

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

**OCTOBER 14, 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. Mayor Gierisch will swear in Officer Kevin Buchanan to his new position of Corporal.

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 September 23, 2025.



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OF THE ROANOKE CITY COUNCIL**

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2. Consider approval of an Interlocal Cooperation Agreement between the City of Roanoke and Denton County, Texas, for Library Services.
3. Consider approval of a contract between the City of Roanoke and AXON for the purchase of Taser 10 devices for the Roanoke Police Department.
4. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for the use of the Denton County Radio Communication System.
5. Consider approval of an agreement between the City of Roanoke and Metroport Meals on Wheels, Inc. for Community Services.
6. Consider approval to award bid for the annual contract for Oak Street Christmas Lighting and City-owned building lighting to Illuminart Inc in the amount of \$134,147.

F. NEW BUSINESS

1. Consideration and action of Ordinance No. 2025-120, approving the 2024 edition of the International Fire Code and local amendments thereto.
2. Consideration and action on approval of Ordinance No. 2025-121 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.
3. Consideration and action on approval of Resolution No. 2025-116R, expressing official intent to reimburse costs of projects.
4. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for the Oak Street Corridor Zoning District, by amending Section 12.492 of the Code of Ordinances entitled "Schedule Of Uses," by amending the "Educational, Public Administration, Health Care and Other Institutional Uses" to provide for a new use entitled "Microschool" as a permitted use within the Oak Street Zone, Neighborhood Transition Zone, Highway 377 Zone, and Civic/Mixed Use Zone; and amending Section 12.500 entitled "Definitions" by adding a definition for "Microschool." (Ordinance No. 2025-112)
5. Consideration and action on a Zoning Ordinance Amendment request from Tammy Dwight-Ministero, amending the Comprehensive Zoning



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Ordinance of the City of Roanoke, Texas, by amending Chapter 12, Article III, Division 15, of the Code of Ordinances, of the City of Roanoke, Texas, entitled “Oak Street Corridor Zoning District”, by amending Section 12.492 of the Code of Ordinances entitled “Schedule of Uses,” by amending the “Educational, Public Administration, Health Care and Other Institutional Uses” to provide for a new use entitled “Microschools” that is a permitted use within the Oak Street Zone, Neighborhood Transition Zone, Highway 377 Zone, and Civic/Mixed Use Zone; and amending Section 12.500 entitled “Definitions” by adding a definition for “Microschools.” (Ordinance No. 2025-112)

6. Consideration and action on a Site Plan (SP-2025-06) request from Hunter Harrison for a retail, restaurant, and medical commercial development to be located on an approximate 1.276 acres of land, being a part of the PPR Roanoke Addition, City of Roanoke Texas, Denton County Texas. The property is generally located along Highway 377 between Bobcat Boulevard and Marshall Creek Road.
7. Consideration and action on a Site Plan (SP-2025-07) request from Misty Holloway for a new parking lot to be located on an approximate 128.3 acres of land, being a part of the Alliance Gateway-Food Lion Addition, City of Roanoke Texas, Denton County Texas. The property is generally located at 743 Henrietta Creek Road.
8. Consideration and action for a façade grant application for Texas BAH, LLC located 101 Travis Street, Roanoke, TX 76262.
9. Consideration and action for a façade grant application from The 206 located at 206 North Oak Street, Roanoke, TX 76262.
10. Consideration and action to appoint three (3) members to the Parks and Recreation Board for a term ending October 2027.

G. EXECUTIVE SESSION

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

Section 551.087

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 — US LBM Holdings LLC



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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 — US LBM Holdings LLC

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

H. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Tuesday, October 7, 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



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Swearing In - Officer Kevin Buchanan to his new position of Corporal

MEETING DATE: October 14, 2025

DEPARTMENT: Police

ITEM SUMMARY:

Mayor Gierisch will swear in Officer Kevin Buchanan to his new position of Corporal.

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

None



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 09/23/2025 - CC Minutes

MEETING DATE: October 14, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on September 23, 2025.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 09-23-2025

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
SEPTEMBER 23, 2025
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

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

DEPT. STAFF: Assistant City Manager Jeriahme Miller, Chief of Police Jeff Williams, Fire Chief Chris Addington, Parks and Recreation Director Ray McDonald, Library Director Kelly Holt, Finance Director Kyle Lester, Finance Administrator Rebecca Tambunga, Economic Development Manager Siale Langi, Emergency Management Officer Amanda Meneses, City Planner Matthew Ellis, Events Manager Michael Davenport, Human Resources Manager Jamie Seil, Development Services J.R. Hames, Public Engagement Manager Sandra Pettigrew, and Executive Assistant Babette Welch.

ABSENT: Mayor Pro Tem Holly Gray and Councilmember Hogan Page.

A. CALL CITY COUNCIL TO ORDER

City Council called to order at 7:01 p.m.
Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

Mayor Gierisch extended a huge "Thank You!" to the Roanoke Fire Department and the Roanoke Police Department with their assistance in regard to a personal emergency.

Mayor Gierisch announced the Fire Department Open House will be held on October 4th and the Push In Ceremony will be held on October 11th.

Mayor Gierisch announced in honor of his wife, they will be participating in the "Walk to End Alzheimer's" event in Grapevine, Texas.

Mayor Gierisch introduced Events Manager Michael Davenport.

Events Manager Michael Davenport announced the Annual Celebrate Roanoke Event will be held on Saturday, October 11th, from noon to 10:00 p.m. Channel 8 WFAA will be the



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broadcaster sponsor, which will do a 30 second promotional video highlighting the event and downtown Roanoke, with Mayor Gierisch being a guest on Good Morning Texas. In addition, Pinstack will sponsor the drone show, and Mayor Gierisch will be giving a radio promotion for the event, on 99.5 The Wolf.

Mayor Gierisch read a proclamation declaring October 2025 as National Chiropractic Health Month, during the "Proclamation" section of the agenda.

C. PUBLIC INPUT

No one wished to speak.

D. PROCLAMATION

1. Mayor Gierisch read a proclamation declaring October 5-11, 2025 as Fire Prevention Week.
2. Mayor Gierisch read a proclamation declaring October 7, 2025 as National Night Out.

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 September 9, 2025.
2. Consider approval of the minutes from the City Council and Planning and Zoning Commission Joint Workshop held on September 9, 2025.
3. Consider approval of Resolution No. 2025-115R, denying Oncor Electric Delivery Company LLC's application to change rates within the City, and the City's Reasonable Rate Case Expenses shall be reimbursed by the Company.

Motion made by Bryan Moyers second by David Thompson to approve Consent Agenda Items 1 through 3.

Motion carried unanimously.

F. NEW BUSINESS

1. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for the Oak Street Corridor Zoning District, by amending



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Section 12.492 of the Code of Ordinances entitled "Schedule of Uses," by amending the "Educational, Public Administration, Health Care and Other Institutional Uses" to provide for a new use entitled "Microschool" as a permitted use within the Oak Street Zone, Neighborhood Transition Zone, Highway 377 Zone, and Civic/Mixed Use Zone; and amending Section 12.500 entitled "Definitions" by adding a definition for "Microschool." (Ordinance No. 2025-112)

No action was taken on this item.

2. Consideration and recommendation on a Zoning Ordinance Amendment request from Tammy Dwight-Ministero, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, by amending Chapter 12, Article III, Division 15, of the Code of Ordinances, of the City of Roanoke, Texas, entitled "Oak Street Corridor Zoning District", by amending Section 12.492 of the Code of Ordinances entitled "Schedule of Uses," by amending the "Educational, Public Administration, Health Care and Other Institutional Uses" to provide for a new use entitled "Microschools" that is a permitted use within the Oak Street Zone, Neighborhood Transition Zone, Highway 377 Zone, and Civic/Mixed Use Zone; and amending Section 12.500 entitled "Definitions" by adding a definition for "Microschools." (Ordinance No. 2025-112)

No action was taken on this item.

3. Motion made by David Thompson second by David Brundage to approve Ordinance No. 2025-118 amending the FY 2024-2025 Budget.

Motion carried unanimously.

4. Motion made by Bryan Moyers second by David Thompson to approve Ordinance No. 2025-119, amending Appendix A - Fee Schedule of the City of Roanoke Code of Ordinances.

Motion carried unanimously.

5. Motion made by David Thompson second by Bryan Moyers to appoint Victor Molaschi, Angie Grimm, and John Thompson to the Crime Control and Prevention District board for a term ending September 2027

Motion carried unanimously.

6. Motion made by Bryan Moyers second by Brian Darby to appoint Elizabeth Ellenbecker and Melissa Diorio to the Art and History Trail Committee for a term ending August 2028.

Motion carried unanimously.

G. EXECUTIVE SESSION

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



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

Section 551.071 and 551.072- To seek legal advice from the city attorney; to deliberate the purchase, exchange, lease, or value of real property - Lady Bug Park and the Briarwyck neighborhood park located at 1115 Bentley Drive.

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

RECONVENE INTO REGULAR SESSION

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

CITY COUNCIL RECONVENED INTO REGULAR SESSION AT 8:03 P.M.

1. **Sections 551.071 and 551.072 of the TEXAS GOVERNMENT CODE** To seek legal advice from the city attorney; to deliberate the purchase, exchange, lease, or value of real property - Lady Bug Park and the Briarwyck neighborhood park located at 1115 Bentley Drive.

No action taken.

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

No action taken.

H. ADJOURNMENT

Motion made by David Thompson second by Brian Darby to adjourn the meeting at 8:03 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: City Council Members

SUBJECT: Interlocal Agreement - Denton County for Library Services

MEETING DATE: October 14, 2025

DEPARTMENT: Library

ITEM SUMMARY:

Consider approval of an Interlocal Cooperation Agreement between the City of Roanoke and Denton County, Texas, for Library Services.

INFORMATION:

Denton county will provide library funding in the amount of \$19,300 for the 2025-2026 fiscal year on the conditions that the Roanoke Public Library:

- provide free library cards to all Denton County residents
- use filters on their public computer network to block access to obscene internet sites
- provide educational and reading incentive programs for youth, functional literacy materials for adults, job training or career development resources for all ages, outreach to eliminate barriers to library access, and educational programs to enhance the quality of life for adults

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

This agreement will add an additional \$19,300 to the library's budget this fiscal year and provide library services to all residents of Denton County.

ATTACHMENTS:

1. 2025-2026 ICA Library Services - Roanoke

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

ROANOKE PUBLIC LIBRARY

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas, ("the **COUNTY**"), and the City of Roanoke, Texas, ("the **MUNICIPALITY**"), and has an effective date of October 1, 2025.

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

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

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

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

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

I.

The term of this Agreement shall be for the period from October 1, 2025, through September 30, 2026.

II.

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

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

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

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

VIII.

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

IX.

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

The address of the **COUNTY** is: Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is: Roanoke Public Library
c/o City of Roanoke, Texas
500 S. Oak Street
Roanoke, Texas 76262
Attention: Kelly Holt
Telephone: 817-491-2691

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **NINE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$9,300.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable annually to the **MUNICIPALITY** commencing on or about October 1, 2025. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.
2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on an annual basis.
3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed \$10,000.00.

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

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

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2025.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS

CITY OF ROANOKE, TEXAS

By: _____
Andy Eads, County Judge
Denton County, Texas

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

AUDITOR'S CERTIFICATE

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

Denton County Auditor



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: AXON Contract - Taser 10 Devices

MEETING DATE: October 14, 2025

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of a contract between the City of Roanoke and AXON for the purchase of Taser 10 devices for the Roanoke Police Department.

INFORMATION:

This request seeks approval for the Police Department to enter into a contract with AXON to supply officers with Taser 10 devices. These advanced less-lethal tools offer improved reliability over previous models and will enhance the department's ability to safely de-escalate potentially dangerous situations. The deployment of Taser 10s is expected to reduce harm to both officers and suspects, supporting the department's commitment to effective and responsible policing.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 9_10 T10 10 YR For Signature Roanoke Police Dept. - TX



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-753271-45919RS

Issued: 09/19/2025

Quote Expiration: 09/26/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 328235

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Roanoke Police Dept. - TX 609 Dallas Dr Roanoke, TX 76262-6694 USA	Roanoke Police Dept. - TX 609 Dallas Dr Roanoke TX 76262-6694 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryan Sabo Phone: (480) 716-3516 Email: rsabo@axon.com Fax:	Ryan Otero Phone: 8174918114 Email: rotero@roanokepolice.com Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$415,830.00
ESTIMATED TOTAL W/ TAX	\$415,830.00

Discount Summary

Average Savings Per Year	\$17,696.45
TOTAL SAVINGS	\$176,964.47

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$41,583.00	\$0.00	\$41,583.00
Nov 2026	\$41,583.00	\$0.00	\$41,583.00
Nov 2027	\$41,583.00	\$0.00	\$41,583.00
Nov 2028	\$41,583.00	\$0.00	\$41,583.00
Nov 2029	\$41,583.00	\$0.00	\$41,583.00
Nov 2030	\$41,583.00	\$0.00	\$41,583.00
Nov 2031	\$41,583.00	\$0.00	\$41,583.00
Nov 2032	\$41,583.00	\$0.00	\$41,583.00
Nov 2033	\$41,583.00	\$0.00	\$41,583.00
Nov 2034	\$41,583.00	\$0.00	\$41,583.00
Total	\$415,830.00	\$0.00	\$415,830.00

Quote Unbundled Price:	\$592,812.00
Quote List Price:	\$469,740.00
Quote Subtotal:	\$415,830.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	120	\$121.69	\$96.05	\$86.63	\$415,824.00	\$0.00	\$415,824.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$6,000.00	\$6.00	\$6.00	\$0.00	\$6.00
Total							\$415,830.00	\$0.00	\$415,830.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100126	AXON VR - TACTICAL BAG	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	40	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100591	AXON TASER - CLEANING KIT	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	35	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	5	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	40	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	8	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	40	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL	1	1	11/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RUGGEDIZED			
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	11/01/2026
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	11/01/2027
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	04/30/2028
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	04/30/2028
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	11/01/2028
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	11/01/2029
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	11/01/2030
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	11/01/2030
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	40	1	04/30/2031
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	04/30/2033
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	04/30/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	40	12/01/2025	11/30/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101703	AXON VR - USER ACCESS - TASER SKILLS	40	12/01/2025	11/30/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	40	12/01/2025	11/30/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2025	11/30/2035

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	40
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	40
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	40	11/01/2026	11/30/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	11/01/2026	11/30/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	11/01/2026	11/30/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	40	11/01/2026	11/30/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	11/01/2026	11/30/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	8	11/01/2026	11/30/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2026	11/30/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	609 Dallas Dr	Roanoke	TX	76262-6694	USA
1	609 Dallas Dr	Roanoke	TX	76262-6694	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 1	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 2	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 3	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 4	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Nov 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 5	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Nov 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 6	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 6	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Nov 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 7	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 7	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Nov 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 8	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 8	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Nov 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 9	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 9	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Nov 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 10	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.60	\$0.00	\$0.60
Year 10	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	40	\$41,582.40	\$0.00	\$41,582.40
Total				\$41,583.00	\$0.00	\$41,583.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/19/2025





AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ILA - Denton County Radio Communication System

MEETING DATE: October 14, 2025

DEPARTMENT: Fire

ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for the use of the Denton County Radio Communication System.

INFORMATION:

This document represents the consolidated annual agreement for the Roanoke Police and Fire Departments' continued use of the Denton County Radio System.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ILA - Denton County use of Radio Communications System
2. Exhibit A - Roanoke FD & PD - CRCC Invoice

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF ROANOKE FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Interlocal Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Roanoke, Texas, a home-rule city (“Roanoke” or “the City”), both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Interlocal Cooperation Act:

WHEREAS, Denton County and Roanoke are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User City (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Roanoke wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Roanoke and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“*Communications System*” or “*System*” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“*Coordinating Committee*” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“*Infrastructure Management Committee*” means the committee that is responsible for the administration and operation of the Communications System.

“*Subscriber Units*” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“*Talk Group*” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“*Technical Committee*” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“*User*” means any entity with which Denton County has entered into a contract for the provision of communication services through the Communications System.

II.

TERM

2.1 This Agreement is for a period of one (1) year, beginning on the 1st day of October, 2025, and ending on the 30th day of September, 2026, unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF ROANOKE

3.1 Roanoke shall use the System in accordance with this Agreement to provide integration of communications by Roanoke between its users on the System for governmental operations.

3.2 When using the System, Roanoke shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Roanoke uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Roanoke will also abide by the User rules of those Talk Groups.

3.3 Roanoke must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Roanoke is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Roanoke is responsible for all programming of City-owned Subscriber Units.

3.5 Roanoke shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Roanoke, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Roanoke shall be required to have periodic maintenance (PM) performed on its Subscriber Units at least every two years. This PM shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available. The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System.

3.8 The County shall not be liable to the Agency for the lack of interoperability between the Subscriber Units and the System if the Agency fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Roanoke to use County-provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Roanoke. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Roanoke Talk Groups nor make changes to the Roanoke radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System.

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Roanoke before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and Talk Groups and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units and/or Talk Groups in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units and /or Talk Groups.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units/Talk Groups will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the Agencies deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the Agency add Subscriber Units or Talk Groups to the Service within a Term, the Agency agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The Agency shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the Agency the pro-rated amount of the fees previously paid by the Agency for the use of the System for the then current fiscal year.:

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL

LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Roanoke also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Roanoke and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Roanoke. This Agreement may be amended only by written instrument signed by Denton County and Roanoke.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	The City of Roanoke
Contact Person	SCOOTER GIERISCH, MAYOR
Address	500 S. Oak Street
City, State, Zip	Roanoke, Texas 76262
Telephone	817-491-2411
Email	scooter@roanoketexas.com

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not

affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF ROANOKE, TEXAS:

DATE: _____

SCOOTER GIERISCH, MAYOR

ATTEST:

APRIL S. HILL, CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON
COUNTY, TEXAS:**

BY:

DATE: _____

ANDY EADS, COUNTY JUDGE

ATTEST:

DEPUTY COUNTY CLERK

APPROVED AS TO FORM:

ASSISTANT DISTRICT ATTORNEY

Exhibit A

Denton County Sheriff's Office Consolidated Radio Communications System Agreement

FY25-26 Agency Payment Invoice

Agency: Roanoke Fire and Police Departments
Payment Contact Person(s):
Phone Number:
Email(s):
Address:
City, State, Zip:

Agency should include a copy of this invoice with payment

Make checks payable to:	Denton County
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Mail Payments to:	Consolidated Radio Communications Systems Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
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<u>Tier 2</u>
Includes Tier 1 (Radio User Only) + add on of Console Site - \$5 each per month

Department / Radio Number / Cost			
Police	75	\$	4,500.00
Fire	92	\$	5,520.00
Total Amount Due for FY25-26 = \$			10,020.00

Please sign and date below.

Signature of Agency Representative

Title

Date



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Agreement - Metroport Meals on Wheels

MEETING DATE: October 14, 2025

DEPARTMENT: Administration

ITEM SUMMARY:

Consider approval of an agreement between the City of Roanoke and Metroport Meals on Wheels, Inc. for Community Services.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Agreement - Meals on Wheels Community Service

**AGREEMENT FOR COMMUNITY SERVICE
BETWEEN THE CITY OF ROANOKE, TEXAS
AND METROPORT MEALS ON WHEELS, INC.**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT is entered into by and between the City of Roanoke, Texas, located in Denton County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as “City”) and Metroport Meals On Wheels, Inc. (hereinafter referred to as “MMOW”), a non-profit corporation operating in the Metroport area of Northeast Tarrant, south Denton, and south Wise Counties as an organization described in Section 501 (c) 3 of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

WHEREAS, the purpose of MMOW is to deliver hot meals to homes of the frail, elderly, home-bound or those in need in communities including Argyle, Aurora, Bartonville, Bedford, Boyd, Colleyville, Grapevine, Haslet, Justin, Keller, Marshall Creek, North Richland Hills, Northlake, Rhome, Roanoke, Southlake, Trophy Club and Westlake and to manage senior luncheon programs in Colleyville, Flower Mound, Grapevine, Haltom City, Haslet, Highland Village, Justin, Keller, Richland Hills, Roanoke, and Southlake as needed to be available to citizens of these Metroport communities;

WHEREAS, MMOW delivered 76,683 meals to elderly, home-bound and in-need residents of Northeast Tarrant, south Denton, and south Wise Counties between October 1, 2023 and September 30, 2024;

WHEREAS, MMOW provided 87,145 meals to active seniors through the senior center luncheon and activity programs to citizens of these Metroport communities between October 1, 2023 and September 30, 2024; and

WHEREAS, City and MMOW desire to enter into an Agreement whereby MMOW will provide home delivered meals to the elderly, frail, home-bound and those in need in the City of Roanoke who qualify for such meals pursuant to MMOW’s established guidelines and a weekly luncheon and activity program in City’s Community Center

NOW, THEREFORE, KNOW ALL BY THESE PRESENT that City and MMOW do hereby covenant and agree as follows:

SECTION 1

Scope of Services

The Scope of Services shall include:

MMOW

1. To plan, order necessary meals, organize volunteers and deliver one meal per day to homes of elderly, home-bound, or in-need residents of the City Monday through Friday.
2. To plan, order necessary meals and supplies, organize volunteers and provide one meal per week for participants at the Senior Center in the City of Roanoke to be served on Wednesday of each week.

CITY

1. Provide staff liaison to provide guidance and direction to MMOW and monitor activities.

SECTION II

MMOW Operations

The City shall have the right to review the activities and financial records kept incident to the services provided the City by MMOW

SECTION III

Payment for Services

The City agrees to pay MMOW in cash the sum of ten thousand dollars (\$10,000) to defray the cost of providing senior center luncheon programs and delivering meals to the home-bound, elderly and frail residents of the City. Said amount may be distributed to MMOW in [one lump sum] of \$10,000 for fiscal year beginning October 1, 2025 and ending September 30, 2026. Any increase in said fee paid by the City shall be approved by the City of Roanoke City Council. The fee shall be paid upon execution of this Agreement.

SECTION IV

Term of Agreement

The term of this Agreement shall be for a period of one (1) year beginning October 1, 2024 and ending September 30, 2025. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties.

IN WITNESS WHEREOF the City of Roanoke and Metroport Meals On Wheels, Inc. have executed this Agreement on this the 14th day of October, 2025.

ATTEST:

CITY OF ROANOKE

April S. Hill, City Secretary

By: Cody Petree, City Manager

METROPORT MEALS ON WHEELS,
INC.

By: Mary King
Executive Director

Approved as to for and legality:

Jeff Moore, City Attorney



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Award Bid - Illuminart Inc - Oak St Christmas Lighting & City Building Lighting

MEETING DATE: October 14, 2025

DEPARTMENT: Parks

ITEM SUMMARY:

Consider approval to award bid for the annual contract for Oak Street Christmas Lighting and City-owned building lighting to Illuminart Inc in the amount of \$134,147.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. COR Illuminart Christmas Lighting

Christmas lighting installation Contract

This Christmas Light Installation Agreement is for the Christmas installation for 2025, 2026, and 2027. by and between

Illuminart Inc.

1540 Keller Parkway Suite 108-237

Keller, TX 76248

817-605-6101

tim@illuminartinc.com

AND

The City of Roanoke, Texas

500 South Oak Street

Roanoke, TX 76262

mdavenport@roanoketexas.com

Terms and Conditions:

Illuminart will perform the installation, maintenance, storage and take down at The City of Roanoke as outlined below

Installation

- Tree wrapping/lighting may be installed as early as October 01, 2025
- Installation shall be coordinated with City of Roanoke staff
- Full light check with City staff and lighting contractor will happen on Monday, November 24, 2025, after dark.
- The City of Roanoke will require that a representative from the lighting company attend and be present during the Hometown Holiday Event to address any technical issues and ensure all lights are working properly.

Growth

- This pricing does not include growth of the trees for 2026 and 2027. There will be an additional cost to add lights to the trees for growth

Maintenance

- Bi-weekly maintenance checks performed by the contractor from the final light check (November 24, 2025) through removal in early January.
- Timely response to maintenance requests throughout the holiday display period, including problems fixed within 24 hours of request.

Removal

- No decor should be removed before January 5, 2026.
- All tree string wraps and wash lights must be removed by January 30, 2026.

