

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



Carl E. Gierisch, Jr., Mayor

Brian Darby, Councilmember
Hogan Page, Councilmember
David Thompson, Councilmember

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

SEPTEMBER 12, 2023

7:00 PM

500 S. OAK STREET

ROANOKE, TX 76262

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

This item is available for citizens to address the City Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda. In order to provide the highest quality audio, all speakers need to speak at the podium.

D. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on August 21, 2023.
2. Consider approval of Resolution No. 2023-106R approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2023 Rate Review Mechanism Filing.



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

**September 12, 2023
Page 2 of 3**

3. Consider Approval of Interlocal Agreement, Amendment No. 1 between the City of Roanoke and Northwest Independent School District for School Resource Officer Services.
4. Consider approval of an Interlocal Agreement to allow the Roanoke Public Library to participate in Cloud Library
5. Consider approval and commitment of funds totaling \$954,537 for the early procurement of Electrical Switchgear and Emergency Generators.

E. NEW BUSINESS

1. Public hearing regarding property located at 1221 Pine Ridge Road, Meadows of Roanoke, PH I, Block C, Lot 37, to determine whether the property is a public nuisance as set out in Chapter 3, Article 3.1200 of the City of Roanoke Code of Ordinances entitled "Regulations of Dangerous Buildings and Premises."
2. Consideration and action regarding property located at 1221 Pine Ridge Road, Meadows of Roanoke, PH I, Block C, Lot 37, to determine whether the property is a public nuisance as set out in Chapter 3, Article 3.1200 of the City of Roanoke Code of Ordinances entitled "Regulations of Dangerous Buildings and Premises."
3. Consideration and action on approval of Ordinance No. 2023-116 repealing in its entirety Chapter 7, Article 7.800, Section 7.801, entitled "Curfew Hours for Minors".
4. Consideration and action to appoint three (3) members to the Crime Control and Prevention District board for a term ending September 2025.

F. EXECUTIVE SESSION

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

Section 551.087

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

RECONVENE INTO REGULAR SESSION

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



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

**September 12, 2023
Page 3 of 3**

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

Section 551.087

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

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

G. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, September 7, 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. **BRILLE IS NOT AVAILABLE.**

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



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 08/21/2023 - CC Minutes

MEETING DATE: September 12, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on August 21, 2023.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 08-21-2023

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
AUGUST 21, 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 Brundage, Brian Darby, Hogan Page, and David Thompson; City Manager Cody Petree, City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager/Chief of Police Jeriahme Miller, Public Works Director Shawn Wilkinson, Parks and Recreation Director Ray McDonald, Assistant Chief of Police Clint Eustace, Library Director Kelly Holt, Development Services Administrator J.R. Hames, Finance Administrator Rebecca Tambunga, 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

There were no announcements.

C. PUBLIC INPUT

No one wished to speak.

D. PROCLAMATION

1. Mayor Gierisch will read a proclamation declaring September 2023 as Live United Month.



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

**August 21, 2023
Page 2 of 5**

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 August 8, 2023.
2. Consider approval of Resolution No. 2023-105R directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

Motion made by Holly Gray-Moore second by David Thompson to approve Consent Agenda Items 1 and 2.

Motion carried unanimously.

F. NEW BUSINESS

1. Motion made by Holly Gray-Moore second by David Thompson to approve the first and final reading of Ordinance No. 2023-112 adopting the official Operating and Capital Budget, including Roanoke Economic and Industrial Development Corporation Type A Budget for the City of Roanoke for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

Motion carried unanimously.

2. Hold a public hearing to discuss the proposed ad valorem tax rate of \$0.308039 per \$100 of assessed value for the tax year 2023.

Public hearing started at 7:06 p.m.

No one wished to speak.

Public hearing ended at 7:06 p.m.

3. Motion made by Holly Gray-Moore second by David Thompson to that the property tax rate be increased by the adoption of a tax rate of \$0.308039, which is effectively a 9.34% increase in the tax rate, by adopting Ordinance No. 2023-113.

Motion carried unanimously.

4. Motion made by Holly Gray-Moore second by David Brundage to ratify the property tax revenue increase reflected in the FY2023-2024 Budget.

Motion carried unanimously.

5. Motion made by Holly Gray-Moore second by David Brundage to approve Ordinance No. 2023-114 adopting the Tax Roll for 2023.

Motion carried unanimously.



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

**August 21, 2023
Page 3 of 5**

6. Motion made by Hogan Page second by David Thompson to approve a site plan (SP 2023-02) request from Pacheco Koch for a baseball complex, Roanoke Baseball Plex, on an approximate 116 acre parcel, Lot 1, Block 1 Fairway Ranch Addition, Roanoke, Denton County, Texas. The property is generally located at the southeast corner of Cleveland Gibbs Road and Hwy 114.

Motion carried 6-0-1. Mayor Pro Tem Holly Gray-Moore abstained.

7. Motion made by David Thompson second by Holly Gray-Moore to approve a site plan request (SP 2023-04) from Icon Lodging for two hotels, Residence Inn and Home 2 Suites on an approximate 4.521 acres, Lots 1 & 2, Block 1, Roanoke Lodging Addition, an addition of the City of Roanoke, in the Richard Eads survey abstract no. 393, Memphis El Paso and Pacific Railroad Company survey abstract no. 923, and John Bacon survey abstract no. 1565, City of Roanoke, Denton County, Texas. The property is generally located on the south side of Dallas Drive, across from Dorman Rd. The lots are adjacent to the Church of Christ and Cinemark properties.

Motion carried unanimously.

8. Public hearing to consider amending Chapter 12, Article III, Division 13, by amending Section 12.452 of the Code of Ordinances, entitled "Height Regulations" for Business Park Districts by authorizing the maximum height in Business Park Districts to exceed forty feet (40') in height by Specific Use Permit (SUP) Only. (Ordinance No. 2023-108).

Public hearing started at 7:25 p.m.

No one wished to speak.

Public hearing ended at 7:25 p.m.

9. Motion made by Holly Gray-Moore second by David Thompson to approve a text amendment request to consider amending Chapter 12, Article III, Division 13 of the code of ordinances by amending Section 12.452, entitled "Height Regulations" for The BP, Business Park, district by authorizing the maximum height in The BP, Business Park, district to exceed forty feet (40') in height by Specific Use Permit (SUP) only. (Ordinance No. 2023-108)

Motion carried unanimously.

10. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for an approximately 17.122-acre tract of land in the L.H. Dotson Survey, Abstract No. 383, and the Mep & Prr Co. Survey, Abstract Number 923, City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Business Park (BP) District to Business Park – Specific Use Permit District (BP-SUP) to allow a building or accessory structures exceeding forty feet (40'). (Ordinance No. 2023-109 / SUP-2023-02)



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

**August 21, 2023
Page 4 of 5**

Public hearing started at 7:26 p.m.

Sam Ray, with Hillwood Properties gave an overview of the project.

Public hearing ended at 7:27 p.m.

11. Motion made by David Thompson second by Bryan Moyers to approve a Specific Use Permit (SUP 2023-02) for an approximately 17.122-acre tract of land in the L.H. Dotson survey, abstract no. 383, and the MEP & PRR Co. survey, abstract number 923, City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Business Park (BP) District to Business Park – Specific Use Permit District (BP-SUP) to allow a building or accessory structures exceeding the height of forty feet (40'). The property is generally located on the north side of Henrietta Creek Rd., approximately 1/4 mile west of U.S. Hwy 377. The property is behind an existing warehouse with the address of 700-724 Henrietta Creek Rd. (Ordinance No. 2023-109)

Motion carried 6-0-1. Mayor Pro Tem Holly Gray-Moore abstained.

12. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, on approximately 1.00 acres of land located in the M.E.P. & P.R.R. Company Survey, Abstract No. 923, City of Roanoke, Denton county, Texas, and generally located at 105 Dorman street, Roanoke, Texas, by changing the zoning on the approximately 1.00 acres of land from Single Family-7 (SF-7) District to Retail (R) District; prescribing the permissible uses. (Ordinance No. 2023-110)

Public hearing started at 7:29 p.m.

No one wished to speak.

Public hearing ended at 7:29 p.m.

13. Motion made by Holly Gray-Moore second by David Thompson to approve a zoning change request to consider amending the comprehensive zoning ordinance of The City Of Roanoke, Texas, on an approximate 1.00 acre of land located in the M.E.P. & P.R.R. Company Survey, abstract no. 923, City Of Roanoke, Denton County, Texas, by changing the zoning on the approximately 1.00 acres of land from Single Family-7 (Sf-7) District to Retail (R) District; prescribing the permissible uses. The property is generally located on the west side of Dorman Street, at the intersection of Dorman Street and Dallas Drive. (Ordinance No. 2023-110)

Motion carried unanimously.

14. Motion made by Holly Gray-Moore second by David Thompson to appoint Derek Diorio to the Parks and Recreation Board for a term ending October 2024.

Motion carried unanimously.



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

**August 21, 2023
Page 5 of 5**

G. ADJOURNMENT

 Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting
 at 7:30 p.m.
 Motion carried unanimously.

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

April S. Hill, Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2023-106R - Atmos RRM Rate Filing

MEETING DATE: September 12, 2023

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of Resolution No. 2023-106R approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2023 Rate Review Mechanism Filing.

INFORMATION:

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agreed to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company's initial request. This includes payment of ACSC's expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm



AGENDA ITEM

Uri. This was previously approved by the Texas Legislature and Railroad Commission. The Effective Date for new rates is October 1, 2023. ACSC members should take action approving the Resolution/Ordinance before September 30, 2023.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be \$24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$42.62	-
DARR:	\$42.55	(\$0.07)
ATM Cities:	\$44.39	\$1.77



AGENDA ITEM

Environs: \$44.27 \$1.65

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$142 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

CONCLUSION

The Legislature’s GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex’s claim that its historic cost of service should entitle it to recover \$165.9 million in additional system-wide revenues, the RRM settlement at \$142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$142 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2023. New rates become effective October 1, 2023.

STAFF RECOMMENDATION:

Approval of Resolution No. 2023-106R

SPECIAL CONSIDERATION:



AGENDA ITEM

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. RES NO 2023-106R - Atmos Mid-Tex 2023 RRM Settlement Resolution
2. CY22 MTX RRM - Tariffs
3. CY22 MTX RRM - Pension Benchmark
4. CY22 MTX RRM - Average Bill

RESOLUTION NO. 2023-106R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Roanoke, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 1, 2023, Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications; and

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2023 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after September 30, 2023.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 12TH DAY OF SEPTEMBER, 2023.

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.48567 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 72.00 per month
Rider CEE Surcharge	(\$ 0.02) per month ¹
Total Customer Charge	\$ 71.98 per month
Commodity Charge – All Ccf	\$ 0.18280 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu ¹
Next 3,500 MMBtu	\$ 0.5963 per MMBtu ¹
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu ¹

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

¹ The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,434,339	\$ (518,336)	\$ 2,336,419	\$ (2,678,818)	\$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	\$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 506,464		\$ 729,006			\$ 1,235,469
11	Total Post-Employment Benefit Plan		\$ (183,024)		\$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					\$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 506,464	\$ (183,024)	\$ 729,006	\$ (835,840)	\$ 29,471	\$ 246,076

