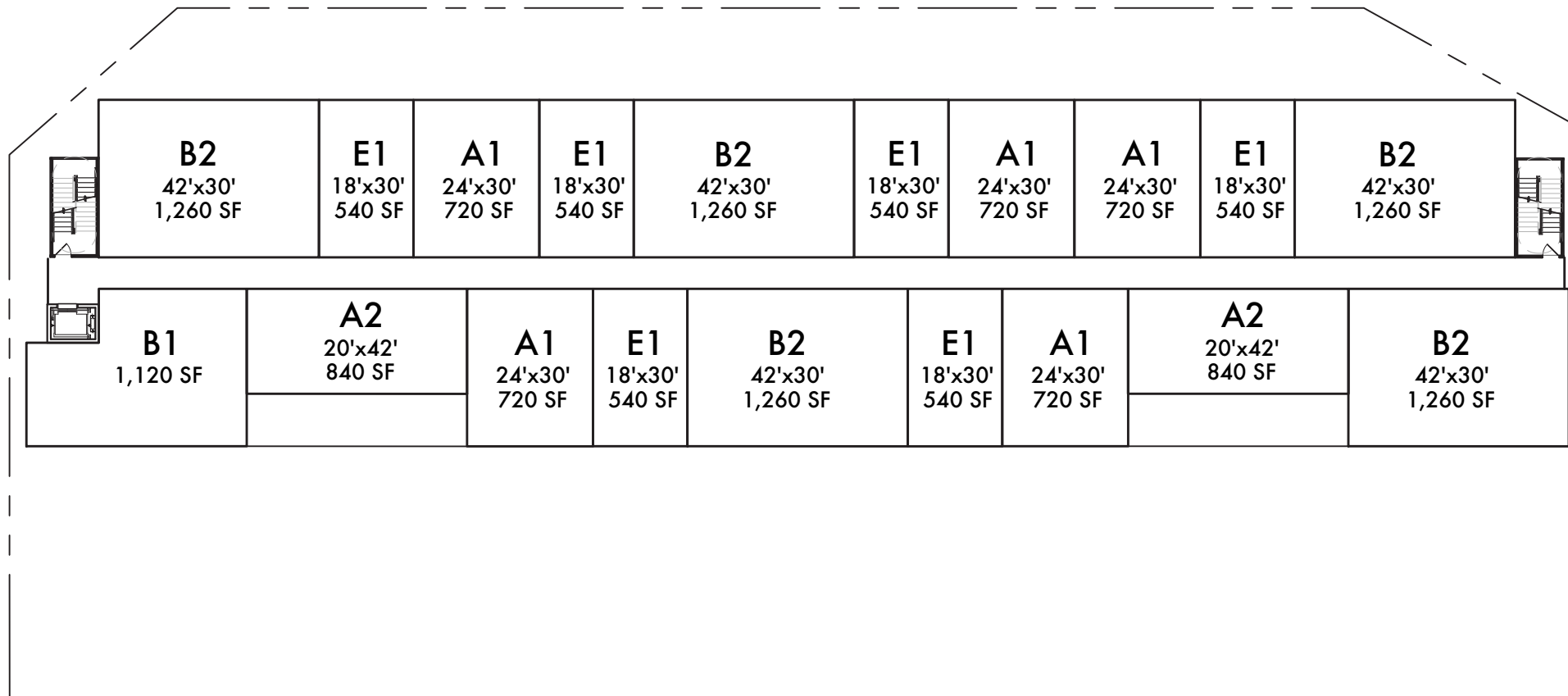




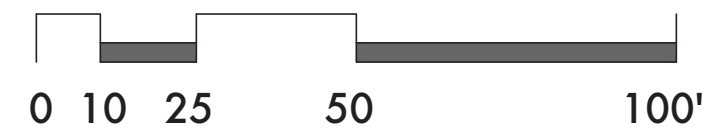


LEVELS 2 and 3 PLAN





LEVEL 4 PLAN





**BUILDING SKIN: 14,550 SF TOTAL**  
 DOORS and WINDOWS: 5,385 SF (37%)  
 BALANCE of BLDG SKIN: 9,165 SF - 100% MASONRY  
     BRICK (38%)  
     STUCCO (47%)  
     CEMENTITIOUS FIBER BOARD (15%)

**FRONT STREET ELEVATION**

























Residential Units

|                                        | E1        | A1        | A2       | B1         | B2        |       |
|----------------------------------------|-----------|-----------|----------|------------|-----------|-------|
|                                        | 540 SF    | 720 SF    | 840 SF   | 1,120 SF   | 1,260 SF  |       |
| 4                                      | 6         | 5         | 2        | 1          | 5         | 19    |
| 3                                      | 8         | 7         | 0        | 1          | 5         | 21    |
| 2                                      | 8         | 7         | 0        | 1          | 5         | 21    |
| Ground                                 | 0         | 0         | 0        | 0          | 0         | 0     |
|                                        | 22        | 19        | 2        | 3          | 15        | 61    |
|                                        | 11,880 SF | 13,680 SF | 1,680 SF | 3,360 SF   | 18,900 SF |       |
| 49,500 SF - NET RENTABLE (RESIDENTIAL) |           |           |          |            |           |       |
| 1,350 SF - RENTABLE STORAGE            |           |           |          |            |           |       |
| 61 RESIDENTIAL UNITS                   |           |           |          | 1 BR UNITS | 41        | 67.2% |
| 811 SF AVERAGE                         |           |           |          | 2 BR UNITS | 18        | 29.5% |

