

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



Carl E. Gierisch, Jr., Mayor

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

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

**JUNE 24, 2025
7:00 PM
500 S. OAK STREET
ROANOKE, TEXAS 76262**

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

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

D. PRESENTATION

1. The State Fire Marshal will present the Class1 ISO fire protection rating to the Roanoke Fire Department.

E. PROCLAMATION

1. Mayor Gierisch will read a proclamation declaring July as Park and Recreation Month.

F. 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



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OF THE ROANOKE CITY COUNCIL**

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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 June 10, 2025.
2. Consider approval of an agreement between the City of Roanoke and Catalyst Commercial, Inc, for the Downtown Roanoke Code Update and Market Analysis.

G. NEW BUSINESS

1. Consideration and action on approval of Resolution No.2025-108R appointing one member to the Board of Managers of the Denco Area 9-1-1 District.
2. Consideration and action to appoint three (3) members to the Planning and Zoning Commission for a term ending July 2027.
3. Public hearing to consider amending Planned Development District Ordinance No. 2000-124, and the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, by amending Ordinance No. 2000-124 to allow a Townhome Use on an approximately 13.798-Acres of Land, being a portion of Lot 1R5, Block 1, PPR Roanoke Retail Addition. The property is generally located northeast of Marshall Creek Road and US Hwy 377. (Ordinance No. 2025-106)
No action to be taken on this item.
4. Consideration and recommendation on Ordinance No. 2025-106 amending Ordinance No. 2000-124 of the City of Roanoke, Texas, to allow Townhomes use on approximately 13.798 acres of land consisting of Block 1, Lot 1R5, of the PPR Roanoke Retail Addition. The property is generally located northeast of Marshall Creek Road and US Hwy 377.
No action to be taken on this item.

H. 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



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from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551 of the Texas Government Code, to take any action necessary regarding:

Section 551.087

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.

I. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Wednesday, June 18, 2025, 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: Presentation - Class 1 ISO Rating for RFD

MEETING DATE: June 24, 2025

DEPARTMENT: Fire

ITEM SUMMARY:

The State Fire Marshal will present the Class1 ISO fire protection rating to the Roanoke Fire Department.

INFORMATION:

In Texas, a Class 1 ISO (Insurance Services Office) fire protection rating represents the highest level of fire protection a community can achieve.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Proclamation - Park and Recreation Month

MEETING DATE: June 24, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Mayor Gierisch will read a proclamation declaring July as Park and Recreation Month.

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

1. 2025 Park and Recreation Month

Proclamation

Park & Recreation Month

WHEREAS, parks and recreation is an integral part of communities throughout this country, including Roanoke, Texas; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing overall well-being; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Roanoke recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I Carl E. Gierisch, Jr., Mayor of Roanoke, and the Roanoke City Council do hereby proclaim the month of July, as

Park & Recreation Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal to be affixed, this the 24th day of June, 2025.

Carl E. "Scooter" Gierisch, Jr. Mayor

Witness:

April S. Hill, City Secretary





CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 06/10/2025 - CC Minutes

MEETING DATE: June 24, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on June 10, 2025.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 06-10-2025

Holly Gray, Mayor Pro-Tem
Bryan Moyers, Council Member
David Brundage, Council Member



Carl E. Gierisch, Jr., Mayor

Brian Darby, Council Member
Hogan Page, Council Member
David Thompson, Council Member

**MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
JUNE 10, 2025
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

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

DEPT. STAFF: Assistant City Manager Jeriahme Miller, Fire Chief Chris Addington, Chief of Police Jeff Williams, Public Works Director Shawn Wilkinson, Development Services Manager J.R. Hames, City Planner Matthew Ellis, Economic Development Manager Siale Langi, Special Events Supervisor Michael Davenport, and Executive Assistant Babette Welch.

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

Leigh Ferguson, Manager of Public Affairs for Atmos Energy introduced herself to the Mayor and City Council.

D. PROCLAMATION

1. Mayor Gierisch read a proclamation in honor of the United States Army's 250th Birthday.



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OF THE ROANOKE CITY COUNCIL**

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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 May 27, 2025.
2. Consider approval of Resolution No. 2025-107R approving a Multi-Use Agreement with Texas Department of Transportation (TxDOT).
3. Consider approval of a change order to the GMP contract with Sedalco, reducing their contract amount by \$300,000.

Motion made by Holly Gray second by David Thompson to approve Consent Agenda Items 1 through 3.

Motion carried unanimously.

F. OLD BUSINESS

1. Public hearing to consider a rezoning application for 212 N. Oak Street, City of Roanoke, Denton County, Texas, by changing the zoning for said property from Oak Street Corridor Zoning District – Oak Street Zone to Oak Street Corridor Zoning District – Oak Street Zone - Specific Use Permit (SUP) to allow Amusement-Commercial (Outdoors) Use. (SUP 2025-02/Ordinance No. 2025-103 – Appeal)

**(Continued from the May 27, 2025 City Council meeting)
Public hearing started at 7:09 p.m.**

Ken Goodman, applicant, gave an overview of the proposed project.

John Dancer, property owner, stated he is available to answer questions.

Public hearing ended at 7:26 p.m.

2. Motion made by Brian Darby second by Bryan Moyers to deny a Specific Use Permit (SUP 2025-02) request from Ken Goodman, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for Lot 9, Block 14 of the O T Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Oak Street Corridor Zoning District - Oak Street Zone to Oak Street Corridor Zoning District - Oak Street Zone – Specific Use Permit to allow amusement commercial (outdoors) use for 212 N Oak



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Street. The property is generally located on the east side of N Oak Street at the southeast corner of N Oak and Austin Street. (Ordinance No. 2025-103)
Motion failed 4-3-0. Mayor Gierisch, Councilmember Brian Darby, and Councilmember David Thompson were opposed.

3. Motion made by Holly Gray second by Brian Darby to appoint Helen Ward and Kristie Womack to the Zoning Board of Adjustment for a term ending June 2027.
Motion carried unanimously.

G. NEW BUSINESS

1. Motion made by David Thompson second by David Brundage to nominate and elect Holly Gray as Mayor Pro Tem.
Motion carried unanimously.

H. EXECUTIVE SESSION

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

CITY COUNCIL DID NOT CONVENE INTO CLOSED SESSION

Section 551.087

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

I. ADJOURNMENT

Motion made by Holly Gray second by Bd to adjourn the meeting at 7:55 p.m.
Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Agreement - Downtown Roanoke Code Update and Market Analysis

MEETING DATE: June 24, 2025

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of an agreement between the City of Roanoke and Catalyst Commercial, Inc, for the Downtown Roanoke Code Update and Market Analysis.

INFORMATION:

Roanoke's Downtown Code was originally created in 2009. The Code has served the city well, however, with recent facility updates to the Highway 377 corridor, recent higher infill development, and new development pressures, an update of the Oak Street Code is in order. Updates to the code could encourage higher-quality development which could produce greater fiscal benefits. Modernizing the code will create more flexibility in attracting the type and the kind of development that fits the City Council's vision. Several areas of the code need to be revised. These updates will streamline future development processes by clarifying requirements and providing more predictability, which can attract the type of investment the City desires. Ultimately, this will enable the City to balance the needs of growth, economic development, financial sustainability, and maximizing the remaining development areas that can continue to contribute to Roanoke's success. These updates can ensure that the city remains adaptable to future challenges while aligning with City Council's desires.

STAFF RECOMMENDATION:

Approve

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Not to exceed \$105,346

ATTACHMENTS:



AGENDA ITEM

1. Roanoke Oak Street Code Update 6.17.2025



June 17, 2025

Mr. Cody Petree
City Manager
City of Roanoke
500 S. Oak Street
Roanoke, TX 76262

Proposal for Market Analysis and Update to Oak Street Code

Client: City of Roanoke, Texas.
Project Name: Downtown Roanoke Code Update and Market Analysis
Project Location: City of Roanoke

Dear Mr. Petree,

Catalyst Commercial, Inc. is pleased to submit this Proposal for a market analysis, build-out scenarios, and associated updates to the Oak Street Corridor Zoning District, and other overlays affecting the Downtown district (the Proposal) for the above referenced Project.

Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for Catalyst's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Jason Claunch
President

Catalyst Commercial
3838 Oak Lawn Ave
Suite 1230
Dallas, Texas 75219

972-999-0081
Catalystcommercial.net

The Project Team

Catalyst Commercial will work in collaboration with you (Client) and our team of professional subconsultants (the Team) to achieve your overall Project goals. Code Studio will serve as the zoning specialist. Services provided by other subconsultants are not included in Catalyst's scope of services and fees.

The Project Site: Study and Focus Areas

This project study area is the Downtown Core of Roanoke along Oak Street, Business State Highway 114, and the adjacent Downtown blocks. The emphasis of the project site planning will be focused within the area shown in Exhibit 'A'.

The Project

The City of Roanoke desires to update the zoning for the Oak Street corridor and create a plan to guide future long-term investment and redevelopment in a way that encourages infill development, mitigates displacement, and reinforces the existing businesses in the area.

Design Approach

Our approach requires a thorough understanding of the Project and its social, economic, and environmental context to fully realize the unique opportunities and constraints revealed by the Project Site.

The intent of Catalyst's approach will result in a framework that integrates the following elements:

- 01_ Existing natural and man-made systems, allowing for the appropriate preservation, enhancement and/or integration into the plan.
- 02_ Consideration for open space and recreational amenity systems along with land use and supporting infrastructure systems.
- 03_ Siting of the proposed infill development programming and improvements to the public realm in relation to the systems noted above.

Reference Exhibit 'A' below for our understanding of the current program and site which serves as the basis for this Proposal. If the Project scope changes significantly from Exhibit 'A', Catalyst reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.

Scope of Services

Catalyst typically organizes the Scope of Services into three distinct phases: Assess, Advise, and Assess according to our design process. By adhering to these three phases in our planning and design process, projects move seamlessly from an idea expressed as a clear vision through design and implementation.

To that end, we propose the following scope tasks, deliverables, and fees.

Assess

PHASE 1A | PROJECT INITIATION & MANAGEMENT

Task 1A.1 Project Initiation and Management

Catalyst Commercial will coordinate a project kick-off with the internal and external team and City staff to discuss project goals, schedule, available data, refine the planning process, and develop the public engagement strategy. City staff shall provide base maps and key data including any existing plans, studies, and other information that may inform this planning process.

Task 1A.2 Pre-Planning and Background Information

Catalyst Commercial shall prepare associated base map files to serve as the foundation of this planning effort. The Catalyst Commercial team, including Code Studio, shall review previous studies, zoning cases, existing land use, and any information provided by the City.

Task 1A.3 Project Kick-off

(Day 1) Catalyst Commercial shall coordinate and conduct a ½ day physical tour (~4 hours) with city staff to identify major issues, discuss the history of the study area, review active project locations, outline key assets, and any additional pertinent information, and adjacent conditions. Following the tour, Catalyst Commercial shall conduct an initial debrief to discuss observations, project objectives, future data needs, preferred deliverable formats, and requirements.

PHASE 1A Catalyst Responsibility:

Meetings: Downtown tour (same day as 1.A.1.)

Deliverables: None

Items Provided by City: Base maps, key data including any existing plans, studies, and other information

PHASE 1B | DOWNTOWN ASSESSMENT

Task 1B.2 Existing Conditions Inventory and Market Analysis

Identify strengths, weaknesses, key challenges, and opportunities. The Catalyst Commercial team, including Code Studio, shall identify specific data needed to support the Downtown visioning process. Catalyst shall prepare a Market Analysis to identify the capacity for additional retail, restaurants, office, and a context-sensitive array of residential (MF, TH, infill residential). The market study will include a separate write-up and updated demographic tables, charts, and baseline inventory information in text, map, and table format.

Task 1B.3 Character Mapping

Conduct a character-based mapping exercise using development characteristics. Building age, architectural style, size, location, and zoning, will be among the characteristics considered. The resulting map will inform growth scenarios, placemaking strategies, future land use map, and activations.

Task 1B.4 Regulatory Audit

Through discussion with staff, residents, and the development community, identify gaps, opportunities, and potential updates to update the zoning code and other regulations. The Catalyst Commercial team, including Code Studio, will examine stages of the development approval process, including permitting, zoning approvals, and enforcement which may affect development. Summarize regulatory and procedurals impacts to local development and identify opportunities for improvement.

PHASE 1B Catalyst Responsibility:

Meetings: Regulatory Audit Meeting

Deliverables: Downtown assessment content including existing conditions and SWOT analysis, character area mapping, and regulatory review

Items Provided by City: Ownership, roadway plans, development activity

PHASE 1C | PUBLIC ENGAGEMENT

Task 1C.1 Visioning and Community Engagement

The Catalyst Commercial team, including Code Studio shall guide and facilitate the community engagement process including Roanoke residents, Downtown Roanoke business owners, Downtown Roanoke property owners, Roanoke organizations, and developers to include the following engagement tactics:

- Council Workshop
- One-on-one interviews
- Focus Groups

PHASE 1C Catalyst Responsibility:

Meetings: Council workshop meeting, up to 3 virtual stakeholder meetings, and community engagement event

Deliverables: Participation in engagement meetings

Advise

PHASE 2A | FUTURE LAND USE FRAMEWORK

Task 2A.1 Downtown Scenario Development (Design Workshop)

In conjunction with the City's staff and administration, the Catalyst Commercial team, including Code Studio, will conduct a one-day planning workshop to further facilitate the development of planning scenarios. Catalyst Commercial's planners and designers will establish two alternative development concepts for the City. The Team will define early concepts for the Downtown and associated redevelopment opportunities based on previous resident input and aspirations.