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	Rate R @ 43.6 Ccf				
2	Customer charge	\$ 21.55			
3	Consumption charge 43.6 CCF X \$ 0.36223 =	15.79			
4	Rider GCR Part A 43.6 CCF X \$ 0.63625 =	27.74			
5	Rider GCR Part B 43.6 CCF X \$ 0.41732 =	18.20			
6	Subtotal	\$ 83.28			
7	Rider FF & Rider TAX \$ 83.28 X 0.06237 =	5.19			
8	Total	\$ 88.47			
9					
10	Customer charge		\$ 22.25		
11	Consumption charge 43.6 CCF X \$ 0.48567 =		21.18		
12	Rider GCR Part A 43.6 CCF X \$ 0.63625 =		27.74		
13	Rider GCR Part B 43.6 CCF X \$ 0.41732 =		18.20		
14	Subtotal		\$ 89.37		
15	Rider FF & Rider TAX \$ 89.37 X 0.06237 =		5.57		
16	Total		\$ 94.94	\$ 6.47	7.31%
17					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	Rate C @ 356.6 Ccf				
19	Customer charge	\$ 63.50			
20	Consumption charge 356.6 CCF X \$ 0.14137 =	50.41			
21	Rider GCR Part A 356.6 CCF X \$ 0.63625 =	226.86			
22	Rider GCR Part B 356.6 CCF X \$ 0.30202 =	107.69			
23	Subtotal	\$ 448.46			
24	Rider FF & Rider TAX \$ 448.46 X 0.06237 =	27.97			
25	Total	<u>\$ 476.43</u>			
26					
27	Customer charge		\$ 72.00		
28	Consumption charge 356.6 CCF X \$ 0.18280 =		65.18		
29	Rider GCR Part A 356.6 CCF X \$ 0.63625 =		226.86		
30	Rider GCR Part B 356.6 CCF X \$ 0.30202 =		107.69		
31	Subtotal		\$ 471.73		
32	Rider FF & Rider TAX \$ 471.73 X 0.06237 =		29.42		
33	Total		<u>\$ 501.15</u>	<u>\$ 24.72</u>	<u>5.19%</u>
34					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description							Current	Proposed	Change	
										Amount	Percent
	(a)							(b)	(c)	(d)	(e)
35	<u>Rate I @ 1720 MMBTU</u>										
36	Customer charge							\$ 1,204.50			
37	Consumption charge	1,500	MMBTU	X	\$	0.4939	=	740.85			
38	Consumption charge	220	MMBTU	X	\$	0.3617	=	79.64			
39	Consumption charge	0	MMBTU	X	\$	0.0776	=	-			
40	Rider GCR Part A	1,720	MMBTU	X	\$	6.2134	=	10,688.12			
41	Rider GCR Part B	1,720	MMBTU	X	\$	0.6267	=	1,078.08			
42	Subtotal							\$ 13,791.19			
43	Rider FF & Rider TAX	\$13,791.19		X		0.06237	=	860.17			
44	Total							<u>\$ 14,651.36</u>			
45											
46	Customer charge								\$ 1,382.00		
47	Consumption charge	1,500	MMBTU	X	\$	0.7484	=		1,122.62		
48	Consumption charge	220	MMBTU	X	\$	0.5963	=		131.30		
49	Consumption charge	0	MMBTU	X	\$	0.2693	=		-		
50	Rider GCR Part A	1,720	MMBTU	X	\$	6.2134	=		10,688.12		
51	Rider GCR Part B	1,720	MMBTU	X	\$	0.6267	=		1,078.08		
52	Subtotal								\$ 14,402.12		
53	Rider FF & Rider TAX	\$14,402.12		X		0.06237	=		898.28		
54	Total								<u>\$ 15,300.40</u>	<u>\$ 649.04</u>	<u>4.43%</u>
55											

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
56	Rate T @ 4720 MMBTU				
57	Customer charge	\$ 1,204.50			
58	Consumption charge 1,500 MMBTU X \$ 0.4939 =	740.85			
59	Consumption charge 3,220 MMBTU X \$ 0.3617 =	1,164.50			
60	Consumption charge 0 MMBTU X \$ 0.0776 =	-			
61	Rider GCR Part B 4,720 MMBTU X \$ 0.6267 =	2,957.85			
62	Subtotal	\$ 6,067.70			
63	Rider FF & Rider TAX \$ 6,067.70 X 0.06237 =	378.45			
64	Total	<u>\$ 6,446.15</u>			
65					
66	Customer charge		\$ 1,382.00		
67	Consumption charge 1,500 MMBTU X \$ 0.5684 =		852.60		
68	Consumption charge 3,220 MMBTU X \$ 0.4163 =		1,340.29		
69	Consumption charge 0 MMBTU X \$ 0.0893 =		-		
70	Rider GCR Part B 4,720 MMBTU X \$ 0.6267 =		2,957.85		
71	Subtotal		\$ 6,532.74		
72	Rider FF & Rider TAX \$ 6,532.74 X 0.06237 =		407.45		
73	Total		<u>\$ 6,940.19</u>	<u>\$ 494.04</u>	<u>7.66%</u>



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: ILA Amendment No. 1 - NISD School Resource Officers

MEETING DATE: September 12, 2023

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of Amendment No. 1 to the Interlocal Agreement between the City of Roanoke and Northwest Independent School District for School Resource Officer services.

INFORMATION:

The City of Roanoke has provided a police officer to serve as a School Resource Officer at Byron Nelson High School since 2018. As a result of Amendment No. 1, Northwest ISD will now pay the City for two (2) School Resource Officers, one at Byron Nelson High School and one at James M. Steele Early College High School. This amendment modifies and amends the Interlocal Agreement signed in August 2022 with the following: "The City will provide two (2) fully-qualified, licensed peace officers who will serve as School Resource Officers assigned to the district." For the 2023-24 school year, the District will pay 70% of the officers salaries; an amount not to exceed \$189,285 for the maintenance of two (2) School Resource Officers.

STAFF RECOMMENDATION:

Approve Amendment No. 1 to Interlocal Agreement with Northwest ISD

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The City of Roanoke will pay 30% of the officers' salaries and the District will pay 70%. As a result, the District will pay the City \$189,285 for the maintenance of two (2) School Resource Officers for the 2023-24 school year.

ATTACHMENTS:

1. Amendment #1 - Roanoke SRO MOU 2023-24 (final 08.09.23)



AGENDA ITEM

**Amendment No. 1 to
Interlocal Agreement by and between The City of Roanoke, Texas and
Northwest Independent School District for School Resource Officer Services**

This Amendment modifies and amends the Interlocal Agreement by and between The City of Roanoke, Texas and Northwest Independent School District for School Resource Officer Services ("Agreement"), signed in August 2022. The terms contained in this Amendment are fully incorporated into the Agreement as if stated therein. To the extent the terms of the Agreement conflict with terms of this Amendment, the terms of this amendment shall control.

Term. Pursuant to Section VII of the Agreement, the City and District agree to renew the Agreement for a one-year term, commencing on or about August 1, 2023, and ending on or about July 31, 2024.

City Obligations. Paragraph 2.01 is amended and replaced with the following: "The City will provide two (2) fully-qualified, licensed peace officers who will serve as School Resource Officers assigned to the District."

Funding/Consideration. Paragraph 6.01 is amended and replaced with the following: "In consideration for the services provided under the Agreement, for the 2023-24 school year, the District will pay the City an amount not to exceed **\$189,285** for the maintenance of two (2) School Resource Officers. Pursuant to House Bill 3 and Texas Education Code § 37.0814, this amount does not allow the City to profit under the Agreement."

By signing this Amendment, each party affirms that it has been approved by its respective governing body in a duly called public meeting.

NORTHWEST ISD
P.O. Box 77070
Fort Worth, Texas 76170

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

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA ITEM

TO: City Council Members

SUBJECT: Consider approval of an Interlocal Agreement to allow the Roanoke Public Library to participate in Cloud Library

MEETING DATE: September 12, 2023

DEPARTMENT: Library

ITEM SUMMARY:

The Cloud Library Digital Consortium includes more than 60 Texas public libraries and provides access to more than six million dollars of digital library content, including downloadable e-books and downloadable e-audiobooks. By joining the consortium, the Roanoke Public Library will vastly increase access to digital materials for its users.

INFORMATION:

To meet the rising demand for digital materials by Library users, Library Staff has investigated existing digital consortia to find a group that offers a wide selection, lower cost per circulation, and flexible lending model. The Texas Cloud Link group provides all three--with access to more than 100 times the titles offered in our current lending group, the North Texas Independent Digital Consortium. Membership in this resource sharing group will benefit Roanoke Public Library users and provide a greater return on our collection investment in digital titles.

STAFF RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement, as it will improve library resources in the community.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Expenses pertaining to the adoption, support, maintenance, and continuation of this resource were approved in the operating budget for fiscal year 23/24 and total \$8,400.

ATTACHMENTS:

1. Cloudlibrary Interlocal Agreement, CC app 5_1_17 G7 (1)



AGENDA ITEM

**INTERLOCAL AGREEMENT
FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES**

This Interlocal Agreement ("Agreement") is made and entered into by and among the local governments which have executed it ("Parties"). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the "Act").

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including Bibliotheca cloudLibrary digital resources; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the Bibliotheca cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act;

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
Definitions**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

"Cloud Resources" shall mean all library content provided by the Parties for upload into the Bibliotheca cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

"Coordinating Committee" shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“Library or Libraries” shall mean the library/ies and resources thereof of the Parties.

“Local Government” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II

Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III

Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the Bibliotheca cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.
- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder’s Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.

- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the Bibliotheca cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV

The Coordinating Committee

4.1 Coordinating Committee.

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake

xi. Town of Little Elm

- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
- c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
- d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
- e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
- f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.
- g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V
Termination

5.1 This Agreement may be terminated as follows:

- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The termination of a Party's participation in this Agreement shall not affect the

continuation of this Agreement in full force and effect with respect to the remaining Parties.

- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact Bibliotheca and notify them of the Party's removal.
- c. In the event that the Bibliotheca cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI

Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.
- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. The provisions of this section are solely for

the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- c. *No Waiver of Immunity.* It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII

Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas.

7.3 Legal Construction. In the event that any one or more of the 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 shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

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

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

[SIGNATURE PAGES ATTACHED]

**FIRST AMENDED INTERLOCAL AGREEMENT
FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES**

This Interlocal Agreement (“Agreement”) is made and entered into by and among the local governments which have executed it (“Parties”). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the “Act”).

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including Bibliotheca cloudLibrary digital resources; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the Bibliotheca cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act;

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
Definitions**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“Cloud Resources” shall mean all library content provided by the Parties for upload into the Bibliotheca cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

“Coordinating Committee” shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“Library or Libraries” shall mean the library/ies and resources thereof of the Parties.

“Local Government” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II

Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III

Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the Bibliotheca cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.
- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder’s Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.

- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the Bibliotheca cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV

The Coordinating Committee

4.1 Coordinating Committee.

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake

xi. Town of Little Elm

- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
- c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
- d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
- e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
- f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.
- g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V
Termination

5.1 This Agreement may be terminated as follows:

- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The termination of a Party's participation in this Agreement shall not affect the

continuation of this Agreement in full force and effect with respect to the remaining Parties.

- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact Bibliotheca and notify them of the Party's removal.
- c. In the event that the Bibliotheca cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI

Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.
- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. The provisions of this section are solely for

the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- c. *No Waiver of Immunity.* It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII

Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas, except when state law requires otherwise.

7.3 Legal Construction. In the event that any one or more of the 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 shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, right, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

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

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

[SIGNATURE PAGES ATTACHED]

SECOND AMENDED INTERLOCAL AGREEMENT FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES

This Interlocal Agreement (“Agreement”) is made and entered into by and among the local governments which have executed it (“Parties”). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the “Act”).

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including Bibliotheca cloudLibrary digital resources; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the Bibliotheca cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act;

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I Definitions

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“**Cloud Resources**” shall mean all library content provided by the Parties for upload into the Bibliotheca cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

“**Coordinating Committee**” shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“Library or Libraries” shall mean the library/ies and resources thereof of the Parties.

“Local Government” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II

Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III

Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the Bibliotheca cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.
- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder’s Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.

- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the Bibliotheca cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV

The Coordinating Committee

4.1 Coordinating Committee

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake

- xi. Town of Little Elm
- xii. Bexar County

- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
- c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
- d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
- e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
- f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.
- g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V

Termination

5.1 This Agreement may be terminated as follows:

- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The

termination of a Party's participation in this Agreement shall not affect the continuation of this Agreement in full force and effect with respect to the remaining Parties.

- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact Bibliotheca and notify them of the Party's removal.
- c. In the event that the Bibliotheca cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI

Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.
- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party

individually under Texas law. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- c. *No Waiver of Immunity.* It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII

Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas, except when state law requires otherwise.

7.3 Legal Construction. In the event that any one or more of the 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 shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, right, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

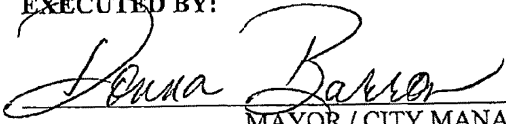
7.11 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect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

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

/SIGNATURE PAGES ATTACHED/

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
LEWISVILLE, DENTON COUNTY, TEXAS, this 1st day of
May, 2017.

EXECUTED BY:


_____, MAYOR / CITY MANAGER

ATTEST:



CITY SECRETARY

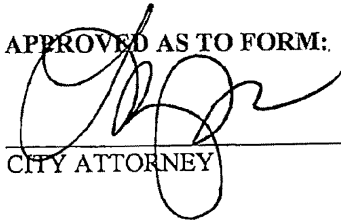
Liaison:

Carolyn Booker
Director of Library Services

Notice to:

Lewisville Public Library
P.O. Box 299002
Lewisville, Texas 75029-9002
Attention: Carolyn Booker
972.219.3571

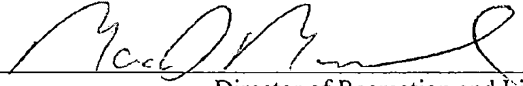
APPROVED AS TO FORM:



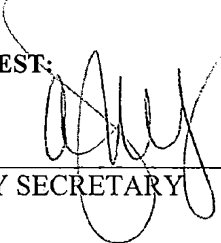
CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
BURLESON, JOHNSON COUNTY, TEXAS, this 29th day of
April, 2017.

