

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

**JUNE 13, 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. Presentation by Mayor Gierisch to the Guns and Hoses Foundation of North Texas and Speedway Children's Charities-Texas.
2. Sally Aldridge, President and CEO of the Metroport Chamber, will present the Metroport Chamber Annual Report.

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 May 9, 2023.
2. Consideration and acceptance of the FY 2022-2023 Second Quarter Financial Report for the quarter period ending March 31, 2023.
3. Consideration and acceptance of the amended interlocal agreement between the Town of Westlake and the City of Roanoke for the provision of drinking water analysis and interim management of the water and wastewater operations in Westlake.
4. Consider approval of an Interlocal Agreement between the City of Roanoke and the North Central Texas Council of Governments for use of its map-based information system.

F. NEW BUSINESS

1. Consideration and action to authorize the City Manager to upgrade a part-time (PT) Deputy Court Clerk to a full-time (FT) Deputy Court Clerk position.
2. Consideration and action to appoint two (2) members to the Zoning Board of Adjustment for a term ending June 2025.
3. Consideration and action for a facade grant application from Bryan Garner of Babe's Chicken Cafe at 104 N. Oak St. Roanoke TX.
4. Consideration and action for a facade grant application from Kristen Brittan of Hey Sugar Candy at 11 S. Oak St. Roanoke TX.

G. EXECUTIVE SESSION

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

Sections 551.071 and 551.087

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, and to receive legal advice from the City Attorney regarding the same - Garfield Public/Private LLC.

RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the



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OF THE ROANOKE CITY COUNCIL**

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provisions of Chapter 551 of the Texas Government Code, to take any action necessary regarding:

Sections 551.071 and 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, and to receive legal advice from the City Attorney regarding the same - Garfield Public/Private LLC.

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, June 8, 2023, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary

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

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



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Check Presentation to Guns and Hoses Foundation of North Texas & Speedway Children's Charities-Texas

MEETING DATE: June 13, 2023

DEPARTMENT: Administration

ITEM SUMMARY:

Presentation by Mayor Gierisch to the Guns and Hoses Foundation of North Texas and Speedway Children's Charities-Texas.

INFORMATION:

Proceeds for the 2022 Roanoke Round Up will be presented to Speedway Childrens Charities and Guns & Hoses Foundation.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Presentation - Metroport Chamber Annual Report

MEETING DATE: June 13, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Sally Aldridge, President and CEO of the Metroport Chamber, will present the Metroport Chamber Annual Report.

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

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 05/09/2023 - CC Minutes

MEETING DATE: June 13, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on May 9, 2023.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 05-09-2023

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
MAY 9, 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, David Brundage, Hogan Page, and Brian Darby; City Manager Cody Petree, City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager/Chief of Police Jeriahme Miller, Chief Financial Officer Vicki Rodriguez, Public Works Director Shawn Wilkinson, Parks and Recreation Director Ray McDonald, Library Director Kelly Holt, , Development Services Administrator J.R. Hames, Human Resources Generalist Jamie Seil, Communications & Public Engagement Officer Diane Rice, and Executive Assistant Jeannie Homer.

ABSENT: Fire Chief Chris Addington.

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 thanked City Staff for doing an amazing job on the Roanoke Roundup Event held on May 6th.

Mayor Gierisch thanked everyone for all of their hard work during the event.

Mayor Gierisch thanked the estate of Sam and Margret Lee for their donation to the Roanoke Library, Fire Department, and Police Department.

C. PUBLIC INPUT

No one wished to speak.



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

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D. PROCLAMATION

1. Mayor Gierisch read a proclamation declaring May 1, 2023 as Italian Bistro Day, honoring their 20th year in business.
2. Mayor Gierisch read a proclamation declaring May 17, 2023 as World Neurofibromatosis (NF) Awareness Day.

E. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on April 25, 2023.

Motion made by Holly Gray-Moore second by David Thompson to approve Consent Agenda Item 1.

Motion carried unanimously.

F. NEW BUSINESS

1. Mayor Gierisch issued Certificates of Election, Statements of Elected/Appointed Officers and the Oath of Office to Councilmembers in Ward 1, Ward 2 and Ward 3.

2. Motion made by David Thompson second by Bryan Moyers to nominate and elect Holly Gray-Moore as Mayor Pro Tem.

Motion carried unanimously.

3. Motion made by Holly Gray-Moore second by David Thompson to approve a site plan (SP 2023-03) request from Willow Tree Custom Homes for a bed and breakfast establishment on an approximate half acre (.5170) parcel, situated in the O T Roanoke Addition BLK 20, LOT 1R and having an address of 301 N Oak, City of Roanoke, Denton County, Texas. The property is generally located on the West side of N Oak Street, next to Austin Street Plaza.

Motion carried unanimously.

4. Motion made by David Thompson second by Holly Gray-Moore to approve a façade grant application from Eva Zweifel Mellema representing Bayou Jack's Cajun Grill, 200 N. Oak St. Roanoke, TX.

Motion carried unanimously.



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

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5. Motion made by David Thompson second by David Brundage to approve the proposed alternate work schedule, as stated in the staff memo, changing City Hall's operating hours to Monday-Thursday 8:00am-5:30pm and Friday 8:00am-12:00pm, Starting on June 7, 2023, for a trial period of 3 months.

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 DID NOT CONVENE INTO CLOSED SESSION.

Section 551.087

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

H. ADJOURNMENT

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 7:26 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: FY 2022-2023 2nd Quarter Financial Report

MEETING DATE: June 13, 2023

DEPARTMENT: Finance

ITEM SUMMARY:

Consideration and acceptance of the FY 2022-2023 Second Quarter Financial Report for the quarter period ending March 31, 2023.

INFORMATION:

On a quarterly basis, the Department of Fiscal and Administrative Services will present a quarterly financial update to the City Council.

STAFF RECOMMENDATION:

Staff recommends acceptance

SPECIAL CONSIDERATION:

n/a

FINANCIAL CONSIDERATION:

Acceptance of the FY 2022-2023 2nd Quarter Financial Report for the quarter period ending March 31, 2023.

ATTACHMENTS:

1. Quarterly Financial Report for the period ending 03-31-2023

City of Roanoke, Texas Financial Summary as of 03/31/2023



Presented by<
Cody Petree, City Manager
Vicki Rodriguez, Chief Financial Officer



500 S. Oak Street • Roanoke, TX 76262 • www.roanoketexas.com

FY
2022
2023



**TO: Cody Petree
City Manager**

**FROM: Vicki Rodriguez
Chief Financial Officer**

SUBJECT: FY 2022-2023 Financial Summary as of March 31, 2023

DATE: May 19, 2023

BACKGROUND

Quarterly financial reports are prepared for the General Fund, Debt Service Fund, Water and Wastewater Fund, Hotel/Motel Fund, Special Events, Crime Control and Prevention District, and the Roanoke Economic and Industrial Development Corporation. Summaries of revenues and expenditures for the current year as well as the previous year, and percentage of collected/used are presented.

Fund summaries and variances for the second quarter of FY2022-23 are reported. After 6 months of activity, those programs that operate on a normal cycle should be approximately 50% complete. When comparing the current percentage to the benchmark, please keep in mind that some revenues are collected either once a year, or primarily at certain times of the year. Therefore, some percentages may be below the benchmark. For example, the majority of property taxes are paid during the months of January thru March, the electric franchise payment is made only once a year and there are also seasonal revenues such as recreational fees and water purchases. The same can be true of expenditures as well.

GENERAL FUND

Total revenue collections in the General Fund for fiscal year 2023 are down \$850 when compared to prior year. The majority of the decrease is due to the reduction of economic development grants from the Type A Corporation and a delay in the payment from Denton County ESD in FY2023. However, these reductions were offset with increase in other revenue categories. Property tax collections are exceeding prior year by \$527,690 due to the timing of collections and the increase in overall appraised values. Sales tax collections are exceeding prior year by \$128,288. Franchise taxes are exceeding prior year by \$80,715. This revenue source has been impacted significantly in recent years due to changes in legislation.

License/permit revenues increased \$70,565 from prior year. Charges for services which includes recreation fees and ambulance fees, decreased \$311,687 from prior year due to a delay in payment from Denton County, as mentioned above. Fines and Fees, which includes revenue derived from the Municipal Court operation, is up slightly from prior year by \$39,521. Interest Income has also increased significantly due to the addition of the TEXCLASS investment pool and an increase in current interest rates. Total General Fund Revenues are at \$15,562,842 or 65.1% of budget. General Fund expenditures total \$10,923,512, or 42.5% of budget.

DEBT SERVICE FUND

Revenue collections in the Debt Service Fund for fiscal year 2023 totaled \$5,189,229, which includes revenues from bond issuance. Property tax collections are greater than prior year by \$118,400 due to the timing of collections in the current year. Expenditures to date totaled \$897,245 which was primarily related to interest payments on outstanding bonds. Actual principal and interest payments are paid on a semi-annual basis in February and August.

WATER AND WASTEWATER FUND

The Water and Wastewater Fund revenues totaled \$3,654,470 and represents 46.1% of the annual budget. This amount is \$314,809 greater than prior year. The majority of this revenue is collected during the late spring and summer months.

Expenditures for the Water and Wastewater Fund totaled \$3,664,880 and represents 42.3% of the annual budget.

HOTEL/MOTEL FUND

Hotel/Motel Fund revenue totaled \$44,586 or 32% of budget. These payments are made on a quarterly basis. We continue to see improvement in this area.

Total expenditures in the Hotel/Motel fund equal \$34,500 which is equal to 25% of budget. The majority of these expenditures are related to the special events aimed at increased tourism within the city as well as expenses associated with the Roanoke Visitor's Center and Museum.

SPECIAL EVENTS (NEW FUND THIS YEAR)

The Special events fund was created in FY2022-23 and therefore has no prior year data to compare to. Revenue in this fund is derived from transfers, sponsorships, and vendor fees. Revenue year-to-date totals \$1,090,264 and includes a \$750,000 transfer for the downtown electric project.

Total expenditures in the Special events fund equals \$452,257 which is equal to 30.9% of budget. These expenditures are related to the special events including Celebrate Roanoke, Roanoke Roundup, Hometown Holidays, and the July 3rd Independence Celebration.

CRIME CONTROL AND PREVENTION DISTRICT (NEW FUND THIS YEAR)

The Crime Control and Prevention District (CCPD) fund was created in FY2022-23 and therefore has no prior data to compare to. Revenue in this fund is derived from a ½ cent sales tax authorized by Roanoke citizens in May 2022. Collections of this sales tax began in October 2022 with the city receiving their first payment in December 2022. Revenue year-to-date totals \$1,846,029.

Total expenditures in the CCPD fund equals \$1,328,982 which is equal to 39.8% of budget. These expenditures are used to fund public safety personnel and programs in the police department. A portion of these funds will also be used to support debt issuance related to the new police and courts facility which is currently under design and projected to begin construction in the fall.

ROANOKE ECONOMIC AND INDUSTRIAL DEVELOPMENT CORPORATION

Total revenue collections in the REIDC for fiscal year 2023 are up \$279,219 when compared to prior year. This increase is due to an increase in sales tax collections.

Total expenditures in the REIDC fund equal \$3,606,685 which is equal to 53.8% of budget. The majority of these expenditures are related to incentive agreements, recreation activities, special events, capital projects and debt.