Live / Work Units

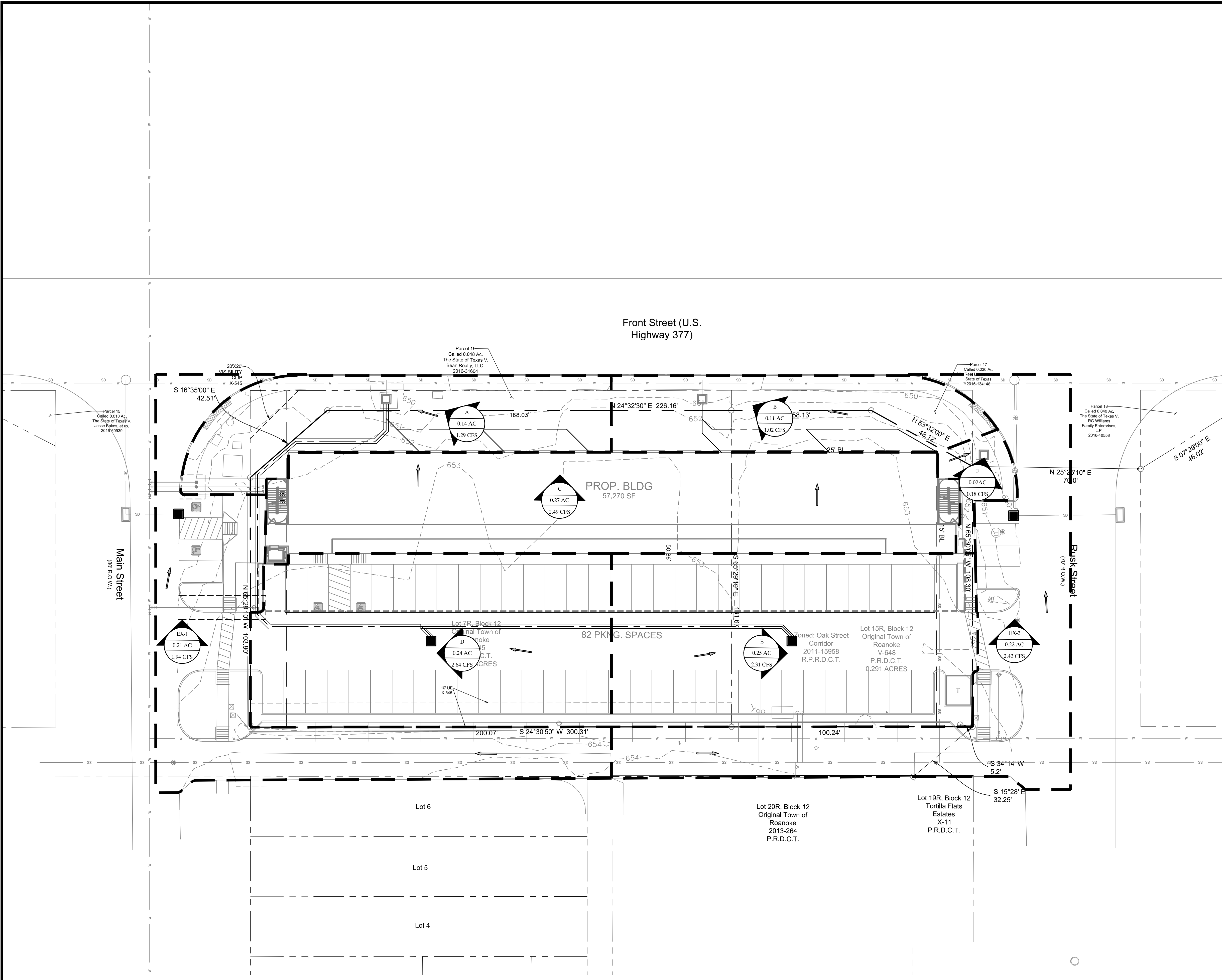
|                                             | LW1      | LW2      | LW3      |          |
|---------------------------------------------|----------|----------|----------|----------|
|                                             | 540 SF   | 720 SF   | 1,260 SF |          |
| 3                                           | 0        | 0        | 0        | 0        |
| 2                                           | 0        | 0        | 0        | 0        |
| Ground                                      | 3        | 3        | 2        | 8        |
|                                             | 3        | 3        | 2        | 8        |
|                                             | 1,620 SF | 2,160 SF | 2,520 SF |          |
| 6,300 SF - NET RENTABLE (LIVE / WORK UNITS) |          |          |          |          |
| 8 LIVE / WORK UNITS                         |          |          |          |          |
| 788 SF AVERAGE                              |          |          |          |          |
| Leasing Center / Office                     |          |          |          | 1,800 SF |
| NON-RESIDENTIAL AREA                        |          |          |          | 1,800 SF |

Parking

|                             |      |                             |
|-----------------------------|------|-----------------------------|
| City of Roanoke criteria:   |      |                             |
| 1 per 1BR unit              | 41   |                             |
| 1 per 2BR unit              | 18   |                             |
|                             | 59   | residential spaces required |
| 1 per LW unit               | 8    |                             |
| TOTAL REQ'D                 | 67   | spaces                      |
| Off Street parking provided |      |                             |
| Tuck-Under                  | 31   |                             |
| Surface                     | 31   |                             |
|                             | 62   | spaces                      |
| Alley                       | 13   |                             |
| Streetside                  | 7    |                             |
| TOTAL                       | 82   | spaces                      |
|                             | 1.19 | per Unit                    |



PLOTTED BY: SANTIAGO DURAN  
PLOT DATE: 11/3/2022 12:20 AM  
LOCATION: Z:\PROJECTS\MARKETING\MAGNOLIA\ROANOKE - GARAGE\CADD\SHEETS\PRELIMINARY DRAINAGE PLAN.DWG  
LAST SAVED: 11/3/2022 12:20 AM



| LEGEND |                        |
|--------|------------------------|
|        | DRAINAGE AREA LABEL    |
|        | DRAINAGE AREA (AC)     |
|        | FLOW QUANTITY (CFS)    |
|        | DIRECTION OF FLOW      |
|        | DRAINAGE AREA BOUNDARY |

**FLOODPLAIN NOTE**  
ACCORDING TO MAP NO. 48121C0655G, DATED 04/18/2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN NON-SHADED ZONE X. (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN). IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

TEXAS REGISTRATION #141399

CLAY MOORE ENGINEERING

PHONE: 817.281.0072  
1903 CENTRAL DR. SUITE #408  
BEDFORD, TX 76021  
WWW.CLAYMOOREENGINEERING.COM

**PRELIMINARY**  
FOR REVIEW ONLY  
Not for construction purposes.  
CLAYMOORE ENGINEERING  
ENGINEERING AND PLANNING  
CONSULTANTS  
CLAY, CRISTY  
Engineer: 109800 Date: 10/27/2022  
P.E. No. 109800 Date 10/27/2022

**MAGNOLIA GARAGE**  
**US-377 & RUSK ST.**  
**ROANOKE, TX**

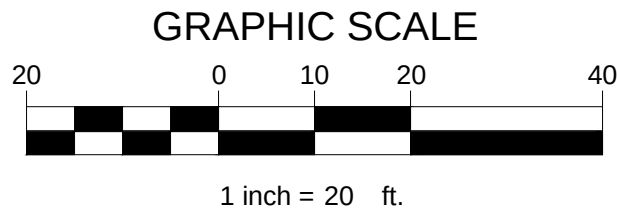
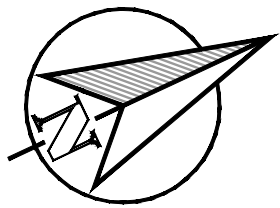
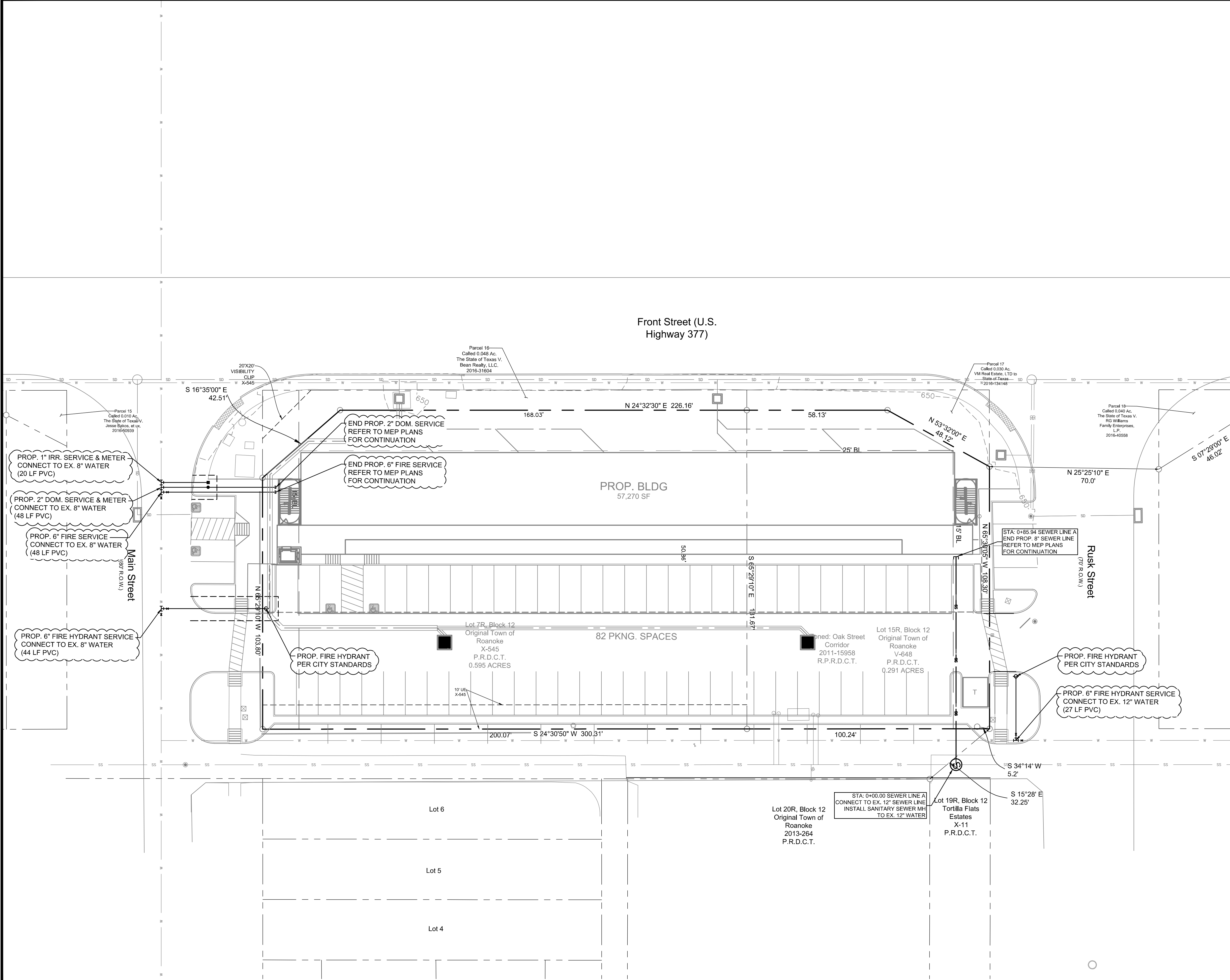
| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
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|     |      |          |    |