Task 2A.2 Preferred Scenario

Prepare a preferred Downtown scenario incorporating feedback received from the city staff and prior public engagement.

Task 2A.3 Strategic Vision Document

Prepare a strategic vision document which will include a vision statement, future land use map, thoroughfare map, and activation elements.

PHASE 2A Catalyst Responsibility:

Deliverables: Two preliminary downtown scenarios and a refined preferred scenario.

Meetings: Downtown scenario development design workshop

Items Provided by City: Event promotion, marketing, and space for a public workshop.

PHASE 2B | PLAN COMPONENTS

Task 2B.1 Proposed Themes and Plan Components

Catalyst Commercial will create recommendations for various plan elements including economic development, quality of life, connectivity, redevelopment / revitalization, infrastructure, open space, art, amenities, and other placemaking elements that may reinforce Downtown Roanoke as a place, increase commercial vitality, and improve the existing neighborhood fabric. A part of this recommendation will be based on the community engagement process and technical assessment from Phase 1.

Task 2B.2 Implementation Program Development

Prepare a work program of recommended implementation actions that categorizes actions by implementation types and responsible entities. Action types may include operational change, capital project, financial investment, regulation, and future study. Both short-term and long-range actions will be considered. Using the recommendations from each plan element, draft an implementation action plan that details near-, mid-, and long-term prioritization; type of action; and person, group, or entity responsible for implementation. Conduct a prioritization (ranking) exercise with staff. Draft a plan implementation and administration program that verifies plan administration and oversight roles and establishes plan monitoring and amendment processes.

PHASE 2B Catalyst Responsibility:

Deliverables: Review and input on the Downtown Roanoke Strategy Report and Implementation program.

PHASE 3 | OAK STREET UPDATED REGULATING PLAN

Task 3.1 Downtown Audit

Complete preliminary audit of the Downtown and proximate areas to evaluate the existing character and contextual relationship between Oak Street and surrounding neighborhoods. The Catalyst Commercial team, including Code Studio, will conduct a physical audit of the current state of conditions of Oak Street and the greater surrounding planning area. This will be combined with an assessment of past, current, and future development opportunities within the planning study area,

which will inform initial findings focusing on Roanoke’s assets and strengths and identifying potential needs.

Task 3.3 Urban Design, Streetscape, and Character Assessment

Inventory and complete an assessment of existing land uses, character, aesthetics, streetscape features, and wayfinding. Key areas will be identified for further enhancement or potential repurposing of Oak Street to develop a stronger sense of place.

Task 3.4 Catalytic Projects

Work with city staff on an implementation plan that is financially affordable and fiscally responsible. Prioritize and project key implementation projects and 1 to 2 catalytic reinvestment opportunities that maximize the City’s financial return on investment and attracts more private financial investment into Old Town. 1 to 2 Conceptual illustrations will be created to provide a visual representation of what these catalytic projects could be.

As part of Catalyst findings in the public engagement process with staff, property owners, Steering Committee, key stakeholders, and other interested parties, the Catalyst team will highlight potential parcel-level catalyst development sites where development or redevelopment (adaptive reuse or new) may occur.

The type of development, use-type mix, limitations to development (height, density, regulatory), and historic context will be identified for each catalyst development site (if applicable). In addition, the Catalyst Commercial team, including Code Studio, shall identify those sites that are a good fit for quality context-sensitive residential infill development keeping in mind market factors, adjacent uses, access, and development limitations. The team shall identify the type, limitations to development, and program justification for commercial and residential recommendations.

Task 3.5 Redevelopment Framework

Two framework strategies will be derived from all the previously completed tasks, conversations and dialogue held with civic leaders, stakeholders, and the design workshop. This shall be illustrative, 3D, "white model" massing studies based on 2D plans, showing existing and proposed new development. The draft framework "programs" will be created prior to a community public workshop where we will ask key staff to assist in prioritizing the implementation strategies for the individual framework plans. Topics to be addressed within the Downtown master plan’s framework programs include:

- a. Downtown Vision
- b. Future Land Use
- c. Signage and wayfinding
- d. Redevelopment and Revitalization Opportunities
- e. Urban Design, Art, Streetscape, Gateways, Open Space, and Downtown Character
- f. Mobility, Parking and Enhanced Connectivity

- g. Economic Development and Fiscal Impact
- h. Identification and Protection of Assets
- i. Implementation Strategies

Task 3.6 Oak Street Concept Plan

A draft Concept Plan will be submitted for comments and review by identified City staff. A final Concept Plan will be published upon completion of this process. The plan will include short, medium, and long-term strategy for the activation of downtown.

PHASE 3 Catalyst Responsibility:

Deliverables: Provide support and content for the Oak Street Concept Plan including, but not limited to catalytic concept illustrations, future land use recommendations, high-level recommendations on signage and wayfinding locations and best practices, parking / street strategy, and implementation as it relates to task 3.4 catalyst sites

Items Provided by City: Review of all draft and final materials.

Assist

PHASE 4 | ADOPTION

Task 4.1 Adoption

Prepare a Draft plan (including concepts and code updates) for review at public meetings. Review the final draft plan and implementation program with key staff and City Council for formal consideration and approval.

PHASE 4 Catalyst Responsibility:

Deliverable: Participate and support at P&Z and Council.

Meetings: Joint Council/P&Z meeting. Additional public hearings or workshops shall be at additional expense.

Proposal Assumptions

Catalyst's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. Catalyst assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on Catalyst's work. Should Catalyst be required to obtain or compile this information, such services will be charged as Additional Services.
 - _ Legal descriptions of property and record drawings
 - _ Market or demographic studies and reports
 - _ Traffic Impact Analysis
 - _ Topographic, geotechnical and boundary surveys
 - _ Existing site engineering and utility base information
 - _ Engineering, including Civil (utility rough-ins, drainage area improvement) as required
- Client will review and provide comments on drawings and outline criteria provided by Catalyst.
- The following tasks are NOT included in our Scope of Services:
 - _ Civil engineering of streets, parking and site infrastructure
 - _ Architectural designs
- Catalyst shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

Schedule

Services described herein are contingent upon schedule requirements provided by the Client or assumed by Catalyst. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and Catalyst prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

Schedule Assumptions (assumes overlap)

Fees for Professional Services

PHASE 1 | ASSESS

PHASE 1A | PROJECT INITIATION & MANAGEMENT

Task 1A.1 Project Initiation and Management	\$ 1,625
Task 1A.2 Pre-Planning and Background Information	\$ 1,400
Task 1A.3 Project Kick-off	\$ 1,400

PHASE 1B | DOWNTOWN ASSESSMENT

Task 1B.2 Existing Conditions Inventory and Market Analysis	\$ 19,250
Task 1B.3 Character Mapping	\$ 2,100
Task 1B.4 Regulatory Audit	\$ 5,025

PHASE 1C | PUBLIC ENGAGEMENT

Task 1C. 1a Staff Technical Meeting or P&Z/City Council Workshop	\$ 3,450
Task 1C. 1b One on One Meetings	\$ 2,800

PHASE 2 | ADVISE

PHASE 2A | FUTURE LAND USE FRAMEWORK

Task 2A.1 Scenario Development (Design Workshop)	\$ 6,000
Task 2A.2 Preferred Scenario	\$ 3,700
Task 2A.3 Strategic Vision Document	\$ 9,700

PHASE 2B | PLAN COMPONENTS

Task 2B.1 Proposed Themes and Plan Components	\$ 2,800
Task 2B.2 Implementation Program Development	\$ 4,050

PHASE 3 | OAK STREET UPDATED REGULATING PLAN

Task 3.1 Downtown Audit	\$ 3,000
Task 3.3 Urban Design, Streetscape, and Character Assessment	\$ 1,750
Task 3.4 Catalytic Projects	\$ 5,530
Task 3.5 Redevelopment Framework	\$ 6,600
Task 3.6 Oak Street Concept Plan	\$ 8,120

PHASE 4 | ASSIST

Task 4.1 Adoption

Task 4.1a Planning and Zoning	\$ 2,800
Task 4.1b Planning and Zoning (2cd Reading)	\$ 1,400
Task 4.1c City Council	\$ 2,100
Subtotal	\$ 94,950
Project Management and Overhead	\$ 7,596
Travel (2 trips)	\$ 2,800
Total (excluding reimburseables)	\$ 105,346

The fees for this basic Scope of Professional Services will be billed by task on an as complete basis:

Proposed Schedule

Task	Description	Time	Units
Assess:			
Task One	Project Initiation and Management	~1	Months
Advise:			
Task Two	Future Land Use Framework	~1	Months
Task Three	Downtown Master Plan	~1	Months
Assist:			
Task Four	Adoption (subject to P&Z and Council	~1-2	Months
Total Catalyst Time		~5-6	Months

Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed. Catalyst shall notify Client if any services qualify as Additional Services prior to incurring any fees for the same.

Fees for other sub-consultants, are included in the Total Catalyst Scope of Services Fee.

Catalyst Hourly Rates

Level	Hourly Rate
Support	\$ 75
Associate	\$ 125
Consultant	\$ 150
Sr Consultant	\$ 250
Principal	\$ 550

Reimbursables

The following costs shall be reimbursed at cost plus ten percent and are not included in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Travel associated with the Project, including, but not limited to, mileage (at current IRS rate), airfare, automobile rental, hotel, and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Fees for additional consultants retained with the approval of the Client
- Surveys
- Traffic analysis

If the Proposal, fee of \$110,000, and the Terms and Conditions that follow, which are incorporated herein by reference, meet with your approval, please sign below and return a copy to Catalyst for our files. Catalyst must receive a signed copy of the Agreement in order to proceed with the Scope of Services. We look forward to working with you.

APPROVED and agreed: Catalyst Commercial, Inc.

Jason Claunch
Principal

DATE

APPROVED and agreed:

BY Authorized Agent

DATE

Terms and Conditions

Effective Date

The Proposal for Professional Design Services (the Proposal) and these Terms and Conditions constitute the full and complete Agreement between the parties (the Agreement) and may be changed only by written agreement signed by both parties. The Agreement shall become effective upon its execution by Client. Catalyst is not obligated to proceed with the work until the Agreement is signed by Client. No prior oral or written representation regarding the Project and Catalyst's obligations will be of any force or effect unless said terms are also contained in the Agreement.

Parties to the Agreement

Catalyst is entering into this professional services agreement for the exclusive benefit of Client. There are no intended third-party beneficiaries of the Agreement. Both Catalyst and Client agree not to assign the Agreement or any causes of action that arise under it without the express written consent of the other party.

Standard of Care

Catalyst will exercise with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license. In performing these services, Catalyst cannot ensure perfection and Client agrees Catalyst's services are performed without any warranties, either express or implied, as to the quality of its services or of its drawings. Catalyst is entitled to rely upon documents supplied to it by Client, Client's consultants and contractors, and information from public and other records, without the need for independent verification and without liability for same. Catalyst shall not be liable for changes, modifications and/or additions to regulatory requirements after the date of the Proposal or, respectively, after the date of any amendments thereto.

Scope and Responsibilities

The duties of Catalyst shall not be construed to exceed those services specifically set forth in the Proposal. When right of entry to the Project site is required for Catalyst to perform its services, Client agrees to obtain and accommodate Catalyst's legal right of entry on the site. Notwithstanding Catalyst's Scope of Services, Catalyst, its independent professional associates and/or consultants' do not have any obligation or right to supervise, direct, or have control over the contractor's work and shall not have authority over, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the contractor's failure to perform its work in accordance with the contract documents. Catalyst, its independent professional associates and/or consultants, shall not have authority over, or responsibility for, safety precautions and programs in connection with the contractor's work. Catalyst, its independent professional associates and/or consultants, shall not be required to sign any documents that would result in their having to certify, guaranty, or warrant the existence of conditions that they cannot independently ascertain.

Catalyst's Scope of Services does not include responsibility for detection, remediation, accidental release, reporting or any other service relating to naturally occurring or manmade site conditions, or to waste or hazardous materials, as defined by Federal, State, and local laws or regulations, and to the extent allowable by law, **CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD CATALYST HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM SAME.**

Additional Services

Additional Services are services that may be needed by Client, but which are not included in the Scope of Services described in the Proposal. Additional Services will be provided only with prior written approval of Client and agreement to compensate Catalyst for same, and include but are not limited to the following:

- Preparation and presentation of graphic exhibits other than those described in Scope of Services.
- Revisions and changes in drawings, specifications or other documents previously provided by Client, or the preparation of alternates or deductive change orders requested by Client.
- Preparation of record drawings or of measured drawings of existing conditions.
- Providing prolonged construction observation should the construction time be substantially extended through no fault of Catalyst.
- Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for Catalyst's scope items is reduced through no fault of Catalyst.
- Participation in any formal or informal dispute resolution process, litigation, or arbitration to which Catalyst is not a party, and only with Catalyst's consent, which may be withheld at Catalyst's sole discretion. Should a representative of Catalyst be subpoenaed to appear or produce documents by any party to such a dispute, Client agrees in advance to compensate Catalyst for its time and expenses incurred in compliance.