Storage

* 1 Year Storage

Materials and Equipment

* Contractor is responsible for procuring and providing all necessary materials and equipment to complete the job

Warm mini white light-wrapped trees

Area 1 - City Hall Complex to Crocket Street – 58 trees

Area 2 – Crocket Street to Lamar Street – 25 trees

Area 3 - Lamar Street to Main Street – 34 trees

Area 4 - Main Steet to Rusk Street – 24 trees

CROSS STREET TUNNEL LIGHTING MAIN TO RUSK

Area 5 - Rush Street to Travis Street – 55 trees

Area 6 - Travis Street to Byron Nelson Street – 35 trees

Total – 231 Trees

Roanoke City Buildings to be wrapped

(Reinstall digital timers on all City buildings)

Library

Community Center

New Police Station

Fire Department

Recreation Center

New City Hall

Old City Hall

Fire Museum

Public Works Building

Visitor Center

Additional décor

Reinstall wreaths and pillar garland at City Hall

Reinstall new red bows at City Hall

Install and takedown 22-foot panel tree and 26-foot panel tree supplied by the City Parks Department

Pricing

2025 \$134,147.00

2026 \$134,147.00

2027 \$134,147.00

*Any additional materials needed to create the same Christmas lighting package in 2026 and 2027 will be charged at regular pricing. Example – growth from trees, theft, or damage.

Terms

70% payment by October 1st and 30% by January 15th

Signatures

Illuminart Inc.

City of Roanoke, Texas



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2025-120 - Adopting 2024 International Fire Code

MEETING DATE: October 14, 2025

DEPARTMENT: Fire

ITEM SUMMARY:

Consideration and action of Ordinance No. 2025-120, approving the 2024 edition of the International Fire Code and local amendments thereto.

INFORMATION:

To remain compliant with Texas Best Practices, our city must stay current with adopted safety codes. The 2021 International Fire Code is now outdated, and transitioning to the 2024 IFC ensures we do not fall behind state expectations. Adopting the updated code keeps us aligned with recognized standards, strengthens our prevention and enforcement efforts, and protects the city's liability and accreditation standing.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2025-120 IFC Ordinance
2. 2024-IFC-Amendments-Final

ORDINANCE NO. 2025-120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING CHAPTER 3, ARTICLE 3.100, SECTION 3.103 OF THE CODE OF ORDINANCES, BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE, AND LOCAL AMENDMENTS TO THE INTERNATIONAL FIRE CODE; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, the City Council of the City of Roanoke, Texas, is of the opinion that the 2021 Edition of the International Fire Code, along with local amendments hereto, should be adopted as the Fire Code for the City of Roanoke, Texas.

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 Chapter 3, Article 3.100, Section 3.103, of the Code of Ordinances, City of Roanoke, Texas, is hereby amended to read as follows:

Sec. 3.103. International Fire Code Adopted.

- (a) *Adoption.* The International Fire Code, 2024 edition, is hereby adopted and designated as the Fire Code for the City of Roanoke, Texas. A copy of the 2024 Edition of the International Fire Code is on file in the office of the city secretary.
- (b) *Local Amendments.* The following provisions are local amendments to the 2024 International Fire Code. Each provision in this subsection is a substitute for the identically numbered provision contained in the 2024 International Fire Code or is an additional provision added to the 2021 International Fire Code, which is attached hereto as ***Exhibit A***, and is incorporated herein for all purposes.

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 \$2000.00 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 14th day of October, 2025.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

[2024 International Fire Code Local Amendment]

Amendments to the 2024 International Fire Code

The following sections, paragraphs, and sentences of the *2024 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. The underlined type is text inserted. ~~Lined through type is deleted text from IFC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2021 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2024 code.

Notes:

To facilitate adoption, some I-Code sections contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For example, the IFC contains:

Section 101.1. Insert: [name of jurisdiction]

Section 112.4. Insert: [offense, dollar amount, number of days]

Section 1103.5.3. Insert: [date by which sprinkler system must be installed]

For further information or assistance with adoption, including a sample ordinance, jurisdictions should contact the Code Council. Appendices must be specifically adopted by Ordinance and if adopted we have included recommended amendments to the Appendices.

Explanation of Options A and B:

Please note that as there is a wide range in firefighting philosophies/ capabilities of cities across the region, and as a result, OPTIONS "A" and "B" are provided in the Fire and Building Code amendments. Jurisdictions should choose one of these based on their firefighting philosophies/ capabilities when adopting these code amendments.

****Section 102.1; change #3 to read as follows:**

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

*****Section 104.2.3; delete exception as follows:**

104.2.3 Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative is not specifically prohibited by this code and has been *approved*.

Exception: Performance-based alternative materials, designs or methods of construction and equipment complying with the International Code Council Performance Code.

*****Section 104.6; change to read as follows**

104.6 Notices and orders. The *fire code official* shall is authorized to issue necessary notices or orders to ensure compliance with this code. Notices of violations shall be in accordance with Section 113.

****Section 105.3.3; change to read as follows:**

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

****Section 105.6.26; add to read as follows:**

105.6.26 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

*****Section 105.6.27; add to read as follows:**

105.6.27 Electric vehicle (EV) charging stations. Construction permits are required to install or modify an electric vehicle charging station. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

****Section 108.3; delete this section in its entirety:**

108.3 Permit valuations. ~~The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. Where, in the opinion of the fire code official, the valuation is underestimated, the permit shall be denied unless the applicant can show detailed estimates acceptable to the fire code official. The fire code official shall have the authority to adjust the final valuation for permit fees.~~

****Section 202; amend and add definitions to read as follows:**

*****AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable.

This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

*****ASSISTED LIVING FACILITIES.** A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

*****CARBON MONOXIDE SOURCE.** ~~A piece of commonly used equipment or permanently installed appliance, fireplace or process that produces or emits carbon monoxide gas. A combustion process that has the potential to produce carbon monoxide as a product of combustion under normal or abnormal conditions. Carbon monoxide sources include, but are not limited to solid-, liquid-, or gas-fueled appliances, equipment, devices, or systems, such as fireplaces, furnaces, heaters, boilers, cooking equipment, and vehicles with internal combustion engines.~~

*****CARBON MONOXIDE SOURCE, DIRECT.** A permanently installed carbon monoxide source that is located in an interior space.

***** CARBON MONOXIDE SOURCE, INDIRECT.** A carbon monoxide source connected to an interior space by a forced air supply duct.

****FIRE WATCH.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

****FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat-producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ...
{Remaining of text unchanged}

(Reason: Increased safety from fireworks-related injuries.)

****Option A**

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

****Option B**

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed for Class IV commodities, to the maximum pile height.

****REPAIR GARAGE.** A building, structure, or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

****SELF-SERVICE STORAGE FACILITY.** Real property designed and used to rent or lease individual storage spaces to customers to store and remove personal property on a self-service basis.

****STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Code Official. When utilized, the number required shall be as directed by the Fire Code Official. Charges for utilization shall be as normally calculated by the jurisdiction.

****UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

*****Section 203.2.3; add a sentence to read as follows:**

203.2.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapters 10 and 11.

*****Section 304.1.1; change to read as follows:**

304.1.1 Valet trash. Valet trash collection shall be permitted only where approved. The owner and valet trash collection service provider shall comply with the rules and limitations established by the jurisdiction. Refer to Appendix O for further information.

****307.1.1; change to read as follows:**

307.1.1 Prohibited Open Burning. Open burning shall be prohibited.
Exception: None

****Section 307.2; change to read as follows:**

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

*****Section 307.3; change to read as follows:**

307.3 Extinguishment Authority. When open burning creates or adds to a hazardous or objectionable situation, or a required permit for has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation. The fire code official is authorized to order the extinguishment of the operation by the permit holder, another responsible party, or the fire department.

****Section 307.4 and 307.4.1; change to read as follows:**

307.4 Location. The location for open burning shall not be less than 50 300 feet (15-240 91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 300 feet (15-240 91 440 mm) of any structure.

Exceptions: {No change.}

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread to within the required setback 50 feet (15-240 mm) of a structure shall be eliminated prior to ignition.

****Section 307.4.3, Exceptions; add exception #2 to read as follows:**

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family dwellings.
2. Deleted

****Section 307.4.4 and 307.4.5; add sections to read as follows:**

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

*****Section 307.5; change to read as follows:**

307.5 Attendance. Open burning, trench burns, bonfires, recreational fires, and use of portable or permanent outdoor fireplaces or firepits shall be constantly attended until the... {Remainder of section unchanged}

****Section 308.1.6, Exception #3; change to read as follows:**

3. Torches or flame-producing devices in accordance with Section 308.4 or 308.1.3.

****Section 308.1.7; change to read as follows:**

308.1.7 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

*****Section 308.1.9; change to read as follows:**

308.1.9 Aisles and exits.

Candles or open flames shall be prohibited in areas where occupants stand, or in an *aisle* or *exit*.

*****Section 308.1.11; add a section to read as follows**

308.1.11 Open-flame Cooking Devices. Open flame cooking devices shall comply with Section 4104.

****Section 311.5; change to read as follows:**

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 115 of this code relating to structural or interior hazards, ~~shall be marked~~ as required by Section 311.5.1 through 311.5.5.

*****Section 314.4; change to read as follows:**

314.4 Vehicles. Electric, liquid-fueled, or gaseous-fueled vehicles, aircraft, boats, or other motor craft shall not be located indoors except as follows:

1. The engine starting system is made inoperable or ignition batteries are disconnected except where the *fire code official* requires that the batteries remain connected to maintain safety features.
2. Fuel in fuel tanks does not exceed any of the following:
 - 2.1. Class I, II, and III liquid fuel does not exceed one-quarter tank or 5 gallons (19 L), whichever is less.
 - 2.2. LP gas does not exceed one-quarter tank or 6.6 gallons (25 L), whichever is less.
 - 2.3. CNG does not exceed one-quarter tank or 630 cubic feet (17.8 m³), whichever is less.
 - 2.4. Hydrogen does not exceed one-quarter tank or 2,000 cubic feet (57 m³), whichever is less.
3. Fuel tanks and fill openings are closed and sealed to prevent tampering.
4. Vehicles, aircraft, boats, or other motor craft equipment are not fueled or defueled within the building.
5. Batteries in electric vehicles shall be rendered inoperable by the removal of fuses or other approved methods but shall not be required to be disconnected. Electric vehicles shall not be charged inside buildings, other than where approved in parking garages, or unless otherwise approved by the fire code official.

*****Section 323; add new sections to read as follows:**

323 Electric Vehicles (EVs).

323.1 Electric Vehicle Charging Stations. Electric vehicle (EV) charging stations shall not be located inside buildings, except where approved for parking garage locations as per the National Electrical Code.

323.1.1 Charging Stations Inside Parking Garage. EV charging stations located

in parking garages shall be located at grade level along the exterior perimeter walls and shall be within 150 feet of fire apparatus access roadway, or shall be located on the top level of the garage with no roof above.

323.1.2 **Charging Stations inside R-3 and R-4 occupancies.** Approved charging stations in the private garage shall have a listed heat alarm installed in the garage and interconnected to the smoke alarms inside the dwelling.

323.2 **Disconnect.** Locations containing electric vehicle charging stations shall be provided with a clearly identified and readily accessible emergency disconnect installed in an approved location.

The emergency disconnects for exterior electric vehicle charging stations shall be located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from the charging stations, unless otherwise approved by the *fire code official*.

323.2.1 Height. The height of the emergency disconnect switch shall be not less than 42 inches (1067 mm) and not more than 48 inches (1219 mm) measured vertically, from the floor level to the activating button.

323.2.2 Emergency Disconnect Sign. Emergency disconnect devices shall be distinctly labeled as: "EMERGENCY ELECTRIC VEHICLE CHARGER DISCONNECT." Signs shall

be placed in an *approved* location and shall consist of all of the following:

1. White reflective background with red letters.
2. Weather-resistant durable material.
3. Lettering not less than 2 inches (51 mm) high.
4. Permanently affixed to the building or structure in an approved manner.

323.3 Damaged Electric Vehicle Batteries. Damaged electric vehicle batteries shall not be stored inside any building.

*****Section 404.2.2; add Number 4.10. to read as follows:**

4.10. Fire Protection system controls.

****Section 405.5; change to read as follows:**

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

****Section 501.4; change to read as follows:**

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection are required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

****Section 503.1.1; add sentence to read as follows:**

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a 10 feet (3048 mm) wide unobstructed pathway around the external walls of the structure.

****Section 503.2.1; change to read as follows:**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20~~ 24 feet (~~6096 mm~~ 7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

****Section 503.2.2; change to read as follows:**

503.2.2 Authority. The *fire code official* shall have the authority to require ~~or permit modifications to the~~ required an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

****Section 503.2.3; change Section 503.2.3 to read as follows:**

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

****Section 503.3; change to read as follows:**

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING — FIRE LANE~~ Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) **Striping** – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) **Signs** – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

****Section 503.4; change to read as follows:**

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be

obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

****Section 505.1; change to read as follows:**

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102 mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, ~~buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20-inch (508 mm) by 30-inch (762 mm) background on border.~~ Address identification shall be maintained. (Committee recommends removal)

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

*****Section 507.4; change to read as follows:**

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, as required or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per Section 903.3.5 and the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

Exception: This exception is only applicable to the NFPA 291 fire hydrant flow test above. Water supply test information may be provided by the water authority via hydraulic water model where approved by the fire code official. The water model report shall include the exact location of the water model node on the city's water supply piping, elevation, water supply fluctuation information, and all other pertinent water supply test information for fire protection design, as applicable.

****Section 507.5.4; change to read as follows:**

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants,

fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

****Section 509.1.2; add to read as follows:**

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the fire code official. The letters shall be of a color that contrasts with the background.

*****Section 510.6.1: add paragraph to read as follows:**

The inspecting radio contractor shall provide an annual inspection tag/sticker on the ERCES' BDA and any remote annunciator. Tag/sticker shall identify approved inspecting contractor's name, physical address, phone number, and FCC license number, and inspector's name, as well as the date of inspection. System shall not be tagged until all inspection requirements of this section are conducted. Tag/sticker shall be blue in color for a passing system. If this is not possible for any reason, tag/sticker shall be red in color for a failing system with reasons for failure indicated on the tag if possible. If red tag/sticker is placed, AHJ/Fire Marshal shall be notified within a maximum of 24 hours.

(Reason: There is no current state licensing or tagging requirements for these important communications systems that are critical to life and firefighter safety.)

***** Section 505.1.1*** added**

505.1.1 See Appendix P for addressing guidelines

*****Section 604.7; change to read as follows:**

Section 604.7 Storage. Storage is prohibited in elevator cars or elevator machine rooms. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

Exceptions remain unchanged

****Section 605.4 through 605.4.2.2; change to read as follows:**

605.4 Fuel oil storage systems. Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the International Mechanical Code and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 80, UL 142, UL142A or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.12 through 605.4.2.8 ~~or~~ and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142, UL142A or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142, UL 142A or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids, and the secondary containment shall be monitored visually or automatically.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142, UL 142A or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

****Section 807.5.2.2; change to read as follows:**

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

****Section 807.5.2.3; change to read as follows:**

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

****Section 807.5.5.2; change to read as follows:**

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or

ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

****Section 807.5.5.3; change to read as follows:**

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

****Section 901.6.1.1; add to read as follows:**

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There are no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

****Section 901.6.4; add to read as follows:**

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

****Section 901.7; change to read as follows:**

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ...
{Remainder of section unchanged}

****Section 903.1.1; change to read as follows:**

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of in addition to~~ automatic sprinkler protection where recognized by the applicable standard ~~and,~~ or as approved by the fire code official.

****Section 903.2; add paragraph to read as follows and delete the Exception:**

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

~~Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.~~

*****Section 903.2.2.1; change exception to read as follows:**

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.

*****Section 903.2.4.2; change to read as follows:**

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

*****Section 903.2.9.3; change to read as follows:**

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>20% alcohol) in the fire area at any one time.

****Section 903.2.9.4; delete Exception:**

903.2.9.4 Group S-1 upholstered furniture and mattresses. An automatic sprinkler system shall be provided throughout a Group S-1 fire area where the area used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

~~**Exception:** Self-service storage facilities not greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.~~

*****Section 903.2.9.5; add to read as follows:**

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities. The minimum sprinkler system design shall be based on an Ordinary Hazard Group II classification, in accordance with NFPA 13 requirements. Physical construction in compliance with open-grid ceilings as per NFPA 13, such as an open metal grid ceiling or chicken wire that does not obstruct the overhead sprinkler protection, shall be installed to prevent storage from exceeding the lower of either 12 feet above finished floor or 18 inches beneath standard sprinkler head deflectors. At least one sprinkler head shall be provided in each storage unit/room (additional sprinklers may be necessary for compliance with NFPA 13 spacing requirements), regardless of wall height or construction type separating such units.

***** Section 903.2.10; delete all exceptions*****

****Option A**

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7 and 903.2.11.8, as follows:

903.2.11.3 Buildings 55 Feet or more in Height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more, other than penthouses~~ in compliance with Section 1511 of the *International Building Code*, located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception:

1. Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

*****Option B**

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 55 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more, other than penthouses~~ in compliance with Section 1511 of the *International Building Code*, located 55 35 feet (46 764 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception:

~~1. Occupancies in Group F-2.~~

High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

Buildings Over 5,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 5,000 sq. ft. or greater and in all existing buildings that are enlarged to be 5,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Deleted

*****Section 903.3.1.1.1; change to read as follows:**

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. A room or space where sprinklers constitute a serious life or fire hazard because of the nature of the contents, where approved by the fire code official.
2. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
3. ~~Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
4. ~~Fire service access~~ Elevator machine rooms, and machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
5. ~~Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.~~

903.3.1.1.4 Dry pipe sprinkler systems. Dry pipe sprinkler systems protecting fire areas of Type V construction shall be required to meet the 60 second water delivery time, per NFPA 13, to the system test connection regardless of the system size, unless more stringent criteria are applicable in NFPA 13, and all dry pipe sprinkler systems shall be trip tested to flow/discharge water to verify compliance with this requirement, unless otherwise approved by the fire code official.

****Section 903.3.1.2.2; change to read as follows:**

903.3.1.2.2 Corridors and balconies in the means of egress. Sprinkler protection shall be provided in all corridors and for all balconies. ~~in the means of egress where any of the following conditions apply:~~

1. ~~Corridors with combustible floor or walls.~~
2. ~~Corridors with an interior change of direction exceeding 45 degrees (0.79 rad).~~
3. ~~Corridors that are less than 50 percent open to the outside atmosphere at the ends.~~
4. ~~Open-ended corridors and associated exterior stairways and ramps as specified in Section 1027.6, Exception 3.~~

5. ~~Egress balconies not complying with Sections 1021.2 and 1021.3.~~

****Section 903.3.1.2.3; delete section and replace as follows:**

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5. Fill the attic with noncombustible insulation.

****Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

*****Section 903.3.1.4; add to read as follows:**

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect unheated attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

****Section 903.3.5; add a second paragraph to read as follows:**

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

*****Section 903.3.9; change to read as follows:**

903.3.9 High-rise Building floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser as indicated below: ~~in high-rise buildings~~

1. In High Rise Buildings, *floor control assemblies shall be located in protected stairwells, or as otherwise approved by the fire code official.*
2. In all other buildings, floor control assemblies shall be located as approved by the fire code official.

*****Section 903.4.1; add a second paragraph after the Exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. Reference Section 903.3.9 for required floor control assemblies. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

****Section 903.4.3; add second paragraph to read as follows:**

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*****Section 905.3.8; add to read as follows:**

905.3.8 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I standpipes shall be provided.

*****Section 905.4; change Item 5, and add Item 7 to read as follows:**

5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

****Section 905.8; change to read as follows:**

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

****Section 905.9; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. Reference Section 903.3.9 for required floor control assemblies. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

****Section 906.1(1); delete Exception 3 as follows:**

~~3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~

- ~~3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~
- ~~3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved by the extinguisher manufacturer or the fire code official for vehicular use.~~
- ~~3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~
- ~~3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~
- ~~3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.~~

*****Section 907.1.4; add to read as follows:**

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable.

*****Section 907.2.1; change to read as follows:**

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the having an~~ occupant load ~~due to the assembly occupancy is of~~ 300 or more persons, or where the Group A occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exceptions: {No change.}

****Section 907.2.3; change to read as follows:**

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}

1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

*****Section 907.2.10.1; change to read as follows:**

907.2.10.1 Public- and Self-Storage Occupancies. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies ~~three stories or greater in height~~ for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

****Section 907.2.13, Exception #3; change to read as follows:**

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

****Section 907.4.2.7; add to read as follows:**

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

****Section 907.6.1.1; add to read as follows:**

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single

open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

****Section 907.6.3; delete all four Exceptions.**

907.6.3 Initiating device identification. The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate.

Exceptions:

1. ~~Fire alarm systems in single-story buildings less than 22,500 square feet (2090 m²) in area.~~
2. ~~Fire alarm systems that only include manual fire alarm boxes, waterflow initiating devices and not more than 10 additional alarm-initiating devices.~~
3. ~~Special initiating devices that do not support individual device identification.~~
4. ~~Fire alarm systems or devices that are replacing existing equipment.~~

****Section 907.6.6; add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

****Section 910.2.3; add to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

****Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be manual or automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

****Section 912.2.3; add to read as follows:**

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

****Section 913.2.1; add second paragraph and exception to read as follows:**

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

****Section 914.3.1.2; change to read as follows:**

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than ~~420~~ 120 feet (128 ~~36.6~~ m) in *building height*, and buildings of Type IVA and IVB construction that are more than ~~120~~ 120 feet (36.6 ~~m~~ m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

*****Section 915; delete and replace to read as follows:**

~~**915.1 General.** Carbon monoxide (CO) detection shall be installed in new buildings in accordance with Section 915.1.1. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 1103.9.~~

~~**Exception:** Carbon monoxide detection is not required in Group S, Group F and Group U occupancies that are not normally occupied.~~

~~**915.1.1 Where required.** Carbon monoxide detection shall be installed in the locations specified in Section~~

~~915.2 where any of the following conditions exist:~~

- ~~1. In buildings that contain a CO source.~~
- ~~2. In buildings that contain or are supplied by a CO-producing forced-air furnace.~~
- ~~3. In buildings with attached private garages.~~
- ~~4. In buildings that have a CO-producing vehicle that is used within the building.~~

~~**915.2 Locations.** Carbon monoxide detection shall be installed in the locations specified in Sections 915.2.1 through 915.2.3.~~

~~**915.2.1 Dwelling units.** Carbon monoxide detection shall be installed in dwelling units outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a CO source is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.~~

915.2.2 ~~—— Sleeping units.~~ Carbon monoxide detection shall be installed in sleeping units.

Exception: Carbon monoxide detection shall be allowed to be installed outside of each separate sleeping area in the immediate vicinity of the sleeping unit where the sleeping unit or its attached bathroom does not contain a CO source and is not served by a CO-producing forced-air furnace.

915.2.3 ~~—— Group E occupancies.~~ A carbon monoxide system that uses carbon monoxide detectors shall be installed in Group E occupancies. Alarm signals from carbon monoxide detectors shall be automatically transmitted to an on-site location that is staffed by school personnel.

Exception: Carbon monoxide alarm signals shall not be required to be automatically transmitted to an on-site location that is staffed by school personnel in Group E occupancies with an occupant load of 30 or less.

915.2.4 ~~—— CO-producing forced-air furnace.~~ Carbon monoxide detection complying with Item 2 of Section

915.1.1 shall be installed in all enclosed rooms and spaces served by a fuel-burning, forced-air furnace.

Exceptions:

1. ~~Where a carbon monoxide detector is provided in the first room or space served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.~~
2. ~~Dwelling units that comply with Section 915.2.1.~~

915.2.5 ~~—— Private garages.~~ Carbon monoxide detection complying with Item 3 of Section 915.1.1 shall be installed within enclosed occupiable rooms or spaces that are contiguous to the attached private garage.

Exceptions:

1. ~~In buildings without communicating openings between the private garage and the building.~~
2. ~~In rooms or spaces located more than one story above or below a private garage.~~
3. ~~Where the private garage connects to the building through an open-ended corridor.~~
4. ~~An open parking garage complying with Section 406.5 of the International Building Code or an enclosed parking garage complying with Section 406.6 of the International Building Code shall not be considered a private garage.~~
5. ~~Dwelling units that comply with Section 915.2.1.~~

915.2.6 ~~—— All other occupancies.~~ For locations other than those specified in Sections 915.2.1 through 915.2.5, carbon monoxide detectors shall be installed on the ceiling of enclosed rooms or spaces containing CO-producing devices or served by a CO source forced-air furnace.

Exception: Where environmental conditions prohibit the installation of carbon monoxide detector in an enclosed room or space, carbon monoxide detectors shall be installed in an approved enclosed location contiguous with the room or space that contains a CO source.

