

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

FEBRUARY 28, 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. PRESENTATION

1. VFW Presentation of First Responder Awards for Nominated Police Officer, Firefighter, and Paramedic.
2. Mayor Gierisch will swear in Police Officer Michael Sciarrillo to the Roanoke Police Department.

E. CONSENT AGENDA

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



AGENDA FOR THE MEETING
OF THE ROANOKE CITY COUNCIL

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1. Consider approval of the minutes from the regular City Council meeting held on February 14, 2023.
2. Consider approval of Resolution No. 2023-101R, encouraging the Texas Legislature to direct state funds toward broadband deployment.
3. Consider approval of Resolution No. 2023-102R electing to participate in the proposed opioid settlements brought by the State of Texas and other jurisdictions against various entities for their roles in the National Opioid Crisis.

F. NEW BUSINESS

1. Consideration and action on approval of Ordinance No. 2023-103 declaring unopposed candidates in the Saturday, May 6, 2023 General Election, elected to office; canceling the General Election in the City of Roanoke, Texas, for the purpose of electing one (1) councilmember for Wards 1, 2 and 3.

G. EXECUTIVE SESSION

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

Section 551.074

To discuss and consider personnel matters and all matters incident and related thereto.

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 discuss and consider personnel matters and all matters incident and related thereto.



**AGENDA FOR THE MEETING
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Section 551.087

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

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

H. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, February 23, 2023, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

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

April S. Hill, City Secretary

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

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



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: VFW Post 5074 Presentation of First Responder Awards

MEETING DATE: February 28, 2023

DEPARTMENT: Police

ITEM SUMMARY:

VFW Post 5074 Presentation of First Responder Awards for Nominated Police Sergeant Ryan Otero, Assistant Fire Chief Scott Eager (Firefighter), and Firefighter/Paramedic Lenny Rose (Paramedic).

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

None



CITY COUNCIL AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Mayor Gierisch will swear in Police Officer Michael Sciarrillo to the Roanoke Police Department.

MEETING DATE: February 28, 2023

DEPARTMENT: Police

ITEM SUMMARY:

Mayor Gierisch will swear in Police Officer Michael Sciarrillo to the Roanoke Police Department.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 02/14/2023 - CC Minutes

MEETING DATE: February 28, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on February 14, 2023.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 02-14-2023

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
FEBRUARY 14, 2023
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr.; Mayor Pro Tem Holly Gray-Moore; Council Members: Bryan Moyers, David Thompson, Hogan Page, and Brian Darby; 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, Public Works Director Shawn Wilkinson, and Library Manager Kelly Holt.

ABSENT: Councilmember David Brundage and Chief Financial Officer Vicki Rodriguez.

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

City Manager Cody Petree introduced Ray McDonald III, as our new Parks and Recreation Director.

Mr. Petree thanked Roanoke Police, Fire, Public Works, the EOC, Marketing and all other staff for their tireless efforts to ensure the safety of our residents and visitors during the ice storm.

Mr. Petree announced the Annual Valentines Dance sold out and thanked staff for all of their hard work.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION



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

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1. Mayor Gierisch swore in Clint Eustace as Assistance Chief of Police for the Roanoke Police Department.
2. Mayor Gierisch swore in Chance Williams as an Honorary Police Officer for the Roanoke Police Department.

E. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in 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 24, 2023.
2. Consider acceptance of the FY2022-2023 Quarterly Financial Report for the period ending December 31, 2022.

Motion made by Holly Gray-Moore second by David Thompson to approve Consent Agenda Items 1 and 2, with the correction on the January 24, 2023 minutes.

Motion carried unanimously.

F. NEW BUSINESS

1. Motion made by Holly Gray-Moore second by David Thompson to accept the City of Roanoke 2022 - 2027 Strategic Plan.

Motion carried unanimously.

2. Motion made by Holly Gray-Moore second by Bryan Moyers to approve Ordinance No. 2023-101, establishing a Library and Museum Advisory Board.

Motion carried unanimously.

3. Motion made by Holly Gray-Moore second by David Thompson approve Ordinance No. 2023-102, establishing a sinking fund for the funding of the City Manager's Employment Agreement.

Motion carried unanimously.