Instruments of Service

The drawings, specifications, computer files, electronic media, field data, notes and other documents prepared by Catalyst for the Project, including those prepared through or with its independent professional associates and/or consultants, are Instruments of Service for use solely with respect to this Project. Catalyst shall be deemed the author or creator of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. All Instruments of Service produced by Catalyst shall be released to Client as Adobe PDF files, and not in the native format available through programs including, but not limited to, InDesign, AutoCAD or other proprietary formats.

By entering into the Agreement, Catalyst grants to Client a limited, non-exclusive license to use the Instruments of Service provided to Client for purposes of constructing, using, and maintaining the Project, provided that Client substantially performs its obligations under the Agreement, including prompt payment of all sums when due, under the Agreement. In the event of nonpayment by Client of any

sums due for more than sixty (60) days, this license shall automatically terminate. The license provided under the Agreement does not extend to the use of Catalyst's Instruments of Service on any other project and does not grant Client any rights in the Instruments of Service or other documents or files that is not expressly granted to Client in writing, including, without limitation, rights to Catalyst's electronic files used in the development of the Instruments of Service, such as AutoCAD or InDesign files.

Upon completion of the services and payment in full of all monies due Catalyst, Client may retain copies of the Instruments of Service provided under the Agreement. Such documents, in whatever format provided, are neither licensed for, nor intended or represented to be suitable for, reuse on extensions of the Project or on any other project. Additionally, any reuse or distribution of such documents without written verification or adaptation by Catalyst for the specific purpose intended (for which Client shall pay Catalyst compensation at mutually agreed rates) will be at Client's sole risk and without liability or legal exposure to Catalyst, or Catalyst's independent professional associates or consultants.

CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CATALYST, ITS INDEPENDENT PROFESSIONAL ASSOCIATES AND CONSULTANTS, FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, FEES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, SUITS, REGULATORY OR OTHER ACTIONS, AND DAMAGES, WHATSOEVER, ARISING OUT OF OR RESULTING FROM SUCH UNAUTHORIZED USE OR DISTRIBUTION.

Revised Project Budget

If the Project budget defined by the Scope of Services is increased or decreased by more than ten percent (10%) after the Schematic Design task, the time and effort required to redesign the Project within the new budget will be considered Additional Services to the Agreement. Catalyst does not guarantee the accuracy of estimates of cost and Client agrees Catalyst does not have control over the cost of labor, material, equipment, or services furnished by others, market conditions, or contractors' methods of determining prices or performing the work.

Statements and Payment

Fees for professional services and reimbursable expenses will be invoiced to Client monthly based on the percentage of the work completed for each task. A task-by-task description of work performed will be submitted with each invoice, at Client's request. Payment is due on or before 30 days from the date of the invoice. Client agrees to pay invoices or their undisputed portions on or before the due date. Catalyst reserves the right to suspend services if invoices exceeding a total amount of \$5,000 remain unpaid for more than thirty (30) days, regardless of the reason.

In the event Catalyst's invoices are given to an attorney for collection or should Catalyst seek collection through any form of judicial process, Client shall pay all costs of collection, including but not limited to attorney's fees, expenses, and costs of court.

Suspension and Termination

Client may suspend or terminate the Agreement upon written notice to Catalyst, in which event, Client shall compensate Catalyst for all work performed by Catalyst prior to and including the date Catalyst receives written notice of said suspension or termination (the date of suspension/termination). Catalyst is not obligated to resume work following suspension of the work unless Client has paid all outstanding Catalyst invoices in full. **CLIENT AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD CATALYST HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM SUCH SUSPENSION.**

If Client terminates the Agreement and Catalyst's services do not continue through the completion of the Project for any reason, Client shall be permitted to use the Instruments of Service (including any electronic files) prepared by Catalyst and provided to Client, only under the following conditions:

CLIENT SHALL (AND SHALL REQUIRE ANY OTHER PROFESSIONALS ENGAGED TO COMPLETE THE SERVICES) RELEASE , INDEMNIFY, DEFEND AND HOLD HARMLESS CATALYST, ITS INDEPENDENT PROFESSIONAL ASSOCIATES, AND ITS CONSULTANTS FROM ANY AND ALL LOSSES, CLAIMS, EXPENSES OR LIABILITIES ARISING FROM (I) THE USE OF CATALYST'S INSTRUMENTS OF SERVICE AS MAY BE USED, REVISED AND/OR ALTERED AND (II) THE COMPLETION OF THE IMPROVEMENTS ON THE PROPERTY; AND

Catalyst and its Sub-Consultants have been paid in full for services, materials, expenses, and reimbursables provided through the date of termination. This event does not change the respective ownership and use rights of Catalyst and Client in the Instruments of Service that are otherwise set forth in the Agreement.

Catalyst may terminate the Agreement upon ten (10) days' written notice to Client after the occurrence of any of the following:

- Client's failure to pay Catalyst's invoices within thirty (30) days;
- Suspension of the Project for more than sixty (60) days;
- Client's material default of any terms of the Agreement; or
- Client's failure to execute the Agreement.

Limitation of Liability and Consequential Damages

Catalyst will not be responsible for defects in the work designed or built by others, even to the extent used or relied upon by Catalyst in rendering its services. Catalyst will not be responsible for incidental, indirect, or consequential damages, either to Client or to other members of the Team including, without limitation, damages for delay or for construction inefficiencies for any cause whatsoever, loss of use, loss of profits, loss of income and/or rent, loss of reputation, unrealized savings, rental expenses, or diminution of property value. In consideration of the nature of Catalyst's work and the relative risks involved, the parties agree that in no event shall Catalyst be liable for damages to client, its assignees, other consultants, the contractor and/or its subcontractors for any claims or damages more than the amount of the fees paid to Catalyst by client.

Indemnification

CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD CATALYST AND ITS PRINCIPALS, REPRESENTATIVES, OWNERS, AGENTS, EMPLOYEES AND CONSULTANTS HARMLESS FOR ALL DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING FROM ANY INTENTIONAL OR NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF CLIENT AND/OR CLIENT'S OWNERS, PRINCIPALS, AGENTS, REPRESENTATIVES, EMPLOYEES, INDEPENDENT CONTRACTORS, AND CONSULTANTS, PERTAINING TO THIS AGREEMENT OR THE PROJECT.

Dispute Resolution

As a condition precedent to either the Client or Catalyst's filing of any claim in litigation, the President of Catalyst and Client shall meet within thirty (30) days of a request by either party to attempt to resolve the dispute. If any disputed issues remain, the parties agree that they must participate in nonbinding mediation before either party may institute any litigation or arbitration proceeding. In the event of a dispute, except as otherwise provided in this Agreement, neither Catalyst nor Client shall be entitled to an award of attorneys' fees. Venue for any dispute arising out of the services provided by Catalyst under the Agreement shall be in state court in Travis County, Texas. Any applicable statute of limitations shall commence to run, and any cause of action shall be deemed to have accrued, not later than the date of substantial completion of the Project on which Catalyst's services are provided.

Enforcement

The laws of the State of Texas shall govern the validity and interpretation of the Agreement. In the event any provision in the Agreement is found to be illegal or otherwise unenforceable, the unenforceable provision will be stricken and the remaining provisions shall continue in full force and effect as if the unenforceable provision were never included in the Agreement. Headings are for organizational purposes and may not reflect the full scope of the language that follows. The failure of a party to enforce any provision herein shall not waive that party's right to enforce the same provision or any other provision of the Agreement in the future.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2025-108R - DENCO 911 Vote

MEETING DATE: June 24, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of Resolution No.2025-108R appointing one member to the Board of Managers of the Denco Area 9-1-1 District.

INFORMATION:

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advises the district of its selection by 5 p.m. on July 31, 2025. No votes will be accepted after that time. If a nominating municipality does not formally vote, its nomination will automatically count as a vote for its nominee.

STAFF RECOMMENDATION:

Approve Resolution No. 2025-108R, casting the city's official vote. The official motion will need to include the name of the person receiving the City's vote to be added to the language of the resolution.

Information regarding the mission, structure, and service area of the Denco Area 911 district can be found at the following link -<https://www.denco.org/about-us>

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Denco Area 9-1-1 District Board of Managers - Cover Letter
2. Denco Area 9-1-1 District Board of Managers - FY2025 Board of Managers
3. Denco Area 9-1-1 District Board of Managers - Candidates Information
4. RES NO 2025-108R- DENCO Area 9-1-1 District Vote for Appointment 2-Year Term



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 2, 2025

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2025, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2025. Denco received the following nominations by the May 30, 2025 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
John Smith, Jr.	City of The Colony Town of Hickory Creek Town of Shady Shores
Steve Southwell	City of Lewisville
Sue Tejml	City of Oak Point Town of Copper Canyon

Sue Tejml has withdrawn from consideration due to mobility challenges and requests that her name be removed from the ballot.

The Denco Area 9-1-1 District requests that each municipality vote for either John Smith or Steve Southwell and advise the district of its selection by **5 p.m. on July 31, 2025**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

Denco Area 9-1-1 District Board of Managers FY2025

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2025
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2025
- Former Mayor of Copper Canyon
- Attorney at Law, Copper Canyon

Jim Carter, Secretary

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2026
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2026
- Businessman, Denton

Chief Eric Schlotter

- Appointed by the Denton County Fire Chiefs Association
- Member since October 2024
- Term expires September 2025
- Fire Chief, City of Aubrey

All voting members serve two-year terms and are eligible for re-appointment.

Contact

john.smith@hickorycreek-tx.gov

www.linkedin.com/in/jmsmithjr
(LinkedIn)

Top Skills

Strategic Planning

Proven Leadership

Community Partnership
Development

John M. Smith Jr

Town Manager | Executive Director of Economic Development Corporation
Hickory Creek, TX

Public Service Experience

Town of Hickory Creek

- Town Manager May 2015 - Present
- Executive Director of Economic Development Corporation May 2015 – Present
- Mayor 2006-2015
- Councilmember 2002-2006

Professional Experience

- Peterbilt Motors
- Home Interior and Gifts
- United Parcel Service

Certifications

- Certified Public Manager
- Code Enforcement Officer
- Stormwater Inspector

Community Involvement

- Lake Dallas Independent School District Educational Improvement Committee.
- North Central Texas Economic Development District Board.
- Boy Scouts of America – Eagle Scout

Education

Dallas Baptist University, Bachelor of Science

Steve Southwell

Principal Consultant | Civic Leader | U.S. Marine Corps Veteran

Contact: steve@lewisvilleparkalliance.org 214-280-6439 -

995 Downey Dr., Lewisville TX 75067

Stephen "Steve" Southwell is a Principal Consultant with Progress Software Corporation, where he brings over 25 years of experience specializing in secure, transactional online database systems. His career has focused on designing and maintaining systems that are highly reliable, scalable, and resilient — with particular emphasis on performance, maintainability, and, above all, security. He has supported critical IT infrastructure for clients across sectors such as telecommunications, healthcare, insurance, manufacturing, and financial services.



Steve began his career in 1996 as a software developer working with the Progress (now OpenEdge) platform and has grown into a trusted technical advisor, contributing to open-source projects and leading modernization initiatives. With more than two decades of continuous service through the evolution of firms like Turnaround Computing, BravePoint, and Thomson Reuters, Steve's expertise lies in building systems that organizations depend on when precision and uptime are non-negotiable.

A Lewisville resident since 1999, Steve has a long record of local public service. He has been appointed to numerous city boards, including the Arts Advisory Board, Oil and Gas Advisory Board (Chairman), Vision 2025 Committee, and three terms on the Charter Review Commission. He served on the Blue Ribbon Bond Committee, which received the 2024 Spirit of Lewisville Award for its work on major city investment initiatives.

His civic engagement also includes education and neighborhood advocacy. Steve served on several Lewisville ISD committees, including the Strategic Design Committee, and was a board member of the Central Park Area Neighbors Association, helping negotiate mineral rights for hundreds of households. From 2015 to 2018, he published the *Lewisville Texan Journal*, an award-winning newspaper focused on civic transparency and local accountability.

Steve holds a Bachelor of Business Administration from the University of North Texas and served in the U.S. Marine Corps Reserve from 1989 to 1995, attaining the rank of Sergeant as a tank mechanic. He is a graduate of the Lewisville Citizen Police and Citizen Fire Academies and currently serves as treasurer on the board of Lewisville Park Alliance, a nonprofit that supports the city's park system and provides educational and recreational access to local youth. He also volunteers with Keep Lewisville Beautiful, where his wife Jennifer is a board member.

A firm believer in servant leadership, Steve values transparent, accountable, and fiscally responsible government. He promotes a nonpartisan, cooperative approach to civic leadership, where differing viewpoints are welcomed and unified under shared goals.