**PRELIMINARY DRAINAGE**  
**PLAN**

|             |           |
|-------------|-----------|
| DESIGN:     | SDC       |
| DRAWN:      | SDC       |
| CHECKED:    | SDC       |
| DATE:       | 11/3/2022 |
| SHEET       |           |
| C-3         |           |
| CM FILE NO. | 2022-XXXX |



PLOTTED BY: SANTIAGO DURAN  
PLOT DATE: 11/2/2022 6:28 PM  
LOCATION: Z:\PROJECTS\MARKETING\MAGNOLIA GARAGE  
LAST SAVED: 11/2/2022 5:17 PM



| LEGEND |                                     |
|--------|-------------------------------------|
|        | EXISTING FIRE HYDRANT ASSEMBLY      |
|        | PROPOSED FIRE HYDRANT ASSEMBLY      |
|        | EXISTING WATER MAIN                 |
|        | PROPOSED WATER LINE AND GATE VALVE  |
|        | EXISTING SANITARY SEWER AND MANHOLE |
|        | PROPOSED SANITARY SEWER LINE        |
|        | PROPOSED GAS LINE                   |
|        | PROPOSED COMMUNICATIONS LINE        |
|        | PROPOSED UNDERGROUND ELECTRIC LINE  |

**FLOODPLAIN NOTE**

ACCORDING TO MAP NO. 48121C0655G, DATED 04/18/2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN NON-SHADED ZONE X, (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN). IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

- NOTES:**
- CONTRACTOR SHALL COORDINATE WITH FRANCHISE UTILITY COMPANIES AND IRRIGATION PLANS TO DETERMINE QUANTITY, SIZE, AND LOCATION FOR ALL CONDUIT AND SLEEVING REQUIRED TO SERVE BUILDING AND SITE. ALL CONDUIT AND SLEEVES SHALL BE INSTALLED PRIOR TO SUBGRADE PREPARATION AND PAVING.

- FRANCHISE UTILITY NOTES:**
- THE GAS, ELECTRIC AND TELEPHONE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE LATEST INFORMATION AVAILABLE FROM THE RESPECTIVE FRANCHISE UTILITY COMPANIES. IT IS INTENDED FOR PURPOSES OF GENERAL BIDDING AND BASIC CLARITY. SPECIFIC JOB SITE CONDITIONS SHALL BE FIELD VERIFIED PER NOTES 2 THROUGH 4 BELOW. THE FRANCHISE UTILITY CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR SAID FIELD CONDITIONS AND ASSOCIATED REVISIONS REQUIRED BY THE RESPECTIVE UTILITY COMPANIES INVOLVED.
  - THE FRANCHISE UTILITY CONTRACTOR SHALL CONTACT THE RESPECTIVE FRANCHISE UTILITY COMPANIES, VERIFY ALL REQUIREMENTS AND EQUIPMENT, AND FURNISH AND INSTALL, INCLUDING BUT NOT LIMITED TO, ALL METERS, TRANSFORMERS, CONDUIT, CONCRETE PADS, TRENCHING, AND BACKFILL NECESSARY FOR PROPER INSTALLATION. FRANCHISE UTILITY CONTRACTOR SHALL ALSO PAY ALL FEES AND CHARGES INCURRED AND COORDINATE WITH OTHER FRANCHISE UTILITY COMPANIES.
  - THE FRANCHISE UTILITY CONTRACTOR SHALL FIELD VERIFY, IN THE PRESENCE OF THE RESPECTIVE UTILITY COMPANY REPRESENTATIVES, THE LOCATION OF ALL EXISTING AND PROPOSED UTILITY SERVICES AND EQUIPMENT. THE FRANCHISE UTILITY CONTRACTOR SHALL INCLUDE IN HIS BID SUFFICIENT FUNDS TO COVER ALL COSTS REQUIRED BY UTILITY COMPANIES TO PROVIDE NEW SERVICES AND/OR UPGRADE EXISTING SERVICES. NO ALLOWANCES WILL BE MADE FOR FRANCHISE UTILITY CONTRACTOR'S UNFAMILIARITY WITH THE EXISTING CONDITION, REQUIREMENTS OF THE NEW CONDITIONS, AND/OR FAILURE TO COORDINATE INSTALLATION.
  - CONTRACTOR SHALL VERIFY THAT METER AND TRANSFORMER LOCATIONS SHOWN MEET DESIGN CRITERIA BY FRANCHISE UTILITY COMPANIES FOR, BUT NOT LIMITED TO, THE OFFSET DISTANCE FROM FACE OF BUILDING.

TEXAS REGISTRATION #141399

CLAY MOORE ENGINEERING

PHONE: 817.281.0072  
1903 CENTRAL DR. SUITE 406  
BEDFORD, TX 76021  
WWW.CLAYMOOREENGINEERING.COM

PRELIMINARY

FOR REVIEW ONLY  
Not for construction purposes.

CLAYMOORE ENGINEERING  
ENGINEERING AND PLANNING  
CONSULTANTS  
CLAY, CRISTY

Engineer: 109800 Date: 10/27/2022  
P.E. No. Date

MAGNOLIA GARAGE  
US-377 & RUSK ST.  
ROANOKE, TX

| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
|     |      |          |    |
|     |      |          |    |
|     |      |          |    |
|     |      |          |    |