915.3 ~~Carbon monoxide detection.~~ Carbon monoxide detection required by Sections 915.1 through 915.2.3 shall be provided by carbon monoxide alarms complying with Section 915.4 or carbon monoxide detection systems complying with Section 915.5.

915.3.1 ~~Alarm limitations.~~ Carbon monoxide alarms shall only be installed in dwelling units and in sleeping units. They shall not be installed in locations where the code requires carbon monoxide detectors to be used.

915.3.2 ~~Fire alarm system required.~~ New buildings that are required by Section 907.2 to have a fire alarm

~~system and by Section 915.2 to have carbon monoxide detectors shall be connected to the fire alarm system in accordance with NFPA 72.~~

915.3.3 Fire alarm systems not required. In new buildings that are not required by Section 907.2 to have a fire alarm system, carbon monoxide detection shall be provided by one of the following:

- ~~1. Carbon monoxide detectors connected to an approved carbon monoxide detection system in accordance with NFPA 72.~~
- ~~2. Carbon monoxide detectors connected to an approved combination system in accordance with NFPA 72.~~
- ~~3. Carbon monoxide detectors connected to an approved fire alarm system in accordance with NFPA 72.~~
- ~~4. Where approved by the fire code official, carbon monoxide alarms maintained in accordance with the manufacturer's instructions.~~

915.3.4 Installation. Carbon monoxide detection shall be installed in accordance with NFPA 72 and the manufacturer's instructions.

915.4 Carbon monoxide alarms. Carbon monoxide alarms shall comply with Sections 915.4.1 through 915.4.4.

915.4.1 Power source. Carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection.

Exception: Where installed in buildings without commercial power, battery-powered carbon monoxide alarms shall be an acceptable alternative.

915.4.2 Listings. Carbon monoxide alarms shall be listed in accordance with UL 2034.

915.4.3 Combination alarms. Combination carbon monoxide/smoke alarms shall be an acceptable alternative to carbon monoxide alarms. Combination carbon monoxide/smoke alarms shall be listed in accordance with UL 217 and UL 2034.

915.4.4 Interconnection. Where more than one carbon monoxide alarm is required to be installed, carbon monoxide alarms shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms. Physical interconnection of carbon monoxide alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.

915.5 Carbon monoxide detection systems. Carbon monoxide detection systems shall be an acceptable alternative to carbon monoxide alarms and shall comply with Sections 915.5.1 through 915.5.3.

915.5.1 General. Carbon monoxide detectors shall be listed in accordance with UL 2075.

915.5.2 Locations. Carbon monoxide detectors shall be installed in the locations specified in Section 915.2. These locations supersede the locations specified in NFPA 72.

915.5.3 Combination detectors. Combination carbon monoxide/smoke detectors shall be an acceptable alternative to carbon monoxide detectors, provided that they are listed in accordance with UL 268 and UL 2075.

915.5.4 Occupant notification. Activation of a carbon monoxide detector shall annunciate at the control unit and shall initiate audible and visible alarm notification throughout the building.

Exception: Occupant notification is permitted to be limited to the area where the carbon monoxide alarm signal originated and other signaling zones in accordance with the fire safety plan, provided that the alarm signal from an activated carbon monoxide detector is automatically transmitted to an approved on-site location or off-premises location.

~~915.5.5 Duct detection.~~ Carbon monoxide detectors placed in environmental air ducts or plenums shall not be used as a substitute for the required protection in Section 915.

~~915.6 Maintenance.~~ Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

~~915.6.1 Enclosed parking garages.~~ Carbon monoxide and nitrogen dioxide detectors installed in enclosed parking garages in accordance with Section 404.1 of the International Mechanical Code shall be maintained in accordance with the manufacturer's instructions and their listing. Detectors that become inoperable or begin producing end-of-life signals shall be replaced.

915.1 General. New and existing buildings shall be provided with carbon monoxide (CO) detection in accordance with Sections 915.2 through 915.5.

915.2 Where required. Carbon monoxide detection shall be provided in interior spaces, other than dwelling units or sleeping units, that are exposed to a carbon monoxide source in accordance with Sections 915.2.1 through 915.2.3. Carbon monoxide detection for dwelling units or sleeping units that are exposed to a carbon monoxide source shall be in accordance with Section 915.2.4.

915.2.1 Interior spaces with direct carbon monoxide sources. In all occupancies, interior spaces with a direct carbon monoxide source shall be provided with carbon monoxide detection located in close proximity to the direct carbon monoxide source and in accordance with Section 915.3.

Exception: Where environmental conditions in an enclosed space are incompatible with carbon monoxide detection devices, carbon monoxide detection shall be provided in an approved adjacent location.

915.2.2 Interior spaces adjacent to a space containing a carbon monoxide source. In Groups A, B, E, I, M and R Occupancies, interior spaces that are separated from and adjacent to an enclosed parking garage or an interior space that contains a direct carbon monoxide source shall be provided with carbon monoxide detection if there are communicating openings between the spaces. Detection devices shall be located in close proximity to communicating openings on the side that is furthest from the carbon monoxide source and in accordance with Section 915.3

Exceptions:

1. Where communicating openings between the space containing a direct carbon monoxide source and the adjacent space are permanently sealed airtight, carbon monoxide detection is not required for the adjacent space.
2. Where the fire code official determines that the volume or configuration of the adjacent interior space is such that dilution or geometry would diminish the effectiveness of carbon monoxide detection devices located in such spaces, detection devices additional to those required by Section 915.2.1 shall be located on the side of communicating openings that is closest to the carbon monoxide source.

915.2.3 Interior spaces with forced-indirect carbon monoxide sources. In all occupancies, interior spaces with a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with either of the following:

1. Detection in each space with a forced-indirect carbon monoxide source, located in accordance with Section 915.3.
2. Detection only in the first space served by the main duct leaving the forced-indirect carbon

monoxide source, located in accordance with Section 915.3, with an audible and visual alarm signal provided at an approved location.

915.2.4 Dwelling units and sleeping units. Carbon monoxide detection for dwelling units and sleeping units shall comply with Sections 915.2.4.1 and 915.2.4.2.

915.2.4.1 Direct carbon monoxide sources. Where a direct carbon monoxide source is located in a bedroom or sleeping room, or a bathroom attached to either, carbon monoxide detection shall be installed in the bedroom or sleeping room. Where carbon monoxide detection is not installed in bedrooms or sleeping rooms, carbon monoxide detection shall be installed outside of each separate sleeping area in close proximity to bedrooms or sleeping rooms for either of the following conditions:

1. The dwelling unit or sleeping unit has a communicating opening to an attached, enclosed garage.
2. A direct carbon monoxide source is located in the dwelling unit or sleeping unit outside of bedrooms or sleeping rooms.

3. **Forced-indirect carbon monoxide sources.** Bedrooms or sleeping rooms in dwelling units or sleeping units that are exposed to a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with Section 915.2.4.1 or Section 915.2.3.

915.3 Location of detection devices. Carbon monoxide detection devices shall be installed in accordance with manufacturer's instructions in a location that avoids dead air spaces, turbulent air spaces, fresh air returns, open windows, and obstructions that would inhibit accumulation of carbon monoxide at the detection location. Carbon monoxide detection in air ducts or plenums shall not be permitted as an alternative to required detection locations.

915.4 Permissible detection devices. Carbon monoxide detection shall be provided by a carbon monoxide detection system complying with Section 915.4.2 unless carbon monoxide alarms are permitted by Sections 915.4.1.

915.4.1 Carbon monoxide alarms. Carbon monoxide alarms complying with Sections 915.4.1.1 through

915.4.1.3 shall be permitted in lieu of a carbon monoxide detection system in both of the following:

1. Dwelling units and sleeping units.
2. Locations other than dwelling units or sleeping units, where approved, provided that the manufacturer's instructions do not prohibit installation in locations other than dwelling units or sleeping units and that the alarm signal for any carbon monoxide alarm installed in a normally unoccupied location is annunciated by an audible and visual signal in an approved location.

915.4.1.1 Power source. In buildings with a wired power source, carbon monoxide alarms shall receive their primary power from a permanent connection to building wiring, with no disconnecting means other than for overcurrent protection, and shall be provided with a battery backup. In buildings without a wired power source, carbon monoxide alarms shall be battery powered.

Exception: For existing buildings not previously required to have carbon monoxide alarms permanently connected to a wired power source, existing battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted to remain in service. When replaced, replacement with battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted.

915.4.1.2 Listings. Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination carbon monoxide/smoke alarms shall also be listed in accordance with UL 217.

915.4.1.3 Interconnection. Where more than one carbon monoxide alarm is installed, actuation of any

alarm shall cause all of the alarms to signal an alarm condition.

915.4.2 Carbon monoxide detection systems. Carbon monoxide detection systems shall be installed in accordance with NFPA 72.

915.4.2.1 Fire alarm system integration. Where a building fire alarm system or combination fire alarm system, as defined in NFPA 72, is installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to the fire alarm system. Where a building fire alarm system or a combination fire alarm system is not installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to a carbon monoxide detection system complying with NFPA 72.

915.4.2.2 Listings. Carbon monoxide detectors shall be listed in accordance with UL 2075. Combination carbon monoxide/smoke detectors shall be listed in accordance with UL 268 and UL 2075.

915.4.2.3 Alarm notification. For other than Group E Occupancies, activation of a carbon monoxide detector shall initiate alarm notification in accordance with any of the following:

An audible and visible alarm notification throughout the building and at the control unit.

1. Where specified in an approved fire safety plan, an audible and visible alarm in the signaling zone where the carbon monoxide has been detected and other signaling zones specified in the fire safety plan, and at the control unit.
2. Where a sounder base is provided for each detector, an audible alarm at the activated carbon monoxide detector and an audible and visible alarm at the control unit.

For Group E Occupancies having an occupant load of 30 or less, alarm notification shall be provided in an on-site location staffed by school personnel or in accordance with the notification requirements for other occupancies. For Group E occupancies having an occupant load of more than 30, an audible and visible alarm shall be provided in an on-site location staffed by school personnel.

915.5 Maintenance. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72 and the manufacturer's instructions. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

****Section 1006.2.1; change Exception #3 to read as follows:**

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}
2. {No change.}
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

****Section 1103.5.3; add sentence to read as follows:**

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

****Section 1103.5.6; add to read as follows:**

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

****Section 1103.7.7; add to read as follows:**

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

***** Section 1103.9; delete and change to read as follows:**

~~**1103.9 Carbon monoxide detection.** Carbon monoxide detection shall be installed in existing buildings where any of the conditions identified in Section 915.1.1 exist. Carbon monoxide alarms shall be installed in the locations specified in Section 915.2 and the installation shall be in accordance with Section 915.4. Exceptions:~~

- ~~1. Carbon monoxide alarms are permitted to be solely battery operated where the code that was in effect at the time of construction did not require carbon monoxide detectors to be provided.~~
- ~~2. Carbon monoxide alarms are permitted to be solely battery operated in dwelling units that are not served from a commercial power source.~~
- ~~3. A carbon monoxide detection system in accordance with Section 915.5 shall be an acceptable alternative to carbon monoxide alarms.~~

1103.9 Carbon monoxide detection. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 915.

*****Section 1201.4; add to read as follows:**

1201.4 Electrical Shutdown. Energy systems including solar photovoltaic power systems, stationary fuel cell power systems, or electrical energy storage systems shall have a remote power shut down box. The location shall be at an approved exterior door entrance. The box shall only be accessible by the fire department and shall be keyed to the fire department Key Box as outlined in Section 506.

*****Section 1207.2; add to read as follows:**

1207.2 Commissioning, decommissioning, operation and maintenance. Commissioning, decommissioning, operation and maintenance shall be conducted in accordance with this section. In

addition to the ordinary inspection and test requirements that buildings, structures and parts thereof are required to undergo, Energy Storage Systems subject to the provisions of Section 1207 shall undergo special inspections and tests sufficient to verify the proper commissioning of the Energy Storage System in its final installed condition. The design submission accompanying the construction documents shall clearly detail procedures and methods to be used and the items subject to such inspections and tests. Such commissioning shall be in accordance with generally accepted engineering practice and, where possible, based on published standards for the particular testing involved. The special inspections and tests required by this section shall be conducted under the same terms as in Chapter 17 of the International Building Code.

****Section 2304.1; change to read as follows:**

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2204.3. the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time, the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

****Section 2401.2; delete this section in its entirety.**

~~Section 2401.2 Nonapplicability.~~ This chapter shall not apply to spray finishing utilizing flammable or combustible liquids that do not sustain combustion, including:

- ~~1. Liquids that do not have a fire point when tested in accordance with ASTM D92.~~
- ~~2. Liquids with a flashpoint greater than 95°F (35°C) in a water-miscible solution or dispersion with a water and inert (noncombustible) solids content of more than 80 percent by weight.~~

****Section 3307.1; change to read as follows:**

Section 3307.1 Required access. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 400 ~~50~~ feet (30-480 ~~15~~ 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign.

*****Section 3307.1.2; change to read as follows:**

3307.1.2 Stairways required. Where building construction exceeds 40 feet (12 192 mm) in height above the lowest level of fire department vehicle access, a temporary or permanent stairway shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of

construction having secured decking or flooring. Whenever the stairways are not visible to approaching fire apparatus, the stairways locations shall be indicated by an *approved* sign.

*****Section 3307.5.3; add section to read as follows:**

3307.5.3 Standpipe Signage. Whenever the standpipes are not visible to approaching fire apparatus, locations shall be indicated by an *approved* sign.

*****Section 4104.2; change to read as follows:**

4104.2 Open-flame Cooking Devices. Charcoal burners and other open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated or located on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

Delete all exceptions

****Section 5601.1.3; change to read as follows:**

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, the storage and handling of fireworks as allowed in Section 5604 and 5608.
2. ~~Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
3. The use of fireworks for *approved* fireworks displays as allowed in Section 5608.
4. ~~The possession, storage, sale... {Delete remainder of text.}~~

****Section 5703.6; add sentence to end of paragraph to read as follows:**

An *approved* method of secondary containment shall be provided for underground tank and piping systems.

****Section 5704.2.11.4; change to read as follows:**

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 and ~~5704.2.11.4.2 through 5704.2.11.4.3.~~ An *approved* method of secondary containment shall be provided for underground tank and piping systems.

****Section 5704.2.11.4.2; change to read as follows:**

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

****Section 5704.2.11.4.3; add to read as follows:**

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

****Section 5707.4; add paragraph to read as follows:**

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

****{Appendix B Fire-Flow Requirements for Buildings amendments}**

****Table B105.2; change footnote a. to read as follows:**

a. The reduced fire-flow shall be not less than ~~4,000~~ 1,500 gallons per minute.

****{Appendix D Fire Apparatus Access Roads amendments}**

****Section D102.1; change to read as follows:**

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to ~~75,000~~ 85,000 pounds (~~34 050~~ 38 556 kg).

****Section D103.4; change to read as follows:**

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4

REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGT H (feet)	WIDT H (feet)	TURNAROUNDS REQUIRED

0–150	20 <u>24</u>	None required
-------	----------------------------	---------------

151– 500	20 <u>24</u>	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501– 750	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

****Section D103.5; change Item 1 to read as follows:**

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 24 feet (6096 7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

****Section D103.6; change to read as follows:**

D103.6 Signs—Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof.

Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent “NO PARKING—FIRE LANE” signs complying with Figure D103.6, or other approved method. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire

apparatus road as required by Section D103.6.1 or D103.6.2.

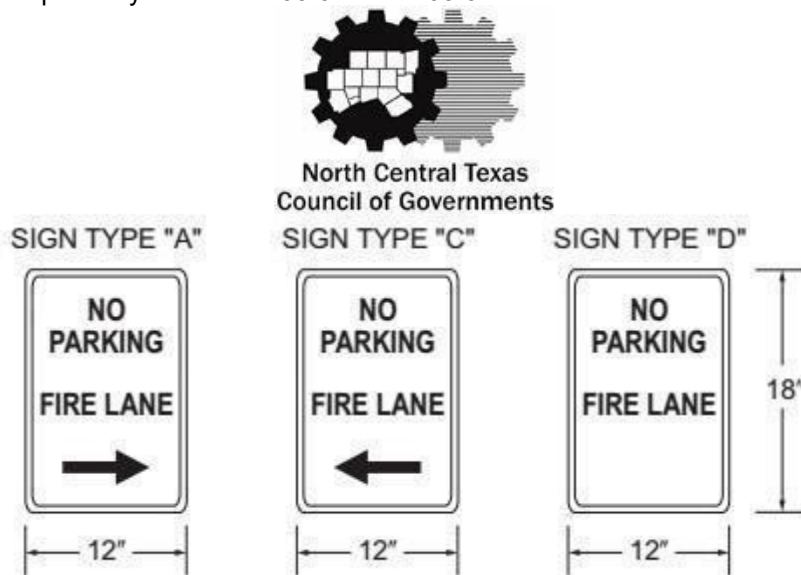


FIGURE D103.6
FIRE LANE SIGNS

****Section D103.6.1 and D103.6.2; delete sections as follows:**

D103.6.1 Roads 20 to 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).

D103.6.2 Roads more than 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).

****Section D104.3; change to read as follows:**

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

****Section D105.3; change to read as follows:**

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall

be approved by the fire code official.

****Section D106.3; change to read as follows:**

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

****Section D107.2; change to read as follows:**

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

***{Appendix L FIREFIGHTER AIR REPLENISHMENT SYSTEMS amendments}

Delete Appendix L

{Appendix P Addressing Guidelines}

Address Guidelines for All Properties

Single Family Homes:

Minimum 4" high, 5/8" stroke contrasting color

Multi Family Occupancies (Apartments, Condos, Townhomes):

Street Address:

Minimum 12" high with 2" stroke with contrasting background.

· 12" high numbers with 2" stroke are only acceptable when placed within 75' of the road in which the property is addressed.

Building Numbers:

Minimum 18" high numbers with 3" stroke with contrasting background.

- Buildings under 100' long a minimum of one number per building.
- Buildings over 100' in length require a minimum of two numbers per building.

Apartment Spread Numbers/Corridor Spread Numbers:

- Apartment spread numbers are to be a minimum of 7" high 1" stroke on contrasting background.
- Corridor spread numbers are to be a minimum 4" high 5/8" stroke on contrasting background.
- Number example format:

301-310 3rd Floor

201-210 2nd Floor

101-110 1st Floor

Apartment Numbers:

Minimum 4" high with 5/8" stroke on contrasting background.

Large Office and Warehouse Buildings

Minimum 24" high with 4" stroke on contrasting background

Address must be visible from all access directions.

- Buildings over 500' long will have two address locations if more than one access point is visible.
- Suite numbers are required for multi-tenant complexes and shall be located over the front door and on the rear door with a 6" high and 1" stroke.

Shopping Centers, High Rise Buildings and Other Applications

Minimum 12" high with 2" stroke on contrasting background. Be visible from all access directions. Suite numbers are required over front door and on rear door with 6" high and 1" stroke contrasting color.

- Buildings beyond 100' from street or greater than 10,000 square feet will need to install 18" high with 3" stroke numbers on contrasting background.

Marquee and Monument:

Addresses installed on a marquee or monument located next to the street will require numbers 12" high with 2" stroke and be located a minimum of 3 feet above grade.

END

Amendments to the 2024 International Fire Code

The following sections, paragraphs, and sentences of the *2024 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. The underlined type is text inserted. ~~Lined through type is deleted text from IFC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2021 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2024 code.

Notes:

To facilitate adoption, some I-Code sections contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For example, the IFC contains:

Section 101.1. Insert: [name of jurisdiction]

Section 112.4. Insert: [offense, dollar amount, number of days]

Section 1103.5.3. Insert: [date by which sprinkler system must be installed]

For further information or assistance with adoption, including a sample ordinance, jurisdictions should contact the Code Council. Appendices must be specifically adopted by Ordinance and if adopted we have included recommended amendments to the Appendices.

Explanation of Options A and B:

Please note that as there is a wide range in firefighting philosophies/ capabilities of cities across the region, and as a result, OPTIONS "A" and "B" are provided in the Fire and Building Code amendments. Jurisdictions should choose one of these based on their firefighting philosophies/ capabilities when adopting these code amendments.

****Section 102.1; change #3 to read as follows:**

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

*****Section 104.2.3; delete exception as follows:**

104.2.3 Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative is not specifically prohibited by this code and has been *approved*.

Exception: Performance-based alternative materials, designs or methods of construction and equipment complying with the International Code Council Performance Code.

*****Section 104.6; change to read as follows**

104.6 Notices and orders. The fire code official shall is authorized to issue necessary notices or orders to ensure compliance with this code. Notices of violations shall be in accordance with Section 113.

****Section 105.3.3; change to read as follows:**

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

****Section 105.6.26; add to read as follows:**

105.6.26 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

*****Section 105.6.27; add to read as follows:**

105.6.27 Electric vehicle (EV) charging stations. Construction permits are required to install or modify an electric vehicle charging station. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

****Section 108.3; delete this section in its entirety:**

108.3 Permit valuations. The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. Where, in the opinion of the fire code official, the valuation is underestimated, the permit shall be denied unless the applicant can show detailed estimates acceptable to the fire code official. The fire code official shall have the authority to adjust the final valuation for permit fees.

****Section 202; amend and add definitions to read as follows:**

*****AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

*****ASSISTED LIVING FACILITIES.** A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

*****CARBON MONOXIDE SOURCE.** A piece of commonly used equipment or permanently installed appliance, fireplace or process that produces or emits carbon monoxide gas. A combustion process that has the potential to produce carbon monoxide as a product of combustion under normal or abnormal conditions. Carbon monoxide sources include, but are not limited to solid-, liquid-, or gas-fueled appliances, equipment, devices, or systems, such as fireplaces, furnaces, heaters, boilers, cooking equipment, and vehicles with internal combustion engines.

*****CARBON MONOXIDE SOURCE, DIRECT.** A permanently installed carbon monoxide source that is located in an interior space.

***** CARBON MONOXIDE SOURCE, INDIRECT.** A carbon monoxide source connected to an interior space by a forced air supply duct.

****FIRE WATCH.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

****FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat-producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ...
{Remaining of text unchanged}

(Reason: Increased safety from fireworks-related injuries.)

****Option A**

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

****Option B**

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed for Class IV commodities, to the maximum pile height.

****REPAIR GARAGE.** A building, structure, or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

****SELF-SERVICE STORAGE FACILITY.** Real property designed and used to rent or lease individual storage spaces to customers to store and remove personal property on a self-service basis.

****STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Code Official. When utilized, the number required shall be as directed by the Fire Code Official. Charges for utilization shall be as normally calculated by the jurisdiction.

****UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

*****Section 203.2.3; add a sentence to read as follows:**

203.2.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapters 10 and 11.

*****Section 304.1.1; change to read as follows:**

304.1.1 Valet trash. Valet trash collection shall be permitted only where approved. The owner and valet trash collection service provider shall comply with the rules and limitations established by the jurisdiction. Refer to Appendix O for further information.

****307.1.1; change to read as follows:**

307.1.1 Prohibited Open Burning. Open burning shall be prohibited.
Exception: None

****Section 307.2; change to read as follows:**

307.2 Permit Required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the fire code official.

*****Section 307.3; change to read as follows:**

307.3 Extinguishment Authority. When open burning creates or adds to a hazardous or objectionable situation, or a required permit has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation. The fire code official is authorized to order the extinguishment of the operation by the permit holder, another responsible party, or the fire department.

****Section 307.4 and 307.4.1; change to read as follows:**

307.4 Location. The location for open burning shall not be less than ~~50~~ 300 feet (~~15-240~~ 91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within ~~50~~ 300 feet (~~15-240~~ 91 440 mm) of any structure.

Exceptions: {No change.}

307.4.1 Bonfires. A bonfire shall not be conducted within ~~50 feet~~ (15 240 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread to within the required setback ~~50 feet (15-240 mm)~~ of a structure shall be eliminated prior to ignition.

****Section 307.4.3, Exceptions; add exception #2 to read as follows:**

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family dwellings.
2. Deleted

****Section 307.4.4 and 307.4.5; add sections to read as follows:**

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

*****Section 307.5; change to read as follows:**

307.5 Attendance. *Open burning, trench burns, bonfires, recreational fires, and use of portable or permanent outdoor fireplaces or firepits shall be constantly attended until the... {Remainder of section unchanged}*

****Section 308.1.6, Exception #3; change to read as follows:**

3. Torches or flame-producing devices in accordance with Section 308.4 or 308.1.3.

****Section 308.1.7; change to read as follows:**

308.1.7 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

*****Section 308.1.9; change to read as follows:**

308.1.9 Aisles and exits.

Candles or open flames shall be prohibited in areas where occupants stand, or in an *aisle* or *exit*.