Steve and his wife of 30 years, Jennifer, raised their two sons in Lewisville. In his free time, he enjoys amateur radio, motorcycles, and walking the city's trail system. He plays cornet in the Old Town Brass community band.

RESOLUTION NO. 2025-108R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 772, health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

Section 1. The City of Roanoke hereby votes to appoint _____, as a member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2025.

Section 2. That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Roanoke, Texas, on this the 24th day of June, 2025.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

Jeannie Homer, Executive Assistant

APPROVE AS TO FORM AND LEGALITY:

Jeff Moore, City Attorney



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 2025 - P&Z Board Appointments

MEETING DATE: June 24, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint three (3) members to the Planning and Zoning Commission for a term ending July 2027.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2025 - P&Z Application - Diana Smith
2. 2025 - P&Z Application - Nicole Serralta
3. 2025 - P&Z Application - Mark McCullough
4. 2025 - P&Z Application - James Andrew Burroughs
5. 2025 - P&Z Application - Jeannie De Fazio
6. 2025 - P&Z Application - Pamela Fenn

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WARD 3

Planning & Zoning Commission

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

7:00 PM

First (1st) & Third (3rd) Monday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

- ☒ Available to attend on specified day and time
- ☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

- ☒ Yes
- ☐ No

Applicant First & Last Name *

Diana Smith

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

26 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

You can obtain your VUID from the [Denton County Elections Administration](#) website.

Occupation *

Business Owner

Work Experience Applicable to the board position to which you are applying.

I own a business here in Roanoke and have extensive management experience. Through my involvement in various organizations, I've developed strong leadership skills and the ability to effectively communicate and connect with people. Clear and meaningful communication is essential in everything I do, ensuring success in both business and community engagement.

Other Special Knowledge or Experience Applicable to the board position to which you are applying.

I have had the privilege of serving on the Planning and Zoning Commission for the past two years, gaining valuable insight into zoning regulations, land use policies, and community development. Throughout my tenure, I have actively contributed to discussions and decision-making that shape the growth and infrastructure of our city.

Additionally, I was involved in the recent bond election, where I directly engaged with citizens—making phone calls, answering questions, providing key information, and encouraging voter participation. This experience strengthened my ability to communicate complex policies, build trust with the community, and advocate for informed decision-making.

With my background in municipal planning and community engagement, I am eager to continue serving and ensuring that our city's development aligns with both present needs and future aspirations.

Previous Volunteer Experience (Church Civic, Youth, etc.)

I am deeply committed to serving my community and have years of hands-on experience in civic engagement, leadership, and volunteerism. My passion for community development and strategic planning makes me an ideal candidate for this position. Faith is at the center of all I do, and I strive to serve with integrity and purpose.

☒ Public Safety & Community Involvement:

Graduated from both the Citizens Police Academy and Citizens Fire Academy, gaining a strong understanding of public safety operations.

Served for many years as Secretary of the Citizens Police Academy and continue to actively volunteer with the Police Department today.

☒ Leadership & Organizational Expertise:

President of FORMAL (Friends of the Roanoke Museum and Library), advocating for historical and educational preservation.

President of WISE Women's Networking, supporting local businesses and female entrepreneurs in Roanoke. Wise is active in the community and we are offering a NISD senior a scholarship which we do annually.

☒ Civic Engagement & Voter Awareness:

Played a role in the recent Bond Election, making calls, engaging with citizens, providing information, and encouraging voter participation.

☒ Faith & Community Service:

Church is a foundational part of my life, shaping my values and approach to serving the community.

Volunteer at the Roanoke Food Pantry, assisting in food drives to support those in need.

With my proven leadership, dedication, and deep-rooted connection to our community, I am eager to bring my experience and passion to the Planning and Zoning Commission. I would be honored to continue serving and contributing to the thoughtful development of our city.

Have you attended a meeting of the board/commission for which you have applied?

☒ Yes

☐ No

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WARD 3

Planning & Zoning Commission

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

7:00 PM

First (1st) & Third (3rd) Monday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

☒ Available to attend on specified day and time

☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

☒ Yes

☐ No

Applicant First & Last Name *

Nicole Serralta

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

13 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

You can obtain your VUID from the [Denton County Elections Administration](#) website.

Occupation *

Small Business Owner

Work Experience Applicable to the board position to which you are applying.

With over 25 years of experience in business leadership and organizational strategy, I bring a strong foundation in decision-making, long-term planning, and cross-sector collaboration. As the CEO of Certified Tech Solutions and Director of Regional Business Alliances (RBA), I've led initiatives that help organizations streamline operations, develop scalable systems, and align their goals with broader community and economic objectives.

My leadership background includes guiding startups, supporting franchise development, and fostering strategic partnerships through my role at RBA. These experiences have refined my ability to assess opportunities from multiple perspectives, engage diverse stakeholders, and support balanced, sustainable growth.

I am also a proud graduate of the Metroport Chamber of Commerce's Regional Advantage Leadership program, an immersive civic experience that deepened my understanding of local and regional development. Through this program, I had the opportunity to connect with city officials, community leaders, and state legislators, gaining insight into how local planning intersects with state-level policy and economic strategy. This experience reinforced my commitment to thoughtful, community-minded leadership.

In addition to my professional work, I serve on the board of Women in Successful Entrepreneurship (WISE) and support Mission Ready, a nonprofit dedicated to assisting active-duty military members and their families throughout the DFW Metroplex. These roles reflect my dedication to service, equity, and empowering individuals and families across our region.

I am passionate about Roanoke's continued success and would be honored to serve on the Planning and Zoning Commission to contribute my experience, perspective, and commitment to responsible community development.

Other Special Knowledge or Experience Applicable to the board position to which you are applying.

I bring extensive experience in business development, leadership, and cross-sector collaboration. My participation in the Metroport Chamber's Regional Advantage Leadership program provided valuable insight into municipal operations and state-level policymaking. I also serve on nonprofit boards that support entrepreneurship and military families, reflecting a deep commitment to community engagement and service.

Previous Volunteer Experience (Church Civic, Youth, etc.)

I've served on the boards of Women in Successful Entrepreneurship (WISE) and Mission Ready, supporting women entrepreneurs and active-duty military families. I've also volunteered with local youth mentorship programs, religious outreach initiatives, and community development events through the Metroport Chamber and Regional Business Alliances. Additionally, I've been actively involved with Northwest ISD, supporting student enrichment programs and community engagement efforts.

Have you attended a meeting of the board/commission for which you have applied?

☒ Yes

☐ No

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WARD 1

Planning & Zoning Commission

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

7:00 PM

First (1st) & Third (3rd) Monday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

☒ Available to attend on specified day and time

☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

☒ Yes

☐ No

Applicant First & Last Name *

Mark McCullough

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

consistently since 2006

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

You can obtain your VUID from the [Denton County Elections Administration](#) website.

Occupation *

Industrial Mechanic

Work Experience Applicable to the board position to which you are applying. *

Able to read blueprints, understand city ordinances, live within the community

Other Special Knowledge or Experience Applicable to the board position to which you are applying. *

saved and restored 3 homes in Old Town Roanoke.

Previous Volunteer Experience (Church Civic, Youth, etc.) *

P&Z commissioner, previously on Roanoke's historical board.

Have you attended a meeting of the board/commission for which you have applied? *

☒ Yes

☐ No

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WARD 3

Planning & Zoning Commission

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

7:00 PM

First (1st) & Third (3rd) Monday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

☒ Available to attend on specified day and time

☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

☒ Yes

☐ No

Applicant First & Last Name *

James Andrew Burroughs

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

23 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

You can obtain your VUID from the [Denton County Elections Administration](#) website.

Occupation *

Student

Work Experience Applicable to the board position to which you are applying. *

I am a college student and working on graduating August 1st, 2025.

Other Special Knowledge or Experience Applicable to the board position to which you are applying. *

I work in the field of Geography and Geographical Information Systems (GIS).

Previous Volunteer Experience (Church Civic, Youth, etc.) *

I volunteered at the Police Department in prior years in the gift-wrapping event.

Have you attended a meeting of the board/commission for which you have applied? *

☒ Yes

☐ No

This form was created inside of City of Roanoke, Texas.

Google Forms

RECEIVED

JUN 17 2025

WARD 1

Planning & Zoning Commission

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

7:00 PM

First (1st) & Third (3rd) Monday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

☒ Available to attend on specified day and time

☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

☒ Yes

☐ No

Applicant First & Last Name *

Jeannie De Fazio

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

2 years

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

You can obtain your VUID from the [Denton County Elections Administration](#) website.

Occupation *

Commercial Real Estate Development

Work Experience Applicable to the board position to which you are applying. *

Over 40 years experience in retail, mixed use, office and industrial real estate development, leasing and management, as well as real estate brokerage and in-house representation of retailers in site selection. Currently employed by IKEA as Real Estate Development Leader for Texas, OK, NM, LA, NE, KS & CO.

Other Special Knowledge or Experience Applicable to the board position to which you are applying. *

Built my own prior residence from ground up. Provided retail and restaurant recruitment services for City Manager in Vista, CA to assist with reinvigoration of Downtown district.

Previous Volunteer Experience (Church Civic, Youth, etc.) *

Local Board Member International Council of Shopping Centers, NAR, NTCAR, ULI, NAIOP, WIRE, CREW, Deals in Heels Dallas, Roanoke Planning Commission (interim term).

Have you attended a meeting of the board/commission for which you have applied? *

☒ Yes

☐ No

This form was created inside of City of Roanoke, Texas.

Google Forms

06/18/2025

WARD 1

Planning & Zoning Commission

To be eligible to serve on a board or commission, you must be a Roanoke resident for a minimum of twelve (12) months.

Meeting Time, Day and Location *

7:00 PM

First (1st) & Third (3rd) Monday of each month

Roanoke City Hall

500 S. Oak Street

Roanoke, TX 76262

☒ Available to attend on specified day and time

☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

Roanoke Home Rule Charter

Section 8.01 - Authority, composition and procedures.

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during the twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, shall, upon approval of the City Council forfeit his or her position on the board, commission, or committee.

☒ Yes

☐ No

Applicant First & Last Name *

Pamela Fenn

Address *

Home/Cell Phone *

Email Address *

Eligibility

How long have you lived within the Roanoke City Limits? *

14 months

Are You Registered to Vote in Roanoke? *

☒ Yes

☐ No

Voter Registration (VUID) Number *

You can obtain your VUID from the [Denton County Elections Administration](#) website.

Occupation *

Self Employed. Insurance Broker

Work Experience Applicable to the board position to which you are applying. *

Middle Management. IBM Corporation for 10 years.

Executive Management. MCI/Verizon for 7 years.

Loan Officer. Nationstar Mortgage/Mr. Cooper for 5 years.

Nursing Home Administrator. McKinney Health and Rehab for 3 years.

Financial Advisor. UBS for 2 years.

Denton County Appraisal Review Board. 4 years.

Other Special Knowledge or Experience Applicable to the board position to which you are applying. *

My MBA degree in Finance and Business Administration along with my work experience as indicated above has equipped me with knowledge in various areas. Understanding the objectives and mission of the City of Roanoke, analyzing the issues at hand from a operational and financial perspective, making recommendations based on knowledge of the situation and of course being a collaborative team member are critical in ensuring successful planning and zoning organization.

I have owned property in Roanoke for over 14 years and have a vested interest in the direction the City is headed. I currently live here and want to be involved in the growth of the City. I believe the P&Z is an organization that needs to implement boundaries following the City directives but at the same time be flexible in the justifiable exceptions and variances made.

Previous Volunteer Experience (Church Civic, Youth, etc.) *

Executive Board Member of Women's Club, Small Group Bible Leader, PTA leader when my kids were young. Involved with the Roanoke Senior Center. Lead activities there and other neighboring Senior Centers and 55 plus communities..

Have you attended a meeting of the board/commission for which you have applied? *

☒ Yes

☐ No

This form was created inside of City of Roanoke, Texas.

Google Forms



CITY COUNCIL AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: PH Notice - ORD NO 2025-106 - Townhome Use

MEETING DATE: June 24, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending Planned Development District Ordinance No. 2000-124, and the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, by amending Ordinance No. 2000-124 to allow a Townhome Use on an approximately 13.798-Acres of Land, being a portion of Lot 1R5, Block 1, PPR Roanoke Retail Addition. The property is generally located northeast of Marshall Creek Road and US Hwy 377. (Ordinance No. 2025-106)

No action to be taken on this item.

INFORMATION:

The Planning and Zoning Commission tabled this item at their June 16, 2025 meeting.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2025 -106 - Zoning Text Amendment - Amend 2000-124 - townhome use



City of Roanoke Notice of Public Hearing Zoning Amendment

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

CITY OF ROANOKE NOTICE OF PUBLIC HEARING ZONING AMENDMENT

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, JUNE 24, 2025, TO CONSIDER AMENDING PLANNED DEVELOPMENT DISTRICT ORDINANCE NO. 2000-124, AND THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, BY AMENDING ORDINANCE NO. 2000-124 TO ALLOW A TOWNHOME USE ON AN APPROXIMATELY 13.798-ACRES OF LAND, BEING A PORTION OF LOT 1R5, BLOCK 1, PPR ROANOKE RETAIL ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S. OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Friday, June 6, 2025, by 5:00 p.m.