EXECUTED BY:


_____, Director of Recreation and Lifelong Learning

ATTEST:



CITY SECRETARY

Liaison:

Sara Miller
Deputy Director

Notice to:

Burleson Public Library
248 SW Johnson Avenue
Burleson, Texas 76028-4296
Attention: Sara Miller
972.426.9203

APPROVED AS TO FORM:

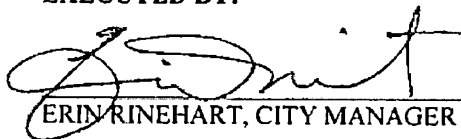
DEPUTY



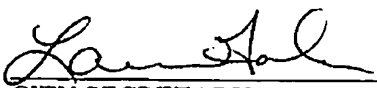
CITY ATTORNEY

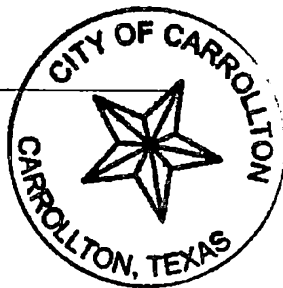
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
CARROLLTON, DALLAS COUNTY, TEXAS, this 2 day of May, 2017.

EXECUTED BY:


ERIN RINEHART, CITY MANAGER

ATTEST:


CITY SECRETARY



Liaison:

Shawna Eikenberry,
Director of Library Services

Notice to:

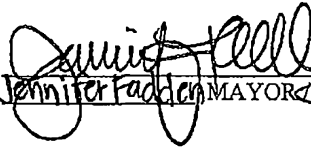
Josey Ranch Lake Library
1700 Keller Springs Road
Carrollton, TX 75006
Attn: Shawna Eikenberry
972.466.3362

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, this 18 day of May, 2017.

EXECUTED BY:



JENNIFER FADDEN MAYOR/CITY MANAGER

ATTEST:



CITY SECRETARY

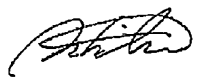
Liaison:

Mary Rodne
Library and Recreation Director

Notice to:

Colleyville Public Library
110 Main Street
Colleyville, TX 76182-2916
Attention: Mary Rodne
817.673.0159

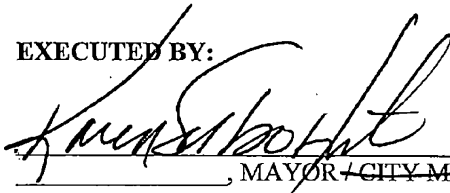
APPROVED AS TO FORM:



CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF COPPELL,
DALLAS COUNTY, TEXAS, this 9th day of May, 2017.

EXECUTED BY:



MAYOR / CITY MANAGER

ATTEST:



CITY SECRETARY

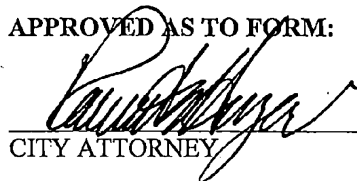
Liaison:

Victoria A. Chiavetta,
Director of Library Services

Notice to:

Cozby Library and Community Commons
177 N. Hartz Rd.
Coppell, TX 75019
Attn: Victoria Chiavetta
972.304.7030

APPROVED AS TO FORM:



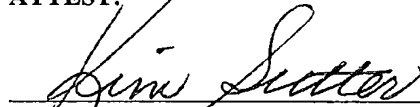
CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF EULESS,
TARRANT COUNTY, TEXAS, this 9 day of May, 2017.

EXECUTED BY:


Loretta Getchell, CITY MANAGER

ATTEST:


Kim Sutter, CITY SECRETARY

Liaison:

Sherry Knight,
Library Administrator

Notice to:

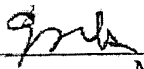
Mary Lib Saleh Euless Public Library
201 North Ector Drive
Euless, Texas 76039
Attn: Sherry Knight
817-685-1482

APPROVED AS TO FORM:

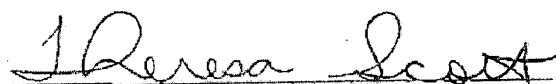

CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, TOWN OF
FLOWER MOUND, Denton COUNTY, TEXAS, this 11th day of May, 2017.

EXECUTED BY:


MAYOR / CITY MANAGER

ATTEST:


CITY SECRETARY

Liaison:

Sue Ridnour
Director of Library Services

Notice to:

Flower Mound Public Library
3030 Broadmoor Lane
Flower Mound, TX 75022
Attn: Sue Ridnour
972.874.6151

APPROVED AS TO FORM:

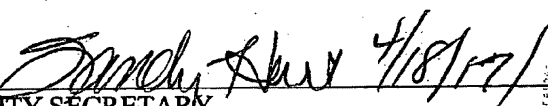

CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
MCKINNEY, COLLIN COUNTY, TEXAS, this 18 day of April, 2017.

EXECUTED BY:


_____, MAYOR / CITY MANAGER

ATTEST:

 4/18/17/

CITY SECRETARY



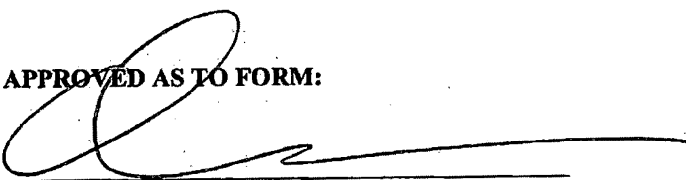
Liaison:

Spencer Smith
Director of Libraries

Notice to:

City of McKinney
101 East Hunt Street
McKinney, TX 75069
Attn: Spencer Smith
972-547-7302

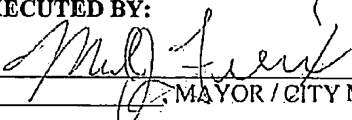
APPROVED AS TO FORM:



CITY ATTORNEY

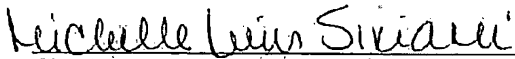
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF SACHSE,
Dallas COUNTY, TEXAS, this 15 day of May, 2017.

EXECUTED BY:



MAYOR / CITY MANAGER

ATTEST:



CITY SECRETARY

Liaison:

Mignon Morse,
Library Manager

Notice to:

Sachse Public Library
3815 Sachse Road Building C
Sachse, TX 75048
Attn: Mignon Morse
972.530.8966

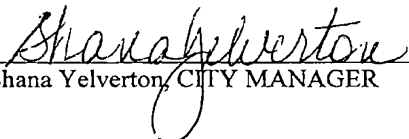
APPROVED AS TO FORM:



CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
SOUTHLAKE, TARRANT COUNTY, TEXAS, this 18 day of April, 2017.

EXECUTED BY:



Shana Yelverton, CITY MANAGER

ATTEST:



CITY SECRETARY



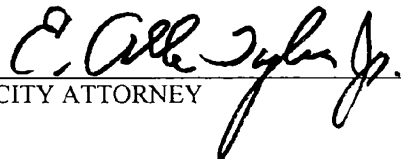
Liaison:

Cynthia A. Pfledderer
City Librarian

Notice to:

Southlake Public Library
1400 Main Street
Suite 130
Southlake, TX 76092
Attn: Cynthia Pfledderer
817.748.8246

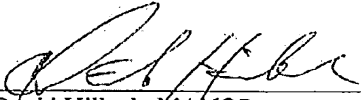
APPROVED AS TO FORM:



CITY ATTORNEY

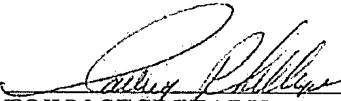
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, TOWN OF LITTLE
ELM, Deaton COUNTY, TEXAS, this 2nd day of May, 2017.

EXECUTED BY:

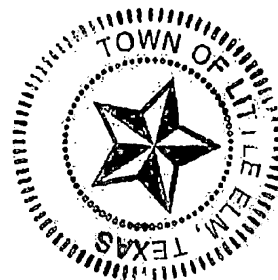


David Hillock, MAYOR

ATTEST:



TOWN SECRETARY



Liaison:

Lynette Roberson
Library Manager

Notice to:

Town of Little Elm Public Library
100 West Eldorado Parkway
Little Elm, TX 75068
Attn: Lynette Roberson
214.975.0435

APPROVED AS TO FORM:

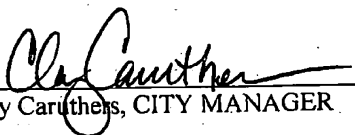


TOWN ATTORNEY

(A4)

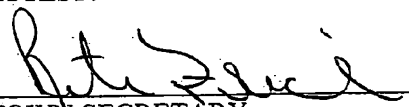
~~APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF HURST,~~
Tarrant COUNTY, TEXAS, this 15 day of June, 2017.

EXECUTED BY:

 (A4)

Clay Caruthers, CITY MANAGER

ATTEST:



TOWN SECRETARY

Liaison:

Jesse Loucks
Library Director

Notice to:

City of Hurst for
Hurst Public Library
901 Precinct Line Rd.
Hurst, TX 76053
Attn: Jesse Loucks
817-788-7300

APPROVED AS TO FORM:



TOWN ATTORNEY

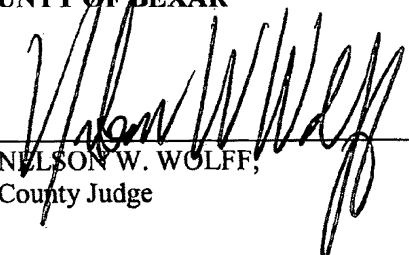
COMMISSIONERS COURT AUTHORIZATION

This Agreement was approved by Order of the Bexar County Commissioners Court dated June 20, 2017 authorizing the County Judge to execute this Agreement on behalf of COUNTY.

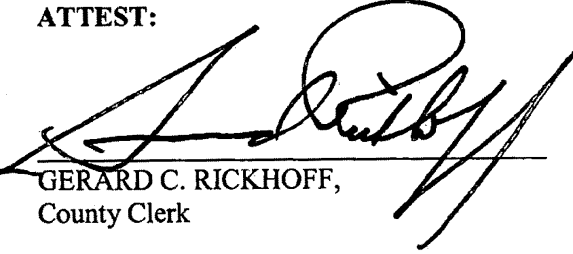
IN WITNESS WHEREOF, this Agreement is executed in duplicate originals effective this 20th day of June, 2017.

COUNTY OF BEXAR

By: _____


NELSON W. WOLFF,
County Judge

ATTEST:


GERARD C. RICKHOFF,
County Clerk

APPROVED AS TO LEGAL FORM:

Criminal District Attorney
County of Bexar, Texas

By: _____

GERARD CALDERON,
Assistant Criminal District Attorney
Civil Section

**APPROVED AS TO FINANCIAL
CONTENT:**

SUSAN YEATTS,

County Auditor

DAVID SMITH,

County Manager

APPROVED:

LAURA COLE

BiblioTech Administrator

Notice to:

Laura Cole

BiblioTech Administer

Paul Elizondo Tower

101 West Nueva, 9th Floor

San Antonio, Texas 78205

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF SEGUIN,
GUADALUPE COUNTY, TEXAS, this 20th day of November, 2017.

EXECUTED BY:



Douglas Faseler, CITY MANAGER

ATTEST:



Naomi Manski, CITY SECRETARY

Liaison:

Jacki Gross
Library Director

Notice to:

Seguin Public Library
313 W. Nolte St.
Seguin, TX 78155
Attn: Jacki Gross
830-401-2466

APPROVED AS TO FORM:

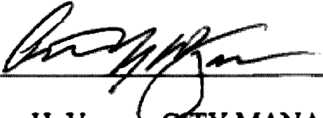


CITY ATTORNEY

APPROVED BY THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, this 13th day of

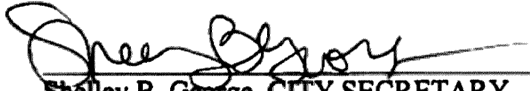
December, 2017.

EXECUTED BY:



Peter H. Vargas, CITY MANAGER

ATTEST:



Shelley B. George, CITY SECRETARY

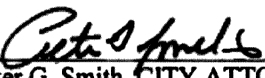
Liaison:

Jeff Timbs,
Library Director

Notice to:

Allen Public Library
300 North Allen Drive
Allen, TX 75013
Attn: Jeff Timbs
214.509.4901

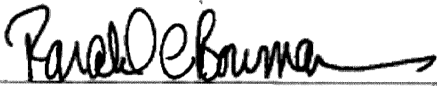
APPROVED AS TO FORM:



Peter G. Smith, CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF Boerne
Kindall COUNTY, TEXAS, this 14th day of December, 2017.

EXECUTED BY:



Ronald C. Bowman, City Manager

ATTEST:



Lori A. Carroll, City Secretary

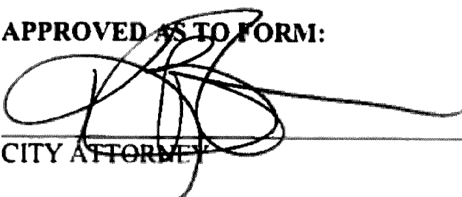
Liaison:

Kelly Skovbjerg
Library Director

Notice to:

Patrick Heath Public Library
PO Box 1677
Boerne, TX 78006
Attn: Kelly Skovbjerg
830-248-1611

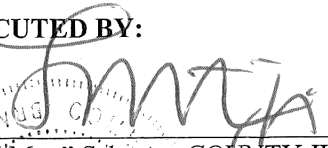
APPROVED AS TO FORM:



CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, Brazoria
COUNTY, TEXAS, this 23rd day of October, 2018.