G. EXECUTIVE SESSION

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

CITY COUNCIL CONVENED INTO CLOSED SESSION AT 7:21 P.M.



MINUTES FOR THE REGULAR MEETING
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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:

CITY COUNCIL RECONVENED INTO REGULAR SESSION AT 8:23 P.M.

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

Motion made by Holly Gray-Moore second by David Thompson to approve an employment agreement as discussed in executive session.

Motion carried unanimously.

2. **Section 551.087 of the TEXAS GOVERNMENT CODE** To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

No action taken.

H. ADJOURNMENT

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 8:25 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO. 2023-101R, State Funds for Broadband Deployment

MEETING DATE: February 28, 2023

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of Resolution No. 2023-101R, encouraging the Texas Legislature to direct state funds toward broadband deployment.

INFORMATION:

According to the latest available Census data, Roanoke reports the following:

Computer and Internet Use	
Households with a computer, percent, 2017-2021	97.1%
Households with a broadband Internet subscription, percent, 2017-2021	95.1%

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2023-101R - Encourage Texas Legislature to direct State Broadband Funding

RESOLUTION NO. 2023-101R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ENCOURAGING THE TEXAS LEGISLATURE TO DIRECT STATE FUNDS TOWARD BROADBAND DEPLOYMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, high-speed internet access, or broadband, is essential in our increasingly digital world; and

WHEREAS, the City of Roanoke recognizes that broadband networks enhance economic, educational, and healthcare outcomes; and

WHEREAS, the City of Roanoke acknowledges that too many Texans [OR: 4.9% of our residents] still lack access to the broadband connections required to fully participate in and benefit from today's educational, professional, economic, and civic opportunities; and

WHEREAS, the City of Roanoke understands that building, maintaining and operating broadband networks is extremely expensive, especially in non-metro and hard to reach areas, and that closing the digital divide will require the public and private sectors working together; and

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

Section 1. The City of Roanoke, Texas encourages the Texas Legislature to direct state funds toward broadband deployment to ensure that all Texans have the connectivity they need to succeed in today's society.

DULY RESOLVED by the City Council of the City of Roanoke, Texas, on this the 28th day of February, 2023.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2023-102R - Opioid Settlements

MEETING DATE: February 28, 2023

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of Resolution No. 2023-102R electing to participate in the proposed opioid settlements brought by the State of Texas and other jurisdictions against various entities for their roles in the National Opioid Crisis.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. National Opioid Settlement Notice Settlement Overview
2. RES NO 2023-102R - Opioid Global Settlement - Walgreens Walmart Allergan CVS
3. Allergan Subdivision Participation Form
4. CVS Subdivision Participation Form
5. Walgreens Subdivision Participation Form
6. Walmart Subdivision Participation Form

National Opioid Settlements: Teva, Allergan, CVS, Walgreens, and Walmart

Roanoke city, TX

Reference Number: CL-391811

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID SETTLEMENTS.***

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against two pharmaceutical manufacturers, Teva and Allergan (“Manufacturers”), and three pharmacies, CVS, Walgreens, and Walmart (“Pharmacies”). Local political subdivisions and special districts are referred to as “subdivisions.”

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys’ fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the 2021 national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements with the Manufacturers and/or the Pharmacies, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **April 18, 2023** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **April 18, 2023**.

CITY OF ROANOKE, TEXAS

RESOLUTION NO. 2023-102R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ELECTING TO PARTICIPATE IN THE PROPOSED OPIOID SETTLEMENTS BROUGHT BY THE STATE OF TEXAS AND OTHER JURISDICTIONS AGAINST VARIOUS ENTITIES FOR THEIR ROLES IN THE NATIONAL OPIOID CRISIS, INCLUDING THE FOLLOWING: WALGREEN'S, WALMART, ALLERGAN, AND CVS; AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO EXECUTE APPROPRIATE DOCUMENTATION RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Texas, along with a broad coalition of states and political subdivisions from across the country, sued four entities – Walgreen's, Walmart, Allergan, and CVS - for their role in the national opioid crisis; and

WHEREAS, opioid use in the United States has resulted in an increase of opioid drug overdose deaths to a record high 69,000 in 2020, and in Texas at the same time drug overdose deaths increased 31.9%, driven primarily by opioid overdose deaths; and