April S. Hill, City Secretary

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

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



CITY COUNCIL AGENDA ITEM

TO: Planning and Zoning Board

SUBJECT: Ordinance 2025-106

MEETING DATE: June 24, 2025

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and recommendation on Ordinance No. 2025-106 amending Ordinance No. 2000-124 of the City of Roanoke, Texas, to allow Townhomes use on approximately 13.798 acres of land consisting of Block 1, Lot 1R5, of the PPR Roanoke Retail Addition. The property is generally located northeast of Marshall Creek Road and US Hwy 377.

No action to be taken on this item.

INFORMATION:

The Planning and Zoning Commission tabled this item at their June 16, 2025 meeting.

The applicant is requesting an amendment to this PD to change the permitted uses from commercial retail to residential attached single-family dwelling townhomes. The proposed development would include 164 total units and one amenity center with a swimming pool located outdoors. A complete data table with proposed setbacks and area regulations are included in the concept plan as an attachment.

Planning Analysis

- **Sec. 12.622. - Planned Development Requirements.**

Any development requirements for a particular PD district that deviate from those of the base zoning district(s) shall be set forth in the amending ordinance granting the PD district. These shall include, but may not be limited to: allowed or additional uses, lot/tract area, lot/tract width, lot/tract depth, yard depths and widths, building height and size, building exterior construction, lot/tract coverage, floor area ratio, parking, access,



CITY COUNCIL AGENDA ITEM

screening, landscaping, accessory buildings, signs, lighting, project phasing or scheduling, property management associations, and other requirements as the City Council and Planning and Zoning Commission may deem appropriate.

Access - One new access point will be provided on Marshall Creek Rd in addition to exiting access along Hwy 377.

Height - 2 stories, 27ft.

Masonry - 25% masonry, 75% cementitious fiber board. 65% masonry on front elevations.

Garage Configuration - Proposed, front access. Required, rear access.

A minimum of two (2) enclosed parking spaces for each dwelling unit, located behind, beside or incorporated into the dwelling unit, and accessed only from the rear via an alley, and located on the same lot/tract as each dwelling unit (see article VII, division 2 of this chapter, Off-Street Parking and Loading Requirements).

Densities - Required, 8 units per gross acre, Provided, 12 units per gross acre.

STAFF RECOMMENDATION:

It is staff's recommendation this property remain retail, as it is currently zoned. The proposed amendment does not meet the area regulations listed in our Comprehensive Zoning Ordinance for single-family attached residential. The densities are higher than what is currently permitted for attached residential units and garages are required to be located in the rear portion of the lots, accessed by an alley.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Zoning Application- Marshall Creek Townhomes - Use for CivicClerk
2. ORD NO 2025-106 - Zoning Amendment - PD2000-124 - Allow Townhomes - jlm draft - 041825
3. JPI_Concept Plan
4. JPI_Landscape Plan
5. Roanoke Vista Traffic Impact Analysis
6. CFA Support Letter



CITY OF ROANOKE
500 S. OAK STREET
ROANOKE, TEXAS 76262
(817) 491-2411 FAX (817) 491-2242

ZONING APPLICATION

Applicant/Agent Name Rich Darragh		Home Phone	Mobile Phone 314-954-2051
Address 9001 Cypress Waters Blvd.		City / State Irving	Zip 75019
Property Owner(s) Darrell Lake		Home Phone	Work Phone 817-657-1180
Address, City, State, Zip			
Present Zoning Classification PD	Requested Zoning Classification PD "As Is" with the addition of SFA	Acreage/Lot of Requested Zoning Classification 13.3 Acres	

Are any Deed restrictions in place that would prevent this property being used in the manner herein proposed?

☐ Yes ☒ No

If yes, list restrictions _____

Proposed use: Townhomes

Justification for requested zoning change: Tough visibility and site shape for retail to succeed. Furthermore, this site could be developed as multiple hotel sites and townhomes fit in better with the surroundings.

I authorize the City of Roanoke to place one change of zoning sign on the subject property to remain in place for the duration of the zoning change process.

[Signature]
Applicant Signature and Date

Attach one (1) electronic copy in a pdf format of the Metes & Bounds description of the property and a survey map of the property. Fees for Zoning Request is \$250.00 plus \$10.00 per acre. Fees are subject to change if amended by Ordinance.

Authorization:

I/We PPR Roanoke Retail Ltd owner(s) of the above described property do hereby authorize _____ to act on my/our behalf in making and representing this zoning change application.

[Signature]
Signature of owner

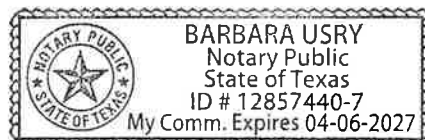
3.17.25
Date

State of Texas

County of Harris

Sworn to and subscribed before me on the 17 day of March, 2025 by William Darrell Lake
(year) (name of owner).

Notary Seal



[Signature]
Notary Public's Signature

07/20/2023

Please submit to permits@roanoketexas.com with supporting documents. City of Roanoke | 500 S. Oak Street | Roanoke, TX 76262 | 817-491-2411

ORDINANCE No. 2025-106

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING ORDINANCE NO. 2000-124, TO ALLOW A TOWNHOME USE ON AN APPROXIMATELY 13.798 ACRES OF LAND, BEING A PORTION OF LOT 1R5, BLOCK 1, PPR ROANOKE RETAIL ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN *EXHIBIT A* OF THIS ORDINANCE, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 12.124(b) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, “[f]or requests involving proposed changes to the text of the Zoning Ordinance, notice of the Planning and Zoning Commission hearing shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the City before the fifteenth (15th) calendar day prior to the date of the public hearing. Changes in the Ordinance text which do not change zoning district boundaries do not require written notification to individual property owners;” and

WHEREAS, Section 12.127(c) of the Code of Ordinances of the City of Roanoke, Texas, provides as follows, “[n]otice of the City Council public hearing for a zoning, rezoning or Zoning Ordinance text amendment request shall be given in the same manner as that for the public hearing before the Planning and Zoning Commission as required in Section 12.124;” and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Roanoke, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of Roanoke, Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Roanoke, Texas, is of the opinion and finds that said changes should be granted and that the Zoning Ordinance should be amended.

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

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 the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, is hereby amended for an approximately 13.798-acres of land, being a portion of Lot 1R5, Block 1, PPR Roanoke Retail Addition, an addition to the City of Roanoke, Denton County, Texas, and being more particularly described in *Exhibit A* of this Ordinance, which is attached hereto and incorporated herein for all purposes, by amending Table 1 of Ordinance Number 2000-124 approved by the City Council of the City of Roanoke, Texas, on November 14, 2000, entitled “Allowed Uses” to allow a Townhome use on said 13.798-acres of land.

Section 3. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 4. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. REPEALER CLAUSE

Any provision of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 6. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 27th day of May, 2025.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

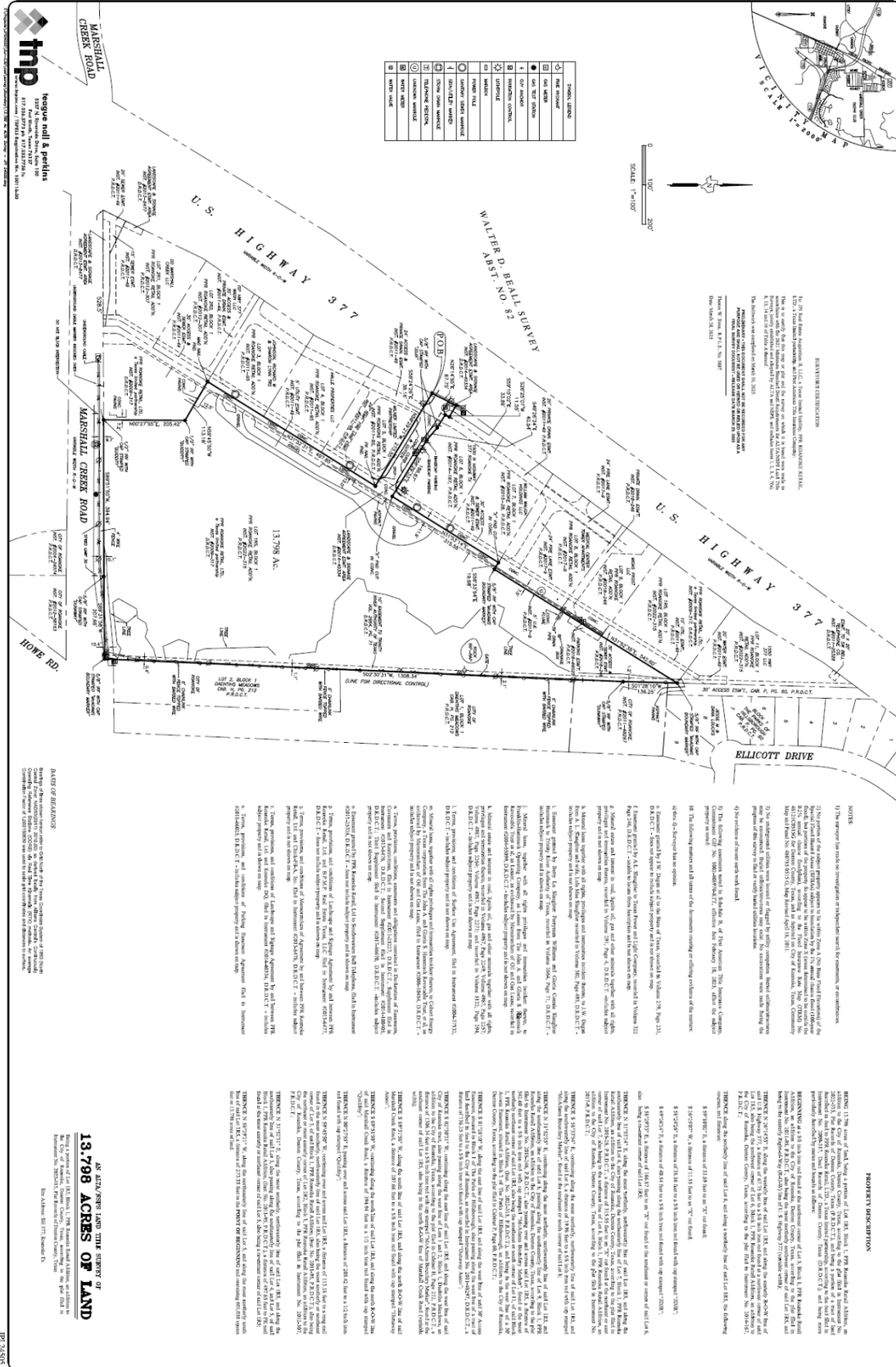
April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

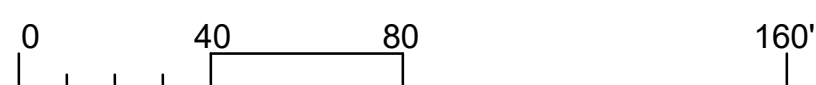
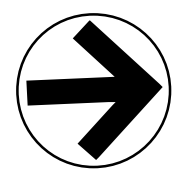
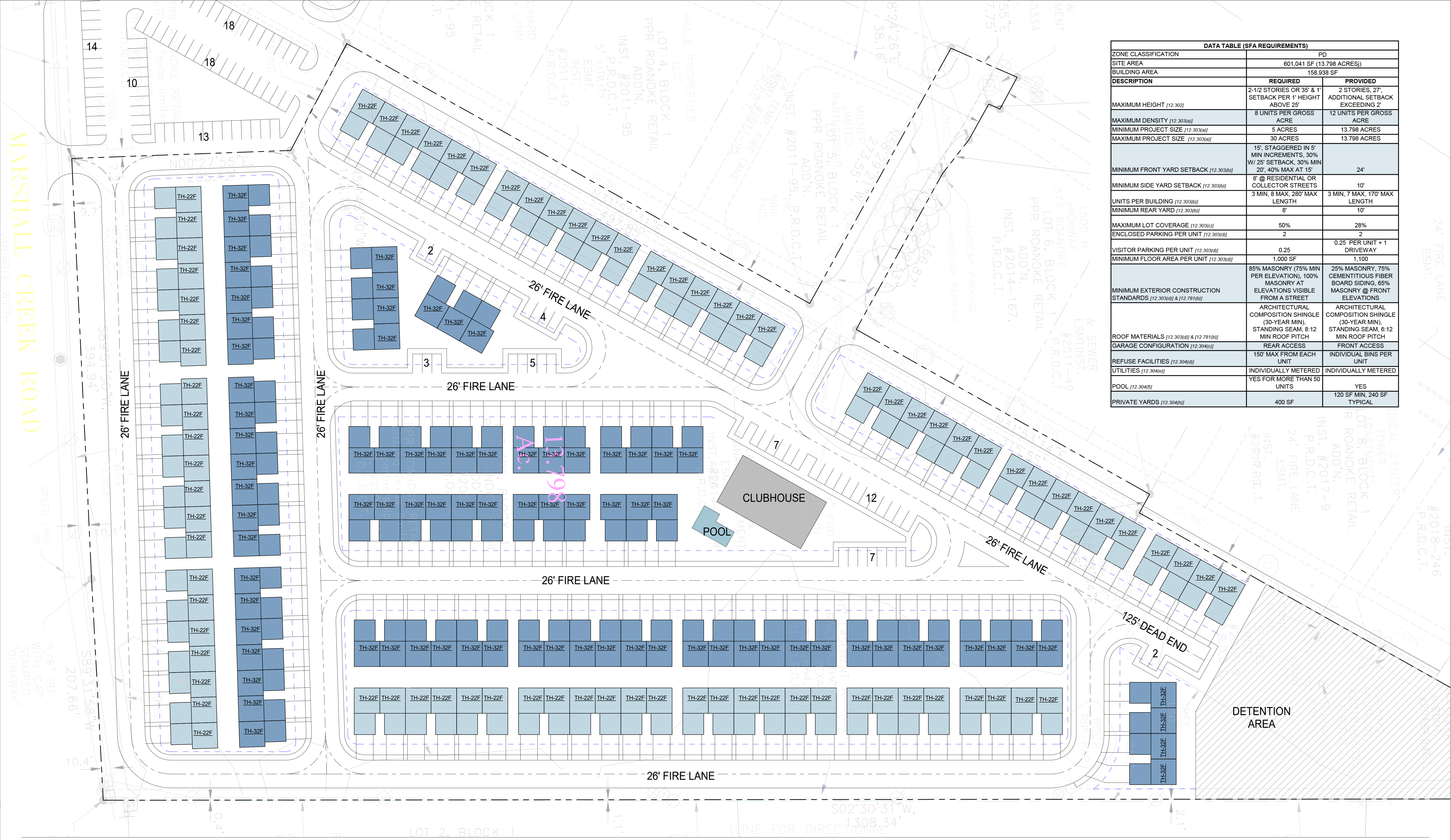
Exhibit A