I hope this information will enhance your decision-making process. As always, I am available to address any questions you may have.

**CITY OF ROANOKE
COMBINED REVENUE & EXPENDITURE REPORT
FOR THE SIX MONTH PERIOD ENDING MARCH 31, 2023**

	Current Year Budget FY22-23	Current FYTD Actual	% Used/ Collected	Prior Year Budget FY21-22	Prior FYTD Actual	% Used/ Collected	Changes from Last Year
GENERAL FUND							
Revenues:							
Property taxes	\$ 6,067,377	5,775,888	95.2%	\$ 5,366,540	5,248,198	97.8%	\$ 527,690
Sales and use taxes	\$ 11,000,000	6,181,724	56.2%	\$ 9,454,511	6,053,436	64.0%	\$ 128,288
General & Admin Fees	\$ 536,715	249,393	46.5%	\$ 514,793	236,306	45.9%	\$ 13,087
Franchise/Liquor taxes	\$ 1,618,152	1,131,448	69.9%	\$ 1,533,231	1,050,733	68.5%	\$ 80,715
Licenses and permits	\$ 556,800	226,758	40.7%	\$ 611,000	156,193	25.6%	\$ 70,565
Charges for services	\$ 1,496,077	500,916	33.5%	\$ 1,340,250	812,603	60.6%	\$ (311,687)
Grants and awards	\$ 1,787,875	870,000	48.7%	\$ 3,578,142	1,692,500	47.3%	\$ (822,500)
Fines and forfeitures	\$ 683,000	300,490	44.0%	\$ 701,000	261,269	37.3%	\$ 39,221
Investment income	\$ 15,000	227,717	1518.1%	\$ 10,000	3,018	30.2%	\$ 224,699
Donations	\$ -	1,028	0.00%	\$ -	15	0.00%	\$ 1,013
Miscellaneous	\$ 75,000	62,481	83.3%	\$ 75,000	14,423	19.2%	\$ 48,059
Transfers from other funds	\$ 70,000	35,000	50.0%	\$ 70,000	35,000	50.0%	\$ -
Total Revenues	\$ 23,905,996	15,562,842	65.1%	\$ 23,254,467	15,563,692	66.9%	\$ (850)
Expenditures:							
Non-departmental	\$ 2,355,100	461,040	19.6%	\$ 1,928,935	321,970	16.7%	\$ 139,071
Administration	\$ 2,623,942	809,938	30.9%	\$ 1,797,738	702,466	39.1%	\$ 107,472
City Secretary's Office	\$ 184,323	81,928	44.4%	\$ 181,710	81,754	45.0%	\$ 174
Marketing	\$ 708,863	185,559	26.2%	\$ 492,793	192,194	39.0%	\$ (6,635)
Information Services	\$ 1,406,816	510,249	36.3%	\$ 870,368	393,259	45.2%	\$ 116,990
Building Inspection/Code	\$ 779,661	391,776	50.2%	\$ 806,683	286,505	35.5%	\$ 105,271
Human Resources	\$ 196,613	75,260	38.3%	\$ 177,202	68,327	38.6%	\$ 6,933
Fire and EMS	\$ 6,269,873	2,891,081	46.1%	\$ 4,654,187	2,276,405	48.9%	\$ 614,676
Municipal court	\$ 472,647	223,187	47.2%	\$ 473,497	199,541	42.1%	\$ 23,646
Streets	\$ 1,304,222	593,248	45.5%	\$ 1,304,074	520,476	39.9%	\$ 72,772
Police	\$ 5,016,307	2,644,856	52.7%	\$ 6,982,729	3,496,538	50.1%	\$ (851,683)
Library	\$ 812,594	390,716	48.1%	\$ 736,466	310,707	42.2%	\$ 80,010
Visitor Center and Museum	\$ 300,288	127,110	42.3%	\$ 322,407	133,251	41.3%	\$ (6,142)
Recreation	\$ 2,042,720	998,729	48.9%	\$ 1,956,236	734,918	37.6%	\$ 263,811
Parks Maintenance	\$ 1,228,210	538,833	43.9%	\$ 1,064,773	458,761	43.1%	\$ 80,072
Total Expenditures	\$ 25,702,179	10,923,512	42.5%	\$ 23,749,798	10,177,073	42.9%	\$ 746,439
DEBT SERVICE FUND							
Revenues:							
Property taxes	\$ 5,132,658	4,961,242	96.7%	\$ 4,827,647	4,842,842	100.3%	\$ 118,400
Investment income	\$ 5,000	16,424	328.5%	\$ 5,000	112	2.2%	\$ 16,312
Transfer from Other Funds	\$ 567,150	-	0.0%	\$ 285,350	142,675	50.0%	\$ (142,675)
Bond Proceeds	\$ -	211,563	n/a	\$ -	3,050,078	n/a	\$ (2,838,515)
Total Revenues	\$ 5,704,808	5,189,229	91.0%	\$ 5,117,997	8,035,707	157.0%	\$ (2,846,478)
Expenses:							
Principal	\$ 3,901,722	-	0.0%	\$ 3,901,722	-	0.0%	\$ -
Interest	\$ 1,333,466	687,630	51.6%	\$ 1,333,466	567,994	42.6%	\$ 119,636
Paying Agent Fees	\$ 7,800	6,900	88.5%	\$ 7,800	7,610	97.6%	\$ (710)
Issuance Cost	\$ -	202,716	n/a	\$ -	170,085	n/a	\$ 32,630
Payment to Escrow Agent	\$ -	-	n/a	\$ -	2,870,719	n/a	\$ (2,870,719)
Total Expenses	\$ 5,242,988	897,245	17.1%	\$ 5,242,988	3,616,408	69.0%	\$ (2,719,163)

**CITY OF ROANOKE
COMBINED REVENUE & EXPENDITURE REPORT
FOR THE SIX MONTH PERIOD ENDING MARCH 31, 2023**

	Current Year Budget FY22-23	Current FYTD Actual	% Used/ Collected	Prior Year Budget FY21-22	Prior FYTD Actual	% Used/ Collected	Changes from Last Year
WATER & WASTEWATER FUND							
Revenues:							
Water sales	\$ 4,736,312	2,019,409	42.6%	\$ 4,483,904	1,900,798	42.4%	\$ 118,611
Wastewater service	\$ 2,866,495	1,410,121	49.2%	\$ 2,693,829	1,310,893	48.7%	\$ 99,228
Penalties	\$ 50,000	28,984	58.0%	\$ 50,000	31,291	62.6%	\$ (2,306)
Interest Income	\$ 10,000	106,674	1066.7%	\$ 5,000	2,190	43.8%	\$ 104,484
Tap and reconnection fees	\$ 31,500	6,257	19.9%	\$ 18,125	7,375	40.7%	\$ (1,118)
Tower Rental	\$ 77,000	28,082	36.5%	\$ 77,000	38,193	49.6%	\$ (10,110)
Miscellaneous	\$ 50,000	28,629	57.3%	\$ 50,000	15,263	30.5%	\$ 13,365
Impact Fees	\$ 100,000	26,314	26.3%	\$ 100,000	33,659	33.7%	\$ (7,345)
Total Revenues	\$ 7,921,307	3,654,470	46.1%	\$ 7,477,858	3,339,661	44.7%	\$ 314,809
Expenses:							
Public Works	\$ 7,783,408	3,418,970	43.9%	\$ 7,650,523	2,811,203	36.7%	\$ 607,767
Utility Billing	\$ 537,616	219,328	40.8%	\$ 7,650,523	-	0.0%	\$ 219,328
Debt Service	\$ 334,859	26,582	7.9%	\$ 335,859	83,238	24.8%	\$ (56,655)
Total Expenses	\$ 8,655,883	3,664,880	42.3%	\$ 15,636,905	2,894,440	18.5%	\$ 770,440
HOTEL/MOTEL FUND							
Total Revenues	\$ 139,150	44,586	32.0%	\$ 135,500	37,696	27.8%	\$ 6,889
Total Expenses	\$ 138,100	34,500	25.0%	\$ 134,100	56,800	42.4%	\$ (22,300)
SPECIAL EVENTS							
Total Revenues	\$ 1,552,500	1,090,264	70.2%	\$ -	-	0.0%	\$ 1,090,264
Total Expenses	\$ 1,462,888	452,257	30.9%	\$ -	-	0.0%	\$ 452,257
CRIME CONTROL							
Total Revenues	\$ 5,501,000	1,846,029	33.6%	\$ -	-	0.0%	\$ 1,846,029
Total Expenses	\$ 3,338,014	1,328,982	39.8%	\$ -	-	0.0%	\$ 1,328,982
REIDC - Type A							
Total Revenues	\$ 5,630,000	3,307,691	58.8%	\$ 4,857,256	3,028,472	62.3%	\$ 279,219
Total Expenses	\$ 6,705,340	3,606,685	53.8%	\$ 2,747,125	1,682,204	61.2%	\$ 1,924,481

City of Roanoke

Monthly Sales Tax Receipts

CITYWIDE TOTALS

	2022-23					2021-22			2020-21		
	MONTHLY	CUMULATIVE	AVG CUMULATIVE %	FORECAST *	Mo % Chg PY	MONTHLY	CUMULATIVE	CUMULATIVE %	MONTHLY	CUMULATIVE	CUMULATIVE %
October	2,110,975.90	2,110,975.90	7.59%	27,803,070	28.91%	1,637,521.60	1,637,521.60	6.86%	1,424,676.92	1,424,676.92	6.92%
November	2,285,722.48	4,396,698.38	16.21%	27,116,846	6.57%	2,144,756.58	3,782,278.18	15.84%	2,109,844.90	3,534,521.82	17.18%
December	1,899,955.64	6,296,654.02	25.74%	24,465,573	-16.43%	2,273,519.01	6,055,797.19	25.36%	1,998,989.11	5,533,510.93	26.90%
January	1,813,823.27	8,110,477.29	32.76%	24,753,631	8.79%	1,667,297.97	7,723,095.16	32.34%	1,336,194.53	6,869,705.46	33.39%
February	2,029,826.84	10,140,304.13	41.63%	24,356,848	-21.47%	2,584,935.11	10,308,030.27	43.17%	1,659,956.86	8,529,662.32	41.46%
March	2,076,824.84	12,217,128.97	49.34%	24,760,862	15.45%	1,798,842.53	12,106,872.80	50.70%	1,347,077.98	9,876,740.30	48.01%
April	2,060,787.70	14,277,916.67	56.90%	25,094,340	20.58%	1,709,080.03	13,815,952.83	57.86%	1,275,113.91	11,151,854.21	54.20%
May	2,305,418.54	16,583,335.21	66.41%	24,969,570	-1.09%	2,330,860.70	16,146,813.53	67.62%	2,119,817.90	13,271,672.11	64.51%
June	-	-	-	-	-	1,984,767.01	18,131,580.54	75.93%	1,945,162.84	15,216,834.95	73.96%
July	-	-	-	-	-	1,864,191.04	19,995,771.58	83.74%	1,551,555.85	16,768,390.80	81.50%
August	-	-	-	-	-	1,960,554.59	21,956,326.17	91.95%	1,959,188.94	18,727,579.74	91.03%
September	-	-	-	-	-	1,922,421.63	23,878,747.80	100.00%	1,846,205.32	20,573,785.06	100.00%
TOTAL	16,583,335.21					23,878,747.80			20,573,785.06		
Accrual Method										20,821,541	