WHEREAS, the opioid overdose death increase was driven primarily by fentanyl and other synthetic opioids; and

WHEREAS, the Texas Attorney General's Office has requested that the City of Roanoke, Texas, and other Texas local governments elect to participate in the settlements; and

WHEREAS, it is the intent of the City Council of the City of Roanoke, Texas, to elect to participate in the settlements.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council of the City of Roanoke, Texas, hereby authorizes the Mayor and/or City Manager to execute any and all necessary documentation reflecting the City's election to participate in the settlements referenced in this Resolution, as reflected in **Exhibit A**, a copy of which is attached hereto, which includes the following: Subdivision Participation and Release Form with Walgreen's; Subdivision Participation Form with Walmart; Subdivision and Special District Settlement Participation Form with Allergan; and Subdivision Participation and Release Form with CVS; and the City Council of the City of Roanoke, Texas, authorizes the City Manager to take any and all other steps requested or authorized by the Texas Attorney General's Office relative the settlements referenced in this Resolution and related forms.

SECTION 3. That all provisions of the resolutions of the City of Roanoke, Texas, in conflict with the provisions of this Resolution be, and the same are hereby amended, repealed, and all other provisions of the resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, THIS 28th day of FEBRUARY, 2023.

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

Exhibit A

[Subdivision Participation Forms]

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	City of Roanoke	State: Texas
Authorized Official:	Carl E. Gierisch, Jr., Mayor	
Address 1:	500 S. Oak Street	
Address 2:		
City, State, Zip:	Roanoke, Texas 76262	
Phone:	817-491-2411	
Email:	scooter@roanoketexas.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Carl E. Gierisch, Jr.

Title: Mayor

Date: February 28, 2023

EXHIBIT K¹

Subdivision Participation and Release Form

Governmental Entity:	City of Roanoke	State: Texas
Authorized Official:	Carl E. Gierisch, Jr., Mayor	
Address 1:	500 S. Oak Street	
Address 2:		
City, State, Zip:	Roanoke, Texas 76262	
Phone:	817-491-2411	
Email:	scooter@roanoketexas.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Carl E. Gierisch, Jr.

Title: Mayor

Date: February 28, 2023

EXHIBIT K

Subdivision Participation and Release Form

[Draft]

Governmental Entity:	City of Roanoke	State: Texas
Authorized Official:	Carl E. Gierisch, Jr., Mayor	
Address 1:	500 S. Oak Street	
Address 2:		
City, State, Zip:	Roanoke, Texas 76262	
Phone:	817-491-2411	
Email:	scooter@roanoketexas.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December [], 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,

oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Carl E. Gierisch, Jr.

Title: Mayor

Date: February 28, 2023

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	City of Roanoke	State: Texas
Authorized Official:	Carl E. Gierisch, Jr., Mayor	
Address 1:	500 S. Oak Street	
Address 2:		
City, State, Zip:	Roanoke, Texas 76262	
Phone:	817-491-2411	
Email:	scooter@roanoketexas.com	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards,

commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____ Carl E. Gierisch, Jr. _____

Title: _____ Mayor _____

Date: _____ February 28, 2023 _____



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2023-103 Unopposed Candidates

MEETING DATE: February 28, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2023-103 declaring unopposed candidates in the Saturday, May 6, 2023 General Election, elected to office; canceling the General Election in the City of Roanoke, Texas, for the purpose of electing one (1) councilmember for Wards 1, 2 and 3.

INFORMATION:

Sec. 2.053. ACTION ON CERTIFICATION.

(a) On receipt of the certification, the governing body of the political subdivision by order or ordinance shall declare each unopposed candidate elected to the office. If no election is to be held on election day by the political subdivision, a copy of the order or ordinance shall be posted on election day at each polling place used or that would have been used in the election.

Incumbents for Wards 1, 2, and 3 are unopposed and therefore elected to office.