PRELIMINARY UTILITY  
PLAN

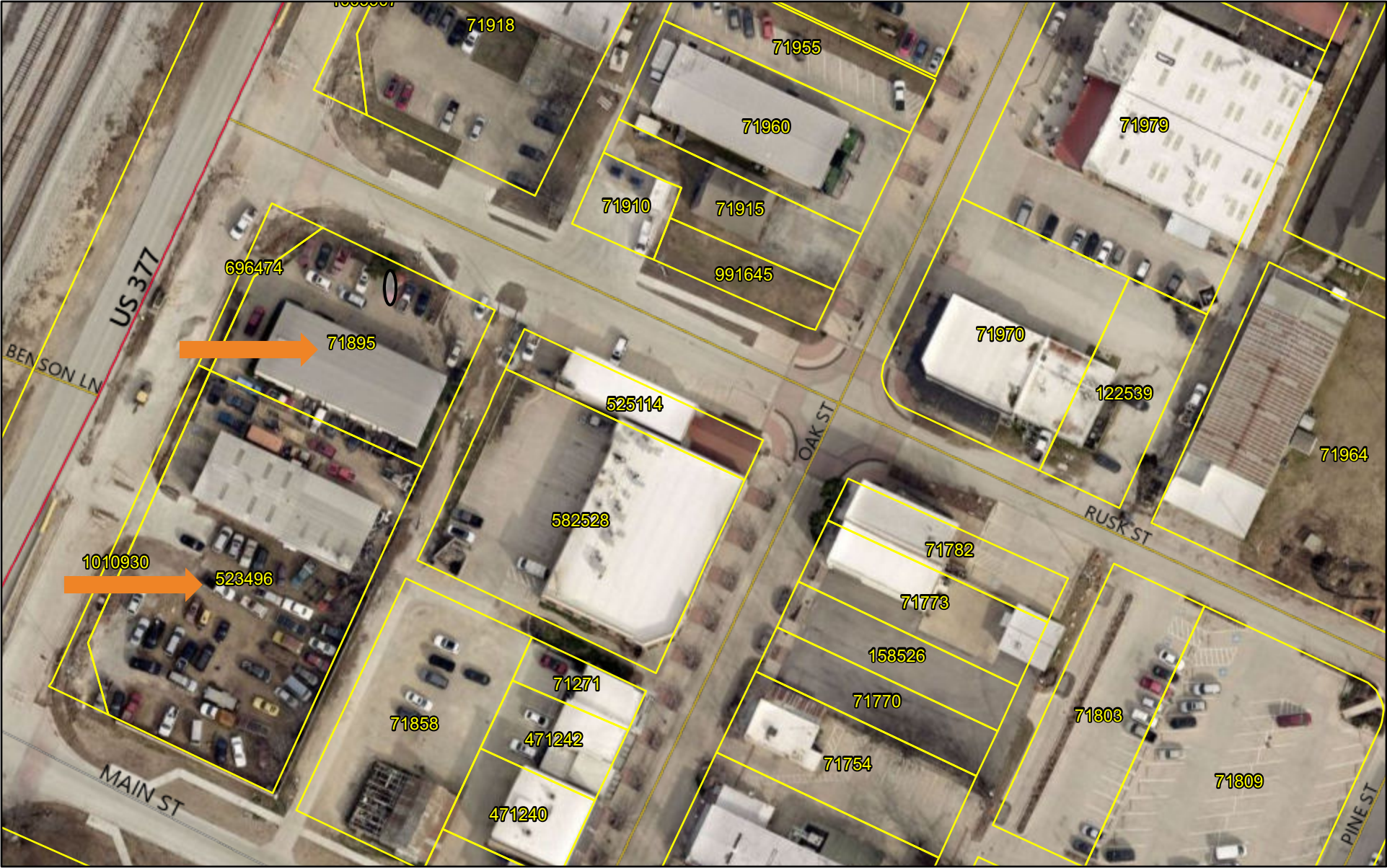
DESIGN: SDC  
DRAWN: SDC  
CHECKED: SDC  
DATE: 11/2/2022

SHEET  
C-2

CM FILE NO. 2022-XXX

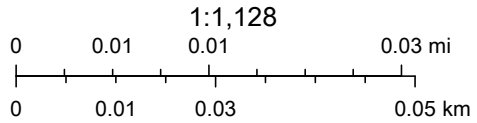


# Denton CAD Web Map



12/13/2022, 8:34:25 AM

 Parcels  Roads  MINOR  US  MEDIAL



Denton Central Appraisal District, dentoncad.com



## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Facade Grant - Wild Oak Studio

MEETING DATE: January 24, 2023

DEPARTMENT: Planning

---

### ITEM SUMMARY:

Consideration and action for a façade grant application from Cortney Lang of Wild Oak Studio at 400 S. Oak St. Suite 160 Roanoke, TX.

### INFORMATION:

The Facade Grant Review Committee received an application for consideration for improvements to the exterior building signage for the amount of 50% of the final project cost or \$15,000.00. The proposed banner sign is 9 square feet and the building sign equals 9.34 square feet with LED illumination.

- The estimated amount of the project is \$6,689.85.
- The amount requested is \$3344.93

### STAFF RECOMMENDATION:

Staff recommends approval of the amount requested once work has been completed and accepted.

### SPECIAL CONSIDERATION:

In the FY 2022-2023 Budget, the City Council approved funding in the amount of \$ 50,000.00 for the Façade Grant Program.

### FINANCIAL CONSIDERATION:

\$ 50,000.00 of grant funds are available.

### ATTACHMENTS:

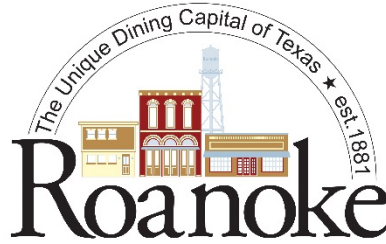
1. Facade Grant Program Application (Wild Oak)
2. Proof\_WildOakStudios2





## CITY COUNCIL AGENDA ITEM

3. Estimate4



## FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Cortney Lang
2. Name of Business: Wild Oak Studio
3. Mailing Address of Applicant: 129 Lilypad Bend, Argyle TX 76226
4. Project Address: 400 S. Oak St, Suite 160, Roanoke TX, 76262
5. Does the applicant own the building? \_\_\_\_\_ Yes ☒ No

(If the answer to #5 is no, please provide a letter from the building owner declaring approval of the project.)

6. Estimated Project Cost: \$ 6,689.85

(Attach a detailed cost breakdown supported by one or more quotes from recognized contractors or suppliers with a written description of work to be completed. Include photo of the site to be improved and a sketch or photos of planned improvements.)

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$ 3300  
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)
8. Proposed project start date: January 2023
9. Proposed project completion date: February 2023
10. What is (are) the existing uses of the building? Retail storefronts
11. Will the proposed project result in a change of the use of the building?  
Yes \_\_\_\_\_ No ☒ If Yes, please explain the change \_\_\_\_\_

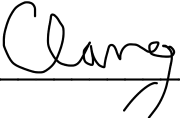
12. The following are attached to this application:

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

Signage is expected by Integrity Group per lease.

The undersigned applicant affirms that:

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

Applicant Signature:  Date: 2022-12-09

Business Name: Wild Oak Studio

Address: 400 S. Oak St, Suite 160, Roanoke TX, 76262

Phone: 469-515-3575



Proposed



Present



### SPECIFICATIONS:

**Digitally Printed Banner**

**Edges:** Taped

**Mounting:** Grommets

**Sq. Ft:** 9

**Qty:** 1

**\*\*Temporary banner to be installed until completion of channel letters**

Z:\Wild Oak Studios\Proofs

|                                                                                    |                                       |                     |                                                                                                                             |                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------|---------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Client: Wild Oak Studios              | Sales: Brooks Hays  | Revisions:                                                                                                                  | Initials/Date:                                                                                      | <b>TSCL# 18741</b><br><small>THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</small><br><small>© COPYRIGHT 2014, BY PRIORITY SIGNS AND GRAPHICS. ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY OF PRIORITY SIGNS AND GRAPHICS AND MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN PERMISSION FROM PRIORITY SIGNS AND GRAPHICS.</small><br><small>PHOTO ELEVATION DEPICTION INTENDED FOR GENERAL CONCEPT ILLUSTRATION. ACTUAL SIZING AND PERSPECTIVE WILL VARY SLIGHTLY FROM IMAGE.</small> |
|                                                                                    | Location: Address, City, State        | Designer: Hallie    | 1 -                                                                                                                         | -                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                    | Contact: Name Contact #: 000-000-0000 | Date: 09/30/2022    | 2 -                                                                                                                         | -                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                    | Email: Email@email.com                | Approval Signature: | 3 -                                                                                                                         | -                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                    |                                       |                     | 4 -                                                                                                                         | -                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                    |                                       |                     |  <b>INTERNATIONAL SIGN ASSOCIATION</b> |  <b>MEMBER</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |





Proposed



Illumination - Simulation Only



Present

# **SPECIFICATIONS:**

**2" d Reverse Channel Letters**

**Illumination:** White LEDs

**Faces:** .125" Aluminum

**Painted:** Semigloss

**Returns:** 2" - .063

**Mounting:** 1.5" Standoffs

1/4" non-corrosive bolts/anchors

**Sq. Ft:** 9.34

**Qty:** 1

# **Colors:**

**Paint (Semigloss)**

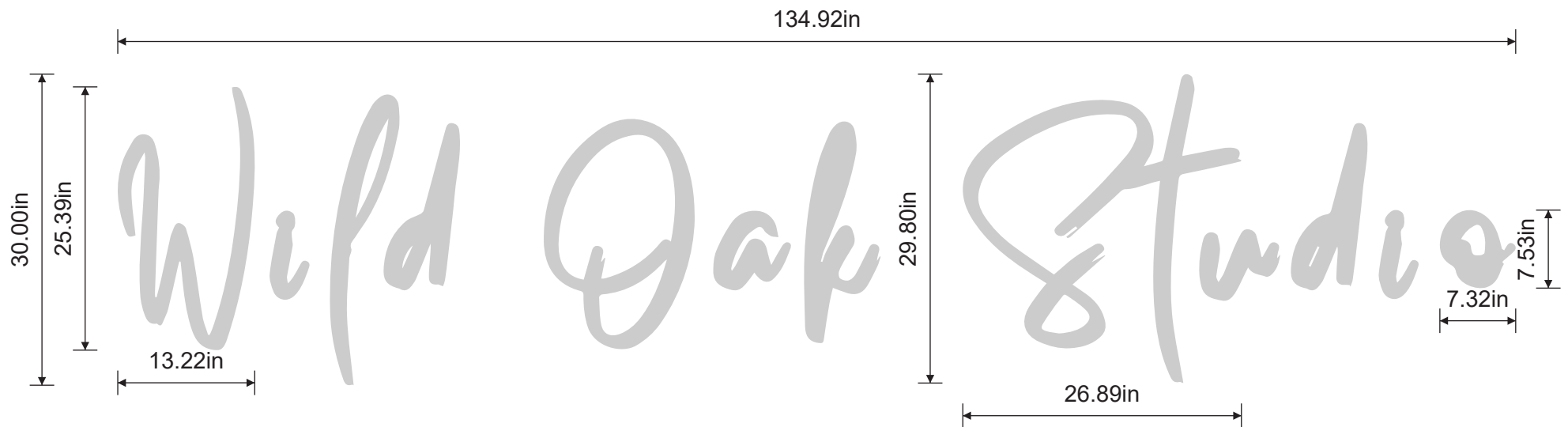
☐ White

**\*\*Sign will replace temporary banner upon completion**

Z:\Wild Oak Studios\Proofs

|  |                                |                     |            |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--|--------------------------------|---------------------|------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Client: Wild Oak Studios       | Sales: Brooks Hays  | Revisions: | Initials/Date: | <b>TSCL# 18741</b><br><small>THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</small><br><small>© COPYRIGHT 2014, BY PRIORITY SIGNS AND GRAPHICS. ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY OF PRIORITY SIGNS AND GRAPHICS AND MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN PERMISSION FROM PRIORITY SIGNS AND GRAPHICS.</small><br><small>PHOTO ELEVATION DEPICTION INTENDED FOR GENERAL CONCEPT ILLUSTRATION. ACTUAL SIZING AND PERSPECTIVE WILL VARY SLIGHTLY FROM IMAGE.</small> |
|  | Location: Address, City, State | Designer: Hallie    | 1 -        | -              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|  | Contact: Name                  | Date: 09/30/2022    | 2 -        | -              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|  | Contact #: 000-000-0000        |                     | 3 -        | -              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|  | Email: Email@email.com         | Approval Signature: | 4 -        | -              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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Z:\Wild Oak Studios\Proofs

|                                                                                    |                                |                         |                                                                                                                      |                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------|--------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Client: Wild Oak Studios       | Sales: Brooks Hays      | Revisions:                                                                                                           | Initials/Date:                                                                               | <b>TSCL# 18741</b><br><small>THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</small><br><small>© COPYRIGHT 2014, BY PRIORITY SIGNS AND GRAPHICS. ALL DESIGNS PRESENTED ARE THE SOLE PROPERTY OF PRIORITY SIGNS AND GRAPHICS AND MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT WRITTEN PERMISSION FROM PRIORITY SIGNS AND GRAPHICS.</small><br><small>PHOTO ELEVATION DEPICTION INTENDED FOR GENERAL CONCEPT ILLUSTRATION. ACTUAL SIZING AND PERSPECTIVE WILL VARY SLIGHTLY FROM IMAGE.</small> |
|                                                                                    | Location: Address, City, State | Designer: Hallie        | 1 -                                                                                                                  | -                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                    | Contact: Name                  | Contact #: 000-000-0000 | 2 -                                                                                                                  | -                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                    |                                | Date: 09/30/2022        | 3 -                                                                                                                  | -                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                    | Email: Email@email.com         | Approval Signature:     | 4 -                                                                                                                  | -                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                    |                                |                         |  INTERNATIONAL SIGN ASSOCIATION |  MEMBER |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



PRIORITY SIGNS & GRAPHICS  
P.O. Box 32  
Grapevine, TX 76099

Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 9/28/2022 | 15133      |

|                 |
|-----------------|
| Name / Address  |
| Wild Oak Studio |

|          |       |           |     |
|----------|-------|-----------|-----|
| P.O. No. | Terms | Due Date  | Rep |
|          |       | 9/28/2022 |     |

| Description                | Qty | Cost         | Total      |
|----------------------------|-----|--------------|------------|
| Permit Procurement         | 1   | 250.00       | 250.00T    |
| City Fee/Permit            | 2   | 150.00       | 300.00T    |
| Fabricate Halo-Lit Letters | 1   | 4,180.00     | 4,180.00T  |
| Sign Installation          | 1   | 1,400.00     | 1,400.00T  |
| 18"X6' Temp banner         | 1   | 50.00        | 50.00T     |
| Sales Tax                  |     | 8.25%        | 509.85     |
|                            |     | <b>Total</b> | \$6,689.85 |

Please note there is a 3% fee on all credit card purchases over \$1000. A late charge of 1% per month will be added to invoices beginning at 30 days past due.

Customer Signature \_\_\_\_\_



## CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Facade Grant - Roanoke Center, 610 Byron Nelson Blvd.

MEETING DATE: January 24, 2023

DEPARTMENT: Planning

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### ITEM SUMMARY:

Consideration and action for a façade grant application from Gary Cantrell, Partner, Glade Family LTD, of Roanoke Center at 610 Byron Nelson Blvd. Roanoke, TX.

### INFORMATION:

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

### Description of Project

The completed project includes painting of the building, installation and replacement of a mansard style roof, pavestone sidewalk, natural rock front facade and lighting.

- The estimated amount of the project is \$75,516.00.
- The amount requested is \$15,000.00

### STAFF RECOMMENDATION:

Staff recommends approval of the amount requested once work has been completed and accepted.

### SPECIAL CONSIDERATION:

In the FY 2022-2023 Budget, the City Council approved funding in the amount of \$ 50,000.00 for the Façade Grant Program.

### FINANCIAL CONSIDERATION:

\$ 46,655.07 of grant funds are available.