GENERAL FUND

	2022-23					2021-22			2020-21		
	Monthly	CUMULATIVE	AVG CUMULATIVE %	FORECAST *	Mo % Chg PY	Monthly	CUMULATIVE	% *	Monthly	CUMULATIVE	% *
October	1,055,487.95	1,055,487.95	7.88%	13,388,498	28.91%	818,760.80	818,760.80	7.88%	712,338.46	712,338.46	7.75%
November	1,142,861.24	2,198,349.19	16.70%	13,161,015	6.57%	1,072,378.29	1,891,139.09	16.70%	1,054,922.45	1,767,260.91	16.64%
December	962,662.11	3,161,011.30	24.51%	12,899,090	-15.32%	1,136,759.51	3,027,898.60	24.51%	999,494.56	2,766,755.47	24.21%
January	920,633.15	4,081,644.45	31.87%	12,808,830	10.43%	833,648.99	3,861,547.58	31.87%	668,097.27	3,434,852.73	31.46%
February	1,034,446.06	5,116,090.51	41.51%	12,324,542	-19.96%	1,292,467.56	5,154,015.14	41.51%	829,978.43	4,264,831.16	41.67%
March	1,065,633.91	6,181,724.42	49.56%	12,473,391	18.48%	899,421.27	6,053,436.40	49.56%	673,538.99	4,938,370.15	49.78%
April	1,040,309.24	7,222,033.66	58.00%	12,451,079	21.74%	854,540.02	6,907,976.42	58.00%	637,556.96	5,575,927.11	57.57%
May	1,164,907.85	8,386,941.52	66.96%	12,525,765	-0.04%	1,165,430.35	8,073,406.77	66.96%	1,059,908.95	6,635,836.06	66.93%
June	-	-	-	-	-	992,383.51	9,065,790.27	74.43%	972,581.42	7,608,417.48	74.26%
July	-	-	-	-	-	932,095.52	9,997,885.79	82.66%	775,777.93	8,384,195.40	82.07%
August	-	-	-	-	-	980,277.30	10,978,163.09	91.91%	979,594.47	9,363,789.87	91.55%
September	-	-	-	-	-	961,210.82	11,939,373.90	100.00%	923,102.66	10,286,892.53	100.00%
TOTAL	8,386,941.52					11,939,373.90			10,286,892.53		

City of Roanoke

Monthly Sales Tax Receipts

Type A - ECONOMIC INDUSTRIAL DEVELOPMENT CORP.

	2022-23					2021-22			2020-21		
	Monthly	CUMULATIVE	AVG CUMULATIVE %	FORECAST *	Mo % Chg PY	Monthly	CUMULATIVE	% *	Monthly	CUMULATIVE	% *
October	527,743.98	527,743.98	7.41%	7,118,568	28.91%	409,380.40	409,380.40	7.41%	356,169.23	356,169.23	7.46%
November	571,430.62	1,099,174.60	15.92%	6,903,451	6.57%	536,189.15	945,569.55	15.92%	527,461.23	883,630.46	16.15%
December	481,331.06	1,580,505.65	23.10%	6,842,076	-15.32%	568,379.75	1,513,949.30	23.10%	499,747.28	1,383,377.73	23.34%
January	460,316.57	2,040,822.23	29.71%	6,870,080	10.43%	416,824.49	1,930,773.79	29.71%	334,048.63	1,717,426.37	30.11%
February	517,223.03	2,558,045.26	39.00%	6,559,510	-19.96%	646,233.78	2,577,007.57	39.00%	414,989.22	2,132,415.58	40.10%
March	532,816.96	3,090,862.21	46.48%	6,650,359	18.48%	449,710.63	3,026,718.20	46.48%	336,769.50	2,469,185.08	47.85%
April	520,154.62	3,611,016.83	53.89%	6,700,849	21.74%	427,270.01	3,453,988.21	53.89%	318,778.48	2,787,963.55	55.00%
May	582,453.93	4,193,470.76	62.79%	6,678,653	-0.04%	582,715.18	4,036,703.38	62.79%	529,954.48	3,317,918.03	64.33%
June	-	-	-	-	-	496,191.75	4,532,895.14	69.65%	486,290.71	3,804,208.74	71.28%
July	-	-	-	-	-	466,047.76	4,998,942.90	77.31%	387,888.96	4,192,097.70	78.72%
August	-	-	-	-	-	490,138.65	5,489,081.54	86.26%	489,797.24	4,681,894.94	88.02%
September	-	-	-	-	-	480,605.41	5,969,686.95	94.11%	461,551.33	5,143,446.27	96.32%
TOTAL	4,193,470.76					5,969,686.95			5,143,446.27		

Type B - COMMUNITY ECONOMIC DEVELOPMENT CORP.

	2022-23					2021-22			2020-21		
	Monthly	CUMULATIVE	AVG CUMULATIVE %	FORECAST *	Mo % Chg PY	Monthly	CUMULATIVE	% *	Monthly	CUMULATIVE	% *
October	527,743.98	527,743.98	7.41%	7,118,568	28.91%	409,380.40	409,380.40	7.41%	356,169.23	356,169.23	7.46%
November	571,430.62	1,099,174.60	15.92%	6,903,451	6.57%	536,189.15	945,569.55	15.92%	527,461.23	883,630.46	16.15%
December	-	-	-	-	-	568,379.75	1,513,949.30	23.10%	499,747.28	1,383,377.73	23.34%
January	-	-	-	-	-	416,824.49	1,930,773.79	29.71%	334,048.63	1,717,426.37	30.11%
February	-	-	-	-	-	646,233.78	2,577,007.57	39.00%	414,989.22	2,132,415.58	40.10%
March	-	-	-	-	-	449,710.63	3,026,718.20	46.48%	336,769.50	2,469,185.08	47.85%
April	-	-	-	-	-	427,270.01	3,453,988.21	53.89%	318,778.48	2,787,963.55	55.00%
May	-	-	-	-	-	582,715.18	4,036,703.38	62.79%	529,954.48	3,317,918.03	64.33%
June	-	-	-	-	-	496,191.75	4,532,895.14	69.65%	486,290.71	3,804,208.74	71.28%
July	-	-	-	-	-	466,047.76	4,998,942.90	77.31%	387,888.96	4,192,097.70	78.72%
August	-	-	-	-	-	490,138.65	5,489,081.54	86.26%	489,797.24	4,681,894.94	88.02%
September	-	-	-	-	-	480,605.41	5,969,686.95	94.11%	461,551.33	5,143,446.27	96.32%
TOTAL	1,099,174.60					5,969,686.95			5,143,446.27		

City of Roanoke

Monthly Sales Tax Receipts

CCPD - CRIME CONTROL AND PREVENTION DISTRICT

2022-23											
	Monthly	CUMULATIVE	AVG CUMULATIVE %	FORECAST *	Mo % Chg PY	Monthly	CUMULATIVE	% *	Monthly	CUMULATIVE	% *
October	-	-	-	-	0.00%	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-	-
December	455,962.47	455,962.47	23.10%	1,973,881	100.00%	-	-	-	-	-	-
January	432,873.55	888,836.02	29.71%	2,992,115	100.00%	-	-	-	-	-	-
February	478,157.75	1,366,993.77	39.00%	3,505,337	100.00%	-	-	-	-	-	-
March	478,373.97	1,845,367.74	46.48%	3,970,529	100.00%	-	-	-	-	-	-
April	500,323.84	2,345,691.58	53.89%	4,352,825	100.00%	-	-	-	-	-	-
May	558,056.76	2,903,748.34	62.79%	4,624,600	100.00%	-	-	-	-	-	-
June	-	-	-	-	100.00%	-	-	-	-	-	-
July	-	-	-	-	100.00%	-	-	-	-	-	-
August	-	-	-	-	100.00%	-	-	-	-	-	-
September	-	-	-	-	100.00%	-	-	-	-	-	-
TOTAL	2,903,748.34					-			-		

City of Roanoke
Investment Pools
March 31, 2023

OPERATING		FUND	TX-01-0923-0001	Purchases	Withdrawals	TexClass Int	\$82,049.20	
TEXCLASS	0.0692%	General Fund	\$10,216,747.15	\$0.00	\$0.00	45.52%	\$37,350.54	\$10,254,097.69
TEXCLASS	0.0692%	Debt Service Fund	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Facility CIP	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Street CIP	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Parks CIP	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	W&WW Fund	\$4,086,994.09	\$0.00	\$0.00	18.21%	\$14,941.30	\$4,101,935.39
TEXCLASS	0.0692%	W&WW CIP	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Hotel/Motel	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Vehicle Replacement	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Fire Grant	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Computer Replacement	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Briarwyck PID	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Grants (ARPA)	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Police Grants	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Police Seizure	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Park Donation Fund	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	REIDC	\$8,139,733.25	\$0.00	\$0.00	36.27%	\$29,757.36	\$8,169,490.61
TEXCLASS	0.0692%	RCEDC	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS	0.0692%	Slaughter Park Foundation	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TEXCLASS		subtotal	\$22,443,474.50	\$0.00	\$0.00	100.00%	\$82,049.20	\$22,525,523.70
ARPA FUNDS			TX-01-0923-0002		TexClass Int		\$4,344.59	
TEXCLASS	0.0692%	Grants (ARPA)	\$1,188,407.09	\$0.00	\$0.00	100.00%	\$4,344.59	\$1,192,751.68
TEXCLASS		subtotal	\$1,188,407.09	\$0.00	\$0.00	100.00%	\$4,344.59	\$1,192,751.68
TEXCLASS		TOTAL	\$23,631,881.59	\$0.00	\$0.00		\$86,393.79	\$23,718,275.38
CD's			CD Int					
Prosperity Bank	0.0000%	General Fund	\$449,270.81	\$0.00	\$0.00	95.74%	\$0.00	\$449,270.81
Prosperity Bank	0.0000%	W&WW Fund	\$20,000.00	\$0.00	\$0.00	4.26%	\$0.00	\$20,000.00
CD's		TOTAL	\$469,270.81	\$0.00	\$0.00	100.00%	\$0.00	\$469,270.81



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Amended Interlocal Agreement - Town of Westlake

MEETING DATE: June 13, 2023

DEPARTMENT: Public Works

ITEM SUMMARY:

Consideration and acceptance of the amended interlocal agreement between the Town of Westlake and the City of Roanoke for the provision of drinking water analysis and interim management of the water and wastewater operations in Westlake.

INFORMATION:

The Town of Westlake has been in an ILA with Roanoke Public Works Department since 12/2017 for the conducting of drinking water analysis. Currently, Westlake does not have state recognized licensed operators on staff and is requesting Roanoke to assist in additional sampling analysis and state reporting for water and wastewater operations.

STAFF RECOMMENDATION:

Staff recommends acceptance

SPECIAL CONSIDERATION:

n/a

FINANCIAL CONSIDERATION:

Acceptance of the amended interlocal agreement will produce additional revenue to cover any expenses incurred by the Roanoke Public Works.