[Legal Description and/or Depiction of the Property]



MARSHALL CREEK ROAD

DATA TABLE (SFA REQUIREMENTS)		
ZONE CLASSIFICATION	PD	
SITE AREA	601,041 SF (13.798 ACRES)	
BUILDING AREA	158,938 SF	
DESCRIPTION	REQUIRED	PROVIDED
	2-1/2 STORIES OR 35' & 1' SETBACK PER 1' HEIGHT ABOVE 25'	2 STORIES, 27' ADDITIONAL SETBACK EXCEEDING 2'
MAXIMUM HEIGHT [12.302]	8 UNITS PER GROSS ACRE	12 UNITS PER GROSS ACRE
MAXIMUM DENSITY [12.303(a)]	5 ACRES	13.798 ACRES
MINIMUM PROJECT SIZE [12.303(a)]	30 ACRES	13.798 ACRES
MAXIMUM PROJECT SIZE [12.303(a)]	15', STAGGERED IN 5' MIN INCREMENTS, 30% W/ 25' SETBACK, 30% MIN 20', 40% MAX AT 15'	24'
MINIMUM FRONT YARD SETBACK [12.303(b)]	8' @ RESIDENTIAL OR COLLECTOR STREETS	10'
MINIMUM SIDE YARD SETBACK [12.303(b)]	3 MIN, 8 MAX, 280' MAX LENGTH	3 MIN, 7 MAX, 170' MAX LENGTH
UNITS PER BUILDING [12.303(b)]	8'	10'
MINIMUM REAR YARD [12.303(b)]	50%	28%
MAXIMUM LOT COVERAGE [12.303(c)]	2	2
ENCLOSED PARKING PER UNIT [12.303(d)]	0.25	0.25 PER UNIT + 1 DRIVEWAY
VISITOR PARKING PER UNIT [12.303(d)]	1,000 SF	1,100
MINIMUM FLOOR AREA PER UNIT [12.303(d)]	85% MASONRY (75% MIN PER ELEVATION), 100% MASONRY AT ELEVATIONS VISIBLE FROM A STREET	25% MASONRY, 75% CEMENTITIOUS FIBER BOARD SIDING, 65% MASONRY @ FRONT ELEVATIONS
MINIMUM EXTERIOR CONSTRUCTION STANDARDS [12.303(d)] & [12.781(b)]	ARCHITECTURAL COMPOSITION SHINGLE (30-YEAR MIN), STANDING SEAM, 8:12 MIN ROOF PITCH	ARCHITECTURAL COMPOSITION SHINGLE (30-YEAR MIN), STANDING SEAM, 8:12 MIN ROOF PITCH
ROOF MATERIALS [12.303(d)] & [12.781(b)]	REAR ACCESS	FRONT ACCESS
GARAGE CONFIGURATION [12.304(c)]	150' MAX FROM EACH UNIT	INDIVIDUAL BINS PER UNIT
REFUSE FACILITIES [12.304(d)]	INDIVIDUALLY METERED	INDIVIDUALLY METERED
UTILITIES [12.304(e)]	YES FOR MORE THAN 50 UNITS	YES
POOL [12.304(f)]	400 SF	120 SF MIN, 240 SF TYPICAL
PRIVATE YARDS [12.304(h)]		



Townhome Schedule 2	
Name	Count
TH-22F	81
TH-32F	83
	164

LOT 1R5, BLOCK 1
PPR ROANOKE RETAIL ADD'N.
INST. #2022-315
P.R.D.C.T

SITE PLAN
JPI Roanoke
JPI
4/3/25
LAS #P0186-24

ROANOKE TOWNHOMES
US 377 AND MARSHALL CREEK ROAD
ROANOKE, TEXAS

OWNER:
JPI DEVELOPMENT
9001 CYPRESS WATERS BLVD.
SUITE 2A
DALLAS, TX 75019
CONTACT: ANISH JOSPEH

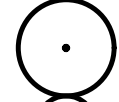
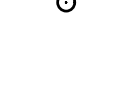
NOT FOR
CONSTRUCTION

DATE:
04/07/2025 SITE PLAN

SHEET TITLE:
LANDSCAPING
PLAN

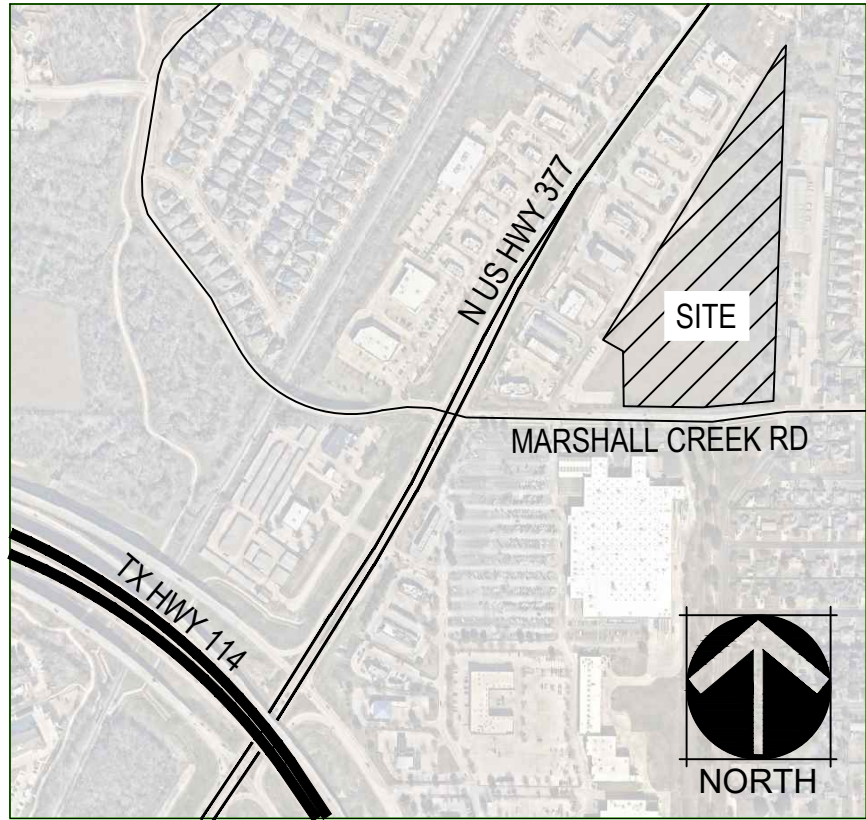
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PLANT SCHEDULE

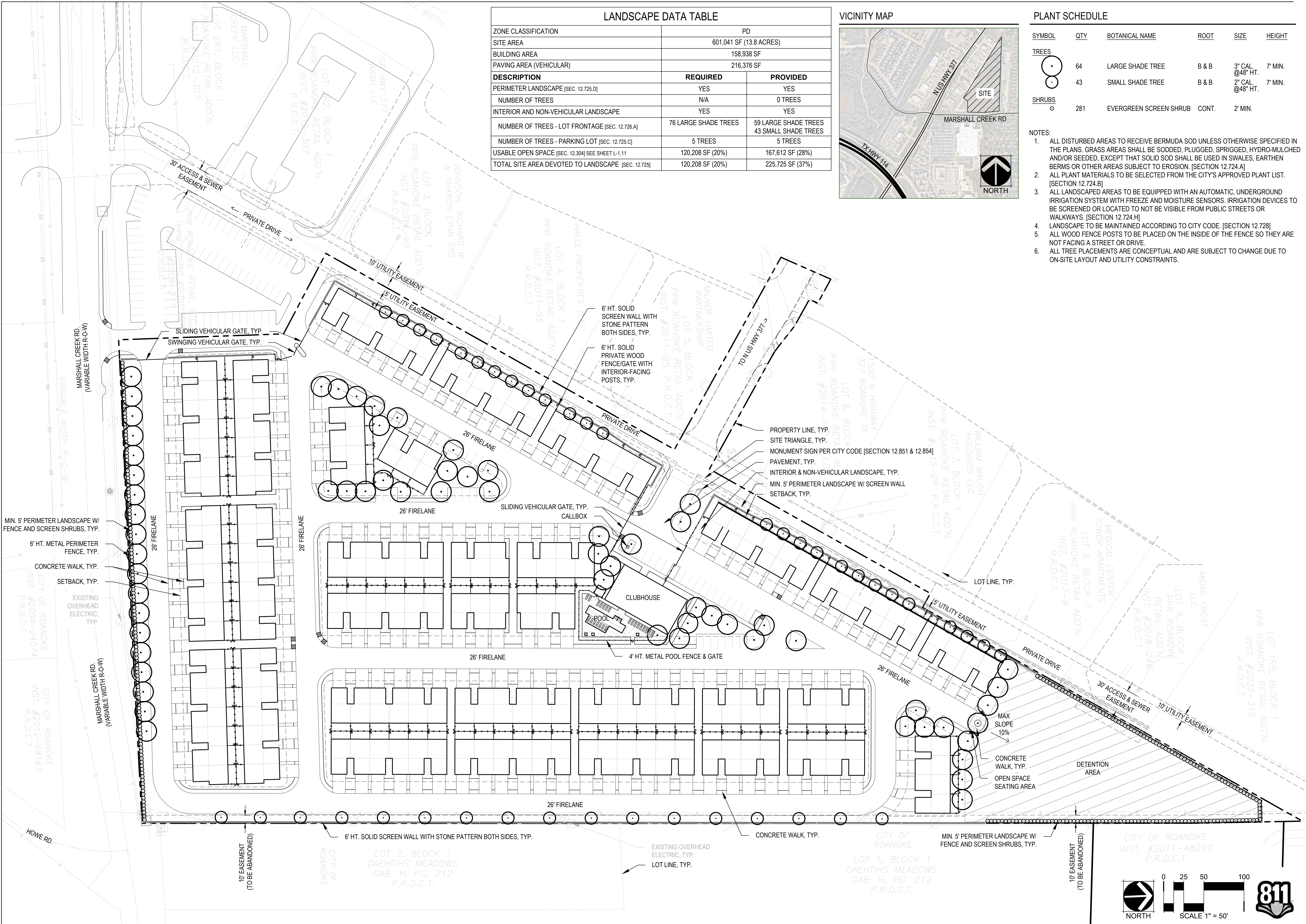
SYMBOL	QTY	BOTANICAL NAME	ROOT	SIZE	HEIGHT
TREES					
	64	LARGE SHADE TREE	B & B	3" CAL. @48" HT.	7' MIN.
	43	SMALL SHADE TREE	B & B	2" CAL. @48" HT.	7' MIN.
SHRUBS					
	281	EVERGREEN SCREEN SHRUB	CONT.	2' MIN.	