## **CITY COUNCIL AGENDA ITEM**

### **ATTACHMENTS:**

1. 610 Byron Nelson Blvd.-FACADE GRANT application



## FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Gary Cantrell, Partner, Glade Family LTD
2. Name of Business: Roanoke Center
3. Mailing Address of Applicant: P.O. Box 1140 Colleyville TX 76034
4. Project Address: 610 Byron Nelson Blvd, Roanoke, TX 76262
5. Does the applicant own the building? ☒ Yes ☐ No

(If the answer to #5 is no, please provide a letter from the building owner declaring approval of the project.)

6. Estimated Project Cost: \$ 75,576 +

(Attach a detailed cost breakdown supported by one or more quotes from recognized contractors or suppliers with a written description of work to be completed. Include photo of the site to be improved and a sketch or photos of planned improvements.)

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$ 15,000  
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)
8. Proposed project start date: June 2020
9. Proposed project completion date: September 2020
10. What is (are) the existing uses of the building? Medical, Retail, Restaurant, Yoga
11. Will the proposed project result in a change of the use of the building?  
Yes ☐ No ☒ If Yes, please explain the change \_\_\_\_\_



12. The following are attached to this application:

- ☒ A written description of the proposed project pg 3
- ☐ A drawing or rendering of the proposed project
- ☒ A detailed cost breakdown of the proposed project pg 4
- ☐ Quotes from contractors or suppliers
- ☐ An approval letter from the building owner
- ☒ Location Map pg 5
- ☒ "Before" remodel photos pgs 6-8
- ☒ "After" remodel photos pgs 9-12

The undersigned applicant affirms that:

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

Applicant Signature: Gary Cantrell, Partner Date: 1/10/23

Business Name: Glade Family, LTD  
Address: P.O. Box 1140  
Colleyville, TX 76034  
Phone: 817 846-9005

## DESCRIPTION OF THE PROJECT

GLADE Family, LTD, acting as Manager for GLKZ Properties, LLC purchased this property in 2012.

In 2020, owner completed a Façade facelift/remodel to the exterior of the building. The attached "Before" and "After" photographs show the following:

1. Total painting of the building from brown to gray
2. Installed a new bright silver metal mansard to replace the dull brown mansard
3. Added pavestone along the sidewalk as a decorative enhancement
4. Installed white limestone rock across the northern front
5. Installed cast stone suite numbers
6. Installed a rock bench in front of Salad Bowl
7. Installed additional LED security lights beneath the mansard

Attached is the actual cost breakdown summary of the completed remodel project. This **\$75,516 cost** does not include any management or overhead costs added, which normally range from 20-40% extra for a project of this size. Nate Cantrell with N. Cantrell Construction supervised the project for the partnership and used his own proven and trusted subcontractors.

3:41 PM

12/17/22

Accrual Basis

**Glade Family Ltd.**  
**Profit & Loss Detail**  
 January through December 2020

| Type                            | Date       | Num  | Name                    | Memo                             | Class       | Amount            | Balance           |
|---------------------------------|------------|------|-------------------------|----------------------------------|-------------|-------------------|-------------------|
| <b>Ordinary Income/Expense</b>  |            |      |                         |                                  |             |                   |                   |
| <b>Expense</b>                  |            |      |                         |                                  |             |                   |                   |
| <b>Maintenance - Commercial</b> |            |      |                         |                                  |             |                   |                   |
| Ch...                           | 01/28/2020 | 9510 | Shipp Air Company, Inc  |                                  | Roanoke ... | 194.85            | 194.85            |
| Ch...                           | 02/13/2020 | 9522 | Johnson Handyman ...    | Remodel - 105                    | Roanoke ... | 12,539.00         | 12,733.85         |
| Ch...                           | 03/26/2020 | 9556 | North TX Filter         | Filter Service                   | Roanoke ... | 230.00            | 12,963.85         |
| Ch...                           | 06/08/2020 | 9597 | Nate Cantrell           | Remodel - Reimb. Security Lights | Roanoke ... | 2,185.17          | 15,149.02         |
| Ch...                           | 07/16/2020 | 9640 | North TX Filter         | Filter Service                   | Roanoke ... | 230.00            | 15,379.02         |
| Ch...                           | 07/31/2020 | 9650 | Thomas Hernandez ...    | Remodel - Sewerline              | Roanoke ... | 805.00            | 16,184.02         |
| Ch...                           | 08/07/2020 | 9652 | Weather Shield Roofi... | Remodel - new metal mansard      | Roanoke ... | 33,524.35         | 49,708.37         |
| Ch...                           | 09/12/2020 | 9675 | Rafael Perez Trucking   | Remodel - Masonry Sand           | Roanoke ... | 400.00            | 50,108.37         |
| Ch...                           | 09/12/2020 | 9676 | Alliance Materials      | Remodel - Rock, Masonry Mix      | Roanoke ... | 5,828.29          | 55,936.66         |
| Ch...                           | 09/18/2020 | 9693 | Francisco Juarez Ma...  | Remodel - Mason - Rock           | Roanoke ... | 9,500.00          | 65,436.66         |
| Ch...                           | 09/21/2020 | 9694 | MTZ Painting            | Remodel - Painting               | Roanoke ... | 4,000.00          | 69,436.66         |
| Ch...                           | 09/25/2020 | 9698 | Alliance Materials      | Remodel - Rock, Masonry Mix      | Roanoke ... | 1,134.97          | 70,571.63         |
| Ch...                           | 09/29/2020 | 9700 | Roberto Sandoval        | Remodel - Power Wash             | Roanoke ... | 300.00            | 70,871.63         |
| Ch...                           | 09/29/2020 | 9701 | MTZ Painting            | Remodel - Painting               | Roanoke ... | 5,300.00          | 76,171.63         |
| Ch...                           | 09/29/2020 | 9702 | Stowe' Services, LLC    | Clean Drain Line                 | Roanoke ... | 225.00            | 76,396.63         |
| Ch...                           | 10/05/2020 | 9703 | North TX Filter         |                                  | Roanoke ... | 230.00            | 76,626.63         |
| Total Maintenance - Commercial  |            |      |                         |                                  |             | 76,626.63         | 76,626.63         |
| Total Expense                   |            |      |                         |                                  |             | 76,626.63         | 76,626.63         |
| Net Ordinary Income             |            |      |                         |                                  |             | -76,626.63        | -76,626.63        |
| <b>Net Income</b>               |            |      |                         |                                  |             | <b>-76,626.63</b> | <b>-76,626.63</b> |