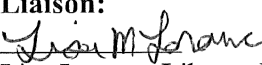
EXECUTED BY:


L.M. "Matt" Sebesta, COUNTY JUDGE

ATTEST:


Joyce Hudman, COUNTY CLERK

Liaison:

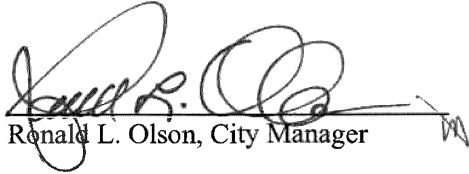

Lisa Loranc, Library Director

Notice to:

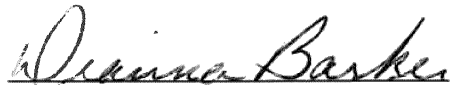
Brazoria County Library
451 N. Velasco
Angleton, TX 77515
Attn: Lisa Loranc
979-864-1509

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
KILLEEN, BELL COUNTY, TEXAS this 8 day of May, 2018.

EXECUTED BY:


Ronald L. Olson, City Manager

ATTEST:

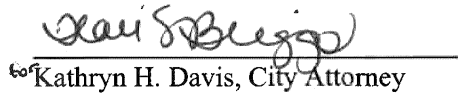

Dianna Barker, City Secretary

Liaison:

Deanna Frazee
Director of Library Services

Notice to:
Killeen City Library System
205 E. Church Ave.
Killeen, Texas 76541-4848
Attention: Deanna Frazee
254.501.8995

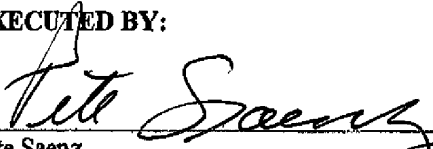
APPROVED AS TO FORM:

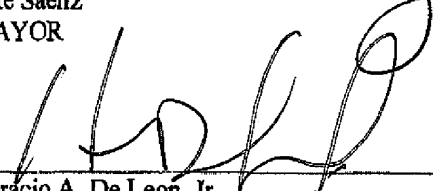

Kathryn H. Davis, City Attorney

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF LAREDO,
WEBB COUNTY, TEXAS, this 23 day of ~~November~~, 2018

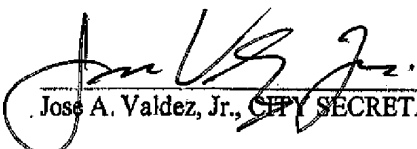
January

EXECUTED BY:


Pete Saenz
MAYOR


Horacio A. De Leon, Jr.
CITY MANAGER

ATTEST:

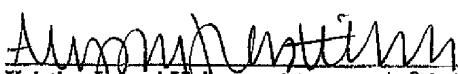

Jose A. Valdez, Jr., CITY SECRETARY

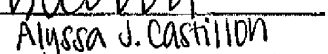
Liaison:
Maria G. Soliz
Library Director

Notice to:
Laredo Public Library
1120 E. Calton Rd.
Laredo, Texas 78041
Attn: Maria G. Soliz
956-795-2400 ext. 2225



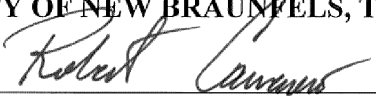
APPROVED AS TO FORM:


for Kristina Laurel Hale
CITY ATTORNEY


Alyssa J. Castillon
Assistant City Attorney

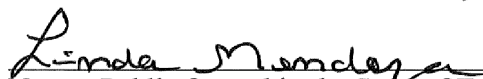
APPROVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS ON
SEPTEMBER 24, 2018.

CITY OF NEW BRAUNFELS, TEXAS


Robert Camareno, City Manager

STATE OF TEXAS
COUNTY OF COMAL

This instrument was acknowledged before me on this 16 day of October, 2018 by Robert Camareno, City Manager of the City of New Braunfels, Texas on behalf of the City.


Notary Public for and in the State of Texas

NOTICE TO

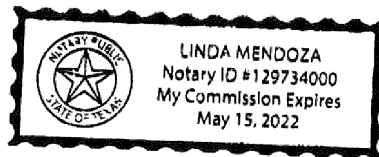
New Braunfels Public Library

700 E. Common Street

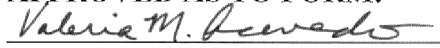
New Braunfels, Texas 78130

Attn: Gretchen Pruett, Library Director

830.221.4300



APPROVED AS TO FORM:


Valeria M. Acevedo

**APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF WACO,
McLENNAN COUNTY, TEXAS, this 7TH day of AUGUST, 2018.**

EXECUTED BY:



Wiley Stem III
CITY MANAGER

ATTEST:



Esmeralda Hudson
CITY SECRETARY



Liaison:

Essy Day
Director, Waco-McLennan County Library

Notice to:

Waco-McLennan County Central Library
1717 Austin Ave.
Waco, TX 76701
Attn: Essy Day
(254) 750-5946

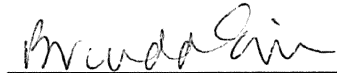
APPROVED AS TO FORM:



Jennifer Richie
CITY ATTORNEY

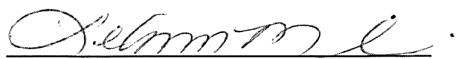
**APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
CEDAR PARK, TEXAS** this 25 day of July, 2019.

EXECUTED BY:



Brenda Eivens, City Manager

ATTEST:



LeAnn Quinn, City Secretary

Liason:

Julia Mitschke

Library Director

Notice to:

Cedar Park Public Library

Attn: Julia Mitschke

550 Discovery Blvd.

Cedar Park, Texas 78613

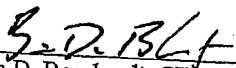
APPROVED AS TO FORM:



Assistant City Attorney

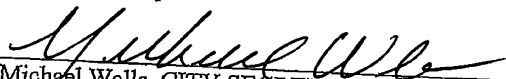
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
BEDFORD, TARRANT COUNTY, TEXAS, this 27 day of November, 2018.

EXECUTED BY:



Brian D. Bosshardt, CITY MANAGER

ATTEST:



Michael Wells, CITY SECRETARY

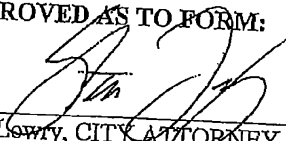
Liaison:

Maria Redburn
Library Director

Notice to:

Bedford Public Library
2424 Forest Ridge Drive
Bedford, TX 76021
Attn: Bedford Public Library
817-952-2350

APPROVED AS TO FORM:



Stan Lowry, CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF Denton,
Denton COUNTY, TEXAS, this November day of November, 2019.

EXECUTED BY:

DocuSigned by:
Todd Hileman
B776C711BA0D454...
TODD HILEMAN, CITY MANAGER

ATTEST:

DocuSigned by:
Rosa Rios
1C5CA8C5E175493...
ROSA RIOS, CITY SECRETARY

Liaison:
Name: Jennifer Bekker
AC51BD7AAC2A448...
Library Director

Notice to:

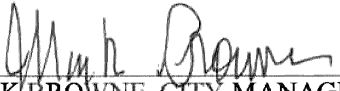
Library Denton Public Library 502 Oakland St. Denton, TX 76201
Address:
Attn (contact name): Jennifer Bekker
Phone Number: (940) 349-8753

APPROVED AS TO FORM:

DocuSigned by:
Mack Peinward
7F9D328BE0204E5...
AARON LEAL, CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS, this 10th Day of DECEMBER 2019.

EXECUTED BY:



MARK BROWNE, CITY MANAGER

ATTEST:



BRENDA DENNIS, CITY SECRETARY

Liaison:

Melissa Uhlhorn
Library Director

Notice to:

Schertz Public Library
798 Schertz Pkwy
Schertz, TX 78154
Attn: Melissa Uhlhorn
210.619.1701

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY:

CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS, this 29th day of May, 2020.

EXECUTED BY:

L L L

Kyle Hayes, CITY MANAGER

ATTEST:

Tina Broussard

Tina Broussard, CITY CLERK

Liaison:

Paul W. Eddy

Library Director

Notice to:

Beaumont Public Library System

801 Pearl Street, Beaumont, Texas 77701

Attn: Paul W. Eddy

409-981-5911

APPROVED AS TO FORM:

[Signature]

CITY ATTORNEY

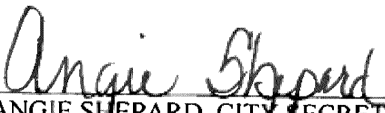
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
LONGVIEW, GREGG COUNTY, TEXAS, this 13TH day of
AUGUST, 2020.

EXECUTED BY:



KEITH BONDS, CITY MANAGER

ATTEST:



ANGIE SHEPARD, CITY SECRETARY

Liaison:

Jennifer Eldridge
Library Manager

Notice to:

Longview Public Library
222 West Cotton Street
Longview, Texas, 75601
Attn: Jennifer Eldridge
903-237-1340

APPROVED AS TO FORM:

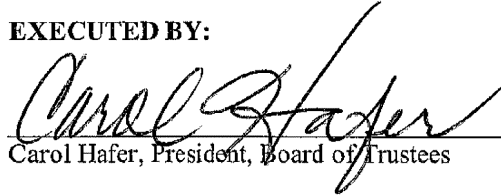


For JIM FINLEY, CITY ATTORNEY

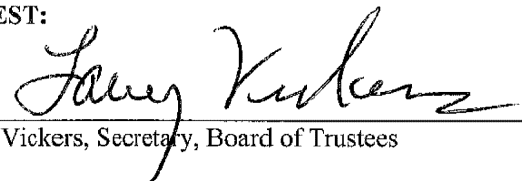


APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, BENBROOK
LIBRARY DISTRICT, TARRANT COUNTY, TEXAS, THIS 24TH DAY OF AUGUST 2020.

EXECUTED BY:


Carol Hafer, President, Board of Trustees

ATTEST:


Larry Vickers, Secretary, Board of Trustees

Liaison:

Steve Clegg, Library Director and Cullen Dansby, Adult Services Librarian

APPROVED BY THE GOVERNING BODY OF THE BULVERDE AREA RURAL LIBRARY
DISTRICT, CITY OF BULVERDE, COMAL COUNTY, TEXAS, this 31 day of
July, 2020.

EXECUTED BY:

Donna Harris
DONNA HARRIS, BARLD PRESIDENT

ATTEST:

Kathleen Banse
KATHLEEN BANSE, BARLD SECRETARY

Liaison:
SUSAN HERR
Library Director

Notice to:
Mammen Family Public Library
131 Bulverde Crossing
Bulverde, TX 78163
Attn: Susan Herr
830.438.4864

APPROVED AS TO FORM:

Kathleen Banse
KATHLEEN BANSE, BARLD SECRETARY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, Westbank
Community Library District, this 23rd day of DECEMBER, 2019.

EXECUTED BY:

Lyle Thormann
Signature

Lyle Thormann
Printed name

President
Title

ATTEST:

Nancy J. Jennings
Signature

NANCY J. JENNINGS
Printed name

SECRETARY
Title

Liaison:

Mary Jo Finch
Library Director

Notice to:

Westbank Community Library District
1309 Westbank Drive
Austin, TX 78746
Attn: Mary Jo Finch
512.327.3045



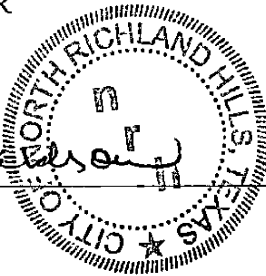
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
NORTH RICHLAND HILLS, TARRANT COUNTY, TEXAS, this 17th day of May,
2020.

EXECUTED BY:

Mark Hindman
MAYOR/CITY MANAGER

ATTEST:

Cecilia Barham
CITY SECRETARY



Liaison:

Cecilia Barham
Director of Library Services

Notice to:

City of North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180
Attn: Cecilia Barham
817-427-6813

APPROVED AS TO FORM:

Michael G. Smith
CITY ATTORNEY

NRH Council Action (Y) / N

Date Approved 4-13-2020

Agenda No. B-8

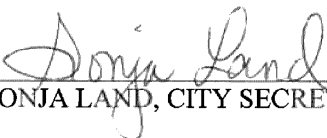
Ord / Res No. _____

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
MESQUITE, DALLAS COUNTY, TEXAS, THIS 18 DAY OF November, 2020.

EXECUTED BY:


CLIFF KEHELEY, CITY MANAGER

ATTEST:


SONJA LAND, CITY SECRETARY

Liaison:

(Virginia Mundt)
Library Director

Notice to:

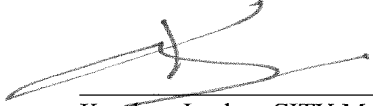
Mesquite Public Library
300 W. Grubb Drive
Attn: Virginia Mundt
972.216.6741

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS, this 24 day of June, 2021.