*****Section 308.1.11; add a section to read as follows**

308.1.11 Open-flame Cooking Devices. Open flame cooking devices shall comply with Section 4104.

****Section 311.5; change to read as follows:**

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 115 of this code relating to structural or interior hazards, shall be marked as required by Section 311.5.1 through 311.5.5.

*****Section 314.4; change to read as follows:**

314.4 Vehicles. Electric, liquid-fueled, or gaseous-fueled vehicles, aircraft, boats, or other motor craft shall not be located indoors except as follows:

1. The engine starting system is made inoperable or ignition batteries are disconnected except where the *fire code official* requires that the batteries remain connected to maintain safety features.
2. Fuel in fuel tanks does not exceed any of the following:
 - 2.1. Class I, II, and III liquid fuel does not exceed one-quarter tank or 5 gallons (19 L), whichever is less.
 - 2.2. LP gas does not exceed one-quarter tank or 6.6 gallons (25 L), whichever is less.
 - 2.3. CNG does not exceed one-quarter tank or 630 cubic feet (17.8 m³), whichever is less.
 - 2.4. Hydrogen does not exceed one-quarter tank or 2,000 cubic feet (57 m³), whichever is less.
3. Fuel tanks and fill openings are closed and sealed to prevent tampering.
4. Vehicles, aircraft, boats, or other motor craft equipment are not fueled or defueled within the building.
5. Batteries in electric vehicles shall be rendered inoperable by the removal of fuses or other approved methods but shall not be required to be disconnected. Electric vehicles shall not be charged inside buildings, other than where approved in parking garages, or unless otherwise approved by the fire code official.

*****Section 323; add new sections to read as follows:**

323 Electric Vehicles (EVs).

323.1 Electric Vehicle Charging Stations. Electric vehicle (EV) charging stations shall not be located inside buildings, except where approved for parking garage locations as per the National Electrical Code.

323.1.1 Charging Stations Inside Parking Garage. EV charging stations located in parking garages shall be located at grade level along the exterior perimeter walls and shall be within 150 feet of fire apparatus access roadway, or shall be located on the top level of the garage with no roof above.

323.1.2 Charging Stations inside R-3 and R-4 occupancies. Approved charging stations in the private garage shall have a listed heat alarm installed in the garage and interconnected to the smoke alarms inside the dwelling.

323.2 Disconnect. Locations containing electric vehicle charging stations shall be provided with a clearly identified and readily accessible emergency disconnect installed in an approved location.

The emergency disconnects for exterior electric vehicle charging stations shall be located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from the charging stations, unless otherwise approved by the fire code official.

323.2.1 Height. The height of the emergency disconnect switch shall be not less than 42 inches (1067 mm) and not more than 48 inches (1219 mm) measured vertically, from the floor level to the activating button.

323.2.2 Emergency Disconnect Sign. Emergency disconnect devices shall be distinctly labeled as: "EMERGENCY ELECTRIC VEHICLE CHARGER DISCONNECT." Signs shall be placed in an approved location and shall consist of all of the following:

1. White reflective background with red letters.
2. Weather-resistant durable material.
3. Lettering not less than 2 inches (51 mm) high.
4. Permanently affixed to the building or structure in an approved manner.

323.3 Damaged Electric Vehicle Batteries. Damaged electric vehicle batteries shall not be stored inside any building.

*****Section 404.2.2; add Number 4.10. to read as follows:**

4.10. Fire Protection system controls.

****Section 405.5; change to read as follows:**

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

****Section 501.4; change to read as follows:**

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection are required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

****Section 503.1.1; add sentence to read as follows:**

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a 10 feet (3048 mm) wide unobstructed pathway around the external walls of the structure.

****Section 503.2.1; change to read as follows:**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm) ~~7315 mm~~, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm) ~~14 feet (4267 mm)~~.

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

****Section 503.2.2; change to read as follows:**

503.2.2 Authority. The *fire code official* shall have the authority to require ~~or permit modifications to the~~ required an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

****Section 503.2.3; change Section 503.2.3 to read as follows:**

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

****Section 503.3; change to read as follows:**

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

(1) **Striping** – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 foot intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) **Signs** – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

****Section 503.4; change to read as follows:**

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

****Section 505.1; change to read as follows:**

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in

additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20-inch (508 mm) by 30-inch (762 mm) background on border. Address identification shall be maintained. (Committee recommends removal)

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

*****Section 507.4; change to read as follows:**

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official*, as required or approved documentation of the test shall be provided to the *fire code official* prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per Section 903.3.5 and the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

Exception: This exception is only applicable to the NFPA 291 fire hydrant flow test above. Water supply test information may be provided by the water authority via hydraulic water model where approved by the fire code official. The water model report shall include the exact location of the water model node on the city's water supply piping, elevation, water supply fluctuation information, and all other pertinent water supply test information for fire protection design, as applicable.

****Section 507.5.4; change to read as follows:**

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

****Section 509.1.2; add to read as follows:**

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.

*****Section 510.6.1: add paragraph to read as follows:**

The inspecting radio contractor shall provide an annual inspection tag/sticker on the ERCES' BDA and any remote annunciator. Tag/sticker shall identify approved inspecting contractor's name, physical address, phone number, and FCC license number, and inspector's name, as well as the date of inspection. System shall not be tagged until all inspection requirements of this section are conducted. Tag/sticker shall be blue in color for a passing system. If this is not possible for any reason, tag/sticker shall be red in color for a failing system with reasons for failure indicated on the tag if possible. If red tag/sticker is placed, AHJ/Fire Marshal shall be notified within a maximum of 24 hours.

(Reason: There is no current state licensing or tagging requirements for these important communications systems that are critical to life and firefighter safety.)

*** Section 505.1.1*** added

505.1.1 See Appendix P for addressing guidelines

***Section 604.7; change to read as follows:

Section 604.7 Storage. Storage is prohibited in elevator cars or elevator machine rooms. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

Exceptions remain unchanged

**Section 605.4 through 605.4.2.2; change to read as follows:

605.4 Fuel oil storage systems. Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 80, UL 142, UL142A or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.12 through 605.4.2.8 ~~or~~ and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142, UL142A or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142, UL 142A or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids, and the secondary containment shall be monitored visually or automatically.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142, UL

142A or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.

3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

****Section 807.5.2.2; change to read as follows:**

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

****Section 807.5.2.3; change to read as follows:**

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

****Section 807.5.5.2; change to read as follows:**

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

****Section 807.5.5.3; change to read as follows:**

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

****Section 901.6.1.1; add to read as follows:**

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There are no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

****Section 901.6.4; add to read as follows:**

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

****Section 901.7; change to read as follows:**

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {Remainder of section unchanged}}

****Section 903.1.1; change to read as follows:**

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted instead of in addition to automatic sprinkler protection where recognized by the applicable standard and, or as approved by the fire code official.

****Section 903.2; add paragraph to read as follows and delete the Exception:**

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

~~Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.~~

*****Section 903.2.2.1; change exception to read as follows:**

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.

*****Section 903.2.4.2; change to read as follows:**

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

*****Section 903.2.9.3; change to read as follows:**

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>20% alcohol) in the fire area at any one time.

****Section 903.2.9.4; delete Exception:**

903.2.9.4 Group S-1 upholstered furniture and mattresses. An automatic sprinkler system shall be provided throughout a Group S-1 fire area where the area used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

Exception: ~~Self-service storage facilities not greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.~~

*****Section 903.2.9.5; add to read as follows:**

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities. The minimum sprinkler system design shall be based on an Ordinary Hazard Group II classification, in accordance with NFPA 13 requirements. Physical construction in compliance with open-grid ceilings as per NFPA 13, such as an open metal grid ceiling or chicken wire that does not obstruct the overhead sprinkler protection, shall be installed to prevent storage from exceeding the lower of either 12 feet above finished floor or 18 inches beneath standard sprinkler head deflectors. At least one sprinkler head shall be provided in each storage unit/room (additional sprinklers may be necessary for compliance with NFPA 13 spacing requirements), regardless of wall height or construction type separating such units.

***** Section 903.2.10; delete all exceptions*****

****Option A**

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7 and 903.2.11.8, as follows:

903.2.11.3 Buildings 55 Feet or more in Height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, other than penthouses in compliance with Section 1511 of the *International Building Code*, located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception:

1. Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

*****Option B**

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 55 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, other than penthouses in compliance with Section 1511 of the *International Building Code*, located 55 35 feet (16 764 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exception:

1. Occupancies in Group F-2.

High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

Buildings Over 5,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 5,000 sq. ft. or greater and in all existing buildings that are enlarged to be 5,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Deleted

*****Section 903.3.1.1.1; change to read as follows:**

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... {text unchanged}... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. A room or space where sprinklers constitute a serious life or fire hazard because of the nature of

the contents, where approved by the fire code official.

2. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
3. ~~Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
4. ~~Fire service access~~ Elevator machine rooms, and machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
5. ~~Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.~~

903.3.1.1.4 Dry pipe sprinkler systems. Dry pipe sprinkler systems protecting fire areas of Type V construction shall be required to meet the 60 second water delivery time, per NFPA 13, to the system test connection regardless of the system size, unless more stringent criteria are applicable in NFPA 13, and all dry pipe sprinkler systems shall be trip tested to flow/discharge water to verify compliance with this requirement, unless otherwise approved by the fire code official.

****Section 903.3.1.2.2; change to read as follows:**

903.3.1.2.2 Corridors and balconies in the means of egress. Sprinkler protection shall be provided in all corridors and for all balconies. ~~in the means of egress where any of the following conditions apply:~~

1. ~~Corridors with combustible floor or walls.~~
2. ~~Corridors with an interior change of direction exceeding 45 degrees (0.79 rad).~~
3. ~~Corridors that are less than 50 percent open to the outside atmosphere at the ends.~~
4. ~~Open-ended corridors and associated exterior stairways and ramps as specified in Section 1027.6, Exception 3.~~
5. ~~Egress balconies not complying with Sections 1021.2 and 1021.3.~~

****Section 903.3.1.2.3; delete section and replace as follows:**

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5. Fill the attic with noncombustible insulation.

****Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

*****Section 903.3.1.4; add to read as follows:**

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect unheated attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

****Section 903.3.5; add a second paragraph to read as follows:**

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

*****Section 903.3.9; change to read as follows:**

903.3.9 High-rise Building floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser as indicated below: in high-rise buildings

1. In High Rise Buildings, floor control assemblies shall be located in protected stairwells, or as otherwise approved by the fire code official.
2. In all other buildings, floor control assemblies shall be located as approved by the fire code official.

*****Section 903.4.1; add a second paragraph after the Exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. Reference Section 903.3.9 for required floor control assemblies. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

****Section 903.4.3; add second paragraph to read as follows:**

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*****Section 905.3.8; add to read as follows:**

905.3.8 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I standpipes shall be provided.

*****Section 905.4; change Item 5, and add Item 7 to read as follows:**

5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

****Section 905.8; change to read as follows:**

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

****Section 905.9; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. Reference Section 903.3.9 for required floor control assemblies. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

****Section 906.1(1); delete Exception 3 as follows:**

3. ~~In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~
 - 3.1. ~~Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~
 - 3.2. ~~Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved by the extinguisher manufacturer or the fire code official for vehicular use.~~
 - 3.3. ~~Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~
 - 3.4. ~~Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~
 - 3.5. ~~Inspections of vehicle-mounted extinguishers shall be performed daily.~~

*****Section 907.1.4; add to read as follows:**

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable.

*****Section 907.2.1; change to read as follows:**

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is of 300 or more persons,~~ or where the Group A occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exceptions: {No change.}

****Section 907.2.3; change to read as follows:**

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}

1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

*****Section 907.2.10.1; change to read as follows:**

907.2.10.1 Public- and Self-Storage Occupancies. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies ~~three stories or greater in height~~ for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

****Section 907.2.13, Exception #3; change to read as follows:**

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

****Section 907.4.2.7; add to read as follows:**

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

****Section 907.6.1.1; add to read as follows:**

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

****Section 907.6.3; delete all four Exceptions.**

907.6.3 Initiating device identification. The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate.

Exceptions:

1. ~~Fire alarm systems in single-story buildings less than 22,500 square feet (2090 m²) in area.~~
2. ~~Fire alarm systems that only include manual fire alarm boxes, waterflow initiating devices and not more than 10 additional alarm-initiating devices.~~
3. ~~Special initiating devices that do not support individual device identification.~~
4. ~~Fire alarm systems or devices that are replacing existing equipment.~~

****Section 907.6.6; add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

****Section 910.2.3; add to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

****Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be manual or automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

****Section 912.2.3; add to read as follows:**

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

****Section 913.2.1; add second paragraph and exception to read as follows:**

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

****Section 914.3.1.2; change to read as follows:**

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than 420 ~~120~~ feet (428 36.6 m) in *building height*, and buildings of Type IVA and IVB construction that are more than 120 feet (36.6 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

*****Section 915; delete and replace to read as follows:**

915.1 General. Carbon monoxide (CO) detection shall be installed in new buildings in accordance with Section 915.1.1. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 1103.9.

Exception: Carbon monoxide detection is not required in Group S, Group F and Group U occupancies that are not normally occupied.

915.1.1 Where required. Carbon monoxide detection shall be installed in the locations specified in Section

915.2 where any of the following conditions exist.

1. In buildings that contain a CO source.
2. In buildings that contain or are supplied by a CO-producing forced-air furnace.
3. In buildings with attached private garages.
4. In buildings that have a CO-producing vehicle that is used within the building.

915.2 Locations. Carbon monoxide detection shall be installed in the locations specified in Sections 915.2.1 through 915.2.3.

915.2.1 Dwelling units. Carbon monoxide detection shall be installed in dwelling units outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a CO source is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.

915.2.2 Sleeping units. Carbon monoxide detection shall be installed in sleeping units.

Exception: Carbon monoxide detection shall be allowed to be installed outside of each separate sleeping area in the immediate vicinity of the sleeping unit where the sleeping unit or its attached bathroom does not contain a CO source and is not served by a CO-producing forced-air furnace.

915.2.3 ~~Group E occupancies.~~ A carbon monoxide system that uses carbon monoxide detectors shall be installed in Group E occupancies. Alarm signals from carbon monoxide detectors shall be automatically transmitted to an on-site location that is staffed by school personnel.

Exception: Carbon monoxide alarm signals shall not be required to be automatically transmitted to an on-site location that is staffed by school personnel in Group E occupancies with an occupant load of 30 or less.

915.2.4 ~~CO-producing forced-air furnace.~~ Carbon monoxide detection complying with Item 2 of Section

915.1.1 shall be installed in all enclosed rooms and spaces served by a fuel-burning, forced-air furnace.

Exceptions:

1. Where a carbon monoxide detector is provided in the first room or space served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.
2. Dwelling units that comply with Section 915.2.1.

915.2.5 ~~Private garages.~~ Carbon monoxide detection complying with Item 3 of Section 915.1.1 shall be installed within enclosed occupiable rooms or spaces that are contiguous to the attached private garage.

Exceptions:

1. In buildings without communicating openings between the private garage and the building.
2. In rooms or spaces located more than one story above or below a private garage.
3. Where the private garage connects to the building through an open-ended corridor.
4. An open parking garage complying with Section 406.5 of the International Building Code or an enclosed parking garage complying with Section 406.6 of the International Building Code shall not be considered a private garage.
5. Dwelling units that comply with Section 915.2.1.

915.2.6 ~~All other occupancies.~~ For locations other than those specified in Sections 915.2.1 through 915.2.5, carbon monoxide detectors shall be installed on the ceiling of enclosed rooms or spaces containing CO-producing devices or served by a CO source forced-air furnace.

Exception: Where environmental conditions prohibit the installation of carbon monoxide detector in an enclosed room or space, carbon monoxide detectors shall be installed in an approved enclosed location contiguous with the room or space that contains a CO source.

915.3 ~~Carbon monoxide detection.~~ Carbon monoxide detection required by Sections 915.1 through 915.2.3 shall be provided by carbon monoxide alarms complying with Section 915.4 or carbon monoxide detection systems complying with Section 915.5.

915.3.1 ~~Alarm limitations.~~ Carbon monoxide alarms shall only be installed in dwelling units and in sleeping units. They shall not be installed in locations where the code requires carbon monoxide detectors to be used.

915.3.2 ~~Fire alarm system required.~~ New buildings that are required by Section 907.2 to have a fire alarm system and by Section 915.2 to have carbon monoxide detectors shall be connected to the fire alarm system in accordance with NFPA 72.

915.3.3 ~~Fire alarm systems not required.~~ In new buildings that are not required by Section 907.2 to have a fire alarm system, carbon monoxide detection shall be provided by one of the following:

1. Carbon monoxide detectors connected to an approved carbon monoxide detection system in

accordance with NFPA 72.

2. ~~Carbon monoxide detectors connected to an approved combination system in accordance with NFPA 72.~~
3. ~~Carbon monoxide detectors connected to an approved fire alarm system in accordance with NFPA 72.~~
4. ~~Where approved by the fire code official, carbon monoxide alarms maintained in accordance with the manufacturer's instructions.~~

915.3.4 Installation. Carbon monoxide detection shall be installed in accordance with NFPA 72 and the manufacturer's instructions.

915.4 Carbon monoxide alarms. Carbon monoxide alarms shall comply with Sections 915.4.1 through 915.4.4.

915.4.1 Power source. Carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection.

Exception: Where installed in buildings without commercial power, battery-powered carbon monoxide alarms shall be an acceptable alternative.

915.4.2 Listings. Carbon monoxide alarms shall be listed in accordance with UL 2034.

915.4.3 Combination alarms. Combination carbon monoxide/smoke alarms shall be an acceptable alternative to carbon monoxide alarms. Combination carbon monoxide/smoke alarms shall be listed in accordance with UL 217 and UL 2034.

915.4.4 Interconnection. Where more than one carbon monoxide alarm is required to be installed, carbon monoxide alarms shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms. Physical interconnection of carbon monoxide alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.

915.5 Carbon monoxide detection systems. Carbon monoxide detection systems shall be an acceptable alternative to carbon monoxide alarms and shall comply with Sections 915.5.1 through 915.5.3.

915.5.1 General. Carbon monoxide detectors shall be listed in accordance with UL 2075.

915.5.2 Locations. Carbon monoxide detectors shall be installed in the locations specified in Section 915.2. These locations supersede the locations specified in NFPA 72.

915.5.3 Combination detectors. Combination carbon monoxide/smoke detectors shall be an acceptable alternative to carbon monoxide detectors, provided that they are listed in accordance with UL 268 and UL 2075.

915.5.4 Occupant notification. Activation of a carbon monoxide detector shall annunciate at the control unit and shall initiate audible and visible alarm notification throughout the building.

Exception: Occupant notification is permitted to be limited to the area where the carbon monoxide alarm signal originated and other signaling zones in accordance with the fire safety plan, provided that the alarm signal from an activated carbon monoxide detector is automatically transmitted to an approved on-site location or off-premises location.

915.5.5 Duct detection. Carbon monoxide detectors placed in environmental air ducts or plenums

shall not be used as a substitute for the required protection in Section 915.

915.6 Maintenance. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

915.6.1 Enclosed parking garages. Carbon monoxide and nitrogen dioxide detectors installed in enclosed parking garages in accordance with Section 404.1 of the International Mechanical Code shall be maintained in accordance with the manufacturer's instructions and their listing. Detectors that become inoperable or begin producing end-of-life signals shall be replaced.

915.1 General. New and existing buildings shall be provided with carbon monoxide (CO) detection in accordance with Sections 915.2 through 915.5.

915.2 Where required. Carbon monoxide detection shall be provided in interior spaces, other than dwelling units or sleeping units, that are exposed to a carbon monoxide source in accordance with Sections 915.2.1 through 915.2.3. Carbon monoxide detection for dwelling units or sleeping units that are exposed to a carbon monoxide source shall be in accordance with Section 915.2.4.

915.2.1 Interior spaces with direct carbon monoxide sources. In all occupancies, interior spaces with a direct carbon monoxide source shall be provided with carbon monoxide detection located in close proximity to the direct carbon monoxide source and in accordance with Section 915.3. Exception: Where environmental conditions in an enclosed space are incompatible with carbon monoxide detection devices, carbon monoxide detection shall be provided in an approved adjacent location.

915.2.2 Interior spaces adjacent to a space containing a carbon monoxide source. In Groups A, B, E, I, M and R Occupancies, interior spaces that are separated from and adjacent to an enclosed parking garage or an interior space that contains a direct carbon monoxide source shall be provided with carbon monoxide detection if there are communicating openings between the spaces. Detection devices shall be located in close proximity to communicating openings on the side that is furthest from the carbon monoxide source and in accordance with Section 915.3.

Exceptions:

1. Where communicating openings between the space containing a direct carbon monoxide source and the adjacent space are permanently sealed airtight, carbon monoxide detection is not required for the adjacent space.
2. Where the fire code official determines that the volume or configuration of the adjacent interior space is such that dilution or geometry would diminish the effectiveness of carbon monoxide detection devices located in such spaces, detection devices additional to those required by Section 915.2.1 shall be located on the side of communicating openings that is closest to the carbon monoxide source.

915.2.3 Interior spaces with forced-indirect carbon monoxide sources. In all occupancies, interior spaces with a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with either of the following:

1. Detection in each space with a forced-indirect carbon monoxide source, located in accordance with Section 915.3.
2. Detection only in the first space served by the main duct leaving the forced-indirect carbon monoxide source, located in accordance with Section 915.3, with an audible and visual alarm signal provided at an approved location.

915.2.4 Dwelling units and sleeping units. Carbon monoxide detection for dwelling units and sleeping units shall comply with Sections 915.2.4.1 and 915.2.4.2.

915.2.4.1 Direct carbon monoxide sources. Where a direct carbon monoxide source is located in a bedroom or sleeping room, or a bathroom attached to either, carbon monoxide detection shall be installed in the bedroom or sleeping room. Where carbon monoxide detection is not installed in bedrooms or sleeping rooms, carbon monoxide detection shall be installed outside of each separate sleeping area in close proximity to bedrooms or sleeping rooms for either of the following conditions:

1. The dwelling unit or sleeping unit has a communicating opening to an attached, enclosed garage.
2. A direct carbon monoxide source is located in the dwelling unit or sleeping unit outside of bedrooms or sleeping rooms.

3. Forced-indirect carbon monoxide sources. Bedrooms or sleeping rooms in dwelling units or sleeping units that are exposed to a forced-indirect carbon monoxide source shall be provided with carbon monoxide detection in accordance with Section 915.2.4.1 or Section 915.2.3.

915.3 Location of detection devices. Carbon monoxide detection devices shall be installed in accordance with manufacturer's instructions in a location that avoids dead air spaces, turbulent air spaces, fresh air returns, open windows, and obstructions that would inhibit accumulation of carbon monoxide at the detection location. Carbon monoxide detection in air ducts or plenums shall not be permitted as an alternative to required detection locations.

915.4 Permissible detection devices. Carbon monoxide detection shall be provided by a carbon monoxide detection system complying with Section 915.4.2 unless carbon monoxide alarms are permitted by Sections 915.4.1.

915.4.1 Carbon monoxide alarms. Carbon monoxide alarms complying with Sections 915.4.1.1 through 915.4.1.3 shall be permitted in lieu of a carbon monoxide detection system in both of the following:

1. Dwelling units and sleeping units.
2. Locations other than dwelling units or sleeping units, where approved, provided that the manufacturer's instructions do not prohibit installation in locations other than dwelling units or sleeping units and that the alarm signal for any carbon monoxide alarm installed in a normally unoccupied location is annunciated by an audible and visual signal in an approved location.

915.4.1.1 Power source. In buildings with a wired power source, carbon monoxide alarms shall receive their primary power from a permanent connection to building wiring, with no disconnecting means other than for overcurrent protection, and shall be provided with a battery backup. In buildings without a wired power source, carbon monoxide alarms shall be battery powered.

Exception: For existing buildings not previously required to have carbon monoxide alarms permanently connected to a wired power source, existing battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted to remain in service. When replaced, replacement with battery-powered and plug-in with battery backup carbon monoxide alarms shall be permitted.

915.4.1.2 Listings. Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination carbon monoxide/smoke alarms shall also be listed in accordance with UL 217.