ATTACHMENTS:

1. ILA Roanoke 2023

**INTERLOCAL AGREEMENT FOR THE PROVISION
OF DRINKING WATER QUALITY ANALYSIS AND
INTERIM MANAGEMENT OF WATER AND
WASTEWATER OPERATIONS
IN THE TOWN OF WESTLAKE**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AGREEMENT is made and entered into by and between the Town of Westlake, Texas, a Type A general law municipal corporation, located in Tarrant County, Texas (hereinafter referred to as "Westlake") and the City of Roanoke, Texas, a home rule municipal corporation, located in Denton County, Texas (hereinafter referred to as "Roanoke").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes city governments in the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services, including those in the area of public health, sanitation, and utility services; and

WHEREAS, to ensure Public Water Systems are providing safe drinking water, the Texas Commission on Environmental Quality (TCEQ) has implemented requirements for all Public Water Systems to be operated at all times under the direct supervision of a water works operator who holds an applicable valid license and to test drinking water to determine the effectiveness chloramine disinfection; and

WHEREAS, the provision of safe and reliable water throughout the Town of Westlake is of vital importance to the health, safety, and welfare of the citizens of Westlake; and

WHEREAS, Westlake desires to secure and maintain adequate water quality resources

to ensure for the health, safety, and welfare of the citizens of Westlake; and

WHEREAS, Chloramine disinfection effectiveness testing requires special laboratory equipment and training; and

WHEREAS, the Westlake desires to foster and promote region cooperative efforts; and

WHEREAS, The Town of Westlake has requested assistance from the City of Roanoke to provide the chloramine effectiveness testing; and

WHEREAS, The Town of Westlake has requested assistance from the City of Roanoke to provide interim supervision of Town water operations by licensed water works operators per TCEQ requirements; and

WHEREAS, the Roanoke is desirous of furnishing the chloramine effectiveness testing services to the Westlake; and

WHEREAS, Westlake and Roanoke have concluded that this Agreement fairly compensates the performing party for services being provided hereunder; and

NOW, THEREFORE, for the mutual consideration herein stated, Westlake and Roanoke agree as follows:

1

Water Quality Analysis Services

Roanoke agrees to provide all personnel, equipment, and supplies necessary to perform the chloramine disinfection effectiveness testing approved by applicable state and federal regulatory standards. Chloramine disinfection effectiveness testing will be conducted in accordance with "Exhibit A".

2

Licensed Supervision of Water Operations

Roanoke agrees to provide all personnel necessary to provide regulatory supervision over the Town of Westlake's public water system, and to comply with TCEQ requirements for licensed water, and wastewater (if applicable) operators, at all times for a period not to exceed one-year beginning May 1, 2023.

3 **Billing**

Roanoke shall bill Westlake monthly for the costs of services provided according to the rates prescribed in "Exhibit B". Roanoke shall document in an itemized monthly invoice the number of hours spent by staff, including equipment and supplies used when conducting chloramine effectiveness testing on behalf of Westlake. Within thirty (30) days of receipt of the itemized bill, Westlake shall remit payment to Roanoke.

Westlake will pay Roanoke for actual costs (direct labor, employee benefits, equipment rental, materials and supplies, utilities, permits, and administrative overhead costs) for the services provided by Roanoke as set forth in "Exhibit B". Administrative overhead costs for each work item shall be charged at a rate of 10% percentage of direct labor costs. Roanoke shall receive compensation for the performance of services and its duty related to chloramine effectiveness testing in accordance with of this Agreement.

4 **Payment for Services**

Each party paying for the performance of governmental functions or services hereunder shall make those payments from current revenues available to the paying party.

5 **Applicable Law**

This Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereto shall be governed by the laws of the State of Texas. This Agreement is fully

performable in Denton County, Texas, and in the event that any cause of action is filed by either party arising out of the terms of this Agreement, the exclusive venue for said lawsuit shall be in Denton County, Texas.

6
Severability

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

7
Authority

Each party certifies that the undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or orders extending said authority have been duly passed and are now in full force and effect.

8
Term and Termination of Agreement

The term of this Agreement, as amended, shall begin on May 1, 2023 and shall be effective for twelve (12) months from that date, and it shall renew automatically thereafter for another twelve (12) - months, said renewals continuing indefinitely, PROVIDED, that any party herein shall have the right to terminate this Agreement at the end of any calendar year only, for any reason whatsoever, upon giving the other party a minimum of ninety (90) days written notice in advance of the date sought for such termination. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the official mailing address of Westlake or Roanoke.

9

No joint enterprise

No provision of this Agreement shall be construed to create any type of joint ownership of any property, to create a partnership, joint venture or other agreement of any kind, or to create any right of partial control, ownership of or equity in the other municipalities' facilities described herein. Furthermore, the parties hereto acknowledge and agree that the doctrine of respondent superior shall not apply between the municipalities.

10

Notice

Any notice, communication or request provided or permitted to be given by either party to the other party must be in writing and addressed as follows:

If to Roanoke:

City of Roanoke
Attn: City Manager
500 S Oak Street
Roanoke, Texas 76262
Telephone: (817) 491-2411
Facsimile: (817) 491-2411

and to:

City of Roanoke
Attn: Director of Community and Business Development
265 Marshall Creek
Roanoke, Texas 76262
Telephone: (817) 491-6099
Facsimile: (817) 491-3114

If to Westlake:

Town of Westlake
Attn: Mayor
1500 Solana Blvd., Building 7, Suite 7200
Westlake, Texas 76262
Telephone: (817) 430-0941

Facsimile: (817) 430-1812

and to:

Town of Westlake
Attn: Town Manager
1500 Solana Blvd., Building 7, Suite 7200
Westlake, Texas 76262
Telephone: (817) 490-5717
Facsimile: (817) 430-1812

or to such other addresses as may be provided for in writing from time to time.

11

Other agreements unaffected

This Agreement shall govern the supervision of the Town of Westlake public water system, and, the provision of all chloramine effectiveness testing performed by Roanoke for Westlake. All other interlocal agreements between Westlake and Roanoke not changed in whole or in part by this Agreement shall continue in effect.

12

No waiver of immunity or defenses

This Agreement is made pursuant to Chapter 791 of the Texas Government Code. It is expressly understood and agreed that in the execution of this Agreement, neither municipality waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, or any damage limitation or other protection provided to municipalities under any applicable law. This section shall be liberally construed to carry out the intent of each municipality's governing body, and the municipalities do hereby invoke said governmental immunity to the extent possible under the law.

13 .

No third party beneficiaries

It is understood by the parties that this Agreement is entered into for the mutual

convenience and public purposes of the municipalities which are parties hereto, and it is the parties' intent that no other parties shall be construed as beneficiaries of this Agreement, including the owners, residents, or operators of property connected to the N-1 collection main, regardless of whether such persons are provided wastewater services under this Agreement.

14

Section or Other Headings

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15

Amendment

This Agreement may only be amended, altered, or revoked by written instrument signed by both parties.

16

Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party.

17

Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. This Agreement may be executed in multiple originals.

18

Force Majeure

If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out

its obligations under this Agreement after its effective date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of such event. The obligations of the party giving such notice, to the extent affected by such Force Majeure, will be suspended during the period of the inability, provided that both parties agree to use good faith and exercise reasonable efforts to remove and overcome such inability.

19
Mutual Assistance

The parties hereto agree to take all reasonable measures which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

20
Exhibits

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Approved as to form and legality

CITY OF ROANOKE

TOWN OF WESTLAKE



Cody Petree, City Manager

Sean Kilbride, Mayor



City Attorney

Town Attorney

ATTEST:

ATTEST:



April S. Hill, City Secretary

Amy Piukana, Town Secretary

Date

5/30/23
Date

Exhibit "A"
Westlake Chloramine Effectiveness
Sampling Plan

1. Chloramine Effectiveness Sampling

Rule Basis: Additional activities for source water under chloramine effectiveness requirements (30 TAC §290.110(c)(S)(A)) are reported in an attached Nitrification Action Plan (NAP) (30 TAC §290.46(z)).

Frequency:

To establish baseline data for ammonia, mono-chloramine, nitrite and nitrate (all measured as nitrogen), the monitoring will occur at the following frequency determined from the NAP and process management criteria. Additional parameters such as temperature and pH will be determined from the NAP.

Sample	Frequency at Source Water
Total Chlorine	Daily
Mono-chloramine	Weekly
Free ammonia	Weekly
Nitrite and Nitrate	Weekly
Temperature	Weekly
pH	Weekly

After baseline data is determined for ammonia, mono-chloramine, nitrite and nitrate (all measured as nitrogen), the monitoring will occur at the following frequency determined from the NAP and process management criteria. Additional parameters such as temperature and pH will be determined from the NAP.

Sample	Frequency at Source Water
Total Chlorine	Daily
Mono-chloramine	Weekly
Free ammonia	Weekly
Nitrite and Nitrate	Monthly

- Monthly Bactis
- *Monthly Dead End Main flushing*
- Daily Cl₂
- *Backflow*
- *Liquid Waste*
- *CSI*

- *Annual AWWA water loss survey*
- Disinfection Level Quarterly Operation Report (DLQOR)
- *Monthly/Quarterly maintenance on colormeters/CL 17*
- *Consumer Confidence Report (CCR)*
- *Daily Lift Station Rounds/Checklist*
- Monthly SSO
- Non-Compliant Discharge (as needed)

Daily Test shall be completed by Westlake as mandated by the State. Roanoke will conduct this test weekly in concurrence with all other test.

Location

The location of sample sites for chloramine effectiveness testing is contained in the table below.

Chloramine Effectiveness Sample Site Location Table

Disinfectant Residual Number	Address	(Suggested subdivision, mapsco, etc.)	Reason for Representative Site
RT-1	2203 Kingfisher	Vaquero	"Located at a residence on an 8-inch distribution loop representing average water age."
RT-2	13345 Thornton	Southwest	"Located on an 8-inch line in an area of relatively low water age, one of the first subdivisions near the Fort Worth interconnect."
RT-3	1810 Broken Bend	Glenwyck Farms (Low PP)	"Located in the Low PP furthest from the Fort Worth I/C and represents a relatively high water age."
RT-4	2341 Ottinger Rd.	Centrally located in the Town	"Located in an older rural area, off an 8-inch line representing average water age."
RT-5	2111 Cedar Elm	Vaquero South	"Located on an 8-inch distribution lateral representing a water age greater than the average age."
DR-1	1900 Us Hwy 377	POE	Point of Entry - automated Cl readings
DR-2	1481 Knox	Keller	EST centrally located in distribution system - automated Cl readings
DR-3	Hwy 377PS	Pump Station	Discharge header at Pump Station

Exhibit "B"
City of Roanoke Rate Schedule

TCEQ Licensed Water/Wastewater Operator.....	<i>to be determined (x 2)</i>
Utility Maintenance Technician	\$40/hr x 2
Utility Maintenance Supervisor	\$80/hr x 2
- With 2 hour minimum	
- Any maintenance requiring more than 4 hours requires pre-approval by Roanoke	
Laboratory equipment/supplies.....	\$9.57/sample x 8 samples
Administrative Overhead	1



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Nearmap Subscription ILA with NCTCOG

MEETING DATE: June 13, 2023

DEPARTMENT: Administration

ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and the North Central Texas Council of Governments for use of its map-based information system.