EXECUTED BY:



Kandace Lesley, CITY MANAGER

ATTEST:



Codi Declambre, CITY SECRETARY

Liaison:

Rachel Hadidi
Library Director

Notice to:

Lake Dallas Public Library
302 S Shady Shores Road
Lake Dallas, TX 75065
Attn: Rachel Hadidi
940-497-3566

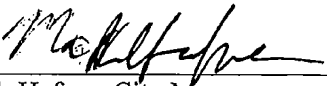
APPROVED AS TO FORM:



Kevin B. Laughlin, CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
KELLER, TARRANT COUNTY, TEXAS, this 3rd day of August, 2021.

EXECUTED BY:


Mark Hafner, City Manager

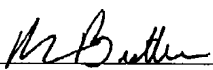
ATTEST:


for Kelly Ballard, City Secretary

Liaison:
Jana Prock
Library Director

Notice to:
Keller Public Library
640 Johnson Road
Keller, Texas 76248
Attn: Jana Prock
(817) 743-4800

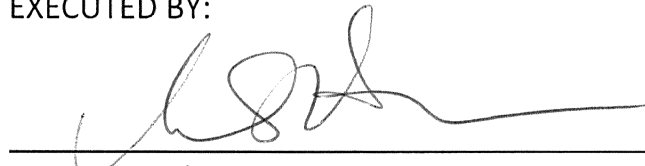
APPROVED AS TO FORM:


L. Stanton Lowry, City Attorney

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTY, CITY OF

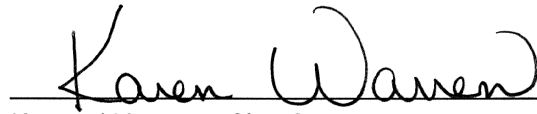
Hillsboro, Hill COUNTY, TEXAS, this 17th day of August, 2021.

EXECUTED BY:



Megan Henderson, City Manager

ATTEST:



Karen Warren, City Secretary

Liaison:

Susan S. Mann
Library Director

Notice to:

Hillsboro City Library
118 South Waco Street
Hillsboro, Texas 76645
254-582-7385

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, COUNTY, TEXAS,
this 23 day of August, 2021.

EXECUTED BY:



Terry Johnson, COUNTY JUDGE

ATTEST:



Alison Haley, COUNTY CLERK

Liaison:
Debbie Garza
Library Director

Matthew Glaser
Head of Electronic Resources

Notice to:
Midland County Public Libraries
301 W Missouri Ave
Midland, TX 79701
Attn: Debbie Garza
432-688-4333

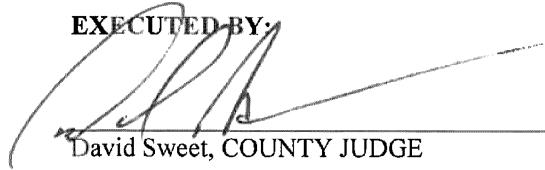
APPROVED AS TO FORM:



COUNTY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, ROCKWALL COUNTY, TEXAS, this 14th day of September, 2021.

EXECUTED BY:



David Sweet, COUNTY JUDGE

Liaison:

Marcine McCulley
Library Director

Notice to:

Rockwall County Library
1215 E. Yellowjacket Ln.
Rockwall, TX 75087
Attn: Marcine McCulley
972-204-7762

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
TERRELL, KAUFMAN COUNTY, TEXAS, this 23 day of September, 2021.

EXECUTED BY:


Mike Sims, CITY MANAGER

ATTEST:


Dawn Steil, CITY SECRETARY

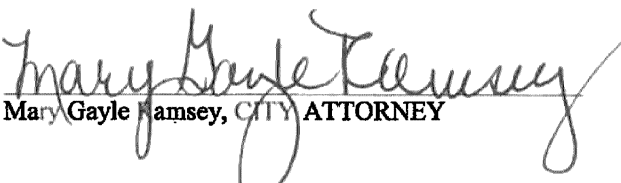
Liaison:

Rebecca Anderson
Library Director

Notice to:

Riter C. Hulsey Public Library
301 N. Rockwall Ave
Terrell, TX 75160
Attn: Rebecca Anderson
972.551.6663

APPROVED AS TO FORM:


Mary Gayle Ramsey, CITY ATTORNEY

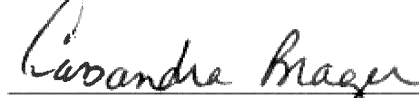
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF Tyler,
Smith _____ COUNTY, TEXAS, this 4 day of October, 2021.

EXECUTED BY:



Edward Broussard, CITY MANAGER

ATTEST:



Cassandra Brager, CITY CLERK



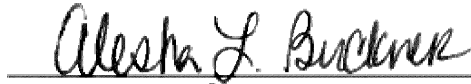
Liaison:

Ashley Taylor
Library Director

Notice to:

Tyler Public Library
201 S. College Ave
Tyler, TX 75702
Attn: (insert liaison name)
903-593-7323

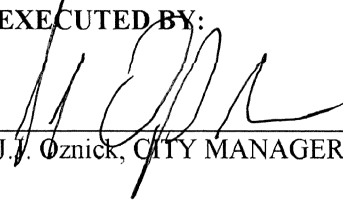
APPROVED AS TO FORM:



CITY ATTORNEY

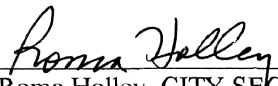
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
EASTLAND, EASTLAND COUNTY, TEXAS, this 20th day of October, 2021.

EXECUTED BY:



J.J. Oznick, CITY MANAGER

ATTEST:



Roma Holley, CITY SECRETARY

Liaison:

Kathy Druesedow
Library Director

Notice to:

Centennial Memorial Library
210 South Lamar
Eastland, Tx 76448
Attn: Kathy Druesedow
254-629-2281

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, COUNTY OF
IRION, TEXAS, this 26 day of October, 2021.

EXECUTED BY:


Molly Criner, COUNTY JUDGE

ATTEST:


Shirley Graham, COUNTY CLERK

Liaison:

Gail McWhorter

Library Director

Notice to:

MB Noelke Jr Memorial Library

PO Box 766

101 S Broadway

Mertzon, TX 76941

Attn: Gail McWhorter

325/835-2704

APPROVED AS TO FORM:


James F. Ridge, COUNTY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, HIDALGO COUNTY LIBRARY SYSTEM, HIDALGO COUNTY, TEXAS, this 2nd day of November, 2021.

EXECUTED BY:

Richard F. Cortez

RICHARD F. CORTEZ, COUNTY JUDGE



Arturo G. Alvarado, Jr.
ARTURO G. ALVARADO, JR., COUNTY CLERK

Liaison:
Kate P. Horan, MLS
HCLS President

Notice to:

McAllen Public Library
4001 N. 23rd Street
McAllen, TX
Attn: Kate P. Horan
956-681-3008

**APPROVED AS TO FORM:
HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE**

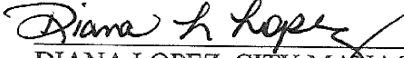
Josephine R. Solis

JOSEPHINE R. SOLIS, ASSISTANT CRIMINAL DISTRICT ATTORNEY

APPROVED BY
COMMISSIONERS COURT
ON: 11/2/21 *cpd*

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
COLEMAN, TEXAS, this 4th day of November, 2021.

EXECUTED BY:



DIANA LOPEZ, CITY MANAGER

ATTEST:



JAMES KING, CITY SECRETARY

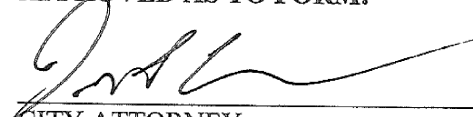
Liaison:

Sue Dossey
Library Director

Notice to:

Coleman Public Library
402 Commercial Ave., Coleman Texas 76834
Attn: Sue Dossey
325-625-3043

APPROVED AS TO FORM:



CITY ATTORNEY
Pat Chesser

**APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF TEMPLE,
BELL COUNTY, TEXAS, THIS 4TH DAY OF NOVEMBER 2021 (Resolution 2021-0347-R).**

EXECUTED BY:

DocuSigned by:

DocuSigned by:

Brynn Myers

E37CE5415DD84F8...



BRYNN MYERS, CITY MANAGER

ATTEST:

DocuSigned by:

Jana Lewellen

BEC0ECD886A84BA...

JANA LEWELLEN, CITY SECRETARY

LIASION:

Natalie McAdams

Director, Temple Public Library

NOTICE TO:

Temple Public Library

100 West Adams Avenue

Temple TX 76501

ATTN: Natalie McAdams

nmcadams@templetx.gov

(254) 298-5707

APPROVED AS TO FORM:

DocuSigned by:

Charles R. Thomas

A2711B6632734E2...

BY:

CITY ATTORNEY'S OFFICE

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, TOWN OF
Ozona, Crockett COUNTY, TEXAS, this 8 day of October, 2021.
November

EXECUTED BY:

Fred Deaton
Fred Deaton, COUNTY JUDGE

ATTEST:

Mary Ortiz
Mary Ortiz, LIBRARY BOARD PRESIDENT

Liaison:

Jennifer Holmsley
Library Director

Notice to:

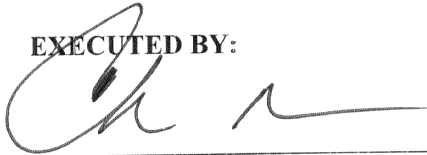
Crockett County Public Library
PO BOX 3030
1201 Avenue G
Ozona, TX 76943
Attn: Jennifer Holmsley
325.392.3565

APPROVED AS TO FORM:

Jody K. Ghorm
COUNTY ATTORNEY

**APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY,
CITY OF Clyde, Callahan COUNTY, TEXAS, this 16th day of November,
2021.**

EXECUTED BY:



Christopher McGuire, CITY ADMINSTRATOR

ATTEST:



Connie Thornton, CITY SECRETARY

Liaison:

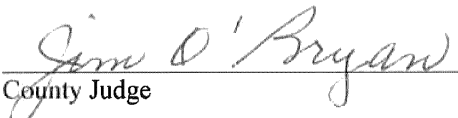
Linda Cavanaugh
Library Director

Notice to:

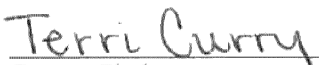
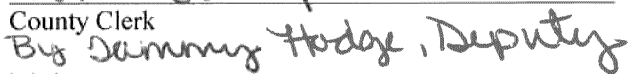
Clyde Public Library
125 Oak Street
P.O. Box 1779
Clyde, TX.79510
Attn: Linda Cavanaugh
325.893.5315

**APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF Big Lake,
Reagan COUNTY, TEXAS, this 22 day of November, 2021.**

EXECUTED BY:


County Judge

ATTEST:


County Clerk
 Deputy

Liaison:

Rosa Ramirez
Library Director

Notice to:

Reagan County Library
300 Courthouse Square
Big Lake, TX 76932
Attn: Rosa Ramirez
325-884-2854

APPROVED AS TO FORM:


County ATTORNEY

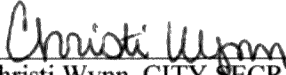
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF BROWNWOOD, BROWN COUNTY, TEXAS, this 23rd day of November, 2021.

EXECUTED BY:



Emily Crawford, CITY MANAGER

ATTEST:



Christi Wynn, CITY SECRETARY

Liaison:

Becky Isbell
Library Director

Notice to:

Brownwood Public Library
600 Carnegie St.
Brownwood, TX 76801
Attn: Becky Isbell
(325) 646-5800

APPROVED AS TO FORM:



CITY ATTORNEY

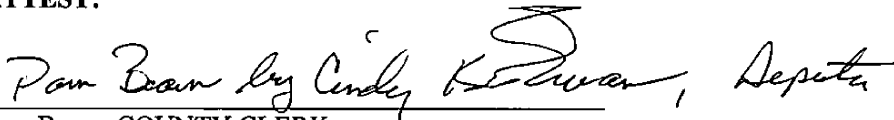
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, COUNTY OF MASON, TEXAS, this 2 day of December, 2021.

EXECUTED BY:



Jerry Bearden, COUNTY JUDGE

ATTEST:



Pam Beam, COUNTY CLERK

Liaison:

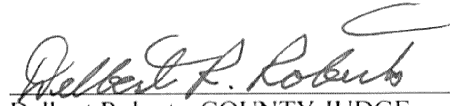
Cristi Slocum
Library Director

Notice to:

Mason County M. Beven Eckert Memorial Library
410 Post Hill Street
Mason, TX 76856
Attn: Cristi Slocum
325-347-5446

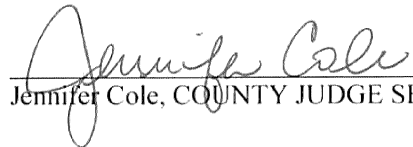
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
JUNCTION, KIMBLE COUNTY, TEXAS, this 6th day of December, 2021.

EXECUTED BY:



Delbert Roberts, COUNTY JUDGE

ATTEST:



Jennifer Cole, COUNTY JUDGE SECRETARY

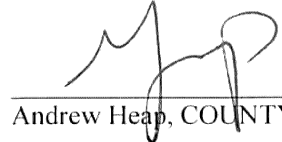
Liaison:

Andrew Helton
Library Director

Notice to:

Kimble County Library
208 N 10th
Junction, Texas 76849
Attn: Andrew Helton
3252-446-2342

APPROVED AS TO FORM:



Andrew Heap, COUNTY ATTORNEY

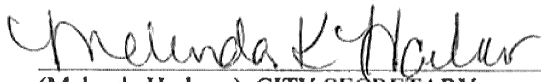
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF De Leon,
Comanche COUNTY, TEXAS, this 13 day of December, 2021.