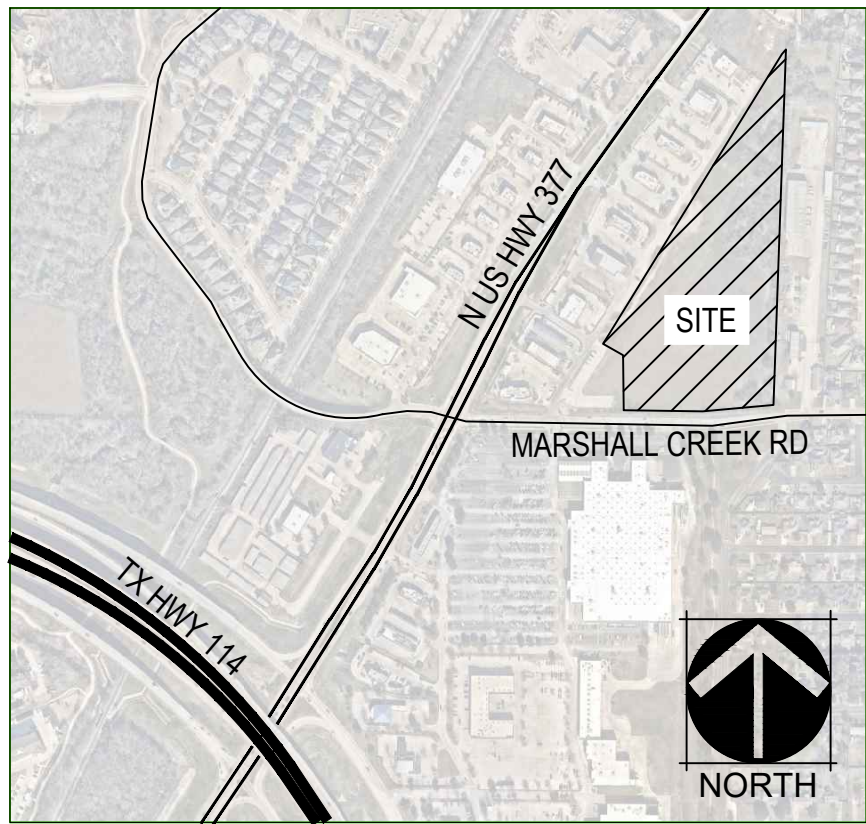
- NOTES:
- ALL DISTURBED AREAS TO RECEIVE BERMUDA SOD UNLESS OTHERWISE SPECIFIED IN THE PLANS. GRASS AREAS SHALL BE SODDED, PLUGGED, SPRIGGED, HYDRO-MULCHED AND/OR SEEDDED, EXCEPT THAT SOLID SOD SHALL BE USED IN SWALES, EARTHEN BERMS OR OTHER AREAS SUBJECT TO EROSION. [SECTION 12.724.A]
 - ALL PLANT MATERIALS TO BE SELECTED FROM THE CITY'S APPROVED PLANT LIST. [SECTION 12.724.B]
 - ALL LANDSCAPED AREAS TO BE EQUIPPED WITH AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM WITH FREEZE AND MOISTURE SENSORS. IRRIGATION DEVICES TO BE SCREENED OR LOCATED TO NOT BE VISIBLE FROM PUBLIC STREETS OR WALKWAYS. [SECTION 12.724.H]
 - LANDSCAPE TO BE MAINTAINED ACCORDING TO CITY CODE. [SECTION 12.728]
 - ALL WOOD FENCE POSTS TO BE PLACED ON THE INSIDE OF THE FENCE SO THEY ARE NOT FACING A STREET OR DRIVE.
 - ALL TREE PLACEMENTS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DUE TO ON-SITE LAYOUT AND UTILITY CONSTRAINTS.

VICINITY MAP



LANDSCAPE DATA TABLE		
ZONE CLASSIFICATION	PD	
SITE AREA	601,041 SF (13.8 ACRES)	
BUILDING AREA	158,938 SF	
PAVING AREA (VEHICULAR)	216,376 SF	
DESCRIPTION	REQUIRED	PROVIDED
PERIMETER LANDSCAPE [SEC. 12.725.D]	YES	YES
NUMBER OF TREES	N/A	0 TREES
INTERIOR AND NON-VEHICULAR LANDSCAPE	YES	YES
NUMBER OF TREES - LOT FRONTAGE [SEC. 12.726.A]	76 LARGE SHADE TREES	59 LARGE SHADE TREES 43 SMALL SHADE TREES
NUMBER OF TREES - PARKING LOT [SEC. 12.725.C]	5 TREES	5 TREES
USABLE OPEN SPACE [SEC. 12.304] SEE SHEET L-1.11	120,208 SF (20%)	167,612 SF (28%)
TOTAL SITE AREA DEVOTED TO LANDSCAPE [SEC. 12.725]	120,208 SF (20%)	225,725 SF (37%)

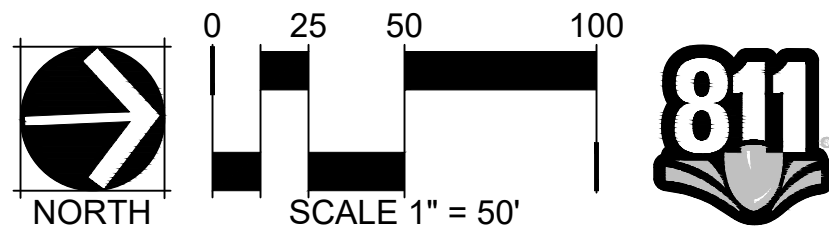




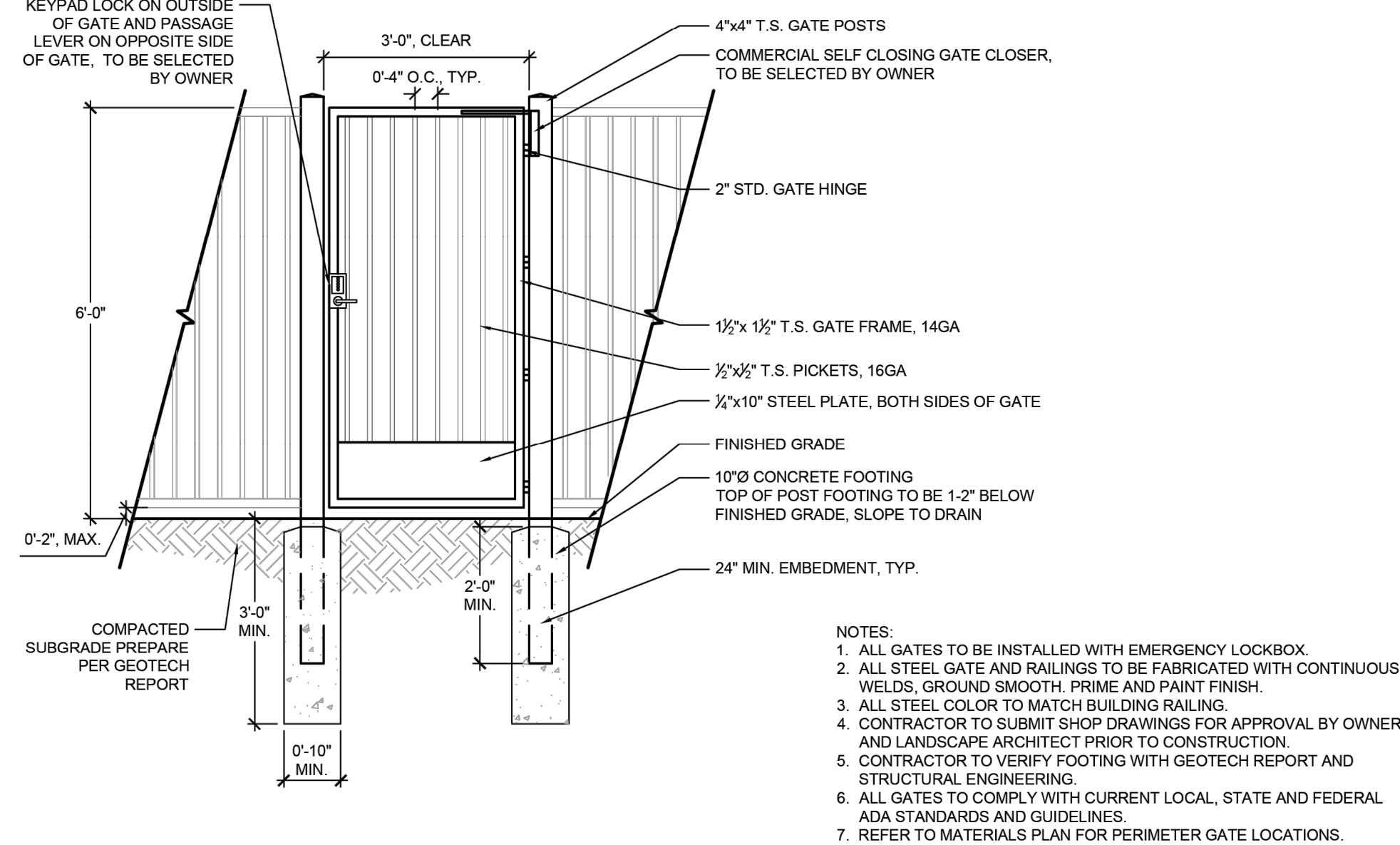
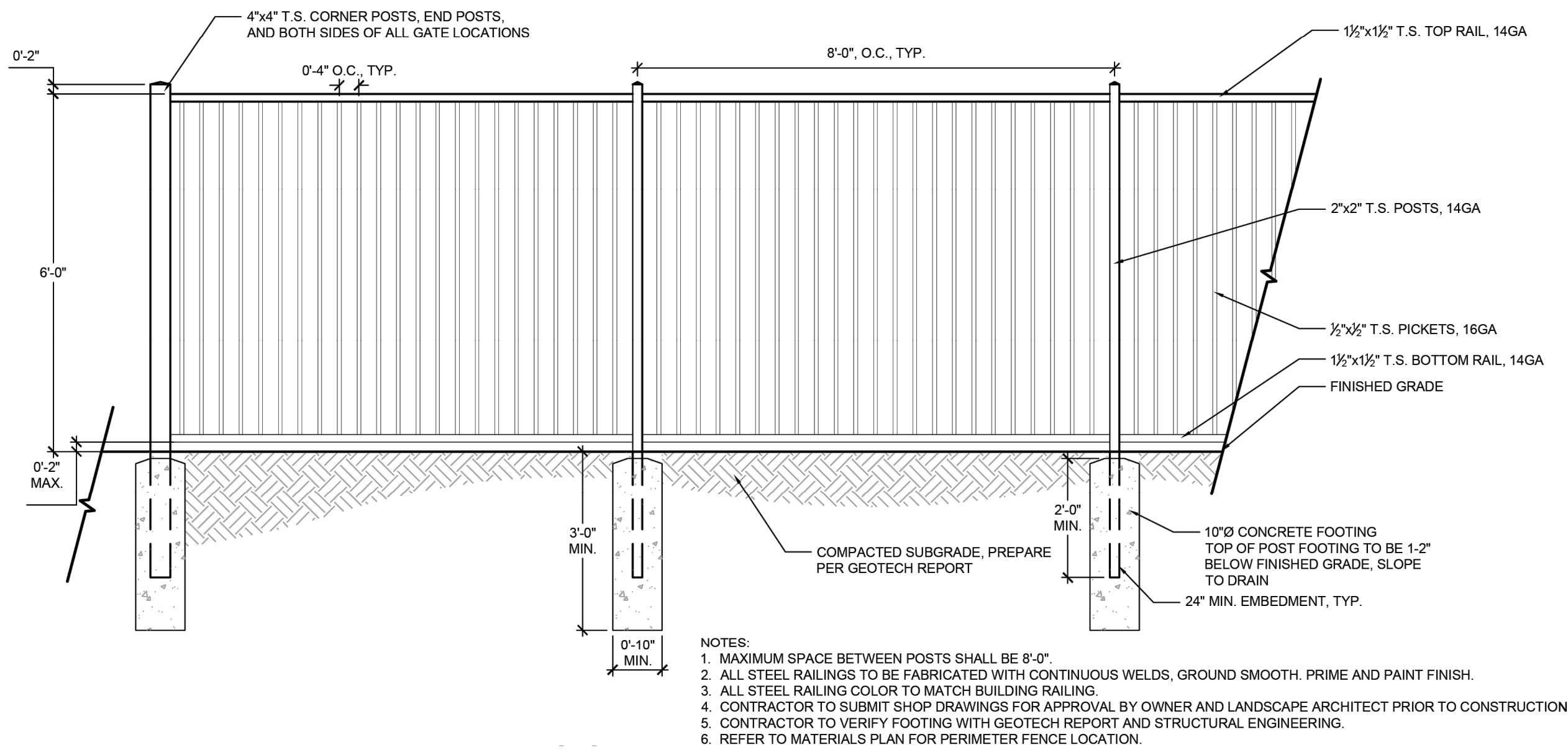
USABLE OPEN SPACE

NOTES:

1. SEE CHART ON SHEET L-1.10 FOR QUANTITIES.



CHECKED BY: RL, JW
DRAWN BY: EH

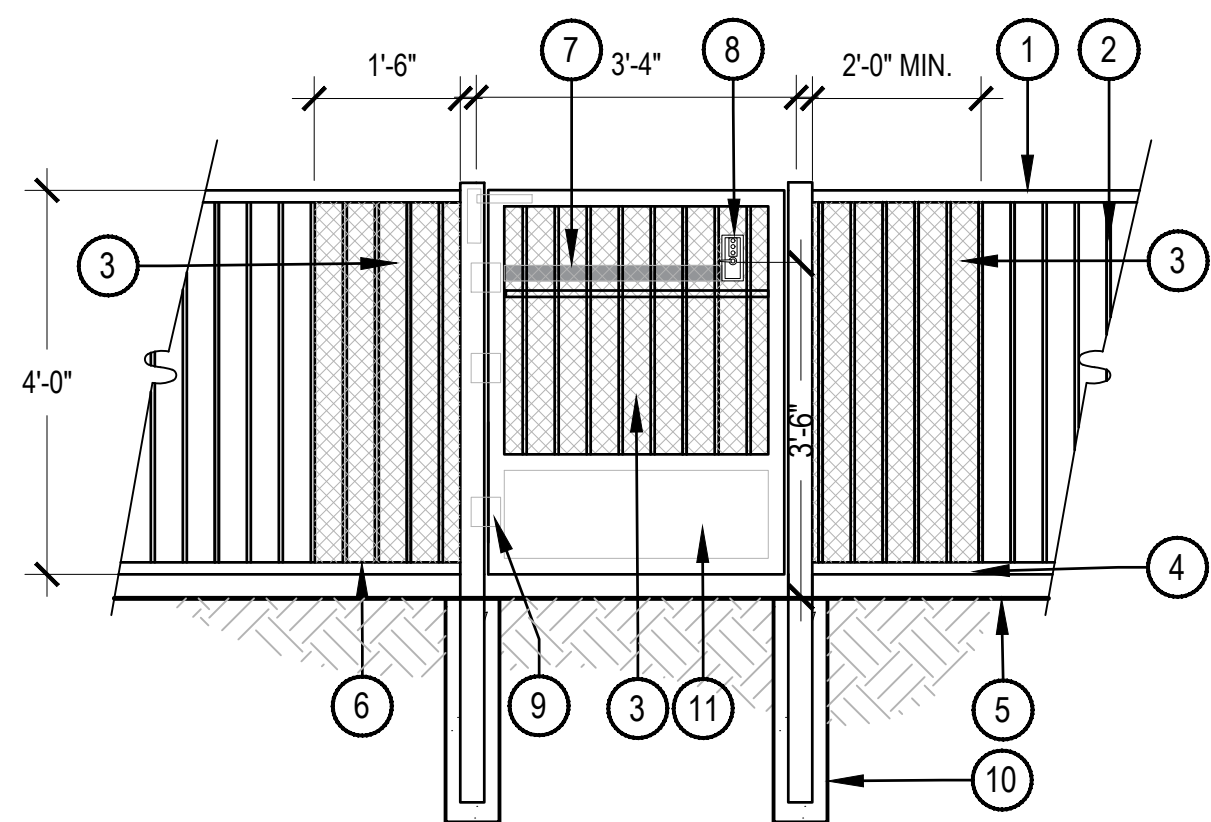


1 PERIMETER FENCE

SCALE: 1/2" = 1'-0"

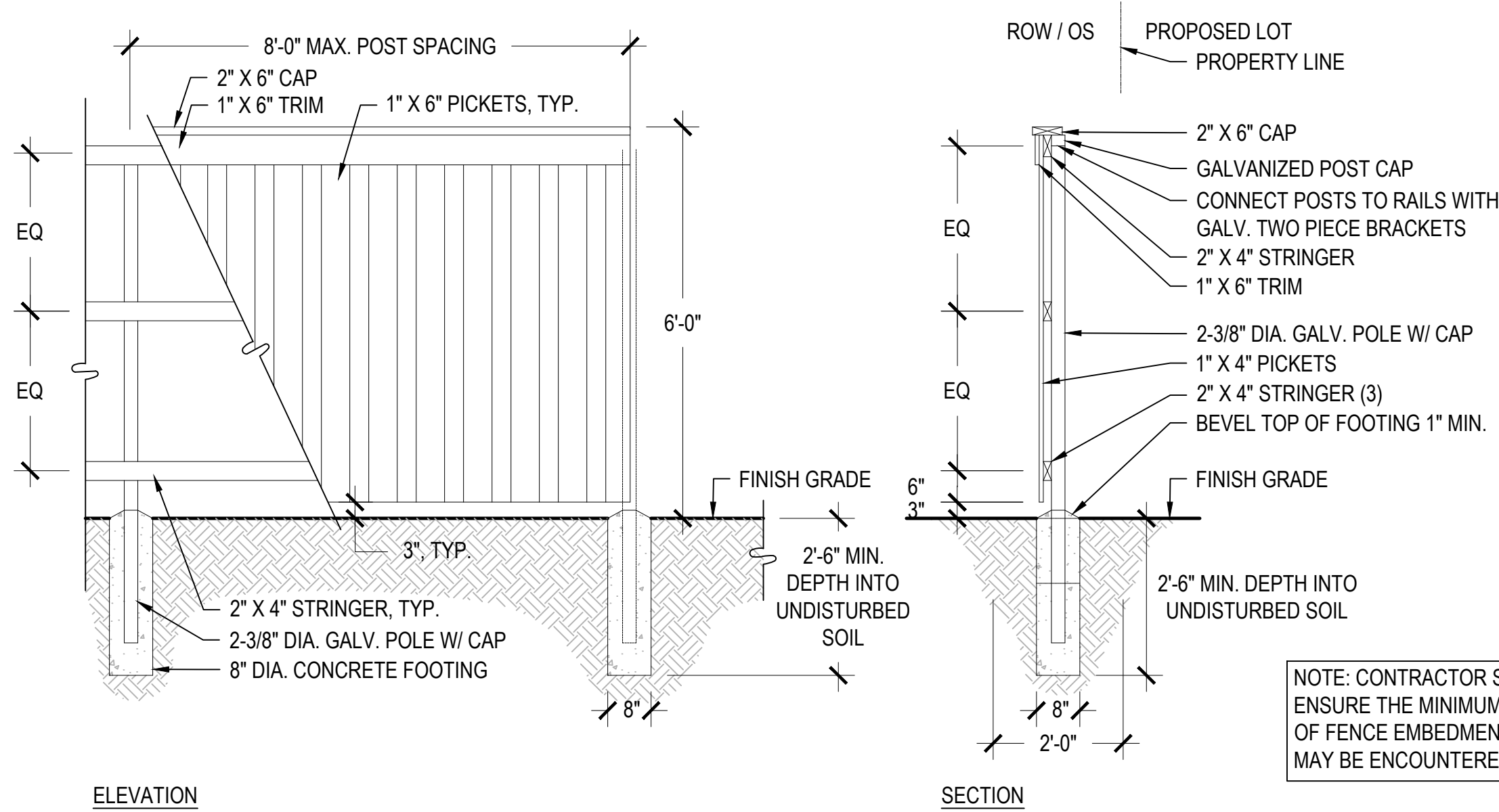
2 PERIMETER GATE

SCALE: 1/2" = 1'-0"



- NOTES:
1. GATE TO BE EQUIPPED WITH VERTICAL GATE CLOSER FOR 180 DEGREE HINGES.
 2. ALL POOLS TO BE EQUIPPED WITH HYDRAULIC VERTICAL GATE CLOSER FOR 180 DEGREE HINGES.
 3. GATE SHALL HAVE A MINIMUM 18" W X 60" CLEAR PULL SIDE CLEARANCE LEVER TYPE HARDWARE SHALL BE LOCATED ON BOTH SIDES AND MOUNTED WITH 48" AFF ALL LEVER TYPE HARDWARE TO BE INSTALLED ON BOTH SIDES OF GATES WITHIN MAXIMUM 48" AFF.

- NOTES:
1. NORRIS DESIGN HAS PROVIDED THIS DETAIL FOR REFERENCE PURPOSE, THIS DETAIL HAS NOT BEEN ENGINEERED.
 2. NORRIS DESIGN IS NOT RESPONSIBLE FOR STRUCTURAL DESIGN AND CALCULATIONS.
 3. ALL FENCE PANELS SHALL BE SET LEVEL WITH STEPS TO FOLLOW GRADE. THE MAXIMUM STEP SHALL BE 6". ADJUST POST SPACING AS NEEDED SO THERE IS NO GREATER THAN A 6" GAP FROM THE BOTTOM RAIL TO FINISH GRADE.
 4. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY OWNER.
 5. GATES TO HAVE MIN. 18"W X 60"D NET CLEAR PULL SIDE CLEARANCE AND MIN. 12"W X 48"D NET CLEAR PUSH SIDE CLEARANCES.
 6. GATE HARDWARE TO BE LEVER TYPE, LOCATED ON BOTH SIDES OF GATES, MOUNTED WITHIN 48" A.F.F., AND OPERATING FORCE NOT TO EXCEED MAX. 8.5 LBS.
 7. STRUCTURAL PLANS, FOOTINGS, AND REINFORCEMENTS TO BE PROVIDED BY CONTRACTOR.
 8. PICKET DIMENSIONS MEASURED TO CENTERLINE OF PICKET.
 9. FENCE POLES AND STRINGERS TO BE MOUNTED TO THE INSIDE OF THE LOT TO NOT BE SEEN FROM A STREET OR DRIVE.



3 POOL FENCE & GATE

SCALE: 1/2" = 1'-0"

4 6' WOOD FENCE

SCALE: 1/2" = 1'-0"

SCENARIO	LAND USE	QUANTITY	DAILY TRIP ENDS (WEEKDAY)	AM PEAK HOUR TRIP ENDS (ADJACENT STREET PEAK)			PM PEAK HOUR TRIP ENDS (ADJACENT STREET PEAK)		
				In	Out	Total	In	Out	Total
Site Plan	Townhomes 164 Dwelling Units ITE LUC #215 (Single Family Attached)	164	1,199	20	60	80	56	39	94
	SubTotal		1,199	20	60	80	56	39	94
Scenario 1	3 Hotels 125 keys each ITE LUC #312 (Business Hotel)	375	1,508	53	82	135	64	52	116
	Retail/Medical Space 25,000 sqft ITE LUC #822 (Strip Retail Plaza <40k)	25	1,361	35	24	59	82	82	165
	SubTotal		2,869	88	106	194	146	135	281
Scenario 2	Retail 135,800 sqft ITE LUC #821 (Shopping Plaza 40-150k, Supermarket - Yes)	135.8	12,832	297	182	479	589	638	1,226
	SubTotal		12,832	297	182	479	589	638	1,226



May 19, 2025

Hello Members of the Planning & Zoning Commission for Roanoke, Texas!

My name is James Spitzer and I've had the pleasure of meeting recently with both Roanoke's City Manager, Cody Petree, and J.R. Hames, Development Services Manager, to review and discuss Chick-fil-A's reinvestment plans to purchase just over one-acre of adjoining property owned by an entity managed by Darrell Lake. Our existing CFA restaurant in Roanoke at 1300 N. Hwy 377 has consistently been a strong performing restaurant thanks to both the strong residential and business growth within the Roanoke community and surrounding trade area, and the excellent leadership and exceptional service from our Roanoke Operator Sandy Lamb and her team!

The primary purpose for my letter this evening to each of you Commissioners and Roanoke's Leadership is to express Chick-fil-A's strong support for Amending the existing Planned Development District Ordinance No. 2000-124 from Commercial Retail Zoning to allow for JPI's proposed \$80M quality development of 164 Residential attached Single-Family Townhomes and related Amenity Center/Clubhouse.

My first and foremost reason for Chick-fil-A's complete support for approving the Townhome development is JPI's significant financial commitment with a long-standing reputation as first-class Developer's to help the City of Roanoke, CFA and Roanoke residents solve the long-standing daily traffic congestion at the Hwy 377 & Marshall Creek intersection adjacent to our restaurant! We are excited and 100% onboard with JPI's plan to widen Marshall Creek east of Hwy 377 to install 2 left-turn lanes going southbound on Hwy 377 to help morning traffic flow, 1 thru lane for access to Briarwyck & Roanoke Elementary, and 1 right-turn lane for northbound traffic on Hwy 377. The Marshall Creek widening completion alone will be a tremendous benefit to Chick-fil-A, WalMart, and all the other retail/restaurant tenants near this intersection, as well as the residents of Roanoke!

Secondly, after reviewing the JPI Traffic Impact Analysis, the proposed 164 Townhomes to be developed on under 14-acres will generate significantly less additional traffic flow and daily trips at this already busy intersection than a traditional retail shopping center or potential Grocery tenant. A first-class, well-maintained Townhome development by JPI with only 164 units will be a more complimentary use for the existing Roanoke retail & restaurant tenants, without compounding the daily traffic congestion.

Lastly, JPI has a long-standing reputation as one of the premier Developer's in the country, and these Townhome Units should be excellent housing options for a diverse range of residential prospects looking to live in Roanoke from young couples with or without children. Also, these attractive Townhomes will be appealing to empty-nester residents of Roanoke ready to downsize and forego the burden of ongoing home maintenance! Either way, in my opinion the JPI Townhome development will be

a positive addition to the City of Roanoke, and Chick-fil-A welcomes their new residents as our future neighbors!!

Sincerely,

A handwritten signature in black ink, appearing to read "James Spitzer".

James Spitzer
Director, Real Estate
Chick-fil-A, Inc.
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Atlanta, GA 30349

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