INFORMATION:

The North Central Texas Council of Governments offers cities in the COG a discounted rate for a system called Nearmap that provides high quality aerial photos of our City and surrounding areas. The subscription through the COG is more cost effective than purchasing directly from Nearmap. This aerial imagery will be used by our new Geographic Information Systems (GIS) group for use with printed maps and web-based mapping applications.

STAFF RECOMMENDATION:

Staff recommends approval

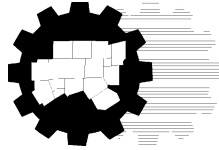
SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Our annual subscription cost is \$2,000. The total subscription cost over the term of 3 years will be \$6,000. \$2,000 has already been budgeted for this subscription in the current fiscal year.

ATTACHMENTS:

1. Nearmap_ILA_Roanoke_2023



North Central Texas Council of Governments

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
CITY OF ROANOKE**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

WHEREAS, the City of Roanoke (Entity), wishes to have its map-based information system include the Nearmap's recurring and/or oblique imagery and has determined that the acquisition of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and,

WHEREAS, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

WHEREAS, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services; and,

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

WHEREAS, NCTCOG and Entity, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the purchase of Nearmap's recurring and/or oblique imagery under Master Service Agreement #2020-078.

I. LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. NCTCOG has contracted with Nearmap to provide their product at negotiated not-to-exceed rates to the North Texas region.

Nearmap retains all ownership of intellectual property rights in its aerial and oblique imagery and data. Entity is purchasing a data license through NCTCOG and pursuant to the subscription terms set out in Appendix B. Notwithstanding **Section 2.3 of Appendix B**, Entity is permitted to grant access to the Content under the License to its contractor(s) for the purpose of performing work for Entity, provided that the contractor(s) enter into an agreement which requires them to (a) use the Content only to the extent necessary to perform work for the Entity, and (b) immediately delete and destroy the Content in their control or possession at the completion of such work. Entity understands and agrees that it is responsible for compliance with Appendix B and its failure may result in NCTCOG disabling or revoking its data license(s) hereunder.

II. OBLIGATIONS

NCTCOG agrees to provide the Product(s) listed below for Entity's use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG within thirty (30) days.

Coverage Area: 7 sq. miles

Subscription Term – 3-year

Recurring Aerial Photography	Amount
1-year subscription	
2-year subscription	
3-year subscription	\$1500.00

Recurring Aerial Photography + Obliques	Amount
1-year subscription	
2-year subscription	
3-year subscription	

Public Facing Option	Amount
1-year subscription	
2-year subscription	
3-year subscription	\$500.00

Annual Subscription Cost	\$2000.00
Total Subscription Cost	\$6000.00

You have agreed to the payment terms listed above and have secured the total amount with purchase order (PO) number _____(please enter PO number and send PO document with returned agreement).

Invoice Term (circle one): **Full Payment** **Invoice Annually (at beginning of term)**

III. TERMINATION

Provisions for terminating Nearmap's aerial and/or oblique imagery subscription can be found in Appendix B. Section 6. In the event Entity terminates this Agreement early for any reason, all funds paid to NCTCOG by Entity are non-refundable. In the event payment obligations for Entity's subscription exceed the amounts paid at the time of early termination, Entity shall be responsible for payment of all such amounts to NCTCOG subject to the non-appropriation clause contained herein.

IV. MISCELLANEOUS

Entirety of Agreement The terms and provisions of this Agreement constitute the entire agreement of the undersigned parties and in the event of a conflict between this Agreement and any attachment thereto, the terms of this Agreement shall prevail.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Severability. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

Assignment. No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

Immunity. It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Non-appropriation of Funds. Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this

Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

Force Majeure. The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this Agreement on behalf of the parties. and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS



12/12/2022

Mike Eastland
Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

Date

CITY OF ROANOKE

Signature

Date

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Shelley Broyles		Donna Coggeshall	
Title:	RIS Program Manager		Research Manager	
Department	Research and Information Services		Research and Information Services	
Street Address:	616 Six Flags Drive, Suite 200		616 Six Flags Drive, Suite 200	
City, State, Zip	Arlington, Texas 76011		Arlington, Texas 76011	
Phone/Fax:	(817) 695-9156	(817) 640-4428	(817) 695-9168	(817) 640-4428
E-mail:	sbroyles@nctcog.org		dcoggeshall@nctcog.org	

CITY OF ROANOKE

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:				
Title:				
Department				
Street Address:				
City, State, Zip				
Phone/Fax:				
E-mail:				

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section 18 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non- transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "**License**").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement, subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "**Renewal Term**") unless terminated by either party by providing at least thirty (30) days written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
 - (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
 - (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:
 - (a) machine learning models (including the model form and model parameters);
 - (b) outputs of machine learning models;
 - (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
 - (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
 - (a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes and mass downloads or bulk feeds of any imagery; and
 - (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorised by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.
- 2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
 - (a) provide a link to another URL;
 - (b) upload content or other information to the Website (except as necessary to use the Products);
 - (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
 - (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
 - (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
 - (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
 - (g) remove any content or information from the Website, other than that permitted under the terms of this License;
 - (h) falsify the true ownership of a Product or other material or information made available via the Website;
 - (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
 - (j) use the Website other than in accordance with this Agreement;
 - (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
 - (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:
 - (a) cancel that password/ID;
 - (b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
 - (c) immediately cease the Licensee's access to the Product;
 - (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
- (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
- (b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
- (c) terminate this Agreement in accordance with section 6.3. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.
4. **FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.
5. **THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
- (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
- (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
- (i) License;
- (ii) Products; and
- (iii) Website.
6. **TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
- (b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement, or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
7. **INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.
8. **THIRD PARTY PROVIDERS**
- 8.1 Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee. https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html;
- (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "**AWS Services**") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it

applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:

- (i) [\(http://aws.amazon.com/privacy/\)](http://aws.amazon.com/privacy/) Privacy Policy
- (ii) [\(http://aws.amazon.com/aup/\)](http://aws.amazon.com/aup/) Acceptable Use Policy
- (iii) [\(http://aws.amazon.com/terms/\)](http://aws.amazon.com/terms/) Terms of Use
- (iv) [\(http://aws.amazon.com/serviceterms/\)](http://aws.amazon.com/serviceterms/) Service Terms
- (v) [\(http://aws.amazon.com/trademark-guidelines/\)](http://aws.amazon.com/trademark-guidelines/) Trademark Guidelines

- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright>).

9. WARRANTY AND LIABILITY

9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.

9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.

9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.

9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.

9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.

9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:

- (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
- (b) the Licensee's use of the Product for any purpose; and

- (c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.

10.2 The Licensee must:

- (a) promptly notify Nearmap of any such Infringement Claim;
 - (b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
 - (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
 - (d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- (a) that arises from any:
 - (i) use of the Product in violation of this Agreement;
 - (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
 - (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
 - (b) if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.

11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.

12. FORCE MAJEURE

12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):

- (a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
- (b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.

12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

- (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
- (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
- (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know, for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

14. NOTICES

- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

- 15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. NEARMAP NOW

- 16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("Survey"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.
- 16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within six (6) months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.
- 16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.
- 16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.
- 16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

17. MISCELLANEOUS TERMS

- 17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time to time.
- 17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 17.3 **Precedence of Documents** This Agreement is comprised of:
(a) the Additional Terms and Conditions;
(b) the Quote;
(c) any Product-Specific Terms; and
(d) this products agreement.
If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's purchase order.
- 17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 17.10 **Entire Agreement** This Agreement:
(a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

- 17.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

- 17.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

- 17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business (without giving effect to the conflicts of laws provisions thereof).

18. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

Business Days means any day other than a Saturday, a Sunday or a recognised public holiday in Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:
(a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;

- (b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or
(c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

Fees means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee. **Government Products** means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

Late Payment Fee means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm PT.

Periodic Allowance or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration, or attempt to integrate, the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located [here](#).

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its' License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Survey has the meaning (if any) given to that section 16.1.

Survey Fee means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

Survey Specification means the survey specification referred to in the Quote. **Term** means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

Website means all pages and sub-sites available within the nearmap.com domain.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Upgrade a PT Deputy Court Clerk to FT

MEETING DATE: June 13, 2023

DEPARTMENT: Finance

ITEM SUMMARY:

Upgrade a PT Court Clerk to FT Court Clerk

INFORMATION:

Since acquiring Trophy Club court, citations have more than doubled for Trophy Club, which has increased incoming customers, court cases and court dockets. Initially, Trophy Club was expected to write 500-600 citations annually. Currently, Trophy Club cases total 1,500-1,700 citations annually, almost triple what was anticipated at the time of the interlocal agreement. In addition, the case load for Roanoke citations has also increased. With the increased case load, the municipal court has experienced an increase in staff time required to: process attorney plea dockets; prepare case files for completeness and accuracy for Judge/Prosecutor; request discovery evidence from both PD's for State Prosecutor; respond to open records requests; and handle increased window traffic. Currently, the municipal court has 2 FT Deputy Court Clerk positions and one PT Deputy Court Clerk position. The additional FT staff member would allow the court to dedicate one FT person to handle Trophy Club cases. Staff has requested that Trophy Club split the cost of this position 50/50 for the FY2024 budget. This position will also give the court some additional coverage when someone is out due to vacations or sick leave. We believe this position is necessary regardless of Trophy Club's participation. This will allow the city to be better staffed in anticipation of the new police and court facility.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

Participation from Trophy Club is requested for the FY2024 budget.

FINANCIAL CONSIDERATION:



AGENDA ITEM

Savings from current year's vacancies could fund the increased cost for the remainder of FY2023. The city has requested that Trophy Club pay 50% of the cost of this position (salary and benefits) starting October 1, 2023, with an annual increase based on COLA and merit increases.

ATTACHMENTS:

1. Municipal Court_Ugrade PT Clerk to FT

FORM 5
FY2023-24

CITY OF ROANOKE
ANNUAL BUDGET REQUEST
CAPITAL AND SUPPLEMENTAL REQUESTS

FUND: GENERAL
DEPARTMENT: MUNICIPAL COURTS

TITLE OF ITEM/PROGRAM	Full-time Deputy Court Clerk (Upgrade from Part Time to Full Time position)
BRIEF DESCRIPTION	To provide full time services to customers and back up support to fellow court office staff.
JUSTIFICATION	Since acquiring Trophy Club court, citations have more than doubled for Trophy Club, which has increased incoming customers, court cases and court dockets. Initially, Trophy Club was expected to write 500-600 citations annually. Currently, Trophy Club cases total 1,500-1,700 citations annually, almost triple what was anticipated at the time of the interlocal agreement. In addition, the case load for Roanoke citations has also increased. With the increased case load, the municipal court has experienced an increase in staff time required to: process attorney plea dockets; prepare case files for completeness and accuracy for Judge/Prosecutor; request discovery evidence from both PD's for State Prosecutor; respond to open records requests; and handle increased window traffic. Currently, the municipal court has 2 FT Deputy Court Clerk positions and one PT Deputy Court Clerk position. The additional FT staff member would allow the court to dedicate one FT person to handle Trophy Club cases. Staff has requested that Trophy Club split the cost of this position 50/50 for the FY2024 budget. This position will also give the court some additional coverage when someone is out due to vacations or sick leave. We believe this position is necessary regardless of Trophy Club's participation. This will allow the city to be better staffed in anticipation of the new police and courts facility.