Total spent on Remodel = 75,516.78

4





5









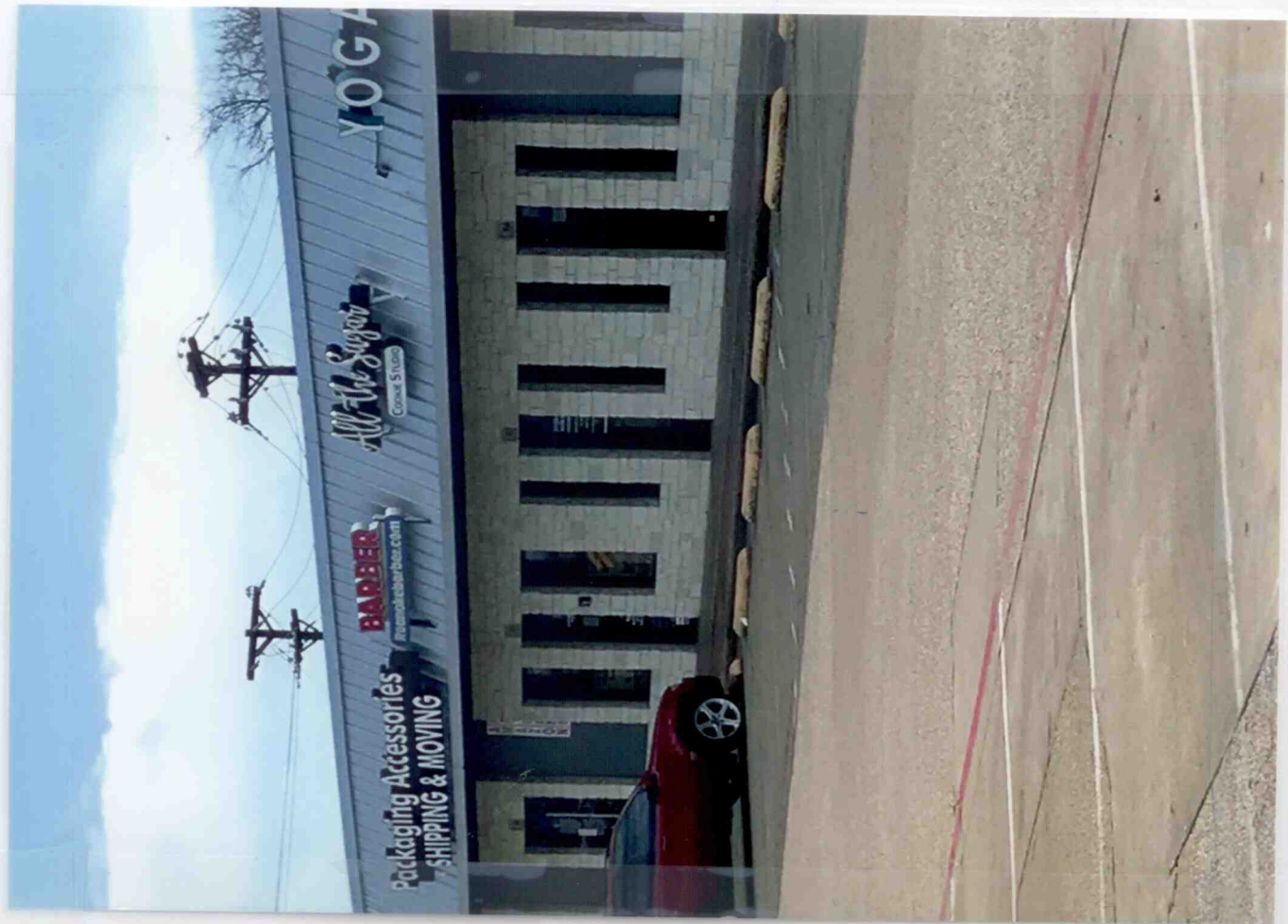




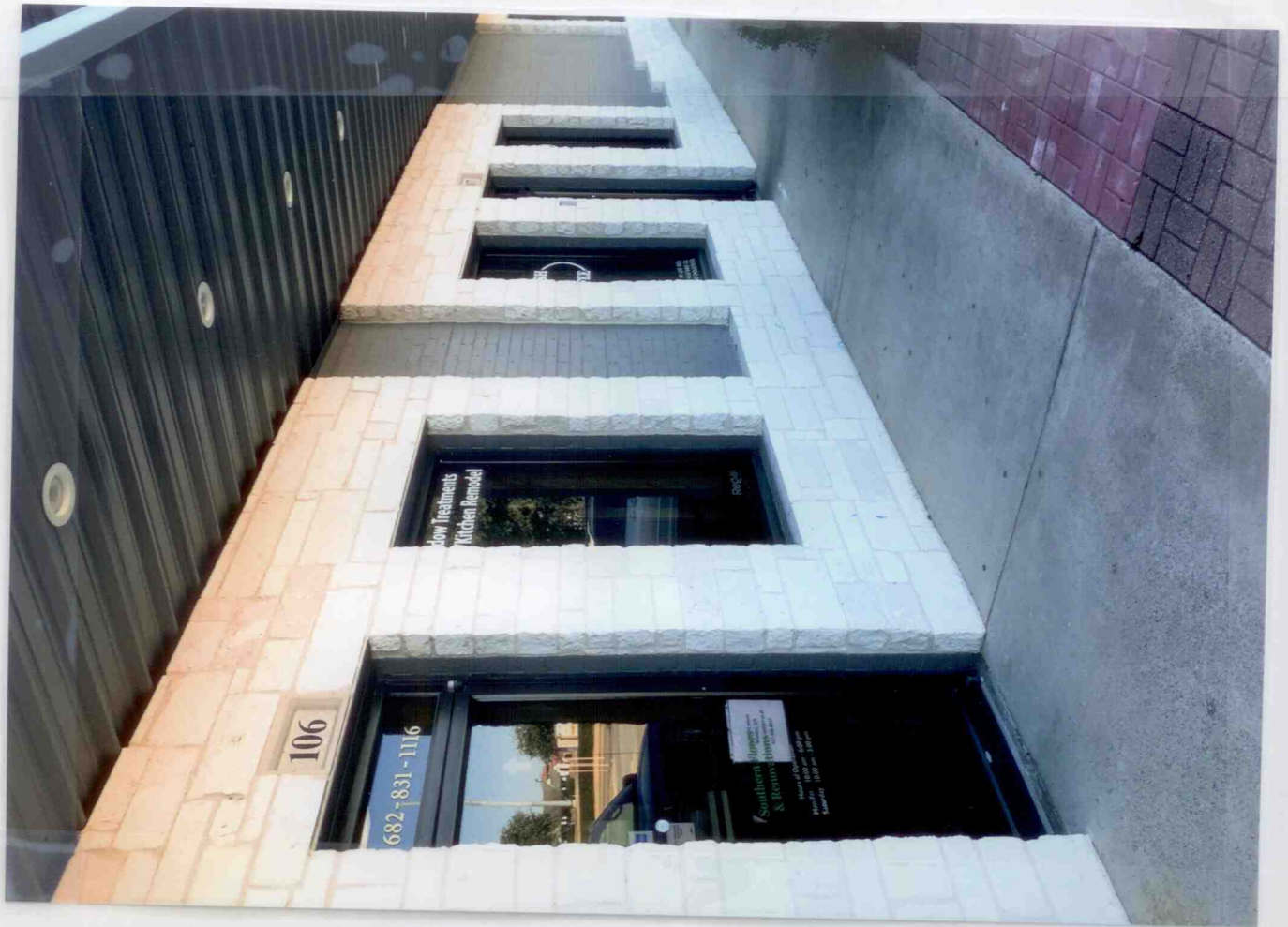


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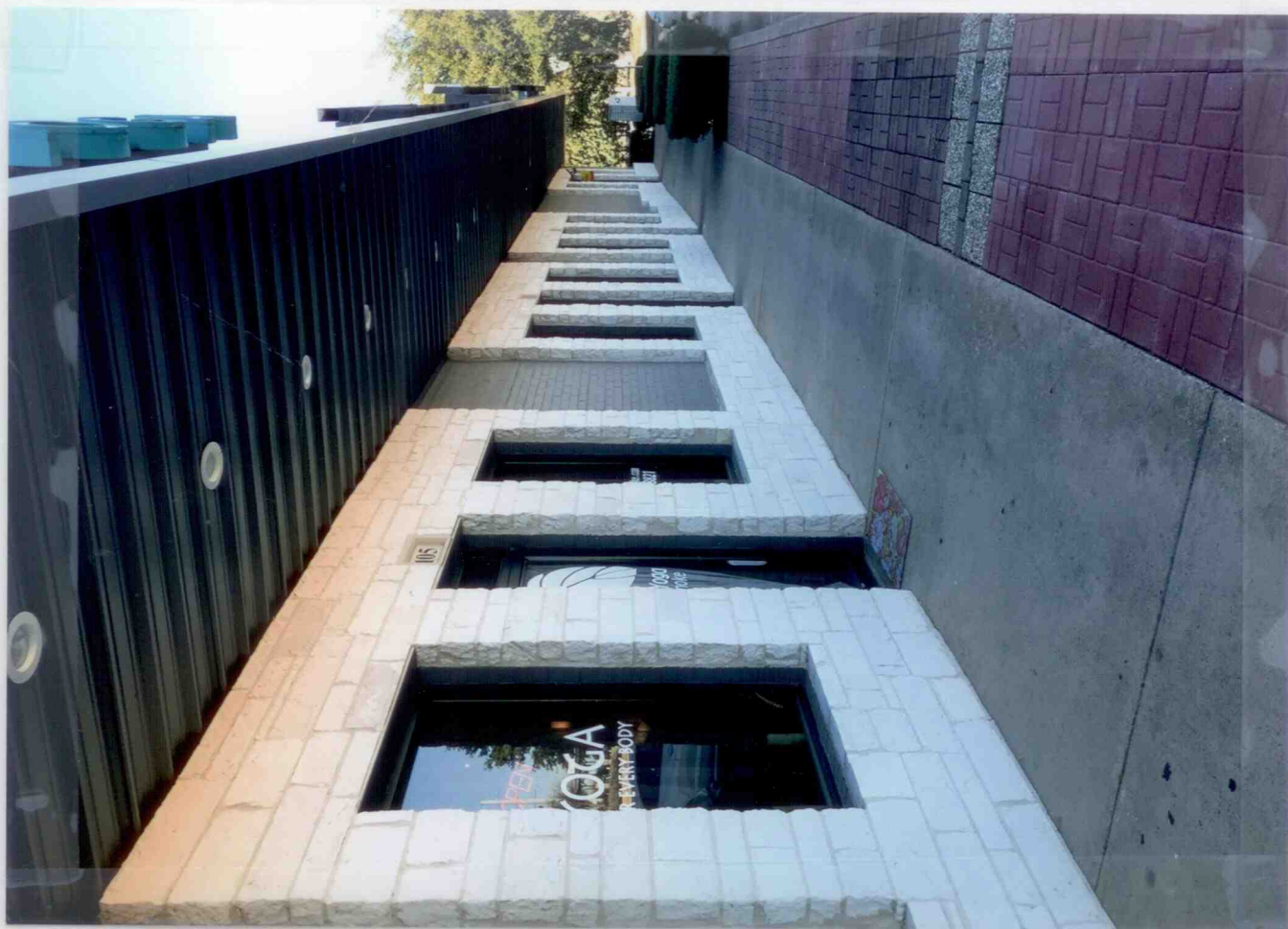




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12



## **AGENDA ITEM**

TO: Mayor and City Council

SUBJECT: REIDC Type A Board Appointments - 2023

MEETING DATE: January 24, 2023

DEPARTMENT: City Secretary

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### **ITEM SUMMARY:**

Consideration and action to appoint three (3) members to the Roanoke Economic and Industrial Development Corporation Type A board for a term expiring January 2025.

### **INFORMATION:**

### **STAFF RECOMMENDATION:**

### **SPECIAL CONSIDERATION:**

### **FINANCIAL CONSIDERATION:**

### **ATTACHMENTS:**

1. 2023 - REIDC Type A Application - Robert Balduc
2. 2023 - REIDC Type A Application - David Thompson
3. 2023 - REIDC Type A Application - Helen Ward



JAN 06 2023

Eligible: yes

## BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: REIDC Type AName: Robert BaldurPhone Number:                     7Address:                     Employer: Volkswagen Group of AmericaE-Mail Address:                     How long have you lived in Roanoke? 12 Years 6 MonthsAre 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:

REICD Type A

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

Besides my past experience serving on the Type A board, I also work to improve dealership operations at Volkswagen Group as well as being the Founding Pastor of St. Peter Lutheran Church (stpeterfw.org)

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

-Finishing the development of south Oak Street-Further develop north Oak Street and Business 114-Foster a development plan in preparation for completion of Hwy 377

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

I love our city and believe the best is yet to come and I want to contribute to what we are building.

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:

I have greatly enjoyed serving on the Type A board and hope the City Council sees my continued service as a benefit to the further development of Roanoke.Signature: Date: 1/4/23

JAN 18 2023

Eligible: Yes

## BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: Roanoke Economic & Industrial Development Corp ("Type A")Name: David W. Thompson Phone Number: 505 212 2227

Address: \_\_\_\_\_

Employer: Charles Schwab Corporation E-Mail Address: \_\_\_\_\_How long have you lived in Roanoke? 13 Years 8 MonthsAre 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:

Current Board Member, Roanoke Economic and Industrial Development Corporation ("Type A") for 12 years.

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

I am an honest, ethical and fair individual with a keen eye for detail. I've managed multiple multi-million dollar budgets spanning multiple fiscal periods with negligible variances to forecast. I have spent the last 12 years on the board and have enjoyed each moment, watching our city grow.

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

Like any other small town that experiences rapid growth in a short period of time, balancing the efforts to attract new business and commerce while maintaining the "small town" feel, attitude and camaraderie is a challenge. But with careful attentiveness to the heart and soul of the city, the result is its own reward.

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