915.4.1.3 Interconnection. Where more than one carbon monoxide alarm is installed, actuation of any alarm shall cause all of the alarms to signal an alarm condition.

915.4.2 Carbon monoxide detection systems. Carbon monoxide detection systems shall be installed in accordance with NFPA 72.

915.4.2.1 Fire alarm system integration. Where a building fire alarm system or combination fire

alarm system, as defined in NFPA 72, is installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to the fire alarm system. Where a building fire alarm system or a combination fire alarm system is not installed, carbon monoxide detection shall be provided by connecting carbon monoxide detectors to a carbon monoxide detection system complying with NFPA 72.

915.4.2.2 Listings. Carbon monoxide detectors shall be listed in accordance with UL 2075. Combination carbon monoxide/smoke detectors shall be listed in accordance with UL 268 and UL 2075.

915.4.2.3 Alarm notification. For other than Group E Occupancies, activation of a carbon monoxide detector shall initiate alarm notification in accordance with any of the following:

An audible and visible alarm notification throughout the building and at the control unit.

1. Where specified in an approved fire safety plan, an audible and visible alarm in the signaling zone where the carbon monoxide has been detected and other signaling zones specified in the fire safety plan, and at the control unit.
2. Where a sounder base is provided for each detector, an audible alarm at the activated carbon monoxide detector and an audible and visible alarm at the control unit.

For Group E Occupancies having an occupant load of 30 or less, alarm notification shall be provided in an on-site location staffed by school personnel or in accordance with the notification requirements for other occupancies. For Group E occupancies having an occupant load of more than 30, an audible and visible alarm shall be provided in an on-site location staffed by school personnel.

915.5 Maintenance. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72 and the manufacturer's instructions. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

****Section 1006.2.1; change Exception #3 to read as follows:**

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}
2. {No change.}
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

****Section 1103.5.3; add sentence to read as follows:**

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

****Section 1103.5.6; add to read as follows:**

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

****Section 1103.7.7; add to read as follows:**

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

***** Section 1103.9; delete and change to read as follows:**

1103.9 Carbon monoxide detection. Carbon monoxide detection shall be installed in existing buildings where any of the conditions identified in Section 915.1.1 exist. Carbon monoxide alarms shall be installed in the locations specified in Section 915.2 and the installation shall be in accordance with Section 915.4. Exceptions:

1. Carbon monoxide alarms are permitted to be solely battery operated where the code that was in effect at the time of construction did not require carbon monoxide detectors to be provided.
2. Carbon monoxide alarms are permitted to be solely battery operated in dwelling units that are not served from a commercial power source.
3. A carbon monoxide detection system in accordance with Section 915.5 shall be an acceptable alternative to carbon monoxide alarms.

1103.9 Carbon monoxide detection. Carbon monoxide detection shall be installed in existing buildings in accordance with Section 915.

*****Section 1201.4; add to read as follows:**

1201.4 Electrical Shutdown. Energy systems including solar photovoltaic power systems, stationary fuel cell power systems, or electrical energy storage systems shall have a remote power shut down box. The location shall be at an *approved* exterior door entrance. The box shall only be accessible by the fire department and shall be keyed to the fire department Key Box as outlined in Section 506.

*****Section 1207.2; add to read as follows:**

1207.2 Commissioning, decommissioning, operation and maintenance. Commissioning, decommissioning, operation and maintenance shall be conducted in accordance with this section. In addition to the ordinary inspection and test requirements that buildings, structures and parts thereof are required to undergo, Energy Storage Systems subject to the provisions of Section 1207 shall undergo special inspections and tests sufficient to verify the proper commissioning of the Energy Storage System in its final installed condition. The design submission accompanying the construction documents shall clearly detail procedures and methods to be used and the items subject to such inspections and tests. Such commissioning shall be in accordance with generally accepted engineering practice and, where possible, based on published standards for the particular testing involved. The special inspections and tests required by this section shall be conducted under the same terms as in Chapter 17 of the International Building Code.

****Section 2304.1; change to read as follows:**

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or

shall be in accordance with Section 2204.3, the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time, the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

*****Section 2401.2; delete this section in its entirety.***

Section 2401.2 Nonapplicability. This chapter shall not apply to spray finishing utilizing flammable or combustible liquids that do not sustain combustion, including:

1. Liquids that do not have a fire point when tested in accordance with ASTM D92.
2. Liquids with a flashpoint greater than 95°F (35°C) in a water-miscible solution or dispersion with a water and inert (noncombustible) solids content of more than 80 percent by weight.

*****Section 3307.1; change to read as follows:***

Section 3307.1 Required access. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 400 50 feet (30 480 15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign.

******Section 3307.1.2; change to read as follows:***

3307.1.2 Stairways required. Where building construction exceeds 40 feet (12 192 mm) in height above the lowest level of fire department vehicle access, a temporary or permanent stairway shall be provided. As construction progresses, such stairways shall be extended to within one floor of the highest point of construction having secured decking or flooring. Whenever the stairways are not visible to approaching fire apparatus, the stairways locations shall be indicated by an approved sign.

******Section 3307.5.3; add section to read as follows:***

3307.5.3 Standpipe Signage. Whenever the standpipes are not visible to approaching fire apparatus, locations shall be indicated by an approved sign.

******Section 4104.2; change to read as follows:***

4104.2 Open-flame Cooking Devices. Charcoal burners and other open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated or located on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

Delete all exceptions

*****Section 5601.1.3; change to read as follows:***

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, the storage and handling of fireworks as allowed in Section 5604 and 5608.
2. ~~—Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
3. The use of fireworks for approved fireworks displays as allowed in Section 5608.
4. ~~The possession, storage, sale... {Delete remainder of text.}~~

****Section 5703.6;** add sentence to end of paragraph to read as follows:

An approved method of secondary containment shall be provided for underground tank and piping systems.

****Section 5704.2.11.4; change to read as follows:**

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 and 5704.2.11.4.2 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

****Section 5704.2.11.4.2; change to read as follows:**

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

****Section 5704.2.11.4.3; add to read as follows:**

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

****Section 5707.4; add paragraph to read as follows:**

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

****{Appendix B Fire-Flow Requirements for Buildings amendments}**

****Table B105.2; change footnote a. to read as follows:**

- a. The reduced fire-flow shall be not less than 4,000 1,500 gallons per minute.

****{Appendix D Fire Apparatus Access Roads amendments}**

****Section D102.1; change to read as follows:**

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to ~~75,000~~ 85,000 pounds (~~34 050~~ 38 556 kg).

****Section D103.4; change to read as follows:**

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	20 <u>24</u>	None required
151–500	20 <u>24</u>	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501–750	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.

****Section D103.5; change Item 1 to read as follows:**

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than ~~20~~ 24 feet (~~6096~~ 7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

****Section D103.6; change to read as follows:**

D103.6 Signs-Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) **Striping** – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) **Signs** – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent "NO PARKING—FIRE LANE" signs complying with Figure D103.6, or other approved method. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

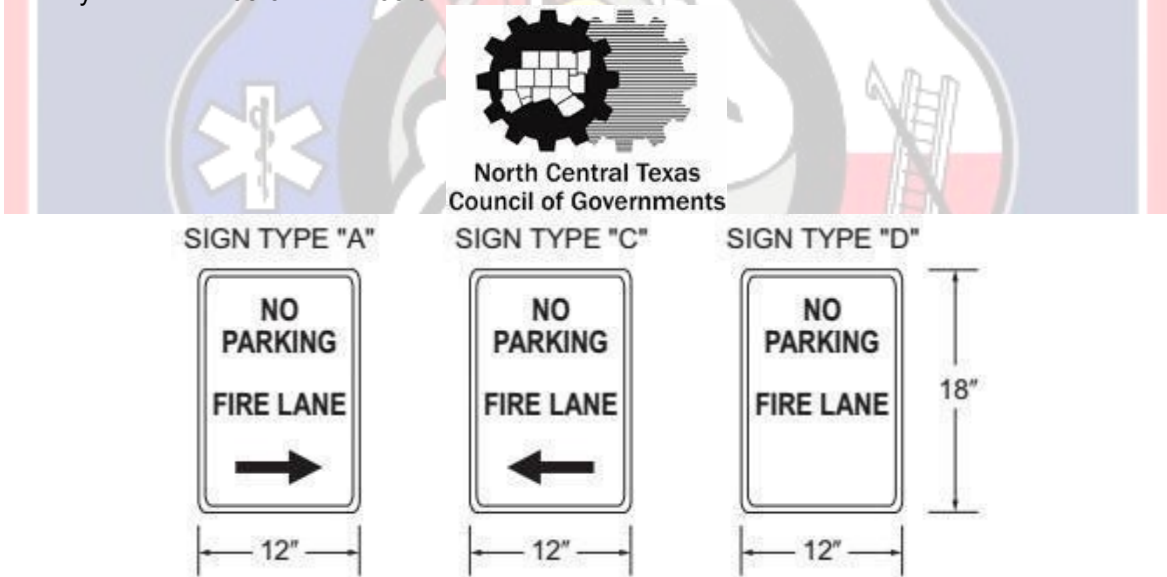


FIGURE D103.6
FIRE LANE SIGNS

F

****Section D103.6.1 and D103.6.2; delete sections as follows:**

D103.6.1 Roads 20 to 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).

D103.6.2 Roads more than 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).

****Section D104.3; change to read as follows:**

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

****Section D105.3; change to read as follows:**

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

****Section D106.3; change to read as follows:**

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

****Section D107.2; change to read as follows:**

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

*****{Appendix L FIREFIGHTER AIR REPLENISHMENT SYSTEMS amendments}**

Delete Appendix L

{Appendix P Addressing Guidelines}

Address Guidelines for All Properties

Single Family Homes:

Minimum 4" high, 5/8" stroke contrasting color

Multi Family Occupancies (Apartments, Condos, Townhomes):

Street Address:

Minimum 12" high with 2" stroke with contrasting background.

- 12" high numbers with 2" stroke are only acceptable when placed within 75' of the road in which the property is addressed.

Building Numbers:

Minimum 18" high numbers with 3" stroke with contrasting background.

- Buildings under 100' long a minimum of one number per building.
- Buildings over 100' in length require a minimum of two numbers per building.

Apartment Spread Numbers/Corridor Spread Numbers:

- Apartment spread numbers are to be a minimum of 7" high 1" stroke on contrasting background.
- Corridor spread numbers are to be a minimum 4" high 5/8" stroke on contrasting background.
- Number example format:

301-310	3 rd Floor
201-210	2 nd Floor
101-110	1 st Floor

Apartment Numbers:

Minimum 4" high with 5/8" stroke on contrasting background.

Large Office and Warehouse Buildings

Minimum 24" high with 4" stroke on contrasting background

Address must be visible from all access directions.

- Buildings over 500' long will have two address locations if more than one access point is visible.
- Suite numbers are required for multi-tenant complexes and shall be located over the front door and on the rear door with a 6" high and 1" stroke.

Shopping Centers, High Rise Buildings and Other Applications

Minimum 12" high with 2" stroke on contrasting background. Be visible from all access directions. Suite numbers are required over front door and on rear door with 6" high and 1" stroke contrasting color.

- Buildings beyond 100' from street or greater than 10,000 square feet will need to install 18" high with 3" stroke numbers on contrasting background.

Marquee and Monument:

Addresses installed on a marquee or monument located next to the street will require numbers 12" high with 2" stroke and be located a minimum of 3 feet above grade.





END



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ORD NO 2025-121 - Issuance & Sale of Combination Tax and Revenue
Certificates of Obligations Series 2025

MEETING DATE: October 14, 2025

DEPARTMENT: City Manager

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2025-121 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2025; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.

INFORMATION:

This principal amount of the Certificates is \$24,280,000. Proceeds from the sale will be used for (1) constructing and/or acquiring structured parking for public use; (2) sanitary sewer system improvements consisting of sewer lines; and (3) paying for professional services rendered in connection therewith, including costs of issuance. The bonds are scheduled to be repaid through 8/15/2050, with optional early redemption on 8/15/2035. Payment of the annual debt service related to the Certificates has been incorporated into the FY2026 (tax year 2025) property tax rate as well as the Utility rate schedule passed on September 23, 2025.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The property tax rate and utility rates necessary to pay the debt associated with the Certificates have been passed by Council on 9/9/ 2023 and 9/23/2023, respectively.

ATTACHMENTS:



AGENDA ITEM

1. ORD NO 2025-121 - Certificate of Obligation - CO Series 2025 (ver 1)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

We, the undersigned officers of the City of Roanoke, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a Regular Meeting on October 14, 2025 at the regular meeting place of the City Council at City Hall and the roll was called of the duly constituted officers and members of the City Council, to wit:

Scooter Gierisch, Mayor
Brian Darby
David Thompson
Hogan Page

Holly Gray, Mayor Pro Tem
David Brundage
Bryan Moyers

and all of the persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted and, after due discussion, the motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____

2. That a true, full and correct copy of the Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for adoption at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of the City has approved and hereby approves the Ordinance; that the Mayor and the City Secretary of the City have duly signed the Ordinance; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Ordinance for all purposes.

SIGNED AND SEALED ON OCTOBER 14, 2025.

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

Carl E. Gierisch, Jr.; Mayor
City of Roanoke, Texas

(CITY SEAL)

Certificate for Ordinance Authorizing the Issuance and Sale of
City of Roanoke, Texas Combination Tax and Revenue Certificates of Obligation, Series 2025

Ordinance No. 2025-121

ORDINANCE NO. 2025-121

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Roanoke, Texas, deems it advisable to issue Certificates of Obligation in the amount of \$[24,280,000] for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation ("Notice"), and the Notice has been duly published in a newspaper of general circulation in the City with the first publication being at least forty-five days prior to the date of passage of this Ordinance, the newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code; and

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates of Obligation are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the City that the interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Roanoke, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$[24,280,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing and/or acquiring structured parking for public use; (2) sanitary sewer system improvements consisting of sewer lines; and (3) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE

CERTIFICATE OF OBLIGATION, SERIES 2025," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated November 1, 2025 (the "Dated Date"), in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of the certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the certificates shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest from the November 6, 2025 (the "Delivery Date") as set forth in the FORM OF CERTIFICATE in **Exhibit A** of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
[]	[]	[]

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Except as provided in Section 3(d) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be converted and exchanged for other Certificates, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Certificates shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(e) Paying Agent/Registrar for the Certificates. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Book-Entry Only System.

(i) The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust

Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(h) Successor Securities Depository; Transfers outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(j) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, by the Mayor Pro Tem), City Manager and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be substantially in the form provided in Exhibit A, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance. Exhibit A is incorporated in this Ordinance for all purposes.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's

waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5(a), if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted to be on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. When a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates

in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND APPROVAL OF BOND INSURANCE; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with B

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the

exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Manager and City Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Procedures to Monitor Compliance with Tax Covenants. The City hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made herein.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES; APPLICATION OF PREMIUM FROM SALE OF CERTIFICATES.

(a) The Certificates are hereby sold and shall be delivered to BOK Financial Securities, Inc. and Piper Sandler & Co. (the "*Underwriters*") for the purchase price of \$[] representing the aggregate principal amount of the Certificates, plus an aggregate reoffering premium of \$[] less an underwriting discount of \$[], pursuant to the terms and provisions of a Bond Purchaser Agreement, in substantially the form presented at this meeting, which the Mayor or Mayor Pro Tem is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of the BOK Financial Securities, Inc.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such

Official Statement in the reoffering of the Certificates by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, Mayor Pro Tem, City Manager, Director of Finance, and City Secretary shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(d) The Certificates have an aggregate premium of \$[] and which shall be allocated as follows:

- (i) the amount of \$[] shall be applied to pay costs of issuance of the Certificates;
- (ii) the amount of \$[] shall be deposited into the Construction Fund established by Section 12 of this Ordinance;
- (iii) the amount of \$[] shall be applied to pay the underwriting spread; and
- (iv) excess premium in the amount of \$[] shall be deposited to the Interest and Sinking Fund.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2025 Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Certificates in the amount of \$[] shall be deposited into the Construction Fund, other than amounts paid at closing for issuance costs. Upon payment of all such Project costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer's annual financial audit report; and (ii) the information found in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement for the Certificates. The Issuer will update and provide the information in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement within six months after the end of each fiscal year ending in and after 2025. The Issuer will additionally provide its annual financial audit report when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2025. If the annual financial audit report is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material;
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court

of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under subsection (b) of this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in

addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

Section 16. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

EXHIBIT A

FORM OF CERTIFICATES.

(a) The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ROANOKE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2025	PRINCIPAL AMOUNT \$ _____
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<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	November 6, 2025	August 15, _____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the City of Roanoke, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2026, to the Maturity Date specified above or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the

Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated November 1, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[24,280,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing and/or acquiring structured parking for public use; (2) sanitary sewer system improvements consisting of sewer lines; and (3) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

ON AUGUST 15, 203[] or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on August 15, 20[] (the "*Term Certificates*") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on each August 15 of the years and in the respective principal amounts, set forth in the following schedule:

Term Certificates due August 15, 20:

Mandatory Redemption Date: 8/15/20	Principal Amount: \$,000
Mandatory Redemption Date: 8/15/20*	Principal Amount: \$,000

* Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING OF NOTICE OF REDEMPTION there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the way the notice of redemption was given that such money was not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered

owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said Surplus Revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

U.S. Bank Trust Company, National Association
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or type name and address, including zip code of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular,

without alteration or enlargement or any change
whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(b) Initial Certificate Insertions

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

- A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.
- B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ROANOKE, TEXAS, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Dates, in the Principal Amounts and bearing interest at the Interest Rates per annum set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rates
[]	[]	[]

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above, at the respective Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2026, to the date of payment of the principal installment specified above or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt such as the Certificates (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Obligations.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Issuer's Director of Finance (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:
 - a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
 - b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
 - c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
 - d. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.
2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.
3. Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
 - a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

- b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
 - c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).
- 4. Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
 - a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
 - b. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
 - c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
 - d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
 - e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

II. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

- 1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
- 2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
- 3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:
 - a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
 - b. has a right to use the output of the Project (e.g., water, gas, electricity); or
 - c. has a right to use the Project to conduct or to direct the conduct of research;
- 4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;
- 5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
- 6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2025-116R - Expressing Official Intent to Reimburse Costs of Projects

MEETING DATE: October 14, 2025

DEPARTMENT: City Manager

ITEM SUMMARY:

Consideration and action on approval of Resolution No. 2025-116R, expressing official intent to reimburse costs of projects.

INFORMATION:

In conjunction with the 2025 Certificates of Obligation bond sale, this resolution authorizes the City to reimburse itself for past expenditures

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

This resolution will allow up to \$9m of the City's 2025 Certificates of Obligation to be utilized to reimburse the City for prior costs related to the design, construction and equipping of the proposed hotel/conference center/parking garage. All reimbursable capital costs must have been incurred no more than 18 months prior to the bonds being issued, and must have been paid for acquiring, designing, constructing, and equipping a combined hotel and conference center w/parking garage.

ATTACHMENTS:

1. RES NO 2025-116R - Reimbursement Resolution (Roanoke) October 2025

CITY OF ROANOKE

RESOLUTION NO. 2025-116R

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF PROJECTS

WHEREAS, the City of Roanoke, Texas (the *Issuer*) is a home rule municipal corporation and political subdivision of the State of Texas;

WHEREAS, the Issuer expects to pay expenditures for acquiring, designing, constructing and equipping a combined hotel and conference center and parking garage (the *Projects*) prior to the issuance of tax-exempt obligations or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (the *Obligations*) to finance the Projects;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects;

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

Section 1. The Issuer reasonably expects to issue one or more series of Obligations of which a maximum principal amount equal to \$9,000,000 will be used for the purpose of reimbursing the costs of the Projects paid prior to the issuance of the Obligations.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. Furthermore, no Obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. All costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

ADOPTED AND APPROVED ON OCTOBER 14, 2025.

April S. Hill, City of Roanoke

Carl E. Gierisch, Jr., City of Roanoke



CITY COUNCIL AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: PH Notice - ORD NO 2025-112 - Microschool

MEETING DATE: October 14, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for the Oak Street Corridor Zoning District, by amending Section 12.492 of the Code of Ordinances entitled "Schedule Of Uses," by amending the "Educational, Public Administration, Health Care and Other Institutional Uses" to provide for a new use entitled "Microschool" as a permitted use within the Oak Street Zone, Neighborhood Transition Zone, Highway 377 Zone, and Civic/Mixed Use Zone; and amending Section 12.500 entitled "Definitions" by adding a definition for "Microschool." (Ordinance No. 2025-112)

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - Oak Street Zoning - Microschool Use



City of Roanoke Notice of Public Hearing Zoning Amendment

CITY OF ROANOKE NOTICE OF PUBLIC HEARING ZONING AMENDMENT

ROANOKE PLANNING AND ZONING COMMISSION

THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, OCTOBER 6, 2025, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, FOR THE OAK STREET CORRIDOR ZONING DISTRICT, BY AMENDING SECTION 12.492 OF THE CODE OF ORDINANCES ENTITLED "SCHEDULE OF USES," BY AMENDING THE "EDUCATIONAL, PUBLIC ADMINISTRATION, HEALTH CARE AND OTHER INSTITUTIONAL USES" TO PROVIDE FOR A NEW USE ENTITLED "MICROSCHOOL" AS A PERMITTED USE WITHIN THE OAK STREET ZONE, NEIGHBORHOOD TRANSITION ZONE, HIGHWAY 377 ZONE, AND CIVIC/MIXED USE ZONE; AND AMENDING SECTION 12.500 ENTITLED "DEFINITIONS" BY ADDING A DEFINITION FOR "MICROSCHOOL." THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S OAK STREET, ROANOKE, TEXAS.

ROANOKE CITY COUNCIL

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, OCTOBER 14, 2025, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, FOR THE OAK STREET CORRIDOR ZONING DISTRICT, BY AMENDING SECTION 12.492 OF THE CODE OF ORDINANCES ENTITLED "SCHEDULE OF USES," BY AMENDING THE "EDUCATIONAL, PUBLIC ADMINISTRATION, HEALTH CARE AND OTHER INSTITUTIONAL USES" TO PROVIDE FOR A NEW USE ENTITLED "MICROSCHOOL" AS A PERMITTED USE WITHIN THE OAK STREET ZONE, NEIGHBORHOOD TRANSITION ZONE, HIGHWAY 377 ZONE, AND CIVIC/MIXED USE ZONE; AND AMENDING SECTION 12.500 ENTITLED "DEFINITIONS" BY ADDING A DEFINITION FOR "MICROSCHOOL." 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, September 19, 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. **BRILLE IS NOT AVAILABLE.**

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



CITY COUNCIL AGENDA ITEM

TO: City Council

SUBJECT: Zoning Ordinance Amendment (ZTA-2025-01) Microschools

MEETING DATE: October 14, 2025

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a Zoning Ordinance Amendment request from Tammy Dwight-Ministero, amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, by amending Chapter 12, Article III, Division 15, of the Code of Ordinances, of the City of Roanoke, Texas, entitled "Oak Street Corridor Zoning District", by amending Section 12.492 of the Code of Ordinances entitled "Schedule of Uses," by amending the "Educational, Public Administration, Health Care and Other Institutional Uses" to provide for a new use entitled "Microschools" that is a permitted use within the Oak Street Zone, Neighborhood Transition Zone, Highway 377 Zone, and Civic/Mixed Use Zone; and amending Section 12.500 entitled "Definitions" by adding a definition for "Microschools." (Ordinance No. 2025-112)

INFORMATION:

History

On March 18, 2025, Mrs. Dwight-Ministero reached out to then-City Planner Kelly Carlson about finding a location for a "...microschool/homeschool co-op..." and suggested two locations in the City. Mrs. Carlson returned, stating, "neither of the locations you're considering is suitable for a school." Mrs. Dwight-Ministero replied, stating that they are not technically a school. She then provided a state statute which she argues - and staff agrees - applies to her business, defining it as a learning pod.

Mrs. Dwight-Ministero then reached out to Mrs. Carlson on April 15, suggesting the property at 208 N. Hwy 377 as a location for her learning pod. Mrs. Carlson did not respond because she had left the City. Mrs. Dwight-Ministero followed up on May 16, after now-City Planner Matthew Ellis had started with the City. Mr. Ellis found that the use of learning pods, microschools, nor homeschool co-ops were listed in Section 12.492 Schedule of Uses, and forwarded the question to City Attorney Jeff Moore on May 19. On May 29, Mr. Moore agreed with staff's interpretation that the use was not a school and therefore not listed in the code, meaning it was not allowed. Mr. Ellis informed Mrs. Dwight-Ministero of staff's interpretation and Mr. Moore's concurring opinion. Mrs. Dwight-Ministero filled out and returned the appeal application on May



CITY COUNCIL AGENDA ITEM

31.