ITEM DESCRIPTION	ACCT. CODE	AMOUNT REQUESTED	ADDITIONAL NOTES AND COMMENTS (IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.)
SALARIES AND WAGES			
Salaries	010-640-101	51,988	Full Time Deputy Court Clerk (at mid-range)
Benefits	VARIOUS	24,090	Benefits
		(23,801)	Current Part-Time position
SUPPLIES			
MAINTENANCE AND REPLACEMENT			
			Requested Trophy Club participation \$38,039 annually with increases
			as necessary for COLA and merit increase
PROFESSIONAL SERVICES			
MISCELLANEOUS SERVICES			
CAPITAL OUTLAY			
TOTAL		\$ 52,267	



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 2023 ZBA Appointments

MEETING DATE: June 13, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint two (2) members to the Zoning Board of Adjustment for a term ending June 2025.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Helen Ward - ZBA Board Application
2. Lauren Turner - ZBA Board Application

MAY 16 2023

Eligible: Yes

BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: ZBAName: Helen Ward

Phone Number: _____

Address: _____

Employer: Retired

E-Mail Address: _____

How long have you lived in Roanoke? 28 Years 0 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 B board previously

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

Currently serve

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

Growing while maintaining small town charm.

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

Already on the board and enjoy learning and serving

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: 05/16/2024

JUN 02 2023

Eligible: Yes



BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: Zoning Board of Adjustments

Name: Lauren Turner Phone Number: _____

Address: _____

Employer: _____ E-Mail Address: _____

How long have you lived in Roanoke? 5 Years _____ Months

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

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

My previous term on this board.

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

My attention to detail, and my ability to see both sides of an issue but find a solution.

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

Protecting the nature of our city as we continue to grow.

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

I love Roanoke and believe we are a unique community of people who are committed to excellence in our city.

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: Lauren Turner

Date: 6/1/23



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Facade Grant-Babe's Chicken

MEETING DATE: June 13, 2023

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action for a facade grant application from Bryan Garner of Babe's Chicken Cafe at 104 N. Oak St. Roanoke TX.

INFORMATION:

The Facade Grant Review Committee received an application for improvements to the exterior for the amount of 50% of the final project cost or \$15,000.00. The improvements include replacement of the front windows and a new sign.

- The estimated amount of the project is \$9,616.00.
- The amount requested is \$4808.00.

STAFF RECOMMENDATION:

Recommend approval

SPECIAL CONSIDERATION:

Funds available for FY - \$24,098.95

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Babes facade grant 2023-06-07-09-56-35



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Bryan Garner
2. Name of Business: Babes Chicken Dinner House
3. Mailing Address of Applicant: 3908 Long Hollow Rd Roanoke T.X. 76262
4. Project Address: 104 N. oak Roanoke T.X. 76262
5. Does the applicant own the building? _____ Yes X 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: \$ 9,616

(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) \$ ~~5,250.00~~ 4,808.60

(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.)

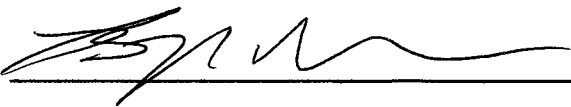
8. Proposed project start date: 5/29/23
9. Proposed project completion date: 6/2/23
10. What is (are) the existing uses of the building? Food establishment
11. Will the proposed project result in a change of the use of the building?
Yes _____ No X If Yes, please explain the change _____

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

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: 4/20/23

Business Name: Babe's Chicken Dinner House

Address: 6104 N. Oak

Roanoke T.X. 76262

Phone: 817-491-2900

Four Star Glass & Mirror, Inc.

Estimate

North Richland Hills Glass & Mirror
5213 Davis Blvd. Suite A
North Richland Hills, TX 76180
NRH(817)788-8282 Fax(817)281-0159

Date	Estimate #
4/27/2023	2370

Name / Address

Rovin, Inc
Tom Slate
817-456-9035
817-805-4948

Project

Description	Qty	Cost	Total
104 North Oak St Roanoke Texas			
54) clear over clear tempered insulated glass unit 1/2 overall 12 X 17 3/4	54	116.00	6,264.00

Total	\$6,264.00
--------------	------------

Customer Signature _____

Mister Glass

13342 Floyd Circle
Dallas, TX 75243
972-669-0951
sales@misterglassinc.com | www.misterglassinc.com



RECIPIENT:

Grant Darden

104 North Oak Street
Roanoke, Texas 76262

Quote #10698

Sent on Apr 24, 2023

Terms 50% down / 50% on completion

Sales Rep Addison

Measured By Addison

Total \$7,090.38

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
IGT - Size A - Low-E / Clear	54 @ 12" x 17 3/4" x 1/2" OA RLE/CLR Tempered	54	\$75.00	\$4,050.00
Commercial Work Crew	Commercial Installation	1	\$2,500.00	\$2,500.00

A deposit of \$3,545.19 will be required to begin.

The prices, specifications, conditions and terms are satisfactory and hereby accepted. A 50% deposit is required to start the work, with the remaining balance due upon completion. This order reflects special order materials, and because of so, deposits are non refundable. You are authorized to do the work as specified.

Subtotal	\$6,550.00
Sales Tax (8.25%)	\$540.38
Total	\$7,090.38

Signature: _____ **Date:** _____

BINSWANGER GLASS #098
101 BEDFORD ROAD
BEDFORD, TX 76022

Customer

PH:(817) 282-7311 FAX:(817) 282-5760

Federal Tax ID: 45 2494422

Remit To: PO Box 679331, DALLAS, TX 75267-9331

P/O#:

Cust State Tax ID:

Quote: Q098097838

Cust Fed Tax ID:

Date: 4/21/2023

Ship Via

Time: 02:05 PM

Taken By: CFaulkner

Installer: SHOPMAN

SalesRep: DANA CROOK

Adv. Code:PR

Bill To: 79899999

Sold To: 79899999

BABES CHICKEN
104 NORTH OAK ST.
ROANOKE, TX 76262

BABES CHICKEN
104 NORTH OAK ST.
ROANOKE, TX 76262

(817) 491-2900

Qty	Part Number	Description
54	SPECIAL IG-7/16" OA	(12" x 18") 7/16" OA *ENERGY ADVANTAGE/CLEAR ANNEALED
1	ENERGY SURCHARG	Manufacturer's Energy Surcharge (Flat Rate)
1	Glazing Supplies	Caulk, Screws, Clips, Glazing bead
1	CS-CGL-TEX	Commercial Glazing Labor - Texas
30	WGCLRCUT-1/16"	(12" x 14") 1/16" Clear Annealed Cut Size Glass (001)
1	CS-CGL-TEX	Commercial Glazing Labor - Texas
1	Glazing Supplies	Caulk, Screws, Clips, Glazing bead

BINSWANGER IS NOT RESPONSIBLE FOR ITEMS OR PRODUCTS LEFT OVER 60 DAYS

Installer: SHOPMAN

Instructions:

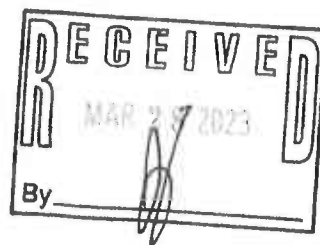
BINSWANGER GLASS WILL NOT BE RESPONSIBLE FOR THE WOOD STOPS
A CARPENTER WITH NEW WOOD STOPS WOULD BE BEST AND NOT FURNISHED BY
BINSWANGER GLASS

Total:

Total: \$10,575.99

Duncan Enterprises DFW, LLC

533 Darlington Trail
Ft Worth, TX 76131 US
(817)408-5392
steve@duncandfw.com

**BILL TO**

Babes Chicken Dinner Hoise

INVOICE # 4751**DATE 03/28/2023****DUE DATE 04/27/2023****TERMS Net 30****Signature:**

Bryan Garner (Mar 28, 2023 12:07 CDT)

Email: roanokegm@babeschicken.com

DESCRIPTION	QTY	RATE	AMOUNT
Labor At the Roanoke location, hung the babes chicken sign provided by the restaurant. Ran cable from existing metal post over to another existing metal post for support. Welded together a support platform to set the sign in. Platform had to be strong enough to support the weight of the sign for a prolonged period. Once sign was in platform and welded together it was hung from the post with heavy duty all thread	9	80.00	720.00
Material Metal for platform, welding materials, all thread and all other pieces needed to hang sign	1	150.00	150.00
Fuel surcharge Due to the sharp increase in fuel and tire prices a temporary fuel surcharge is being added to all invoices until further notice	1	20.00	20.00

BALANCE DUE**\$890.00**

Remit To:

FOX RENTAL #1
P. O. BOX 1956
GRAPEVINE, TX 76099
WWW.FOXRENTS.COM

Invoice

Closed	Invoice#
Wed 3/29/2023	244215-1

Customer #: 25904

BABE'S CHICKEN HOUSE
104 N OAK ST

ROANOKE, TX 76262

Date Out Mon 3/27/2023

Terms	Aging Date
Due upon receipt	Wed 3/29/2023

Ordered By: JAY BIVIN 940-859-3115

Delivery Mon 3/27/2023 8:00AM

104 N OAK ST
ROANOKE, TX 76262
PARK BETWEEN BABE'S AND THE CARWASH

Pickup Tue 3/28/2023 12:47PM

104 N OAK ST
ROANOKE, TX 76262

Qty	Items	Disc%	Status	Returned Date	Price
1	SCISSOR LIFT 19 FOOT Meter Out: 261.7 Meter In: 262.0 Total hours on meter: 0.3 1day \$133.00 +1day \$133.00 1week \$363.00 4weeks \$847.00 Called Off #33768 on 3/28/2023 for 3/27/2023		Returned	Mon 3/27/2023 4:30PM	\$133.00
1	Delivery to Roanoke	0%	Sold		\$280.00
1	HEAVY EQUIP TAX ONLY	0%	Pulled		\$0.22

Roanoke

Oh to pay
for
Bryan Garner

Used to hang
new sign outside

Payment Due upon receipt

Please pay from this invoice.

Rental and Sales:		EnviroFee:		Grapevine Tax:
\$413.22		\$13.72		\$35.20
Total Amount:	\$462.14	Total Paid	\$0.00	Total Due \$462.14

817-481-7581

WWW.FOXRENTS.COM

817-424-3644

JM Stainless

1018 S. Sam Houston rd.
Mesquite, TX 75149
972-679-4534
972-289-2739

Invoice

Date	Invoice #
12/20/2022	4641

Bill To
Babe's Roanoke 104 North Oak Roanoke Tx 76262

Ship To
Babe's Roanoke 104 North Oak Roanoke, TX 76262

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/23/2022			
Quantity	Item Code	Description			Price Each	Amount
1	1	Fabricate 2 custom antique babes signs for outdoor installation by others			2,600.00	2,600.00T
		Sales Tax			8.25%	214.50







4/28/23

We are seeking a Facade Grant to help to cover the cost of replacing all front windows to help beautify the exterior of the restaurant for all the patrons of Roanoke. The windows over the years have become foggy and weathered and are in much need of an upgrade. We also put up a new sign to help identify our business. We also added those cost to the Grant Request. We thank the city very much for there dedication and commitment to keeping Roanoke the Unique Dining Capital of Texas. Thank you for your consideration on this Grant Request.

Thanks



Bryan Garner
General Manager.