EXECUTED BY:



(David Denman), CITY MANAGER

ATTEST:



(Melinda Harbour), CITY SECRETARY

Liaison:

Rebecca Hurteau
Library Director

Notice to:

De Leon City County Library
125 E. Reynosa
De Leon, TX 76444
Attn: Rebecca Hurteau
254-893-2417

APPROVED AS TO FORM:



CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
Sweetwater, Nolan COUNTY, TEXAS, THIS 15th day of
December, 2021.

EXECUTED BY:



DAVID VELA, CITY MANAGER

ATTEST:



PATTY TORRES, CITY SECRETARY

Liaison:

Erica Caballero
Library Director

Notice to:

County-City Library
206 Elm Street
Sweetwater, TX 79556

Attn: Erica Caballero
325-235-4978

APPROVED AS TO FORM:



CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF Cross
Plains, TX, Callahan COUNTY, TEXAS, this 6 day of January, 2022.

EXECUTED BY:

Debbie Gosnell / Debbie Gosnell
(insert typed name), CITY MANAGER

ATTEST:

(N/A) / Debra Torrey
(insert typed name), CITY SECRETARY

Liaison:

Debbie Box
Library Director

Notice to:

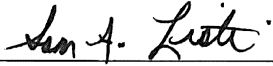
Cross Plains Public Library
P.O. Box 333
Cross Plains, TX
Attn: Debbie Box
254-725-7722

APPROVED AS TO FORM:

Debbie Gosnell
CITY MANAGER

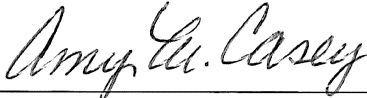
**APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF BELTON,
BELL COUNTY, TEXAS**, this 11th day of January, 2022.

EXECUTED BY:



Sam A. Listi, CITY MANAGER

ATTEST:



Amy M. Casey, CITY CLERK

Liaison:

Kim Adele Kroll
Library Director

Notice to:

Lena Armstrong Public Library
301 East 1st Avenue
Belton, TX 76513
Attn: Kim Adele Kroll
254-933-5832

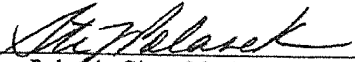
APPROVED AS TO FORM:



John Messer, CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
CLEBURNE, JOHNSON COUNTY, TEXAS, this 25th day of January, 2022.

EXECUTED BY:



Steve Polasek, City of Cleburne, CITY MANAGER

ATTEST:

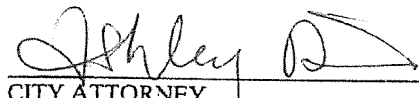


Ivy Peterson, CITY SECRETARY

Liaison:
Tina Dunham
Library Director

Notice to:
Cleburne Public Library
302 W. Henderson St.
Cleburne, TX 76033
Attn: Tina Dunham
817.645.0934

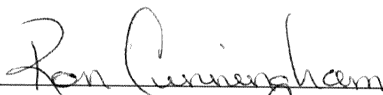
APPROVED AS TO FORM:



CITY ATTORNEY

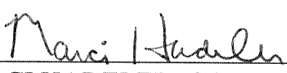
APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, COUNTY OF LLANO, LLANO, TEXAS, this 14 day of March, 2022.

EXECUTED BY:



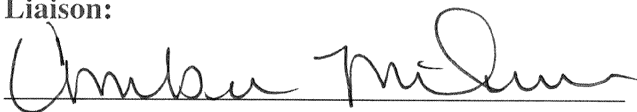
RON CUNNINGHAM, COUNTY JUDGE

ATTEST:



MARCI HADELER, COUNT CLERK

Liaison:

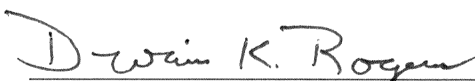


AMBER MILUM, Library Director

Notice to:

Llano County Library System
102 E. Haynie St
Llano, Texas 78643
Attn: Llano County Library Advisory Board
325.247.5248

APPROVED AS TO FORM:



DWIN ROGER, LLANO COUNTY ATTORNEY

Inter-local agreement for Cloud Library

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, Stonewall COUNTY, TEXAS, this 17th day of March, 2022.

EXECUTED BY:



Ronnie Moorhead, County Judge

Liaison:

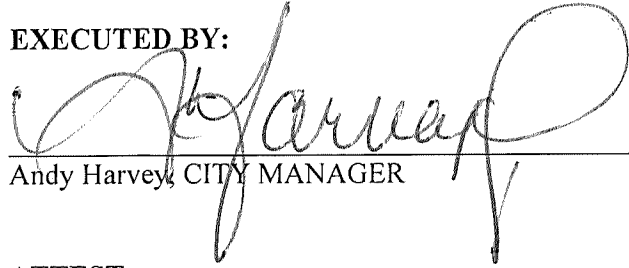
Kathy Boyles
Library Director

Notice to:

Stonewall County Library
Box H
Aspermont, TX 79502
940-989-2730

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
PHARR __, HIDALGO COUNTY, TEXAS, this __15th__ day of __August__, 2022.

EXECUTED BY:



Andy Harvey, CITY MANAGER

ATTEST:



Hilda Pedraza, CITY SECRETARY

Liaison:

Adolfo Garcia
Library Director

APPROVED BY
CITY COMMISSION
ON: 08/15/2022

Notice to:

Pharr Memorial Library
121 E Cherokee
Pharr Texas 78577
Attn: Adolfo Garcia
956-402-4650

APPROVED AS TO FORM:



CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, EL PASO COUNTY, TEXAS, this 22nd day of August, 2022

EXECUTED BY:



Ricardo A. Samaniego, COUNTY JUDGE

ATTEST:



Delia Briones, COUNTY CLERK

Liaison:

Priscilla Moreno
Digital Services Librarian
Community Services Department

Notice to:

El Paso County Digital Library
15371 Kentwood Ave.
El Paso, Texas 79928
Attn: Priscilla Moreno
915.775.2799

APPROVED AS TO FORM:



COUNTY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
COLORADO CITY, MITCHELL COUNTY, TEXAS, this 12th day of September, 2022

EXECUTED BY:



Mark Merrell, COUNTY JUDGE

ATTEST:



Carla Kern, COUNTY CLERK



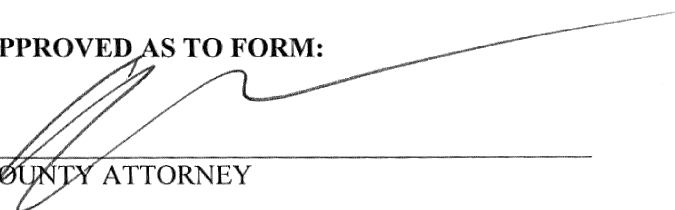
Liaison:

Kalea Dean
Library Director

Notice to:

Lewisville Public Library
1197 W. Main St.
Lewisville TX, 75067
Attn: Kalea Dean
972-219-3571

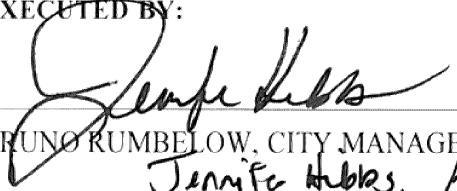
APPROVED AS TO FORM:



COUNTY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY,
CITY OF GRAPEVINE, TEXAS, this 6th day of September 2022.

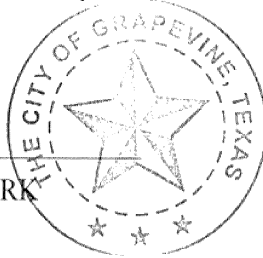
EXECUTED BY:


BRUNO RUMBLOW, CITY MANAGER

Jennifer Hubbs, Asst City Mgr

ATTEST:


TARA BROOKS, CITY CLERK



Liaison:

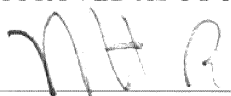
Chad Hetterley
Acting Library Director

Notice to:

Grapevine Public Library
1201 Municipal Way
Grapevine TX 76051

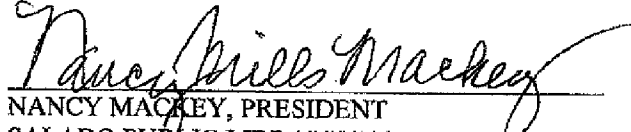
Attn: Chad Hetterley
817-410-3415

APPROVED AS TO FORM:


MATTHEW BOYLE, CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, SALADO PUBLIC
LIBRARY DISTRICT, BELL COUNTY, TEXAS, this 26 day of September, 2022.

EXECUTED BY:



NANCY MACKEY, PRESIDENT
SALADO PUBLIC LIBRARY DISTRICT BOARD OF TRUSTEES

ATTEST:



BARBARA MORRIS, SECRETARY
SALADO PUBLIC LIBRARY DISTRICT BOARD OF TRUSTEES

Liaison:

Jeanie Lively
Library Director

Notice to:

Salado Public Library
PO Box 1178
Salado, Texas 76571
Attn: Jeanie Lively
254.947.9191

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY,
CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS this
27th day of September, 2022.

EXECUTED BY:


Peter Zanol, City Manager

ATTEST:


Rebecca Huerta, City Secretary

Res. 032876 AUTHORIZED
BY COUNCIL 9-20-2022
RH/SB
SECRETARY

LIAISON:

Laura Z. Garcia
Director of Library Services

NOTICE TO:

Corpus Christi Public Libraries
805 Comanche
Corpus Christi, Texas 78401
Attention: Laura Z. Garcia
361-826-7070

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF DICKINSON, TX COUNTY, TEXAS, this 17th day of November 2022.

EXECUTED BY:



THEO MELANCON, CITY MANAGER

ATTEST:



ANA URPS, CITY SECRETARY

Liaison:

JULIANNE LANE
Library Director

Notice to:

Dickinson Public Library
4411 Highway 3
Dickinson, TX 77539
Attn: Julianne Lane
281-534-3812

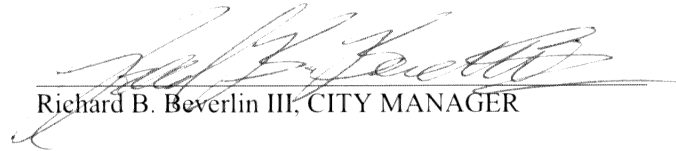
APPROVED AS TO FORM:



CITY ATTORNEY

**APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF
LEANDER, WILLIAMSON COUNTY, TEXAS, this 15th day of DECEMBER, 2022.**

EXECUTED BY:


Richard B. Beverlin III, CITY MANAGER

ATTEST:


Dara Crabtree, CITY SECRETARY

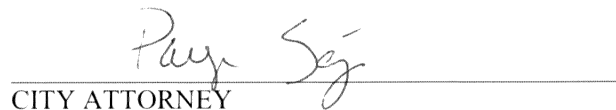
Liaison:

Peggy Parrish
Library Director

Notice to:

Leander Public Library
1011 South Bagdad Road
Leander, TX 78641
Attn: Peggy Parrish
512-259-5259

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF ROWLETT, DALLAS COUNTY, TEXAS, this 4 day of May, 2023.

EXECUTED BY:



BRIAN FUNDERBURK, CITY MANAGER

ATTEST:



LAURA HALLMARK, CITY SECRETARY

Liaison:

Laura Tschoerner
Library Director

Notice to:

Rowlett Public Library
3900 Main Street, Suite 200
Rowlett, Texas 750888
Attn: Laura Tschoerner
972-412-6159

APPROVED AS TO FORM:



CITY ATTORNEY

MEMORANDUM

TO: Julie Worster, City Secretary

FROM: Carolyn Booker, Director of Library Services

DATE: January 28, 2022

COUNCIL MEETING: November 15, 2021

ITEM NO.: H4

SUBJECT: Approval of an Interlocal Cooperation Agreement for Library Services with Denton County and Authorization for the City Manager to Execute the Agreement.

Attached is the "Official File Copy" that I received back from the Denton County Commissioners Court to be scanned to Laserfiche for our records.

Thank you.

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

LEWISVILLE PUBLIC LIBRARY

**INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES**

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Lewisville, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2021.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2021, through September 30, 2022.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall ensure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate Director of Library Services to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to ensure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. Director of Library Services shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY**.

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall ensure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

*To the fullest extent permitted by law, the **MUNICIPALITY** agrees to hold harmless and indemnify the **COUNTY** from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the **MUNICIPALITY**, its officers, agents or employees.*

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is:

Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is:

Lewisville Public Library
c/o The City of Lewisville, Texas
P.O. Box 299002
Lewisville, Texas 75029-9002
Attention: Director of Library Services
Telephone: 972-219-3570

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **EIGHTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$83,200.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2021. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A."

Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography.