STAFF RECOMMENDATION:

Recommended approval of Ordinance No. 2023-103

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Certification Unopposed Candidate Councilmembers Wards 1 , 2 & 3 - English-Spanish-Vietnamese
2. ORD NO 2023-103 - Unopposed Candidate Councilmembers Wards 1, 2 & 3 - English
3. ORD NO 2023-103 - Unopposed Candidate Councilmembers Wards 1, 2 & 3 - Spanish



AGENDA ITEM

4. ORD NO 2023-103 - Unopposed Candidate Councilmembers Wards 1, 2 & 3 - Vietnamese

CERTIFICATION OF UNOPPOSED CANDIDATES
By the City Secretary

I, April S. Hill, hereby certify that I am the City Secretary of the City of Roanoke, Texas, and the authority responsible for preparing the ballot for the May 6, 2023, General Election. I further certify no person has made a declaration of write-in candidacy and the following candidates are unopposed:

Holly Gray-Moore is unopposed for the office of Councilmember in Ward 1.

Brian Darby is unopposed for the office of Councilmember in Ward 2.

David Brundage is unopposed for the office of Councilmember in Ward 3.



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

Dated this 28th day of February, 2023.

CERTIFICACIÓN DE CANDIDATOS SIN OPOSICIÓN
Por el secretario de la ciudad

Yo, April S. Hill, por la presente certifico que soy el Secretario Municipal de la Ciudad de Roanoke, Texas, y la autoridad responsable de preparar la boleta electoral para las Elecciones Generales del 6 de mayo de 2023. Además, certifico que ninguna persona ha hecho una declaración de candidatura por escrito y que los siguientes candidatos no tienen oposición:

Holly Gray-Moore no tiene oposición para el cargo de Concejal en el Distrito 1.

Brian Darby no tiene oposición para el cargo de Concejal en el Distrito 2.

David Brundage no tiene oposición para el cargo de Concejal en el Distrito 3.



April S. Hill, Secretaria de la Ciudad
Ciudad de Roanoke, Texas

Fecha este día 28 de febrero de 2023.

XÁC NHẬN CÁC ỨNG VIÊN KHÔNG ĐƯỢC ĐỀ XUẤT
Bởi Bí thư Thành phố

Tôi, April S. Hill, theo đây xác nhận rằng tôi là Thư ký Thành phố của Thành phố Roanoke, Texas, và là cơ quan chịu trách nhiệm chuẩn bị lá phiếu cho Cuộc Tổng tuyển cử ngày 6 tháng 5 năm 2023. Tôi xác nhận thêm rằng không có ai tuyên bố ứng cử viết đơn và các ứng cử viên sau đây không được ứng cử:

Holly Gray-Moore không được ứng cử cho chức vụ Ủy viên Hội đồng tại Phường 1.

Brian Darby không được ứng cử cho chức vụ Ủy viên Hội đồng tại Phường 2.

David Brundage không được ứng cử cho chức vụ Ủy viên Hội đồng tại Phường 3.



April S. Hill, bí thư TP.
Thành phố Roanoke, Texas

Ngày 28 tháng 2 năm 2023.

ORDINANCE NO. 2023-103

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE SATURDAY, MAY 6, 2023, GENERAL ELECTION, ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION IN THE CITY OF ROANOKE, TEXAS, FOR PURPOSE OF ELECTING ONE (1) COUNCILMEMBER FOR WARDS 1, 2, AND 3; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the general city election was called for Saturday, May 6, 2023, for the purpose of electing a City Council member to the City Council for Wards 1, 2, and 3; and

WHEREAS, the filing deadlines for placement on the ballot and list of write-in candidates has concluded; and

WHEREAS, the City Secretary for the City of Roanoke, Texas, certifies in writing that no person has made a declaration of write-in candidacy, and that the candidates on the ballot for Wards 1, 2, and 3 are unopposed for election to said offices; and

WHEREAS, under these circumstances Section 2.053 of the Texas Election Code, authorizes the City Council of the City of Roanoke, Texas, to declare the candidate elected to office, and cancel the election for office of Councilmember in Wards 1, 2, and 3.

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

Section 1. That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. That the following candidates, unopposed in the Saturday, May 6, 2023, general city election, are declared elected to office, and shall be issued a certificate of election following the time the election would have been canvassed:

Office of Councilmember Ward 1
Office of Councilmember Ward 2
Office of Councilmember Ward 3

Holly Gray-Moore
Brian Darby
David Brundage

Section 3. That the May 6, 2023, general city election is canceled in Wards 1, 2, and 3, for the purpose of electing a City Councilmember to Wards 1, 2 and 3, and the City Secretary is directed to cause a copy of this Ordinance to be posted on election day at each polling place that would have been used in the general election.