4/28/23

To the city of Roanoke,

I Paul Cruze approve the proposed project to be completed on the building located at 104 N. Oak. Babes Chicken is clear to perform work of replacing all front windows on the building.

Thanks

Paul Cruze



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Facade Grant - Hey Sugar Candy

MEETING DATE: June 13, 2023

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action for a facade grant application from Kristen Brittan of Hey Sugar Candy at 11 S. Oak St. Roanoke TX.

INFORMATION:

The Facade Grant Review Committee received an application for improvements to the exterior for the amount of 50% of the final project cost or \$15,000.00. The improvements include painting, staining and minor repairs to the exterior, including the gazebo.

- The estimated amount of the project is \$14,109.41.
- The amount requested is \$7,054.71.

STAFF RECOMMENDATION:

Recommend approval

SPECIAL CONSIDERATION:

Funds available for FY - \$19,290.95

FINANCIAL CONSIDERATION:

\$12,236.24 of funds will remain for facade grants in this fiscal year, should Council approve the amount requested in this application..

ATTACHMENTS:

1. Facade Grant submittal



AGENDA ITEM



FAÇADE GRANT PROGRAM APPLICATION

- 1 Name of Applicant(s) KRISTIN BRITAIN
- 2 Name of Business HEN SUGAR CANDY
- 3 Mailing Address of Applicant 111 S OAK ST. ROANOKE, TX 76262
- 4 Project Address 111 S OAK ST. 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 \$ 14,109.41
~~12,634.41~~

(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) \$ 7,054.71
~~6,317.20~~
(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 03/2023
- 9 Proposed project completion date COMPLETE 05/2023
- 10 What is (are) the existing uses of the building? RETAIL
- 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

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: 5/15/2023

Business Name: _____

Address: _____

Phone: _____

HEY SUGAR CANDY STORE
111 S. OAK ST.
ROANOKE, VA 24062
682-831-4900



Landscape Maintenance Contract for Facade Grant Program Recipients

The undersigned grant recipient hereby agrees to the following terms and conditions of the matching grant award for use in landscaping materials.

HEY SUGAR CANDY STORE

(Name of Business) agrees to properly maintain all landscaping to the specifications of the City of Roanoke, which are summarized below.

- Provide proper hydration as needed to all trees, shrubs, flowers, vines, grasses and any plant material
- Provide proper fertilization to all of the above, regularly, as prescribed by individual plant requirements
- Provide proper general care of all landscaping on a regular schedule, including, if applicable, weekly mowing at recommended heights, edging, trimming, pruning, sucker removal, raking/leaf removal, transplanting, grooming, maintaining of espaliered shrubs and vines, deadheading as needed
- In case of plant failure, provide immediate removal, appropriate disposal and replacement in a timely manner
- Agree to purchase plant materials with warranty by retailer/supplier, if possible
- Agree to inspections from City on a regular basis to assure quality of landscaping improvement

The City of Roanoke shall not be liable for any loss or damage sustained on landscaping items. The grant recipient shall have the City of Roanoke whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court or attorney's fees.

Applicant Signature [Signature] Date 11/1/17
Name of Business HEY SUGAR CANDY STORE
Address 111 S. OAK ST. ROANOKE, TX 76262
Phone 682-831-9900

Dyess Irrigation PLLC

134 Ridge Rd
Decatur, TX 76234 US
325-660-9416
dyessirrigation@yahoo.com

INVOICE

BILL TO
Kacee Sullivan
Hey Sugar Candy Store LLC
111 S Oak St
Haslet, TX 76262 USA

INVOICE 2521
DATE 04/07/2023
TERMS Due on receipt
DUE DATE 04/07/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/03/2023	Man hours	Repair Front flower bed drip Omit rotor zones Repair back spray zone	1	2,275.00	2,275.00
BALANCE DUE					\$2,275.00

INVOICE

FocalPoint Restorations
Rey Garcia
Keller, Texas 76244

DATE	LOCATION	INVOICE #	INVOICE DUE DATE	AMOUNT DUE
05/09/2023	ROANOKE, TX	003	05/09/2023	\$2,354.06

BILL TO
HEY SUGAR CANDY STORE 111 S Oak St, Roanoke, TX 76262 (682) 831-9900

LABOR / SERVICES DESCRIPTION	AMOUNT
Exterior painting	\$2,200.00
PARTS / MATERIALS	AMOUNT
Paint brushes, paint, & material	\$154.06

SUBTOTAL:	\$2,354.06
SALES TAX:	
TOTAL:	\$2,354.06

INVOICE

FocalPoint Restoration
Roy Garcia
Keller, Texas 76244

DATE	LOCATION	INVOICE NO.	INVOICE DUE DATE	AMOUNT DUE
03/08/2023	ROANOKE, TX	002	03/10/2023	\$212.26

BILL TO

HEY SUGAR CANDY STORE
111 S Oak St, Roanoke, TX 76262
(682) 831-9900

LABOR/SERVICES DESCRIPTION	AMOUNT
Painting	\$50.00

PARTS / MATERIALS	AMOUNT
Paint, paint brushes, and misc.	\$162.26

SUBTOTAL: \$212.26
SALES TAX:
TOTAL: \$212.26

RECEIPT COPIES	DATE PURCHASED	STORE NAME	LOCATION	LIST OF ITEMS	QTY	PRICE PER ITEM	TOTAL	RECEIPT TOTAL W/TAX
027723-0128 pdf	2/27/2023	The Home Depot	125 E State Hwy 114 Rosenberg, TX 76262	STOP'S RUST GLOSS CLEAR	4	\$5.00	\$20.00	
				PAINTERS TOUCH 2X GLOSS WHITE	5	\$6.48	\$32.40	
				PAINTERS TOUCH 2X WHITE PRIMER	1	\$6.48	\$6.48	
				POX BLUE NITRILE DISP GLOVE 50 PK	1	\$12.98	\$12.98	
				3M PGP BLOCK 125G 1PK	1	\$6.48	\$6.48	
				18X180' BRNNALL PURP MASKING PAPER	1	\$4.68	\$4.68	\$39.87
030473-0302 pdf	3/4/23	Quikrete	2341 US Hwy 377 Westlake, TX	GAS - POWERWASHING GAZEBO & DECK	-	-	\$6.53	\$6.53
030723-1108 pdf	03/07/23	Kelly-Moore Paints	363 E Keller Pkwy Keller, TX 76248 125 E State Hwy 114 Rosenberg, TX 76262	HEY SUGAR CEILING MATCH PAINT	1	\$53.03	\$53.03	\$53.03
				GLD PREM INT FLAT PURE WHITE 31OZ	1	\$10.98	\$10.98	
030723-0955 pdf	03/07/23	The Home Depot		FOAM 1.0 WOOD HANDLE BRUSH	1	\$0.87	\$0.87	\$12.83
GRAND TOTAL:							\$162.26	

RECEIPT COPIES	DATE PURCHASED	STORE NAME	LOCATION
<u>Copy of 013023-0413.pdf</u>	1/30/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 012423-0341.pdf</u>	1/24/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 012023-0916.pdf</u>	1/20/2023	The Home Depot	7100 N Frwy Fort Worth, TX 76137
<u>Copy of 012223-1254.pdf</u>	1/22/2023	The Home Depot	300 Village Center Dr Southlake, TX 76092
<u>Copy of 012223-0938.pdf</u>	1/22/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 012123-1011.pdf</u>	1/21/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 012323-0202.pdf</u>	1/23/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 012823-1117.pdf</u>	1/28/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 012823-1212.pdf</u>	1/28/2023	The Home Depot	300 Village Center Dr Southlake, TX 76092
<u>Copy of 013023-0852.pdf</u>	1/30/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 013123-0153.pdf</u>	1/31/2023	Sherwin-Williams	1451 Keller Pkwy Keller, TX 76248
<u>Copy of 020223-0121.pdf</u>	02/02/2023	Sherwin-Williams	204 E Highway 114 Roanoke, TX 76262
<u>Copy of 012223-0938.pdf</u>	01/22/2023	The Home Depot	300 Village Center Dr Southlake, TX 76092
<u>Copy of 021123-0658.pdf</u>	02/11/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262

<u>Copy of 021123-0653.pdf</u>	02/11/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 021323-0219.pdf</u>	02/13/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 021323-0430.pdf</u>	02/13/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 021323-0918.pdf</u>	02/13/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 021523-0235.pdf</u>	02/15/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 020423-0850.pdf</u>	02/04/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 020423-0237.pdf</u>	02/04/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 020523-1137.pdf</u>	02/04/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 022023-0357.pdf</u>	2/20/2023	Sherwin-Williams	2041 Rufe Snow Dr Ste 201 Keller, TX 762
<u>Copy of 021423-0326.pdf</u>	02/14/2023	Sherwin-Williams	2041 Rufe Snow Dr Ste 201 Keller, TX 762
<u>Copy of 020723-0148.pdf</u>	02/07/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 020623-1150.pdf</u>	02/06/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 021423-0328.pdf</u>	02/14/2023	Sherwin-Williams	2041 Rufe Snow Dr Ste 201 Keller, TX 762
<u>Copy of 020623-1149.pdf</u>	02/06/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 020823-0442.pdf</u>	02/08/2023	Texas Tool Traders	6500 Denton Hwy Watauga, TX 76148
<u>Copy of 022323-1219.pdf</u>	02/23/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262
<u>Copy of 022323-0445.pdf</u>	02/23/2023	The Home Depot	125 E State Hwy 114 Roanoke, TX 76262