The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2021.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

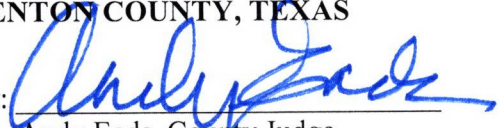
In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

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 orders or resolutions extending said authority have been duly passed and are now in full force and effect.

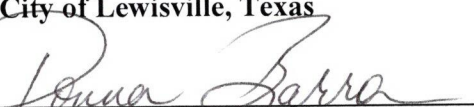
EXECUTED this 15th day of Nov., 2021.

DENTON COUNTY, TEXAS

By: 

Andy Eads, County Judge
Denton County, Texas

The City of Lewisville, Texas

By: 

Name: Donna Barron
Title: City Manager

ATTEST:

By: 

Denton County Clerk

ATTEST:

By: 

City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 83,200.00 to accomplish and pay the obligation of Denton County under this Agreement.

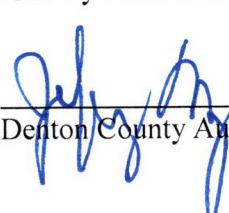

Denton County Auditor

EXHIBIT A

DENTON COUNTY LIBRARY'S FUNDING Approved (2021-2022)

Changes made during Budget Workshops

PER CAPITA: \$ 0.338302
MATCHING: \$ 10,000.00

DENTON COUNTY POPULATION:
POPULATION OF CITIES WITH LIBRARIES
REMAINING POPULATION

933,228
411,521
521,707

	TOTAL	CITY	COUNTY	PER CAPITA	MATCHING	TOTAL	ROUNDED
LIBRARY	POP	POP	allocation	ALLOCATION	FUNDS		
AUBREY	39,890	17,590	22,300	\$ 13,495	\$ 10,000	\$ 23,495	\$ 23,500
CARROLLTON	193,904	85,505	108,399	\$ 65,598	\$ -	\$ 65,598	\$ 65,600
FLOWER MOUND	178,071	78,523	99,548	\$ 60,242	\$ -	\$ 60,242	\$ 60,300
JUSTIN	12,359	5,450	6,909	\$ 4,181	\$ 10,000	\$ 14,181	\$ 14,200
KRUM	12,699	5,600	7,099	\$ 4,296	\$ 10,000	\$ 14,296	\$ 14,300
LEWISVILLE	245,899	108,433	137,466	\$ 83,188	\$ -	\$ 83,188	\$ 83,200
LITTLE ELM	110,916	48,910	62,006	\$ 37,523	\$ 10,000	\$ 47,523	\$ 47,600
PILOT POINT	10,205	4,500	5,705	\$ 3,452	\$ 10,000	\$ 13,452	\$ 13,500
PONDER	-	-	-	\$ -		\$ -	\$ -
SANGER	21,861	9,640	12,221	\$ 7,396	\$ 10,000	\$ 17,396	\$ 17,400
THE COLONY	107,423	47,370	60,053	\$ 36,342	\$ 10,000	\$ 46,342	\$ 46,400
TOTAL	933,227	411,521	521,707	\$ 315,713	\$ 70,000	\$ 385,713	\$ 386,000

Aubrey Population:	
Aubrey	6,210
Crossroads	2,530
Krugerville	1,940
Providence	6,910
Total	17,590
Ponder Population:	-
Dish (Interlocal Agreement	-
Total	-



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Consider approval and commitment of funds totaling \$954,537 for the early procurement of Electrical Switchgear and Emergency Generators.

MEETING DATE: September 12, 2023

DEPARTMENT: Police

ITEM SUMMARY:

The current construction market for procurement and production of Electrical Switchgear and Emergency Generators for large projects is ranging anywhere from 40 weeks to 90 weeks. Thus, as part of a proactive risk management strategy, Sedalco Construction is recommending the early procurement of these items to allow a normal construction period to be realized for our project.

The approval and commitment of these funds totaling \$954,537 is merely to allow Sedalco to execute a contract with the selected Trade Contractor, followed by the preparation of shop drawings / submittals, and ultimately to establish our place in the production queue for this equipment.

The only monies that will be initially drawn out of this amount is approximately \$25,000 - \$30,000 for the efforts involved in the Submittal process. Otherwise, no monies will be requested until the equipment arrives on our project site and is installed – an estimated August - September 2024 time frame.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The only monies that will be initially drawn from the \$954,537 are approximately \$25,000 - \$30,000 for the efforts involved in the Submittal process. Otherwise, no monies will



AGENDA ITEM

be requested until the equipment arrives on our project site and is installed – an estimated August - September 2024 time frame.

ATTACHMENTS:

1. City Of Roanoke - GMP Ammendment - Early Out Package R1

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 6th day of September in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 11th day of January in the year 2023 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Roanoke Police & Municipal Court
Park & Fairway Drive
Roanoke, Texas 76262

THE OWNER:

(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

SEDALCO, INC.
4100 Fossil Creek Boulevard
Fort Worth, Texas 76137

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Nine Hundred Forty Five Thousand Five Hundred Thirty Seven Dollars (\$ 945,537.00),

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to Exhibit A.1

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

9/13/2023

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

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User Notes:

(1331064153)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

N/A – Procurement Only

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A133-2019	Standard Form of Agreement Between Owner & Construction Manager as Constructor	1/11/2023	102
A201-2017	General Conditions of the Contract for Construction	1/11/2023	76

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit A.3 Drawing Log and Specifications

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit A.3 Drawing Log and Specifications

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

Init.

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
------	-------

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Refer to Exhibit A.2

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jeriahme Miller Police Chief
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Russ Garrison President/CEO
(Printed name and title)

Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:15:54 ET on 09/05/2023.

PAGE 1

This Amendment dated the 6th day of September in the year ~~2023~~, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 11th day of January in the year 2023 (the "Agreement")

...

Roanoke Police & Municipal Court
Park & Fairway Drive
Roanoke, Texas 76262

...

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

...

SEDALCO, INC.
4100 Fossil Creek Boulevard
Fort Worth, Texas 76137

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Nine Hundred Forty Five Thousand Five Hundred Thirty Seven Dollars (\$ 945,537.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Refer to Exhibit A.1

...

N/A

...

N/A

...

N/A

...

[☒] Established as follows:

...

9/13/2023

PAGE 3

N/A – Procurement Only

...

<u>A133-2019</u>	<u>Standard Form of Agreement Between Owner & Construction Manager as Constructor</u>	<u>1/11/2023</u>	<u>102</u>
<u>A201-2017</u>	<u>General Conditions of the Contract for Construction</u>	<u>1/11/2023</u>	<u>76</u>

...

Refer to Exhibit A.3 Drawing Log and Specifications

...

Refer to Exhibit A.3 Drawing Log and Specifications

PAGE 4

Refer to Exhibit A.2

...

Jeriahme Miller Police Chief

Russ Garrison President/CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jacquelyn D. Allen, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:15:54 ET on 09/05/2023 under Order No. 3104237380 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A.1



PROJECT:		Roanoke Police & Courts - Early Electrical Package		Bid Date	08/25/23	Liq Damages =	\$ -	6-Sep-23		
LOCATION:		Roanoke, Texas		Bid Time	2:00:00 PM	Minority Goal =	N/A	7:11 AM		
ARCHITECT:		GFF & FGMA		Project Duration	20.00	Months	\$1,000,000	Projected Project Value		
OWNER:		City of Roanoke		Project Size	63,000	SF				
Row	Spec	DESCRIPTION	ADJUST	SCOPED	SUB/MATL	TOTAL	VENDOR	% of Total	\$/sf	
8										
9	013100	Project Management Coordination			473	473		0.05%	0.01	
10	262213	Low Voltage Transformers			w/ switchboards	-		0.00%	0.00	
11	262413	Switchboards			858,220	858,220		90.77%	13.62	
12	262416	Panelboards			w/ switchboards	-		0.00%	0.00	
13	263213.13	Diesel Emergency Engine Generators			w/ switchboards	-		0.00%	0.00	
14	263353	Static Uninterruptible Power Supply			w/ switchboards	-		0.00%	0.00	
15	263600	Transfer Switches			w/ switchboards	-		0.00%	0.00	
16						-		0.00%	0.00	
17						-		0.00%	0.00	
18	TOTAL DIRECT COST		0	0	858,693	858,693		90.82%	13.63	
19	GENERAL CONDITIONS		14,375	3,280		17,655		1.87%	0.28	
20	GENERAL REQUIREMENTS		0	0		0		0.00%	0.00	
21	SUBTOTAL		14,375	3,280	858,693	876,348		92.68%	13.91	
22	01910	SUBCONTRACTOR BONDS (SDI)	CMAR		0.01438	12,348		1.31%	0.20	
23	01001	OPS / SAFETY MANAGEMENT SERVICES			0.00280	2,648		0.28%	0.04	
25	01920	GENERAL/EXCESS LIABILITY INSURANCE			0.00390	3,688		0.39%	0.06	
26	01930	BUILDER'S RISK INSURANCE				0		0.00%	0.00	
27	01850	TEXO / AGC FEE				1,461		0.15%	0.02	
28	01810	BUILDING PERMIT	-Based on City of Roanoke		NEW		N/A - Waived by Owner	0.00%	0.00	
	TRANSPORTATION OR OTHER IMPACT FEES					0		0.00%	0.00	
30	01900	CONTRACTOR'S PMT/PERF BONDS	CMAR			13,992		1.48%	0.22	
31	OWNERS CONTINGENCY				0.00%	0		0.00%	0.00	
32	CONTRACTORS CONTINGENCY				0.00%	0		0.00%	0.00	
33	SUBTOTAL					910,483		96.29%	14.45	
34	OVERHEAD & PROFIT (FEE)				Percentage >	3.85%	35,054		3.71%	0.56
35	TOTAL COST					945,537		100.00%	15.01	
								0.00%	0.00	
BID AMOUNT						945,537		100.00%	15.01	

Exhibit A.2

Initial Guaranteed Maximum Price Proposal Clarifications and Assumptions

Our GMP Estimate is based on the plans and specifications itemized in the List of Contract Documents, and the following clarifications:

- 1.01 The GMP does not include revisions which may result from ongoing permit review by the City or other authorities having jurisdiction. Any cost impact related to changes or revisions will be addressed in forthcoming GMP.
- 1.02 We have EXCLUDED the following items, based on our understanding that the Owner has obtained appropriate exemptions, or has made provisions to include allowances for each in the overall project budget:
 - a. Sales Tax for permanently incorporated materials, equipment, and labor to install such items. We understand the Owner has tax-exempt status.
 - b. Certified payroll requirements.
 - c. All permit, municipal, meter and impact fees and TxDOT permit fees. This has been waived by the Owner (city of Roanoke, TX)
 - d. Excludes piers or foundations for the Generator. This will be included in the future Main Building Package.
 - e. Excludes any Expediting Fee's. Based on the information provided the material lead times align with the anticipated construction schedule for the future Main Building Package.
- 1.03 The following items have been furthered clarified to be included in the overall scope of the project:
 - a. We have included the costs for a CAT Docking Station to match the CAT Generator.
 - b. This GMP includes the furnishing of the Electrical Switch Board, Panelboards, UPS, Generator, Docking Station and ATS only. Labor and/or installation is excluded and will be addressed in the future Main Building Package.
 - c. We have assumed a material lead time of 53 weeks from the date of submittal approval for the Electrical Switch Board.
 - d. We have assumed a material lead time of 53 weeks from the date of submittal approval for the Electrical Panel Boards.
 - e. We have assumed a material lead time of 62 from the date of submittal approval weeks for the Emergency Generator.
 - f. We have assumed a material lead time of 20 weeks from the date of submittal approval for the Electrical Transformers.
- 1.04 We assume forthcoming 100% bid documents and establishment of overall project GMP for construction is expected December 2023 or January 2024.

Roanoke Police Department & Municipal Courts
Early Out Electrical Package

Exhibit A
List of Contract Documents

Project: 23539. Roanoke Police & Municipal Courts Building

Drawing	Issued Date	Status	Revisions
Revision			
E1.1 Electrical Diagram	08/11/23	DD - Issued for Bidding	N
E5.1 Electrical Schedules	08/11/23	DD - Issued for Bidding	N
E5.2 Electrical Schedules	08/11/23	DD - Issued for Bidding	N
E5.3 Electrical Schedules	08/11/23	DD - Issued for Bidding	N
E5.4 Electrical Schedules	08/11/23	DD - Issued for Bidding	N
G0.0 Cover Sheet	08/11/23	DD - Issued for Bidding	N
1 Specifications	08/11/23		

Initials: _____



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - 1221 Pine Ridge Rd. Public Nuisance

MEETING DATE: September 12, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing regarding property located at 1221 Pine Ridge Road, Meadows of Roanoke, PH I, Block C, Lot 37, to determine whether the property is a public nuisance as set out in Chapter 3, Article 3.1200 of the City of Roanoke Code of Ordinances entitled "Regulations of Dangerous Buildings and Premises."