The Zoning Board of Adjustments unanimously denied the appeal application at their July 17 meeting, encouraging Mrs. Dwight-Minitstero to pursue a zoning text amendment as the appropriate venue to permit her use in the City of Roanoke.

Staff Report

The nature of education is changing in this new information age, as with many aspects of our lives. Especially during and following the COVID pandemic, novel approaches to education have been and are being developed, including microschools. The adoption of the Learning Pod Protection Act by the 87th legislative session shows the state's embracing of these diverse education models. As innovative uses emerge, cities must continue to have conversations about the appropriateness of these uses in their jurisdictions, enabling pioneering business owners to get their start. The application by the appropriately-named BOLD School to allow this use in the City is the first of what staff anticipate will be many novel businesses excited to set up in Roanoke over the next few decades.

In addition to the above context of the education market at large, the use complies with the goals laid out in the Oak Street Corridor Overlay. Schools, libraries, and community halls are all allowed in the same zones which Microschools are proposed to be allowed in. The ordinance adds the Neighborhood Transition Zone as microschools operate very similarly to existing homeschooling occupations, which complies with the goal of the Neighborhood Transition Zone to, "provide for appropriate transitions between the historic residential district and commercial uses along Oak Street."

Summary

City staff believe that this use will serve the residents of Roanoke and surrounding cities well. Based on the goals laid out in the Oak Street Regulating Plan and the shifting landscape of education as recognized by the Texas Legislature, City staff recommends approval of the ordinance.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

SPECIAL CONSIDERATION:

The Planning and Zoning Commission **unanimously recommended approval** of this request at their October 6 meeting.

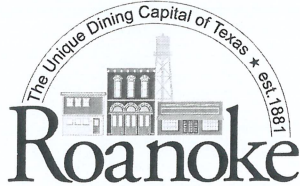
FINANCIAL CONSIDERATION:



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

1. Application
2. ORD NO 2025-112 - Zoning Amendment - Oak Street - Microschools
3. BOLD School – Learning Pod Designation Request
4. NMC BOLD school
5. Bold Roanoke LPPA Letter



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

ZONING APPLICATION

Applicant/Agent Name BOLD School / Tammy Dwight-Ministero		Home Phone	Mobile Phone 817.908.8222
Address 13511 Bates Aston Rd		City / State Haslet, TX	Zip 76052
Property Owner(s) Ryan Williams		Home Phone	Work Phone
Address, City, State, Zip			
Present Zoning Classification Clinic	Requested Zoning Classification Microschool/ Learning Pod	Acreage/Lot of Requested Zoning Classification Lot 10R-1, Block 13 Old Town Roanoke	

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 microschool/ learning pod

Justification for requested zoning change: To update the allowed uses school category to include microschools.

Microschools (aka Learning Pods by TEA) were not recognized school options until 2021 by the LPPA legislation.

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.

Authentisign
Tammy Dwight-Ministero 07/18/25
 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.

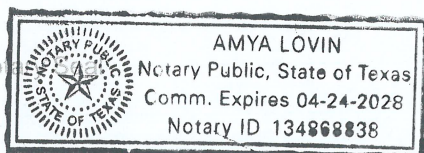
Authorization:

I/We Ryan Williams owner(s) of the above described property do hereby authorize Tammy Dwight-Ministero to act on my/our behalf in making and representing this zoning change application.

[Signature] 7/23/2025
 Signature of owner Date

State of Texas
 County of Denton

Sworn to and subscribed before me on the 23rd day of July, 2025, by Ryan Williams
 (year) (name of owner).



[Signature]
 Notary Public's Signature

07/20/2023

ORDINANCE No. 2025-112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE III, DIVISION 15, OF THE CODE OF ORDINANCES, OF THE CITY OF ROANOKE, TEXAS, ENTITLED “OAK STREET CORRIDOR ZONING DISTRICT”, BY AMENDING SECTION 12.492 OF THE CODE OF ORDINANCES ENTITLED “SCHEDULE OF USES,” BY AMENDING THE “EDUCATIONAL, PUBLIC ADMINISTRATION, HEALTH CARE AND OTHER INSTITUTIONAL USES” TO PROVIDE FOR A NEW USE ENTITLED “MICROSCHOOLS” THAT IS A PERMITTED USE WITHIN THE OAK STREET ZONE, NEIGHBORHOOD TRANSITION ZONE HIGHWAY 377 ZONE, AND CIVIC/MIXED USE ZONE; AND AMENDING SECTION 12.500 ENTITLED “DEFINITIONS” BY ADDING A DEFINITION FOR “MICROSCHOOLS”; 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 Chapter 12, Article III, Division 15, Section 12.492, Table 1 – Schedule of Uses of the Code of Ordinances of the City of Roanoke, Texas, by amending the “Educational, Public Administration, Health Care and Other Institutional Uses” to provide for “Microschools” which shall read as follows:

“Sec. 12.492. Schedule of Uses.

Due to the emphasis on urban form over land uses in the Oak Street District, general use categories have been identified by areas. Uses not listed in the following schedule, but are substantially similar, may be permitted upon the approval of the City Manager or his or her designee, subject to appeal to the City Council.

Table 1 – Schedule of Uses

<i>Land Use</i>	<i>Oak Street Zone</i>	<i>Neighborhood Transition Zone</i>	<i>Hwy 377 Zone</i>	<i>Civic/Mixed Use Zone</i>
Educational, Public Administration, Health Care and Other Institutional Uses				
▪ Microschools	P	P	P	P

Section 3.

That Chapter 12, Article III, Division 15, Section 12.500 entitled “Definitions” is amended by adding a new definition entitled “Learning pods” which shall read as follows:

“Microschools’ means a small learning environment under the sponsorship of a private agency or corporation, other than a public or religious agency, which offers a curriculum that is generally equivalent to public elementary and/or secondary schools. Microschools are distinct from private schools in their class sizes.”

Section 4. 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 5. 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 6. 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 7. 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 _____ day of _____, **2025**.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

BOLD School – Learning Pod Designation Request

Statutory Definition

Under Tex. Educ. Code § 27.001(2), a “**learning pod**” is defined as:

“a group of children who, based on the voluntary association of the children's parents, meet together at various times and places to participate in or enhance the children's primary or secondary academic studies, including participation in an activity or service provided to the children in exchange for payment.”【Tex. Educ. Code § 27.001(2)】

How BOLD School Meets Each Element

1. Voluntary Association of Parents

- **Parent-Driven Participation:** All families choose to join voluntarily; there are **no attendance mandates or compulsory requirements**.
 - *Example:* Families may take a month off in October or opt out of summer sessions entirely.
 - *Example:* Tuition secures their spot and covers software, hardware, coaches, supplies, and field trips, regardless of attendance.
- **Parent-Led Learning:** Parents set the **pace, schedule, and curriculum**, while BOLD School provides resources, coaching, and accountability support. Families may adjust their plan at any time. Learning components are determined by the family, not by any government or school entity.
 - *Pace:* Families can accelerate (cover 2 years of curriculum) or decelerate (½ year) based on goals.
 - *Schedule:* Multiple tracks with flexible days and times; no fixed attendance requirements.
 - *Curriculum:* Families choose between 2-Hour Learning, other school-provided EdTech tools, or any additional parent-selected curricula.
- **Direct Parent Involvement:** On homeschool days, the parent serves as the primary Learning Coach.
- **Parent Contribution:** Families actively enrich the learning environment by sharing expertise, talents, and skills with students.

Note: “Voluntary” is defined as “proceeding from the will or from one's own choice or consent,” and “association” as “the act of joining together in a relationship or an organization of persons having a common interest.”【Merriam-Webster, “Voluntary” and “Association,” Merriam-Webster.com Dictionary】

BOLD School families freely choose to join together around the shared interest of their faith and children’s education, meeting the statutory requirement of a “voluntary association of parents.”

2. Meet Together at Various Times

BOLD School operates four distinct tracks, each with multiple schedule variations, resulting in **seven different weekly options** (not including the infinite home-based flex schedule times).

- Signature Track: 4-day onsite (Mon–Thurs, 9–3) + Friday parent-selected time (2x per week).
- Tech Stack Track: 4-day onsite (Mon–Thurs, 9–3) + Friday parent-selected time (2x per week).
- Homeschool Track: Partial onsite (Mon–Wed, 12–3; Thurs, 9–3) + flexible Fridays (3x per week).
- 1-Day Options: Thursday, various locations (9–3) + home-based learning rest of week (2x per week).

Note: “Various” is defined as “of an indefinite number greater than one.”【Merriam-Webster, “Various,” Merriam-Webster.com Dictionary】

BOLD School’s multiple tracks, flexible schedules, and home-based learning options meet and exceed the statutory requirement of meeting together at “various times.”

3. ...and Places

BOLD School learning occurs in **multiple locations**, satisfying the requirement to meet in “various places.”

- **Home**: Parent-led instruction for all students.
- **On-site**: Small, mixed-age groups on campus.
- **Offsite**: Regular service projects, field trips, and community-based learning at local businesses, parks, libraries, and churches.

Note: “Place” is defined as “a physical environment or space,” and “various” as “of an indefinite number greater than one.”【Merriam-Webster, “Place” and “Various,” Merriam-Webster.com Dictionary】

With home, onsite, and offsite learning environments, BOLD School clearly meets the statutory requirement of meeting in “various places.”

4. Participate in or Enhance the Children’s Academic Studies

- All tracks include core academic subjects (math, reading, writing, science, and social studies).
- Signature & Tech Stack serve as primary instruction.
- Homeschool Track provides enhancement to parent-led academics.

All BOLD School tracks focus on primary and secondary academics, meeting the statutory requirement of participating in or enhancing academic studies.

5. Activity or Service in Exchange for Payment

- Tuition is paid by parents in exchange for BOLD School’s educational services, resources, and activities, satisfying the “activity or service in exchange for payment” element.

Tuition is a direct exchange for the educational activities and services BOLD School provides, aligning with the statutory requirement.

Conclusion

BOLD School **meets and exceeds** every element of the statutory definition of a *Learning Pod* under Texas SB 1955 and Tex. Educ. Code § 27.001(2).

Implications

BOLD School’s structure aligns closely with the statutory elements outlined in the Learning Pod Protection Act, Texas Education Code § 27 (SB 1955), meaning it falls under the legal definition of a Learning Pod and the protections that accompany it. The legislature did not limit this designation to a specific historical moment; it created a statutory framework to protect parent-directed learning models from unnecessary regulation.

While learning pods gained visibility during COVID, their growth since then reflects a broader parental demand for alternative education models. That natural evolution underscores why the LPPA exists: to safeguard innovative, parent-driven approaches to education from being forced back into traditional systems through local regulation. Because *Learning Pod* is a designation created in statute, compliance must be determined by the language of the law itself—not by perceived intent or assumptions about why it was first enacted. Our goal is simply to ensure alignment with those statutory requirements as written.



July 8, 2025

Ms. Tammy Dwight-Ministero
Founder
BOLD School
Roanoke, Texas

Dear Tammy:

Congratulations on your important educational leadership as an exemplary Texas nonpublic school. BOLD School has served as an essential member of the community of private school options, and also an exemplary model of an educational entity falling within Texas Learning Pod Protection Act as defined within Title II, Chapter 27 of the Texas Education Code, in the greater DFW area for several years.

It has been the National Microschooling Center's honor to have included you as a member for the past two years.

I look forward to visiting your new facility in the coming months, and to working together for the years to come. Please do not hesitate to reach out if there is any way I or the Center can prove helpful to your work.

Sincerely,

Don Soifer
CEO

July 10, 2025

Zoning Appeals Board
City of Roanoke
500 S. Oak Street
Roanoke, Texas 76262

Dear Board,

My name is Daniel Suhr. I am senior legal fellow at the National Microschooling Center, a resource hub for education entrepreneurs and innovative schools. I write alongside my Texas cocounsel, Chad Flores of Flores Law in Houston.

I write in support of The BOLD School, a private school serving students from Fort Worth and the surrounding areas. I am writing to draw your attention to the important rights afforded to The BOLD School and similar educators under the Texas Learning Pod Protection Act, Education Code Title 2, Subtitle E, Ch. 27.

As the Texas Home School Coalition, one of the primary outside supporters of the bill, has explained, the LPPA “was drafted to protect learning pods from being regulated by local governments not only during a pandemic but also on an everyday basis. . . . These protections help ensure the freedom of families to educate their children as they see fit.” THSC, *How the Texas Legislature Addressed Pods and Homeschool Co-ops* (June 7, 2021).

The bill’s title makes clear its purpose: to protect these new, innovative, voluntary private organizations of parents and students banding together outside the traditional school system. *See In the Interest of M.R.*, 975 S.W.2d 51, 54 (4th Ct. of App. 1998) (statute title is “instructive” to its interpretation). That reading is reinforced by the bill’s self-description: “exempting learning pods from certain local government regulations.” S.B. No. 1955. *See* Texas House Research Org., Bill Digest, SB 1955 (2nd reading), May 21, 2021 (same).

The LPPA applies to a “learning pod,” which it defines as “a group of children who, based on the voluntary association of the children’s parents, meet together at various times and places to participate in or enhance the children’s primary or secondary academic studies, including participation in an activity or service provided to the children in exchange for payment.” Educ. Code 27.001(2). That describes The BOLD School, which is a voluntary association of families that serves children (students) for their academic studies in an intimate, microschool environment.

As such, The BOLD School enjoys certain rights under the Act, including:

- An exemption from “any ordinance, rule, regulation, policy, or guideline adopted by a local governmental entity that applies to a school district campus or child-care facility, including any requirements regarding . . . physical accommodations, or building or fire codes.” Educ. Code 27.002(a)(1).
- An exemption “from any ordinance, rule, regulation, policy, or guideline adopted by a local governmental entity that would not apply to the group, building, or facility if it was not associated with or used by a learning pod.” *Id.* at (a)(2).

In this case, The BOLD School fits a “both/and” definition. It is a school: it provides a regular course of instruction substantially equivalent to that of other Texas schools. Indeed, pursuant to the Roanoke zoning ordinance that is at issue here, The BOLD School is a school as it is under the sponsorship of a private agency or corporation, other than a public or religious agency, which offers a curriculum that is generally equivalent to public elementary and/or secondary schools. That it is a microschool serving a small number of students does not render it something other than a school. Yet it is also a “learning pod” as that term is used in the Act: a voluntary association of families coming together for education in an innovative and intimate setting.

As the Appeals Board considers this appeal, I would encourage you to be mindful of the City’s obligations under the Learning Pod Protection Act. We would welcome further conversation with the Board or City Attorney’s office to clarify our understand and the City’s understanding of the LPPA and its application to this appeal if that would be helpful to you. Thank you for your attention to this matter.

Respectfully yours,



Daniel R. Suhr, Senior Legal Fellow
National Microschooling Center
Licensed in Wisconsin

Chad Flores
Flores Law PLLC
917 Franklin Street
Suite 600
Houston, Texas 77002
(713) 364-6640



CITY COUNCIL AGENDA ITEM

TO: City Council

SUBJECT: Site Plan (SP-2025-06) AG Roanoke Medtail

MEETING DATE: October 14, 2025

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a Site Plan (SP-2025-06) request from Hunter Harrison for a retail, restaurant, and medical commercial development to be located on an approximate 1.276 acres of land, being a part of the PPR Roanoke Addition, City of Roanoke Texas, Denton County Texas. The property is generally located along Highway 377 between Bobcat Boulevard and Marshall Creek Road.

INFORMATION:

The proposed uses are ten-thousand (10,000) square-feet of retail, medical, and restaurant uses in a one-story building.

- **Landscape**- The plan demonstrates new permanently maintained landscaping.
- **Drainage**- A drainage plan will be accepted by the engineering consultant prior to construction.
- **Utilities**- A utility plan will be accepted by the engineering consultant prior to construction.
- **Parking**- The parking provided meets the required amount for the proposed uses. Required: 57 spaces Provided: 57 spaces

STAFF RECOMMENDATION:

It is the staff's recommendation to approve the site plan and design as submitted.

SPECIAL CONSIDERATION:

The Planning and Zoning Commission **unanimously recommended approval** of this request at their October 6 meeting.

FINANCIAL CONSIDERATION:



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

1. Site Plan Application
2. Owner Authorization_Hunter Harrison
3. AG Roanoke Medtail Civil Plans - Overall Site Plan
4. Building Elevations



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

SITE PLAN APPLICATION

FEE OF \$400.00 IS DUE WITH SUBMITTAL

Name of Applicant Hunter Harrison	Address of Applicant 600 N Robinson Ave, Suite 1000 Oklahoma City, OK 73102	Phone Number and Email 972-971-9677
Legal Interest To be - AGTX Roanoke 377 RE Holdings, LLC		
Owner Darrell Lake	Address PO Box 12526 Dallas, TX 75225	Phone Number& Email 817-657-1180
Firm preparing Site Plan Package KIMLEY-HORN	Address 2600 N CENTRAL EXPY, SUITE 400 RICHARDSON, TX 75080	Phone Number (972) 581-9560 Email Ashley.Coalson@kimley-horn.com
Location of Property SH 377, ROANOKE TX 76262	Name of Addition/Subdivision PPR ROANOKE ADDITION	Lot / Block LOT 10, BLOCK 1
		Present Zoning PD 2000-124

Proposed Site Plan Contains:

LAND USE	NUMBER OF LOTS	ACRES FOR USE
Single Family		
Multi-Family		
Planned Development		
Office		
Retail		
Commercial	1	1.276
Industrial		
Flood Plain		

A copy of the final plat including public right-of-way crossing and adjacent property to the subject property shall be included.

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

An electronic copy (pdf) Site Plan fee is \$400.00. Fees are subject to change as amended by Ordinance.

Hunter Harrison
Digitally signed by Hunter Harrison
DN: C=US, E=Hunterharrison@ashtongray.com,
CN=Hunter Harrison
Date: 2025.05.27 10:49:59-05'00'

Applicants Signature

FOR OFFICE USE ONLY

Site Plan Fee	P&Z Meeting	CC Meeting	File for Record SP- _____ - _____
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5/27/25

Date

07/20/2023

City of Roanoke Site Plan Checklist



Submission Requirements

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

Print Requirements

- ☐ Staff Review
One (1) electronic copy for staff discussion. (Plans shall be received thirty (30) days prior to P&Z meeting.)
- ☐ Planning & Zoning Commission
One (1) electronic copy (Plans shall be received thirty (30) days prior to P&Z meeting.)

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

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

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

Site Plan

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

Site Plan Continued

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

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

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

Landscape Plan

- ☐ Title block, titled Landscaping Plan, lower right corner including subdivision name, block & lot numbers, and date of preparation.
- ☐ Names, addresses, phone numbers and emails of the owner, applicant and landscaping design proffessional.
- ☐ North arrow and scale. (same scale as site plan)
- ☐ Property boundaries with dimensions.

Landscape Plan Cont.

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

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

Total Site Area devoted to landscape: _____ %

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

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

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

- ☐ Utility meters shall not be visible except in areas clearly intended as service areas where the public is generally excluded.
- ☐ All mechanical equipment including units located on rooftops shall be screened.

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

AUTHORIZED AGENT FORM

- The applicant/owner declares that all statements and information submitted with this application are true and correct.
- The owner's signature is certification that he/she is the owner of the subject property and consents to the submission of this application, even if a non-owner applicant submits the request.
- I hereby designate Hunter Harrison (name of project representative) to act in the capacity as agent for filing, processing, representation, and/or presentation of this application. The designated agent shall be the principal contact person for responding to requests for information and for resolving issues of concern relative to this application.

Signed this 27th day of MAY, 2025

Owner

William Darrell Lake
(Print Name)

[Signature]
(Signature)

STATE OF TEXAS

COUNTY OF DALLAS

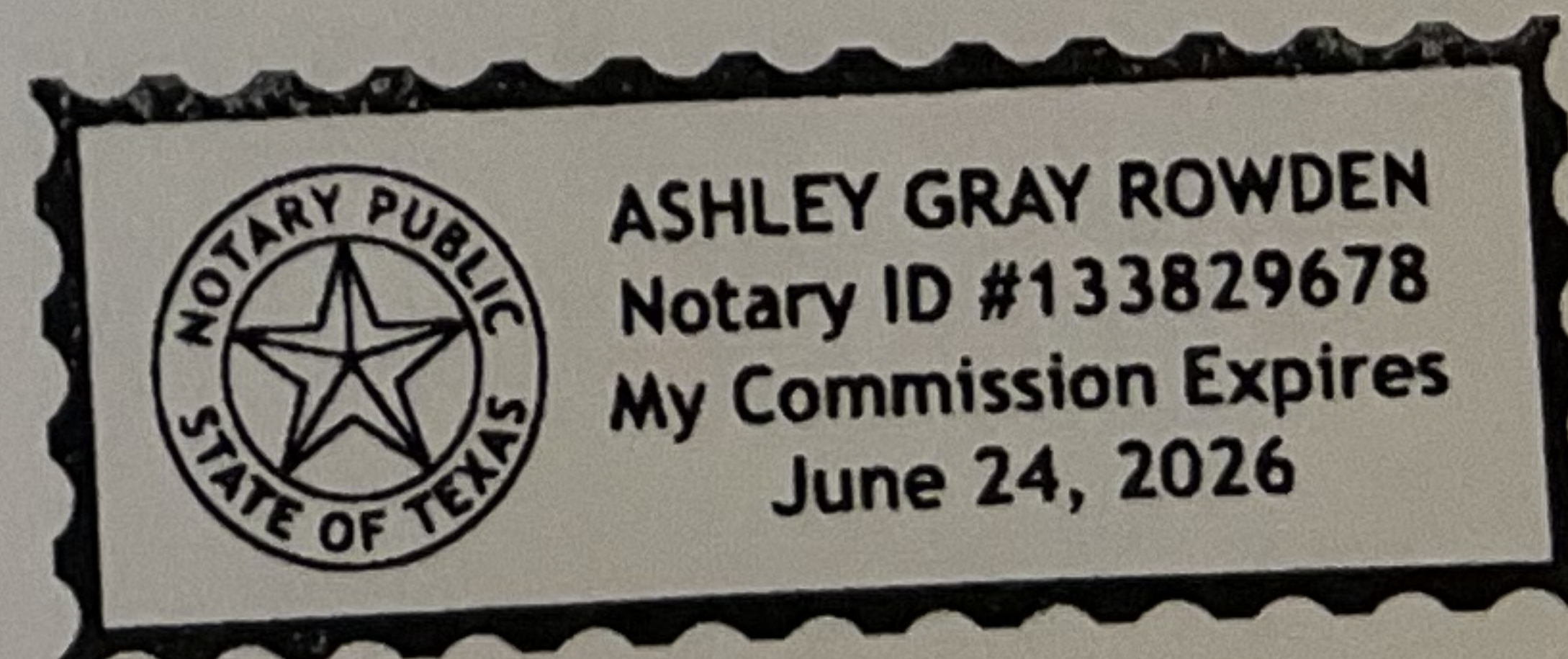
BEFORE ME, a Notary Public, on this day personally appeared William Lake the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 27th day of

, 20 25.