LIST OF ITEMS	QTY	PRICE PER ITEM	TOTAL	RECEIPT TOTAL W/ TAX
HANDY PAINT CUP	2	\$2.97	\$5.94	
WSTR 2.0 ANGEL SASH SHORT CUP BRUS	2	\$6.47	\$12.94	
1 GALLON PAINT STICK - 10 PACK	1	\$1.48	\$1.48	
BEST 4 X 1/4 IN WOVEN ASSEMBLY	1	\$5.67	\$5.67	
BEST 4 X 1/4 IN WOVEN MINI 2PK	1	\$5.67	\$5.67	
2-3 GALLON BUCKET GROD	1	\$3.48	\$3.48	
9" METAL ROLLER TRAY	1	\$4.58	\$4.58	
BEHR PPI 3050 SG UPW 128oz	1	\$39.98	\$39.98	\$86.32
BTP FIRM GRIP DUCK CANVAS GLOVE LG	1	\$16.34	\$16.34	
HDX 2-IN-1 KNEEPAD	1	\$11.98	\$11.98	\$30.66
5 GAL HOMER BUCKET	1	\$4.98	\$4.98	
ALEX FAST DRY WHITE 10.1oz	3	\$4.28	\$21.40	
WSTR 9" SHERLOCK PRO FRAME GREEN	1	\$7.98	\$7.98	
ANVIL SMOOTH ROD 10oz CAULK GUN	0	\$4.28	\$0.00	
BETTER 9 X 1/2" KNIT POLLY ROLLER	1	\$4.57	\$4.57	
QUICKIE UNION WOOD BLOCK DECK SCR	1	\$6.97	\$6.97	
HDX REUSABLE PVC LONG CUFF L/XL	1	\$8.98	\$8.98	
1.5 GAL HDX BLEACH SPRAYER	0	\$18.97	\$0.00	
BEHR STAIN / FINISHER STRIPPER 64N GA	2	\$20.96	\$41.92	
BEHR ALL IN ONE CLEANER GAL	0	\$11.63	\$0.00	
UNGER 48" DUAL HEAD HANDLE	1	\$10.97	\$10.97	\$107.38
DIABLO 6" ROS DISC H&L 60G 10PK	2	\$12.97	\$25.94	\$28.08
RDG 6" RANDOM ORBIT SANDER	1	\$129.00	#####	
DIABLO 6" PSA NO HOLE 15PK 40G	1	\$13.97	\$13.97	\$154.77
BOSCH 5" VS SANDER	0	\$89.00	\$89.00	
2 YR PROTECTION PLAN	0	\$12.00	\$12.00	
DIABLO 5" ROS DISC H&L 60G 50PK	1	\$19.97	\$19.97	
14/3 25' RIDGID EXTENSION CORD	1	\$38.47	\$38.47	\$63.26
HUSKY 4X4 HEAVYDUTY SCRAPER 18"	0	\$21.00	\$0.00	
3M 62093 RESPIRATOR M 1PK	1	\$30.97	\$30.97	
DIABLO 80 GRIT CORNER CAT/MOUSE SH	2	\$7.47	\$14.94	
DIABLO 3"X18" 50G SANDING BELT	1	\$8.47	\$8.47	
SIZE 11 BLK PVC BOOTS	1	\$29.58	\$29.58	
RYB 1.2 AMP CORNER CAT SANDER	0	\$59.00	\$0.00	
2 YR PROTECTION PLAN	0	\$12.00	\$0.00	\$90.89
DIABLO 3"X18" 36G SANDING BELT 2PK	1	\$8.47	\$8.47	
DIABLO 5" ROS DISC H&L 150G 15PK	1	\$9.97	\$9.97	\$19.96
ANVIL 4 EDGE SCRAPER 2.5 IN	1	\$10.48	\$10.48	
DIABLO 6" ROS DISC H&L 60G 10PK	2	\$10.97	\$25.94	\$39.42
ECON 2.0 FLAT BASIC BRUSH	1	\$3.98	\$3.98	
BEST 4 X 3.8" SHEDLESS KNIT ASSEM	1	\$5.67	\$5.67	
2-3 GALLON BUCKET GRID	1	\$3.48	\$3.48	
BEST 4 X 1/2" SHEDLESS KNIT 2PK	1	\$5.87	\$5.87	
9" METAL ROLLER TRAY	1	\$4.58	\$4.58	\$25.53
GALLON B21W351 PURE WHITE	1	\$95.99	\$95.99	
PREM 10 IN 1 FOLDING T	1	\$16.69	\$16.69	
SUPER GUIDE	1	\$9.19	\$9.19	\$118.73
QUART PAINT AQUARIUM	1	\$21.49	\$21.49	
3 X 10 CM #4 WOODSCAPE	1	\$24.59	\$24.59	
9" WHITE DOVE 1/2	1	\$5.69	\$5.69	\$52.05
DIABLO 6" DISC H&L 60G 10PK	2	\$12.97	\$25.94	\$28.08
DECKMATE III, TAN 1-5/8" 1LB	1	\$10.97	\$10.97	
DECKMATE III, 4" TAN SCREW 5LB	1	\$35.57	\$35.57	

MKE SHOCKWAVE 2" T25 5PC	1	\$9.97	\$9.97	
SHOCKWAVE 3-1/2" TORX T25 IMPACT	1	\$7.47	\$7.47	\$69.26
2X6 8' #2 PRIME PT GC WEATHERSHIELD	15	\$7.18	#####	
2X6 10' #2 PRIME PT GC WEATHERSHIELD	6	\$8.98	\$53.88	
4X4 8' #2 PT GC	2	\$8.47	\$16.94	\$193.25
DECKMATE III TAN 3" 1LB	1	\$10.97	\$10.97	
DECKMATE III 4" TAN SCREW 5LB	1	\$35.57	\$35.57	\$50.38
2X6 10FT #2 PRIME PT GC WEATHERSHIE	4	\$8.98	\$35.92	
				\$38.88
DEWALT 1" WOOD CHISEL	1	\$14.97	\$14.97	
DIABLO 7" STEEL DEMON 80G FLAP W/ HU	1	\$14.97	\$14.97	
DIABLO 7" STEEL DEMON 50G FLAP W/ HU	1	\$14.97	\$14.97	\$48.62
BEHR PPI 3050 SG UPW 32OZ	1	\$18.98	\$18.98	
TACK CLOTHS 3PK	1	\$3.28	\$3.28	
9'X12' 0.7MIL PLASTIC DROP CLOTH 6PK	1	\$10.98	\$10.98	
DIABLO 6" ROS H&L 220G 10PK	1	\$12.97	\$12.97	\$50.02
2X6 12FT #2 PRIME PT GC WEATHERSHIE	2	\$10.78	\$21.56	
				\$23.34
2X6 12FT #2 PRIME PT GC WEATHERSHIE	3	\$10.78	\$32.34	
1X4 12FT PT GC WEATHERSHIELD	2	\$8.18	\$16.36	
5 STEP PT GC (2X12) STAIR STRINGER	2	\$19.98	\$39.96	
EMPIRE 200' YELLOW CAUTION TAPE	1	\$6.97	\$6.97	
DECKMATE III 4" TAN SCREW 1LB	1	\$10.97	\$10.97	
T25 STAR DRIVE DECKMATE BITS 2PK	1	\$3.37	\$3.37	
MKE 3LB FIBERGLASS DRILLING HAMMER	1	\$21.97	\$21.97	
MKE 20 OZ SMOOTH FACE HAMMER	1	\$29.97	\$29.97	
EMPIRE 8"X12" STEEL CARPENTER SQUA	1	\$6.47	\$6.47	
LUS 21OZ 2"X10" 18GA DBL SHEAR HANG	2	\$2.79	\$5.58	
2 PACK CHINA MARKER 1 RED AND 1 BLA	1	\$2.28	\$2.28	
N8DHDG 8DX1-1/2" HDG NAILS 1LB BOC	1	\$6.88	\$6.88	\$198.23
DECKMATE III 4" TAN SCREW 1LB	1	\$10.97	\$10.97	
4D 1-1/2" BRIGHT FINISH 6 OZ	1	\$3.48	\$3.48	
UJA1TZ G185 16GA FRAMING ANGLE	1	\$0.80	\$0.80	
UA3TZ G185 18GA FRAMING ANGLE	1	\$1.96	\$1.96	\$18.63
GALLON SD7T00154 GRAY DECK	1	\$53.94	\$53.94	\$58.94
GALLON SD7T00154 GRAY DECK	2	\$53.94	#####	
FRAME 9" HD PRO	1	\$7.79	\$7.79	
4.5 JUMBO-WD 3/8 2PK	1	\$8.19	\$8.19	
9 WHITE DOVE 3/8	1	\$5.49	\$5.49	
MW STAINABLE WOOD FI	1	\$13.29	\$13.29	
12" X 3/4 JUMBO MINI	1	\$7.39	\$7.39	
QUART B49W600 EXTREME BLACK ALK PH	1	\$15.69	\$15.69	\$173.44
DIABLO 3"X18" 36G SANDING BELT 2PK	2	\$8.47	\$16.94	\$18.34
1X4 12FT PT GC WEATHERSHIELD	1	\$8.18	\$8.18	\$8.85
PURDY STANDARD PNT T	1	\$14.27	\$14.27	\$15.45
CRESCENT 18" INDEXING PRY BAR	1	\$27.97	\$27.97	\$30.28
DIABLO 3"X18" 36 GRIT SANDING BELT 5P	1	\$6.99	\$6.99	\$7.57
				\$118.19
				\$108.10
GRAND TOTAL:				\$2,074.90

CONTRACTOR INVOICE

DATE	LOCATION	INVOICE NO.	INVOICE DUE DATE	AMOUNT DUE
01/20/2023	ROANOKE, TX	001	03/3/2023	\$8,918.09

CLIENT

HEY SUGAR CANDY STORE
111 S Oak St, Roanoke, TX 76262
(682) 831-9900

LABOR/SERVICES DESCRIPTION	AMOUNT
Interior paint & caulk: trim, door, bench, counter, 2 walls, ceiling area near bathroom, front and side wooden floor mat entrance, wood panel, shelves	\$750.00
Outdoor signage lights	\$125.00
Back stairs: build, paint and stain	\$550.00
Fix bathroom lock, installation of bathroom dispenser, fix cabinet	\$50.00
Deck: sand, restoration, and stain	\$4,600.00
Outdoor furniture: sand and painted	\$650.00
PARTS / MATERIALS	AMOUNT
Paint, sanding equipment & material (including interior paint)	\$2,074.90
Furniture paint & material	\$118.19

SUBTOTAL: \$8,918.09

SALES TAX:

TOTAL: \$8,918.09

Please make check payable to: REY GARCIA.

THANK YOU!

Roanoke Facade Grant Cost Breakdown

Vendor	Cost	Services
FocalPoint Restorations	\$8,918.09	Sand/Paint Furniture, Stairs and Deck. Replace sign lights
FocalPoint Restorations	\$212.26	Additional Paint Supplies and Labor
FocalPoint Restorations	\$2,354.06	Exterior Building Painting
Champion Lawn and Irrigation	\$1,150.00	Flowerbed cleanout, dead bush removal, install new bushes, in
Total	\$12,634.41	
Dyess Irrigation	\$2,275.00	Irrigation repairs
Total	\$14,909.41	

stall mulch



Estimate #2025

Approved:

Ms. Kacee Sullivan

111 South Oak Street / Roundtop, Texas 76262
6828319900

Sent on:
04/10/2023

Approved on:
04/10/2023

L100025877
Yes

Flowerbed Clean Out

Remove existing mulch, grass and any weeds from the flowerbeds.
Please refer to attached pictures



QTY	UNIT PRICE	TOTAL
1	\$0.00	\$0.00

Bush Removal

Remove existing bushes from the 2 flowerbeds shown in the attached pictures. Do NOT remove the green shrubs that are mature in size.



Black Mulch

Installed in flowerbeds



QTY	UNIT PRICE	TOTAL
1	\$0.00	\$0.00

Complete estimate before optional items

This is an estimate subtotal that includes optional items. Optional items not selected are not included in the total. These are provided based on recommendations and choices for customer to review. Any selections made will automatically be added to the estimate total along with the required deposit.

QTY.	UNIT PRICE	TOTAL
1	\$400.00	\$400.00

Weed barrier - Flowerbeds

Recommending installing weed barrier under the mulch. Will help control moisture and help minimize the growth of weeds and grass in the flowerbeds.



QTY.	UNIT PRICE	TOTAL
1	\$175.00	\$175.00

Buxus Microphylla var. Japonica Wintergreen Korean Boxwood #3

These will be planted in the beds where the other bushes were removed. Our primary focus are the beds along the porch. The remaining bushes will be planted in the garden bed.
Price is based on container size.



#1 Gallon - \$20.00

#3 Gallon - \$25.00

QTY.	UNIT PRICE	TOTAL
30	\$25.00	\$750.00

Subtotal	4 OF 5 ITEMS	\$1,150.00
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Total		\$1,150.00
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This quote is valid for the next 30 days, after which values may be subject to change.

Signature

Date