Section 4. That it is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance since the City Council would have enacted them without the invalid portion.

Section 5. That this Ordinance shall take effect upon its final passage, and it is so ordained.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the **28th** day of **February, 2023**.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

ORDENANZA NÚM. 2023-103

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE ROANOKE, TEXAS, QUE DECLARA CANDIDATOS SIN OPOSICIÓN EN LAS ELECCIONES GENERALES DEL SÁBADO 6 DE MAYO DE 2023, ELEGIDOS PARA EL CARGO; CANCELAR LAS ELECCIONES GENERALES EN LA CIUDAD DE ROANOKE, TEXAS, CON EL PROPÓSITO DE ELEGIR UN (1) CONCEJAL PARA LOS DISTRITOS 1, 2 Y 3; PROPORCIONAR UNA CLÁUSULA DE SEPARABILIDAD; Y PREVER UNA FECHA DE ENTRADA EN VIGOR INMEDIATA.

POR CUANDO, la elección general de la ciudad se convocó para el sábado 6 de mayo de 2023, con el propósito de elegir a un miembro del Concejo Municipal para los Distritos 1, 2 y 3; y

POR CUANDO, han concluido los plazos de presentación para la inclusión en la papeleta y la lista de candidatos por escrito; y

POR CUANDO, el Secretario de la Ciudad de Roanoke, Texas, certifica por escrito que ninguna persona ha hecho una declaración de candidatura por escrito, y que los candidatos en la boleta para los Distritos 1, 2 y 3 no tienen oposición para la elección a dichos cargos; y

POR CUANDO, bajo estas circunstancias, la Sección 2.053 del Código Electoral de Texas, autoriza al Concejo Municipal de la Ciudad de Roanoke, Texas, a declarar al candidato electo para el cargo y cancelar la elección para el cargo de Concejal en los Distritos 1, 2 y 3.

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

Sección 1. Que las conclusiones expuestas anteriormente se incorporen al cuerpo de esta Ordenanza como si estuvieran completamente expuestas en este documento.

Sección 2. Que los siguientes candidatos, sin oposición en las elecciones generales de la ciudad del sábado 6 de mayo de 2023, sean declarados elegidos para el cargo, y se les emitirá un certificado de elección después del momento en que se haya realizado el escrutinio de la elección:

Oficina del Concejal Ward 1
Oficina del Concejal Ward 2
Oficina del Concejal Ward 3

Holly Gray-Moore
Brian Darby
David Brundage

Sección 3. Que las elecciones generales de la ciudad del 6 de mayo de 2023 se cancelan en los distritos 1, 2 y 3, con el propósito de elegir a un concejal de la ciudad para los distritos 1, 2 y 3, y se ordena al Secretario de la Ciudad que haga que se publique una copia de esta Ordenanza el día de las elecciones en cada lugar de votación que se habría utilizado en las elecciones generales.

Sección 4. Que se declara que es la intención del Concejo Municipal que las frases, cláusulas, oraciones, párrafos y secciones de esta Ordenanza sean separables, y si cualquier frase, cláusula, oración, párrafo o sección de esta Ordenanza es declarada inválida por la sentencia o decreto de un tribunal de jurisdicción competente, la invalidez no afectará ninguna de las frases

restantes, cláusulas, oraciones, párrafos o secciones de esta Ordenanza, ya que el Concejo Municipal las habría promulgado sin la parte inválida.

Sección 5. Que esta Ordenanza entrará en vigor a partir de su aprobación final, y así se ordena.