(NOTARY SEAL)

Notary Signature

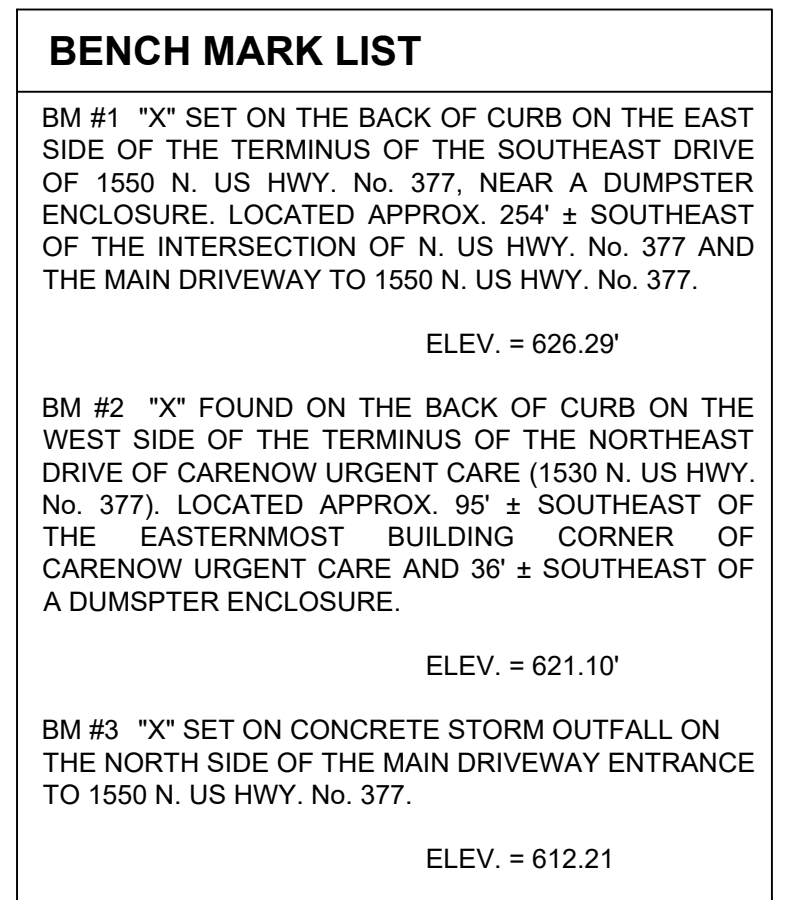


Applicant

Hunter Harrison
(Print Name)

Hunter Harrison
(Signature)

Digitally signed by Hunter Harrison
DN: cn=US, email=hunterharrison@ashitongray.com, cn=Hunter Harrison
Date: 2025.05.21 13:22:34-05'00'



1. BRICK CONSTRUCTION TO COMPLY WITH TECHNICAL NOTES 28B FROM THE BRICK INDUSTRY ASSOCIATION
2. PAINT THE BOTTOM OF ALL EXPOSED STEEL OR MASONRY LINTELS TO MATCH ADJACENT MATERIALS
3. 2. ALL BRAKE METAL TO BE 24 GAUGE.
4. ALL SEALANT TO BE NP1 SEALANT WITH COLOR MATCHING ADJACENT MATERIAL (UNO).

5.003 METAL ACCESS/LADDER: TUBULAR RAIL LOW PARAPET, WITH PLAT-FORM

5.006 ACCESS/LADDER: TUBULAR RAIL LOW PARAPET, WITH PLAT-FORM

5.006 PREFINISHED BRAKE METAL WRAP AROUND COLUMN, COLOR TO MATCH STOREFRONT

5.006 MASONRY EXPANSION JOINT, TO BE SPACED NO MORE THAN 20'-0" O.C., TO BE SPACED NO MORE THAN 4'-0" FROM ALL BUILDING CORNERS. CAULK TO MATCH BRICK COLOR

7.012 2'-0" PREFINISHED METAL DOWNSPUT, TO DRAIN AT GRADE, PROVIDE SPLASH BLOCK LINE OF ROOF BEYOND

7.011 KNOX BOX TO BE INSTALLED 6'-0" AFF (VERIFY LOCATION WITH FIRE MARSHAL AND PROVIDE KEYS TO ALL DOORS)

7.14 HOLLOW METAL DOORS PAINTED BLACK

7.19 EXTERIOR SCORCE LIGHT, REF MEP

7.21 EXTERIOR WALL PACK, REF MEP

7.223 SCUPPER W/CONDUCTOR HEAD AND DOWNSPUT, REF PLAN FOR SIZE, DRAIN TO GRADE ON SPLASH BLOCK

7.29 FRONT PARAPET BEYOND

7.31 GAS LINES TO BE ROUTED AROUND PARAPET

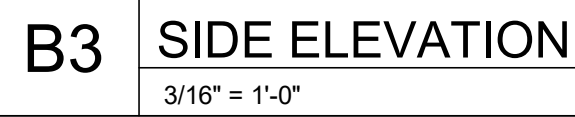
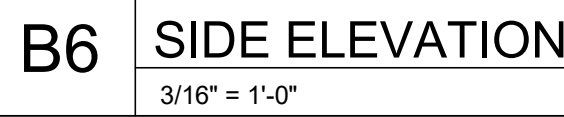
7.35 CONTRAIOR TO PROVIDE SIGNAGE ON EXTERIOR OF SPRINKLER ROOM DOOR AS DIRECTED BY LOCAL FIRE MARSHAL

7.35 PAINT UTILITIES, PIPES, AND CONDUIT TO MATCH BUILDING

7.39 HOSE BIBB, REF PLUMBING

7.40 @ 16" O.C. VERTICAL, THE BRICK VENEER IS TO HAVE BRICK TIES @ 6" OC BOTH VERTICALLY AND HORIZONTALLY

MARK	SUPPLIER/ MANUFACTURER	PRODUCT NAME/ NUMBER	COLOR/FINISH	NOTES
EXTERIOR LIGHTING (EL#)				
EL01	ILLUMINATED SIGNAGE	TBD		
EXTERIOR METAL ASSEMBLIES (CP#)				
CP01	BELLEWS STC	PREMANUFACTURED METAL CANOPY	BLACK	FLAT PAN 40-32L THICKNESS: .032@. CONNECTED WITH OVERHEAD ROD SYSTEM TO-SS00. SUBSTITUTIONS PERMITTED. REVIEW WITH ARCHITECT
CP02	BERRIDGE	PREMANUFACTURED METAL PARAPET CAP	BLACK	AS INDICATED ON DRAWINGS
CP03	BERRIDGE	SCUPPER HEADS AND DOWNSPOUTS	BLACK	AS INDICATED ON DRAWINGS
MASONRY (M#)				
MA01	RED RIVER BRICK	KING-SIZE BRICK	IVORY	SUBSTITUTIONS ARCHITECT TO SELECT COLOR FROM MANUFACTURER'S STANDARD COLORS
MA02	RED RIVER BRICK	KING-SIZE BRICK	CATAHOULA	SUBSTITUTIONS ARCHITECT TO SELECT COLOR FROM MANUFACTURER'S STANDARD COLORS
STOREFRONT (ST#)				
ST01	KAWNEER	ALUMINUM	BLACK ANODIZED	SUBSTITUTIONS PERMITTED. REVIEW WITH ARCHITECT





CITY COUNCIL AGENDA ITEM

TO: City Council

SUBJECT: SP-2025-07 Texas Building Supply Parking Lot

MEETING DATE: October 14, 2025

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a Site Plan (SP-2025-07) request from Misty Holloway for a new parking lot to be located on an approximate 128.3 acres of land, being a part of the Alliance Gateway-Food Lion Addition, City of Roanoke Texas, Denton County Texas. The property is generally located at 743 Henrietta Creek Road.

INFORMATION:

The proposed use is a new parking lot to serve the existing Texas Building Supply building next to the site.

- **Landscape**- No additional landscaping is required.
- **Drainage**- A drainage plan will be accepted by the engineering consultant prior to construction.
- **Utilities**- A utility plan will be accepted by the engineering consultant prior to construction.
- **Parking**- The parking provided exceeds the required amount, providing additional parking for adjacent users.

STAFF RECOMMENDATION:

Staff recommends approval of this request.

SPECIAL CONSIDERATION:

The Planning and Zoning Commission **unanimously recommended approval** of this request at their October 6 meeting.

FINANCIAL CONSIDERATION:



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

1. SP-2025-07 - Site Plan Application - Texas Building Supply-PAID
2. 2025-08-29 Final Plans - Texas Building Supply Parking



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

SITE PLAN APPLICATION

FEE OF \$400.00 IS DUE WITH SUBMITTAL

Name of Applicant Misty Holloway	Address of Applicant 743 Henrietta Creek, Suite 100, Roanoke, TX 76262	Phone Number and Email 817-701-9160 misty.holloway@texasbuildingsupply.com
Legal Interest		
Owner Texas Building Supply	Address 743 Henrietta Creek, Suite 100, Roanoke, TX 76262	Phone Number & Email 972-484-0406
Firm preparing Site Plan Package Baird, Hampton & Brown	Address 3801 William D Tate Ave, Suite 500, Grapevine, TX 76051	Phone Number 817-251-8550
		Email lafferty@bhbinco.com
Location of Property 743 Henrietta Creek, Suite 100	Name of Addition/Subdivision Alliance Gateway Food Lion	Lot / Block Lot 1 Block 1
		Present Zoning BP

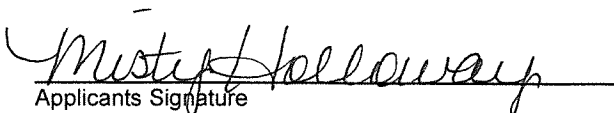
Proposed Site Plan Contains:

LAND USE	NUMBER OF LOTS	ACRES FOR USE
Single Family		
Multi-Family		
Planned Development		
Office		
Retail		
Commercial		
Industrial	1	128.3
Flood Plain		

A copy of the final plat including public right-of-way crossing and adjacent property to the subject property shall be included.

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

An electronic copy (pdf) Site Plan fee is \$400.00. Fees are subject to change as amended by Ordinance.


Applicants Signature

9-2-2025
Date

FOR OFFICE USE ONLY

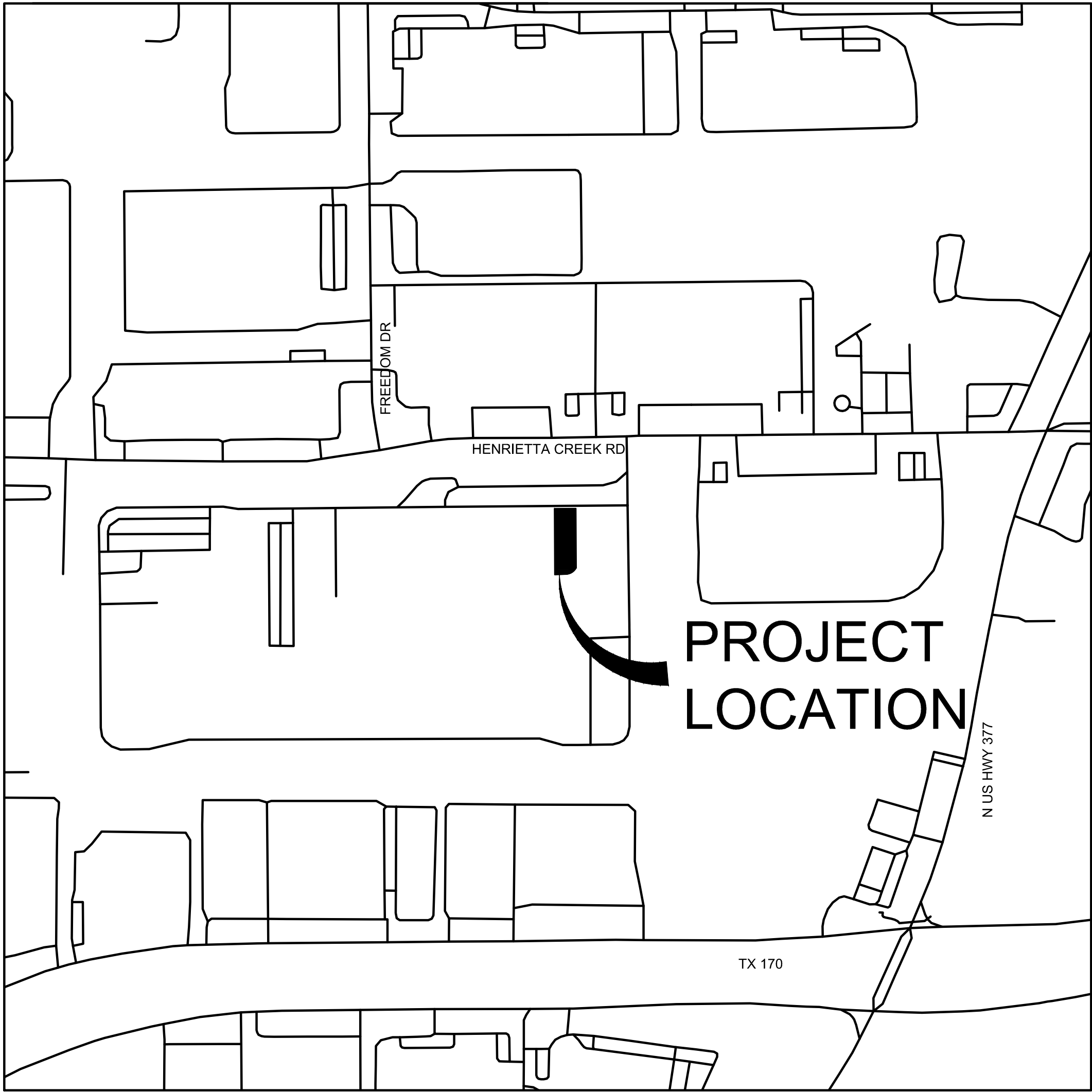
Site Plan Fee PD VS \$400.00 REC #868252 09/03/2025 JM	P&Z Meeting 10/06/2025	CC Meeting 10/14/2025	File for Record SP- <u>2025 - 07</u>
--	---------------------------	--------------------------	---

07/20/2023

TEXAS BUILDING SUPPLY PARKING IMPROVEMENTS

743 HENRIETTA CREEK ROAD, SUITE 100
ROANOKE, TX 76262

SITE/CIVIL PLANS



INDEX OF SHEETS

- 1 COVER
- 2 GENERAL NOTES
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- 4 PRE-DEVELOPMENT LAND USE MAP
- 5 POST-DEVELOPMENT LAND USE MAP
- 6 DRAINAGE AREA MAP
- 7 SITE PLAN
- 8 GRADING PLAN
- 9 EROSION CONTROL PLAN
- 10 EROSION CONTROL DETAILS
- 11 CONSTRUCTION DETAILS

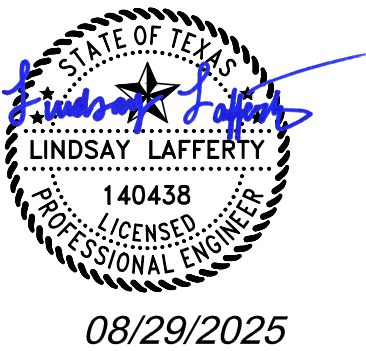


TEXAS BUILDING SUPPLY
13780 BENCHMARK DRIVE
FARMERS BRANCH, TX 75234
CONTACT: MISTY HOLLOWAY
PHONE: 972-484-0406 EXT 540139
EMAIL: Misty.Holloway@texasbuilding supply.com

AUGUST 2025



3801 William D. Tate Ave, Ste 500 Grapevine, TX 76051
mail@bhinc.com • 817.251.8550 • bhinc.com
TBPE Firm #44 • TBPLS FIRM #10011302



8/29/2025 9:30AM E:\0225\729.000 - texas building supply parking\01 design & drafting\02 Civil\729Cover.dwg GENERAL NOTES

OVERALL PROJECT LEGEND

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE		NONE
SETBACK		NONE
BUILDING		NONE
EASEMENT		NONE
PROJECT CONTROL POINT		NONE
ASPHALT PAVEMENT		NONE
CONCRETE PAVEMENT		
CONCRETE CURB & GUTTER		
CONCRETE DRIVEWAY PAVEMENT		
SIDEWALK		
GRAVEL		NONE
WIRE FENCE		NONE
GAS LINE		NONE
OVERHEAD ELECTRIC LINE		NONE
WATER LINE		NONE
SANITARY SEWER LINE		NONE
STORM DRAIN LINE		NONE
WATER GATE VALVE		NONE
WATER METER BOX		NONE
FIRE HYDRANT		NONE
SANITARY SEWER MANHOLE		NONE
SANITARY SEWER CLEANOUT		NONE
STORM DRAIN MANHOLE		NONE
STORM DRAIN GRATE INLET		NONE
STORM DRAIN CURB INLET		NONE
ELECTRIC METER		NONE
ELECTRIC RISER		NONE
TELECOMMUNICATIONS MANHOLE		NONE
TELEPHONE PEDESTAL		NONE
LIGHTPOLE		NONE

GENERAL CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION (LATEST-EDITIONS) UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIALS AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS, AND REQUIREMENTS. ALL WORK REQUIRED BY THESE PLANS SHALL BE CONDUCTED IN CONFORMANCE WITH CURRENT SAFETY CODES AND STANDARDS WITH JURISDICTION OVER THIS PROJECT.
- THE CONTRACTOR SHALL CONTACT ALL FRANCHISE UTILITY COMPANIES TO HAVE THEM LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION AND DEPTH OF ALL FRANCHISE UTILITY SERVICES AND ANY REQUIRED RELOCATION AND/OR EXTENSIONS. EXISTING SERVICES SHOWN ON THE PLANS, IF ANY, ARE CONCEPTUAL.
- THE CONTRACTOR SHALL PROTECT ALL PUBLIC AND PRIVATE UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, POWER POLES, SIGNS, FIRE HYDRANTS, ETC., MUST BE ADJUSTED TO PROPER GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
- BRACING OF UTILITY POLES MAY BE REQUIRED BY UTILITY COMPANIES WHEN TRENCHING OR EXCAVATION IS IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR. THERE IS NO SEPARATE PAY ITEM FOR THIS WORK; THE COST IS INCIDENTAL TO THE VARIOUS PAY ITEMS FOR THE PROJECT.
- THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. THE ENGINEER SHALL BE NOTIFIED WHEN PROPOSED FACILITY GRADES CONFLICT WITH EXISTING UTILITY GRADES.
- THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY, INCLUDING, BUT NOT LIMITED TO FENCES, WALLS, PAVEMENT, GRASS, TREES, AND LAWN SPRINKLER OR IRRIGATION SYSTEMS AT NO COST TO THE OWNER. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT (UNLESS OTHERWISE NOTED) AND IS NOT A SEPARATE PAY ITEM.
- THE CONTRACTOR SHALL REMOVE SURPLUS MATERIAL FROM THE PROJECT AREA. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWP3 WITH INSPECTION REPORTS, AND THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS.
- ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
- ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS SHALL BE SENT TO THE ENGINEER, CONTRACTOR AND OWNER DIRECTLY FROM THE TESTING AGENCY.
- ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES AND/OR UTILITY SERVICE COMPANIES SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO PROJECT ACCEPTANCE AND THE FINAL CONNECTION OF SERVICES.
- CONTRACTOR SHALL VERIFY BENCHMARKS AND DATUM PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS.
- CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER AND ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
- ALL HORIZONTAL DIMENSIONS GIVEN ARE TO FACE OF CURB AND TO PIPE CENTERLINES UNLESS OTHERWISE NOTED ON PLANS.
- ALL CUT OR FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE SHOWN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
- UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE PROJECT ENGINEER, A COPY OF RECORD DRAWINGS IDENTIFYING ALL DEVIATIONS OR VARIATIONS FROM THE ORIGINAL PLANS.
- CONTRACTOR SHALL GIVE NOTICE TO ALL AFFECTED PARTIES AND ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- IT IS THE INTENT OF THE CONTRACT DOCUMENTS TO PROVIDE AN INSTALLATION COMPLETE IN EVERY RESPECT. IF THE CONTRACT DOCUMENTS DO NOT SUFFICIENTLY DESCRIBE THE FINAL PRODUCT, THE CONTRACTOR SHALL BRING SUCH TO THE ATTENTION OF THE ENGINEER. UNLESS OTHERWISE SPECIFIED, IT IS THE CONTRACTOR'S RESPONSIBILITY FOR METHODOLOGY OF CONSTRUCTION TO COMPLETE THE WORK INDICATED OR SPECIFIED. CONTRACTOR IS TO PROVIDE SAME AND PROVIDE MATERIALS AND EQUIPMENT USUALLY FURNISHED WITH SUCH SYSTEMS OR REQUIRED TO COMPLETE THE INSTALLATION, WHETHER SPECIFICALLY MENTIONED OR NOT.
- CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL HEALTH AND SAFETY STANDARDS, LAWS, OR REGULATIONS. FAILURE TO COMPLY WITH THE REQUIREMENTS SPECIFIED SHALL BE CONSIDERED JUST AND SUFFICIENT CAUSE FOR OWNER TO STOP WORK.
- CONTRACTOR SHALL COMPLY WITH TEXAS HOUSE BILL 1569, EFFECTIVE SEPTEMBER 1, 1989, TO MAINTAIN A VIABLE TRENCH SAFETY SYSTEM AT ALL TIMES AS WELL AS THE U.S. DEPARTMENT OF LABOR, OSHA, "CONT. SAFETY AND HEALTH REGULATIONS", COL. 29, SUB PART P, AND AMENDMENTS THERETO. SHEETING, SHORING, BRACING, AND OTHER TRENCH SAFETY COSTS SHALL BE SUBSIDIARY TO THE COST CONSTRUCTION (NO EXTRA PAY).

BAIRD, HAMPTON & BROWN

engineering and surveying

3801 William D. Tate Ave. Ste. 600 Grapevine, TX 76051
mail@bhbc.com • 817.261.8550 • bhbc.com
TBP&LS Firm #44, #10011300, #10011302, #10194146

TEXAS BUILDING SUPPLY

PARKING IMPROVEMENTS

743 HENRIETTA CREEK ROAD, SUITE 100
ROANOKE, TX 76262

GENERAL NOTES

NO.	DESCRIPTION	DATE

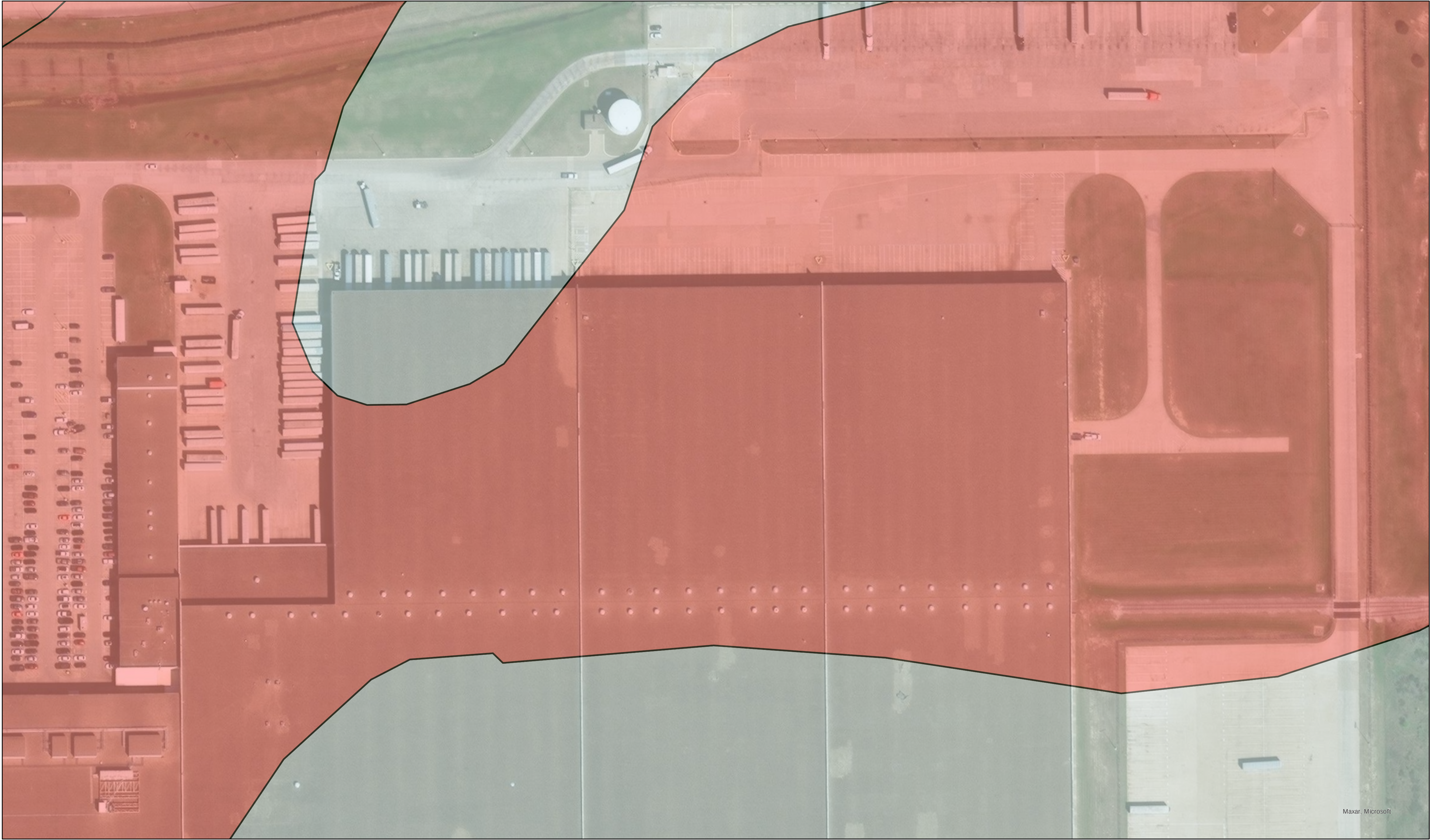


08/29/25

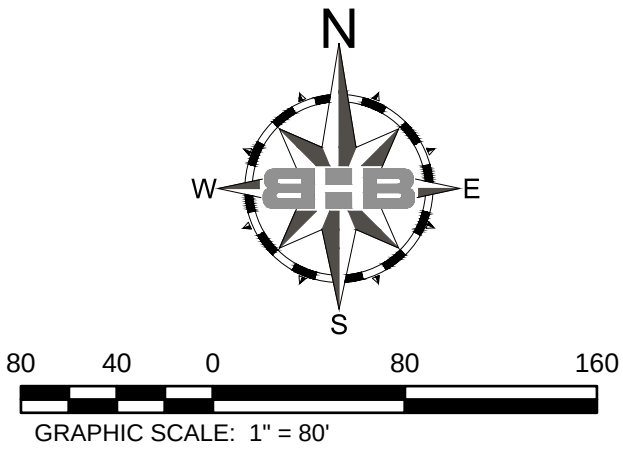
PROJECT NUMBER:	2025.729.000
DATE:	08/29/2025
DESIGN BY:	BK
CHECKED BY:	LL

SHEET

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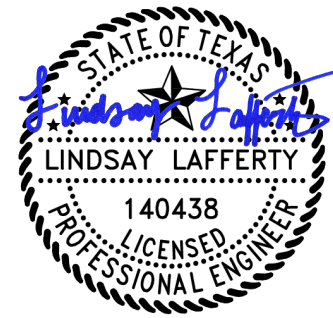
CN COMPUTATIONS				
Basin	C 74	D 84	Total Area (ac)	Composite CN
1	2	3	4	5
A	-	4.12	4.12	84.00
B	-	4.06	4.06	84.00
C	2.84	11.74	14.58	82.05