INFORMATION:

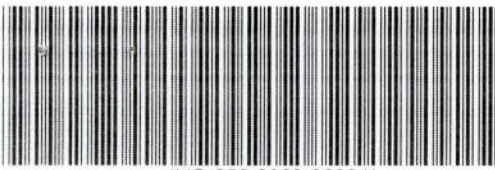
STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - 1221 Pine Ridge Road - Public Nuisance



VG-352-2023-92824

Denton County
Juli Luke
County Clerk

Instrument Number: 92824

Real Property Recordings

NOTICE

Recorded On: August 29, 2023 09:44 AM

Number of Pages: 2

" Examined and Charged as Follows: "

Total Recording: \$30.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 92824
Receipt Number: 20230829000128
Recorded Date/Time: August 29, 2023 09:44 AM
User: Melissa K
Station: Station 43

Record and Return To:

CITY OF ROANOKE
500 SOUTH OAK ST

ROANOKE TX 76262



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX



City of Roanoke Notice of Public Hearing

Date of Public Hearing: Tuesday, September 12, 2023
Time of Public Hearing: 7:00 pm
Place of Public Hearing: Roanoke City Hall, 500 S. Oak Street, Roanoke, Texas 76262

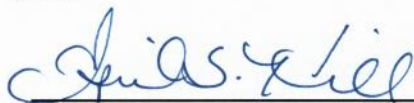
LOCATION OF SUBSTANDARD STRUCTURE: 1221 Pine Ridge Road; MEADOWS OF ROANOKE
PH I BLK C LOT 37

PROPERTY OWNER: OWEN, CYNTHIA C
1221 PINE RIDGE RD
ROANOKE, TX 76262-6441

PURPOSE OF PUBLIC HEARING: Council determination of public nuisance

CODE OF ORDINANCES: CHAPTER 3, Article 3.1200 Regulations of Dangerous Buildings and Premises

Signed this the 28th day of August, 2023.



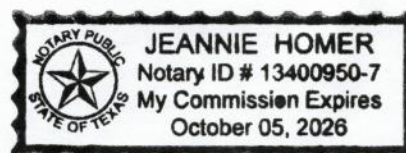
April S. Hill, City Secretary
City of Roanoke, Texas

SUBSCRIBED AND SWORN TO before me this the 28th day of August, 2023.

My commission Expires: Oct. 5, 2026



Notary Public in and for the State of Texas



[Seal]



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Public Nuisance

MEETING DATE: September 12, 2023

DEPARTMENT: Fire

ITEM SUMMARY:

INFORMATION:

Consideration and action regarding property located at 1221 Pine Ridge Road, Meadows of Roanoke, PH I, Block C, Lot 37, to determine whether the property is a public nuisance as set out in Chapter 3, Article 3.1200 of the City of Roanoke Code of Ordinances entitled "Regulations of Dangerous Buildings and Premises."

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Certified Letter
2. Photos



Roanoke Fire Department

201 Fairway Drive
Roanoke, Texas 76262-3752



August 9, 2023

CERTIFIED MAIL AND REGULAR MAIL

Ms. Cynthia Owen & Mr. John Napier
1221 Pine Ridge Road
Roanoke, Texas 76262

Re: Public Nuisance located at 1221 Pine Ridge Road, Roanoke, Texas
Public Hearing Notice on September 12, 2023 at 7:00 p.m., at Roanoke City Hall,
500 S. Oak Street, Roanoke, Texas 76262

Dear Ms. Owen:

Please be advised that the City of Roanoke, Texas, Building and Fire Code Official has determined your property, located at 1221 Pine Ridge Road, is in violation of Chapter 3, Article 3.1200, Sections 3.1201 to 3.1222 of the City of Roanoke Code of Ordinances, as amended. Said property is believed to be a public nuisance as defined by the Code of Ordinances. Consequently, the condition of the property requires its clean-up, repair, and/or removal.

On or about May 17, 2023, an inspection of the property was performed. Please see the enclosed photographs of the property. Pursuant to the relevant provisions of the City of Roanoke Code of Ordinances, a public hearing is scheduled for **Tuesday, September 12, 2023, at 7:00 p.m.** before the Roanoke City Council. This public hearing will take place at the Roanoke City Hall, located at **500 S. Oak Street, Roanoke, Texas**. At this hearing, a determination will be made whether a public nuisance exists and whether the property should be repaired, removed, or demolished, or the nuisance abated, as applicable. Further, at this public hearing, you will be required to submit proof of the scope of any work that may be required to bring your property into compliance with the current building, housing, electrical, plumbing and/or fire codes of the City of Roanoke. Additionally, you will be required to indicate the time required to perform the required repairs or clean-up of the property.

According to the real property records of Denton County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not.

Sincerely,

Chief Christopher Addington
Fire Chief



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2023-116 - Repealing Curfew Hours for Minors Ordinance

MEETING DATE: September 12, 2023

DEPARTMENT: Police

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2023-116 repealing in its entirety Chapter 7, Article 7.800, Section 7.801, entitled "Curfew Hours for Minors".

INFORMATION:

During the 2023 Texas Legislative Session, the Texas Legislature approved House Bill 1819 (2023), which in pertinent part provides that a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

STAFF RECOMMENDATION:

Approve Ordinance No. 2023-116

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2023-116 - Juvenile Curfew - repeal - 090123
2. HB 1819 - Repeal of Juvenile Curfew Ordinances

CITY OF ROANOKE, TEXAS

ORDINANCE NO. 2023-116

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, REPEALING IN ITS ENTIRETY CHAPTER 7, ARTICLE 7.800, SECTION 7.801, ENTITLED “CURFEW HOURS FOR MINORS”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the 2023 Texas Legislative Session, the Texas Legislature approved House Bill 1819 (2023), which in pertinent part provides that a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, the City Council of the City of Roanoke, Texas, had previously passed and adopted an ordinance which provides for “Curfew Hours for Minors” establishing such curfew hours and penalties for violations thereof; and

WHEREAS, such ordinance has been codified in Chapter 7, Article 7.800, Section 7.801; and

WHEREAS, as a result of House Bill 1819 (2023), which is effective September 1, 2023, the City’s juvenile curfew ordinance is no longer enforceable; and

WHEREAS, the City Council of the City of Roanoke finds and determines the juvenile curfew ordinance in the City of Roanoke, Texas, should be repealed.

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

Section 1. FINDINGS INCORPORATED

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

Section 2. That Chapter 7, Article 7.800, Section 7.801 of the Code of Ordinances, City of Roanoke, Texas, entitled “Curfew Hours for Minors” is hereby repealed in its entirety.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 12th day of September, 2023.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

AN ACT

relating to the repeal of the authority of political subdivisions to adopt or enforce juvenile curfews.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 45.045(c), Code of Criminal Procedure, is amended to read as follows:

(c) This article does not limit the authority of a court to order a child taken into custody under Article 45.058 [~~or 45.059~~].

SECTION 2. Article 45.060(a), Code of Criminal Procedure, is amended to read as follows:

(a) Except as provided by Article [~~Articles~~] 45.058 [~~and 45.059~~], an individual may not be taken into secured custody for offenses alleged to have occurred before the individual's 17th birthday.

SECTION 3. Section 51.02(15), Family Code, is amended to read as follows:

(15) "Status offender" means a child who is accused, adjudicated, or convicted for conduct that would not, under state law, be a crime if committed by an adult, including:

(A) running away from home under Section 51.03(b)(2);

(B) a fineable only offense under Section 51.03(b)(1) transferred to the juvenile court under Section 51.08(b), but only if the conduct constituting the offense would

not have been criminal if engaged in by an adult;

(C) a violation of standards of student conduct as described by Section 51.03(b)(4);

(D) ~~[a violation of a juvenile curfew ordinance or order];~~

~~[(E)]~~ a violation of a provision of the Alcoholic Beverage Code applicable to minors only; or

(E) ~~[(F)]~~ a violation of any other fineable only offense under Section 8.07(a)(4) or (5), Penal Code, but only if the conduct constituting the offense would not have been criminal if engaged in by an adult.

SECTION 4. Section 38.003(a), Government Code, is amended to read as follows:

(a) The judge of a county, justice, or municipal court, in accordance with Section 38.002, may award money from a judicial donation trust fund established under Section 38.001 to eligible children or families who appear before the court for a truancy ~~or~~ ~~curfew~~ violation or in another misdemeanor offense proceeding before the court.

SECTION 5. Section 71.0352, Government Code, is amended to read as follows:

Sec. 71.0352. JUVENILE DATA: JUSTICE, MUNICIPAL, AND TRUANCY COURTS. As a component of the official monthly report submitted to the Office of Court Administration of the Texas Judicial System:

(1) a justice court, municipal court, or truancy court shall report the number of cases filed for:

(A) truant conduct under Section 65.003(a),
Family Code; and

(B) the offense of parent contributing to
nonattendance under Section 25.093, Education Code; and

~~[(C) a violation of a local daytime curfew
ordinance adopted under Section 341.905 or 351.903, Local
Government Code; and]~~

(2) in cases in which a child fails to obey an order of
a justice court, municipal court, or truancy court under
circumstances that would constitute contempt of court, the justice
court, municipal court, or truancy court shall report the number of
incidents in which the child is:

(A) referred to the appropriate juvenile court
for delinquent conduct as provided by Article 45.050(c)(1), Code of
Criminal Procedure, or Section 65.251, Family Code; or

(B) held in contempt, fined, or denied driving
privileges as provided by Article 45.050(c)(2), Code of Criminal
Procedure, or Section 65.251, Family Code.

SECTION 6. Chapter 370, Local Government Code, is amended
by adding Section 370.007 to read as follows:

Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a)
Notwithstanding any other law, a political subdivision may not
adopt or enforce an order, ordinance, or other measure that imposes
a curfew to regulate the movements or actions of persons younger
than 18 years of age.

(b) This section does not apply to a curfew implemented
under Chapter 418, Government Code, for purposes of emergency

1 management.

2 SECTION 7. Section 8.07(e), Penal Code, is amended to read
3 as follows:

4 (e) A person who is at least 10 years of age but younger than
5 15 years of age is presumed incapable of committing an offense
6 described by Subsection (a)(4) or (5) [~~other than an offense under~~
7 ~~a juvenile curfew ordinance or order~~]. This presumption may be
8 refuted if the prosecution proves to the court by a preponderance of
9 the evidence that the actor had sufficient capacity to understand
10 that the conduct engaged in was wrong at the time the conduct was
11 engaged in. The prosecution is not required to prove that the actor
12 at the time of engaging in the conduct knew that the act was a
13 criminal offense or knew the legal consequences of the offense.

14 SECTION 8. The following provisions are repealed:

- 15 (1) Article 45.059, Code of Criminal Procedure;
16 (2) Section 341.905, Local Government Code;
17 (3) Section 351.903, Local Government Code; and
18 (4) Section 370.002, Local Government Code.

19 SECTION 9. A violation of a juvenile curfew ordinance or
20 order may not be prosecuted or adjudicated after the effective date
21 of this Act. If on the effective date of this Act a criminal or
22 civil action is pending for a violation of a juvenile curfew
23 ordinance or order, the action is dismissed on that date. However,
24 a final conviction or adjudication for a violation of a juvenile
25 curfew ordinance or order that exists on the effective date of this
26 Act is unaffected by this Act.

27 SECTION 10. This Act takes effect September 1, 2023.

President of the Senate

Speaker of the House

I certify that H.B. No. 1819 was passed by the House on May 4, 2023, by the following vote: Yeas 114, Nays 28, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1819 was passed by the Senate on May 17, 2023, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 2023 - CCPD Appointments

MEETING DATE: September 12, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint three (3) members to the Crime Control and Prevention District board for a term ending September 2025.

INFORMATION:

LOCAL GOVERNMENT CODE TITLE 11. PUBLIC SAFETY SUBTITLE C.
CHAPTER 363. CRIME CONTROL AND PREVENTION DISTRICTS
SUBCHAPTER C. DISTRICT ADMINISTRATION

Sec. 363.101. BOARD OF DIRECTORS. (a) A district is governed by a board of seven directors appointed in the same manner as provided for the selection of temporary directors under Section [363.052\(a\)](#).

sec. 363.052. TEMPORARY BOARD. (a) Not later than the 60th day after the date a district is proposed to be created by a governing body, the governing body shall appoint seven persons that reside in the proposed district to serve as temporary directors of the district.

(b) Not later than the 75th day after the date the district is proposed, the temporary board shall organize. The directors of the temporary board shall elect one of the directors as presiding officer of the board not later than the 15th day after the date of the appointments under Subsection (a).

(c) A temporary director who is not serving as presiding officer may designate another person to serve in the director's place.



AGENDA ITEM

(d) The governing body shall fill a vacancy in the office of a temporary director in the same manner that it originally filled the vacant position.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

Sec. 363.102. FILING OF OFFICER'S BOND. (a) Before assuming the duties of the office, each director or officer, including a person designated under Section [363.101\(c\)](#), must execute a bond for \$5,000 payable to the district, conditioned on the faithful performance of the person's duties as director or officer.

The three (3) expiring members are currently bonded through 2024.

- John Thompson
- Angie Grimm
- Victor Molaschi

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None