APROBADA Y ADOPTADA por el Concejo Municipal de la Ciudad de Roanoke, Texas este 28 de Febrero, 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

PHÁP LỆNH SỐ 2023-103

PHÁP LỆNH CỦA HỘI ĐỒNG THÀNH PHỐ THÀNH PHỐ ROANOKE, TEXAS, TUYÊN BỐ CÁC ỨNG VIÊN KHÔNG ĐƯỢC DỰ PHÁN TRONG TỔNG BẦU CỬ VÀO CHỨC VỤ THỨ BẢY, NGÀY 6 THÁNG 5, 2023; HỦY TỔNG BẦU CỬ TẠI THÀNH PHỐ ROANOKE, TEXAS, VÌ MỤC ĐÍCH BẦU MỘT (1) HỘI ĐỒNG VIÊN CHO CÁC PHƯỜNG 1, 2, VÀ 3; CUNG CẤP MỘT ĐIỀU KHOẢN VỀ TÍNH KHÁC BIỆT; VÀ QUY ĐỊNH NGÀY CÓ HIỆU LỰC NGAY LẬP TỨC.

XÉT RẰNG, cuộc tổng tuyển cử thành phố được tổ chức vào Thứ Bảy, ngày 6 tháng 5 năm 2023, với mục đích bầu một thành viên Hội đồng Thành phố vào Hội đồng Thành phố cho các Phường 1, 2 và 3; Và

XÉT RẰNG, thời hạn nộp hồ sơ để xếp vào lá phiếu và danh sách các ứng cử viên viết tên đã kết thúc; Và

XÉT RẰNG, Thư ký Thành phố của Thành phố Roanoke, Texas, xác nhận bằng văn bản rằng không có người nào tuyên bố ứng cử viết tên và rằng các ứng cử viên trong lá phiếu cho các Phường 1, 2 và 3 không được ứng cử vào các chức vụ nói trên; Và

XÉT RẰNG, trong những trường hợp này, Mục 2.053 của Bộ luật Bầu cử Texas, ủy quyền cho Hội đồng Thành phố của Thành phố Roanoke, Texas, tuyên bố ứng cử viên được bầu vào chức vụ và hủy bỏ cuộc bầu cử cho chức vụ Ủy viên Hội đồng tại các Phường 1, 2 và 3.

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

Mục 1. Rằng những phát hiện nêu trên được đưa vào nội dung của Sắc lệnh này như thể được nêu đầy đủ ở đây.

Mục 2. Rằng các ứng cử viên sau đây, không được ứng cử trong cuộc tổng tuyển cử thành phố vào Thứ Bảy, ngày 6 tháng 5 năm 2023, được tuyên bố đắc cử vào chức vụ và sẽ được cấp giấy chứng nhận bầu cử sau thời gian cuộc bầu cử lẽ ra sẽ được tiến hành:

Văn phòng Ủy viên Hội đồng Phường 1
Văn phòng Ủy viên Hội đồng Phường 2
Văn phòng Ủy viên Hội đồng Phường 3

Holly Gray-Moore
Brian Darby
David Brundage

Mục 3. Rằng cuộc tổng tuyển cử thành phố vào ngày 6 tháng 5 năm 2023 bị hủy bỏ ở các Phường 1, 2 và 3, vì mục đích bầu Ủy viên Hội đồng Thành phố cho các Phường 1, 2 và 3, và Thư ký Thành phố được chỉ thị gửi một bản sao của Sắc lệnh này sẽ được đăng vào ngày bầu cử tại mỗi địa điểm bỏ phiếu sẽ được sử dụng trong cuộc tổng tuyển cử.

Mục 4. Rằng ý định của Hội đồng Thành phố được tuyên bố là các cụm từ, mệnh đề, câu, đoạn và phần của Sắc lệnh này có thể tách rời và nếu bất kỳ cụm từ, mệnh đề, câu, đoạn hoặc phần nào của Sắc lệnh này bị tuyên bố là không hợp lệ bởi phán quyết hoặc sắc lệnh của tòa án có thẩm quyền, thì việc không hợp lệ sẽ không ảnh hưởng đến bất kỳ cụm từ, mệnh đề, câu, đoạn hoặc phần nào còn lại của Sắc lệnh này vì Hội đồng Thành phố sẽ ban hành chúng mà không có phần không hợp lệ.

Mục 5. Rằng Sắc lệnh này sẽ có hiệu lực khi được thông qua lần cuối, và nó đã được ấn định như vậy

ĐƯỢC THÔNG QUA, PHÊ DUYỆT VÀ THÔNG QUA bởi Hội đồng thành phố của Thành phố Roanoke, Texas, vào **ngày 28 tháng 2 năm 2023.**

PHÊ DUYỆT BỞI:

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