Roanoke continues to grow more attractive for new businesses, and residents alike, with each new project. I wish to continue to do my part to help serve those new businesses.

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:

Serving for the past twelve years has been very rewarding. I love this city and wish to continue to do my part in its continued growth and success.

Signature: \_\_\_\_\_

Date: January 18, 2023



JAN 19 2023

Eligible: Yes

## BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: Type AName: Helen WardPhone Number:                     Address:                     Employer: RetiredE-Mail Address:                     How long have you lived in Roanoke? 28 Years            MonthsAre 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:

ZBA - currentType A - previous

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

Current and past board memberLong time residentWhat do you think are the most important issues or problems facing the City of Roanoke?  
Promoting growth while maintaining small town values

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

To gain knowledge, share knowledge. Make decisions that are fair and equitable

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:

Signature: Helen WardDate: Jan 19, 2023





## AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Keep Roanoke Beautiful Board Appointments 2023

MEETING DATE: January 24, 2023

DEPARTMENT: City Secretary

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**ITEM SUMMARY:**

Consideration and action to appoint two (2) members to the Keep Roanoke Beautiful board for a term expiring January 2025.

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

1. 2023 - KRB Application - Abigail Mayer
2. 2023 - KRB Application - John Thompson

JAN 05 2023

Eligible: yes

## BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: Keep Roanoke Beautiful (Renewal)Name: Abigail MayerPhone Number: 800 555 0007Address: 1407 S. ... ?Employer: Ryder

E-Mail Address: \_\_\_\_\_

How long have you lived in Roanoke? 4 Years 3 MonthsAre 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:

Serving on Zoning Board of Adjustment since June 2020Currently serving on Keep Roanoke Beautiful Board since October 2022 and seeking renewal

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

I am a current member of the Zoning Board of Adjustment & understand the workings of the council.

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

Balancing growth with preservation of small town feelEnsuring adequate park, playground, open space & walking/cycling infrastructure with development

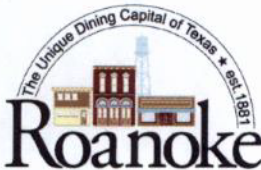
Why do you want to serve on this Board, Commission or Committee?

Improve the quality of life for Roanoke citizens and serve as a leader in my community.

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:

I am a millennial with perspective of future home owners & families moving to the city.I have over 12 years of professional business experience as a supply chain professional both domestically and globally and understand how to create a desirable city with open space/parks.Signature: amayerDigitally signed by amayer  
Date: 2023.01.05 09:37:16 -06'00'Date: Jan 5 2023

JAN 19 2023

Eligible: Yes

## BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: Keep Roanoke BeautifulName: John W. Thompson Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Employer: Comfort Inn Suites, Roanoke E-Mail Address: \_\_\_\_\_How long have you lived in Roanoke? 3 Years 6 MonthsAre 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: \_\_\_\_\_

Date: January 19, 2023