SOIL TYPE LEGEND

- ☐ C

☐ D



8/29/2025

PROJECT NUMBER: 2025.729.000	
DATE: 8/29/2025	DRAWN BY: BK
DESIGN BY: BK	CHECKED BY: LL

SHEET

3

HYDROLOGIC SOIL GROUP MAP

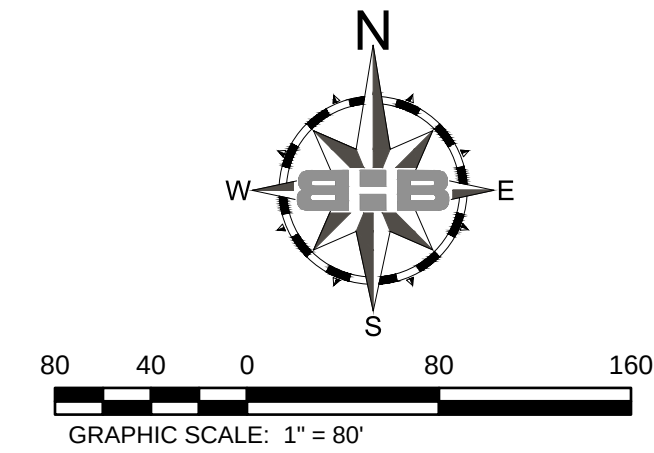
NO.	DESCRIPTION	DATE	

TEXAS BUILDING SUPPLY PARKING IMPROVEMENTS

7743 HENRIETTA CREEK ROAD, SUITE 100
ROANOKE, TX 76262



engineering and surveying



LAND USE LEGEND

-  BUILDING
 PARKING
 VACANT
 DAM

TR-55 PRE DEVELOPMENT & ULTIMATE TIME OF CONCENTRATION																			
Drainage Basin	Area (ac)	Flow Length (ft)	Basin Width (ft)	Sheet Flow					Shallow Concentrated					Channelized				Total Tc (min)	Lag (min)
				Length (ft)	n	P2 (in)	Slope %	Time (min)	Length (ft)	Slope %	Equation	Velocity (fps)	Time (min)	Length (ft)	Slope %	Velocity (fps)	Time (min)		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	22	23
A	4.12	542.20	331.00	100	0.24	3.36	1.32	16.44	256.10	2.21	Unpaved	2.20	1.94	186.10	0.50	2.00	1.55	19.94	11.96

SCS METHOD PRE DEVELOPMENT RUNOFF TABLE							
Drainage Basin	Total Area	Composited CN	S (in)	I _a (in)	T _c (min)	Lag (min)	% Impervious
1	2	3	4	5		6	7
A	4.12	84.00	1.90	0.38	19.94	11.96	20.55%
B	4.06	84.00	1.90	0.38	10.00	6.00	96.36%
C	14.58	82.05	2.19	0.44	10.00	6.00	96.21%

PRE DEVELOPMENT PERCENT IMPERVIOUS AND RUNOFF COEFFICIENT COMPUTATIONS						
Basin	Industrial/ Building 0.9 100%	Parking 0.9 100%	Un-improved Areas 0.3 0%	Total Area (ac)	Percent Impervious %	Runoff Coefficient C
1	2	3	4	5	6	7
A	0.01	0.84	3.27	4.12	20.55%	0.42
B	3.30	0.61	0.15	4.06	96.36%	0.88
C	7.67	6.35	0.55	14.58	96.21%	0.88

**PRE-DEVELOPMENT
LAND USE MAP**

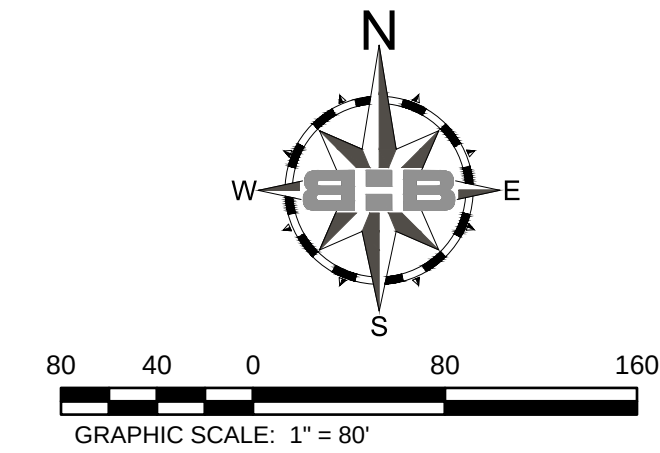
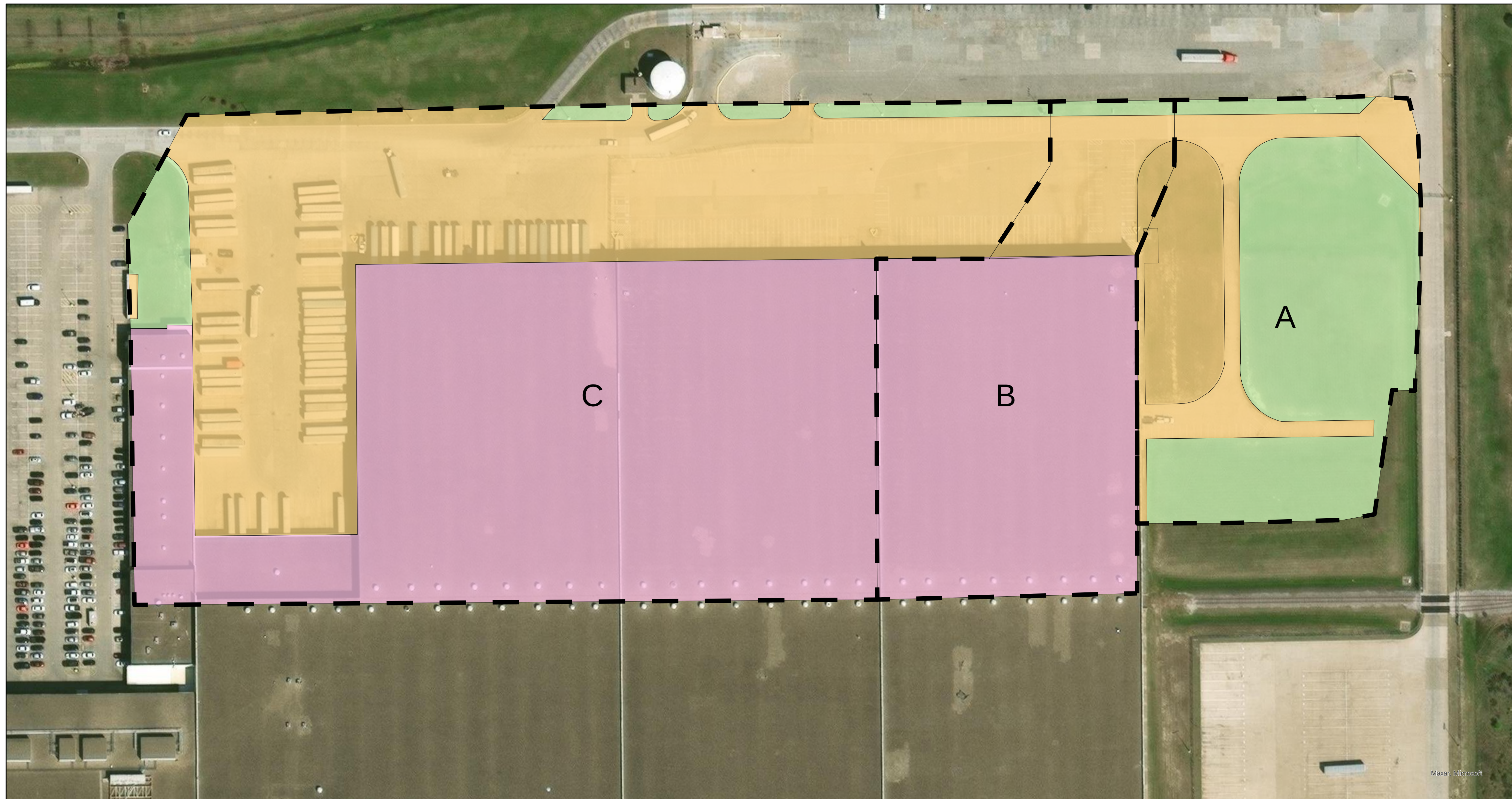
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8/29/2025

PROJECT NUMBER:		2025.729.000	
DATE:	8/29/2025	DRAWN BY:	BK
DESIGN BY:	BK	CHECKED BY:	LL

SHEET

4



LAND USE LEGEND

-  BUILDING
 PARKING
 VACANT
 DAM

TR-55 POST DEVELOPMENT & ULTIMATE TIME OF CONCENTRATION																			
Drainage Basin	Area (ac)	Flow Length (ft)	Basin Width (ft)	Length (ft)	Sheet Flow				Shallow Concentrated					Channelized				Total Tc (min)	Lag (min)
					P2	Slope	Time	Length	Slope	Equation	Velocity	Time	Length	Slope	Velocity	Time			
					n	(in)	%	(min)	(ft)	%		(fps)	(min)	(ft)	%	(fps)	(min)		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	22	23
A	4.12	542.20	331.00	100.00	0.011	3.36	1.55	1.31	230.90	2.13	Paved	2.80	1.94	186.10	0.50	2.00	1.55	4.80	2.88

SCS METHOD POST DEVELOPMENT RUNOFF TABLE							
Drainage Basin	Total Area	Composite CN	S (in)	I _a (in)	T _c (min)	Lag (min)	% Impervious
1	2	3	4	5		6	7
A	4.12	84.00	1.90	0.38	10.00	6.00	51.97%
B	4.06	84.00	1.90	0.38	10.00	6.00	98.30%
C	14.58	82.05	2.19	0.44	10.00	6.00	96.21%

POST DEVELOPMENT PERCENT IMPERVIOUS AND RUNOFF COEFFICIENT COMPUTATIONS						
	Industrial/ Building	Parking	Un-improved Areas	Total Area	Percent	Runoff Coefficient
	0.9	0.9	0.3			
Basin	100%	100%	0%	(ac)	%	C
1	2	3	4	5	6	7
A	0.01	1.50	2.61	4.12	36.62%	0.52
B	3.30	0.69	0.07	4.06	98.30%	0.89
C	7.67	6.35	0.55	14.58	96.21%	0.88

POST-DEVELOPMENT LAND USE MAP

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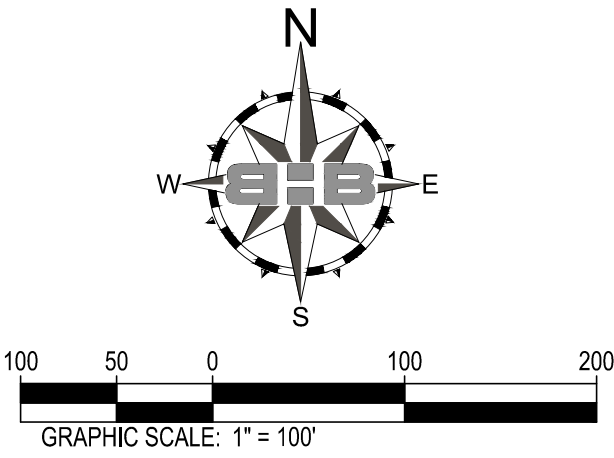
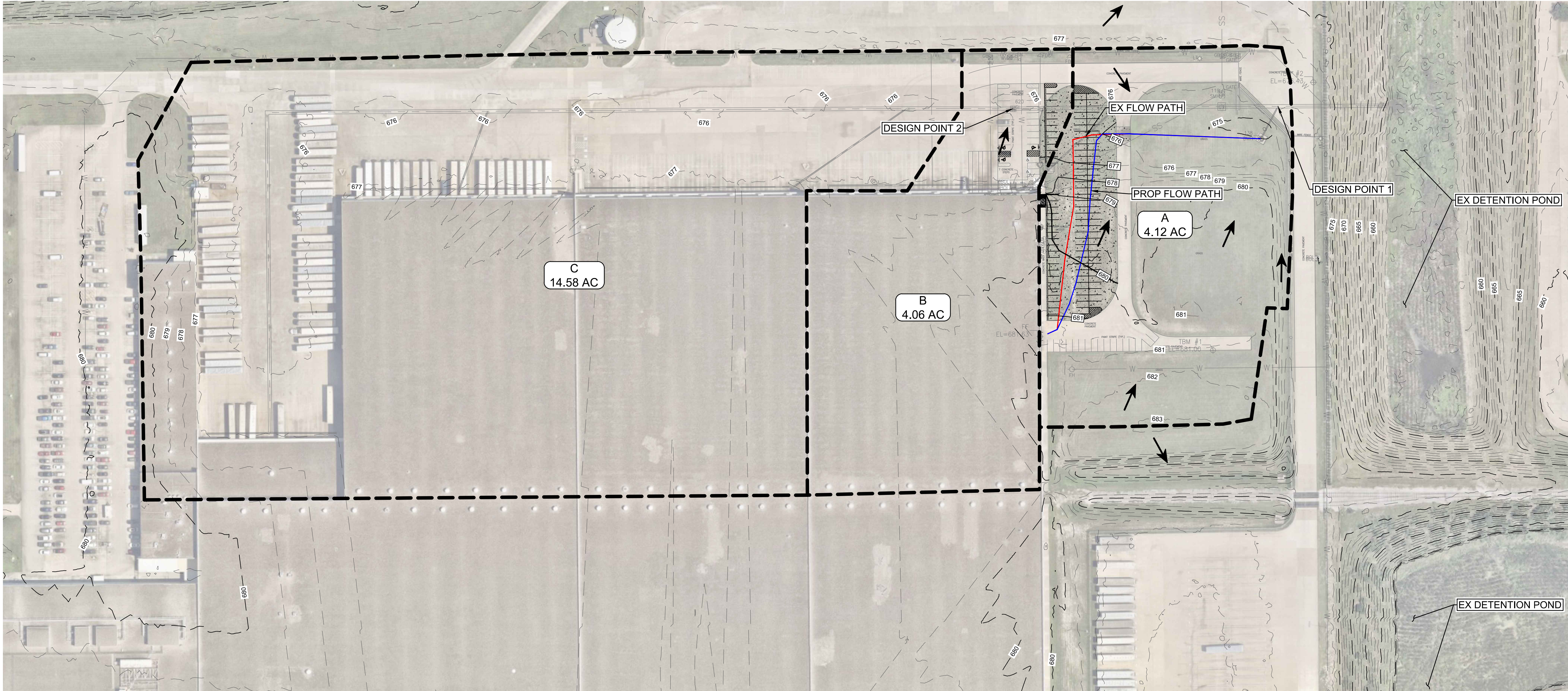
8/29/2025

PROJECT NUMBER:		2025.729.000	
DATE:	8/29/2025	DRAWN BY:	BK
DESIGN BY:	BK	CHECKED BY:	LL

SHEET

5

8/29/2025 9:32AM E:\02050729.000 - texas building supply parking\01 design & drafting\02 Civil\729DAM.dwg EX DAM (2)



HYDROLOGIC SUMMARY TABLE - PEAK DISCHARGE (cfs)										
Design Point	Pre Development (cfs)			Post Development (cfs)			Pre - Post Difference (cfs)			% Δ
	Q5	Q25	Q100	Q5	Q25	Q100	Q5	Q25	Q100	
DP-1	110.2	154.6	190.9	119.9	167.8	207.0	9.7	13.2	16.1	8.4%
DP-2	100.0	138.9	170.8	100.1	139.0	170.9	0.1	0.1	0.1	0.1%

PROJECT BENCHMARKS

TBM #1
X-CUT ON CONCRETE
N: 7045804.88
E: 2354467.68
ELEVATION: 681.00'

TBM #2
X-CUT ON CONCRETE
N: 7046187.82
E: 2354611.19
ELEVATION: 676.43'

DRAINAGE AREA MAP

NO.	DESCRIPTION	DATE

TEXAS BUILDING SUPPLY
PARKING IMPROVEMENTS

743 HENRIETTA CREEK ROAD, SUITE 100
ROANOKE, TX 76262



08/29/25

PROJECT NUMBER: 2025.729.000
DATE: 08/29/2025 DRAWN BY: BK
DESIGN BY: BK CHECKED BY: LL

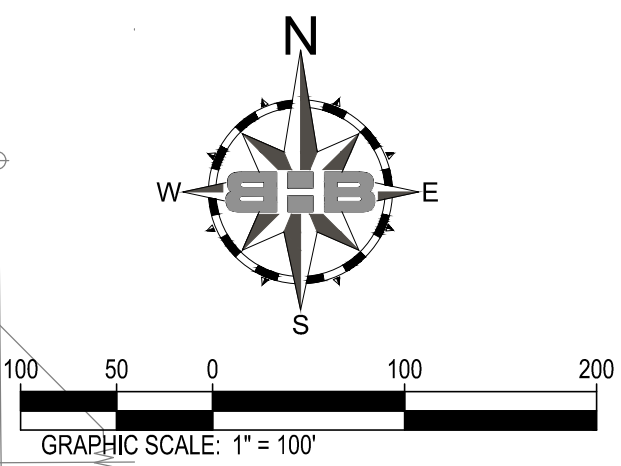
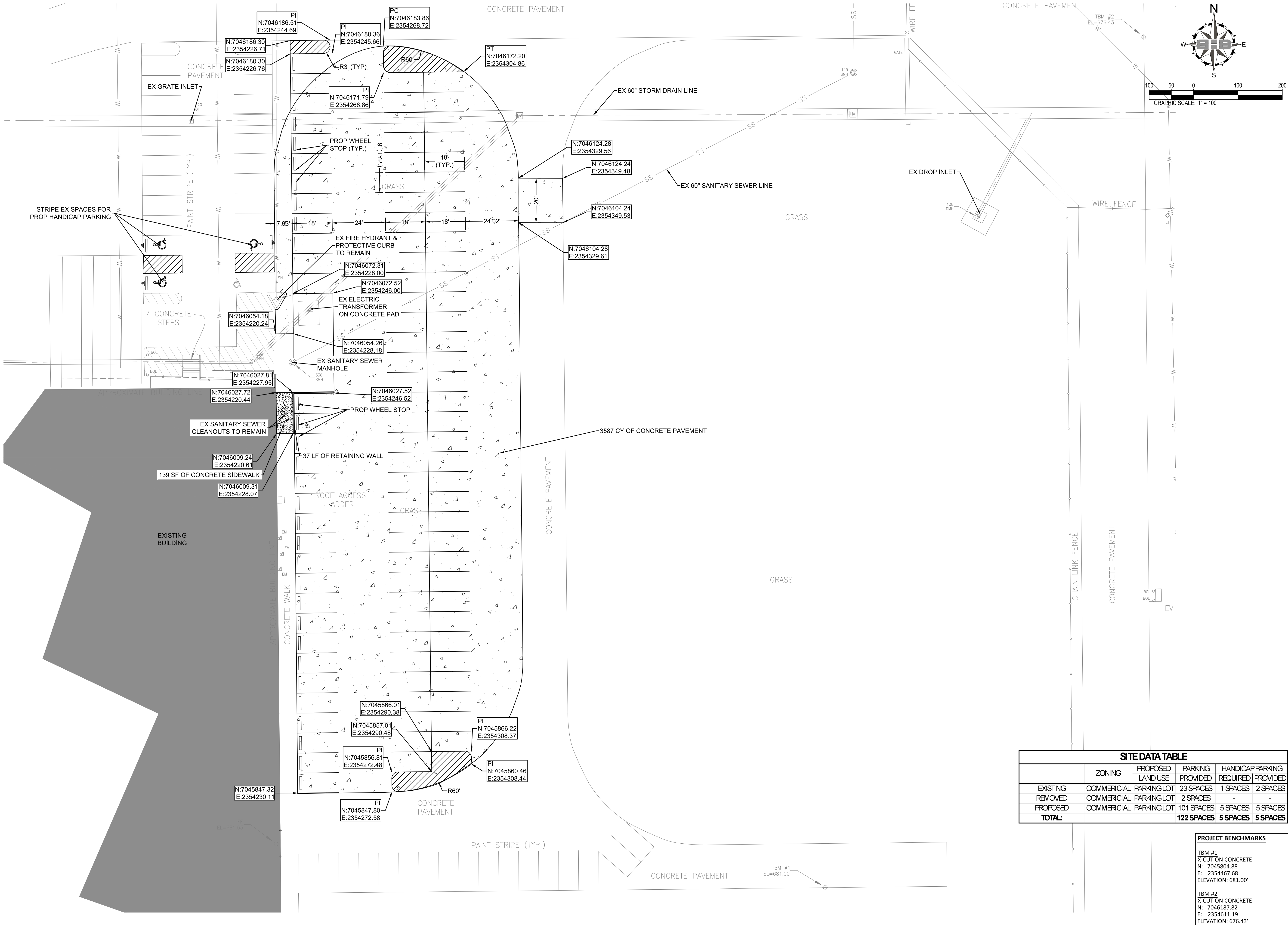
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B=B
BAIRD, HAMPTON & BROWN
engineering and surveying

3801 William D. Tate Ave. Ste. 500 Grapevine, TX 76051
mail@bhb.com • 817.251.8550 • bhb.com
TBPES Firm #44, #10011300, #10011302, #10104146

8/29/2025 9:31 AM E:\2025\729.000 - texas building supply parking\01 design & drafting\02 Civil\729Site.dwg SITE PLAN



SITE DATA TABLE					
	ZONING	PROPOSED LAND USE	PARKING PROVIDED	HANDICAP PARKING REQUIRED	PARKING PROVIDED
EXISTING	COMMERCIAL	PARKING LOT	23 SPACES	1 SPACES	2 SPACES
REMOVED	COMMERCIAL	PARKING LOT	2 SPACES	-	-
PROPOSED	COMMERCIAL	PARKING LOT	101 SPACES	5 SPACES	5 SPACES
TOTAL:			122 SPACES	6 SPACES	5 SPACES

PROJECT BENCHMARKS	
TBM #1	X-CUT ON CONCRETE
N: 7045804.88	
E: 2354467.68	
ELEVATION: 681.00'	
TBM #2	X-CUT ON CONCRETE
N: 7046187.82	
E: 2354611.19	
ELEVATION: 676.43'	

TEXAS BUILDING SUPPLY
PARKING IMPROVEMENTS
743 HENRIETTA CREEK ROAD, SUITE 100
ROANOKE, TX 76262

SITE PLAN



08/29/25

PROJECT NUMBER: 2025.729.000
DATE: 08/29/2025 DRAWN BY: BK
DESIGN BY: LL CHECKED BY: AB

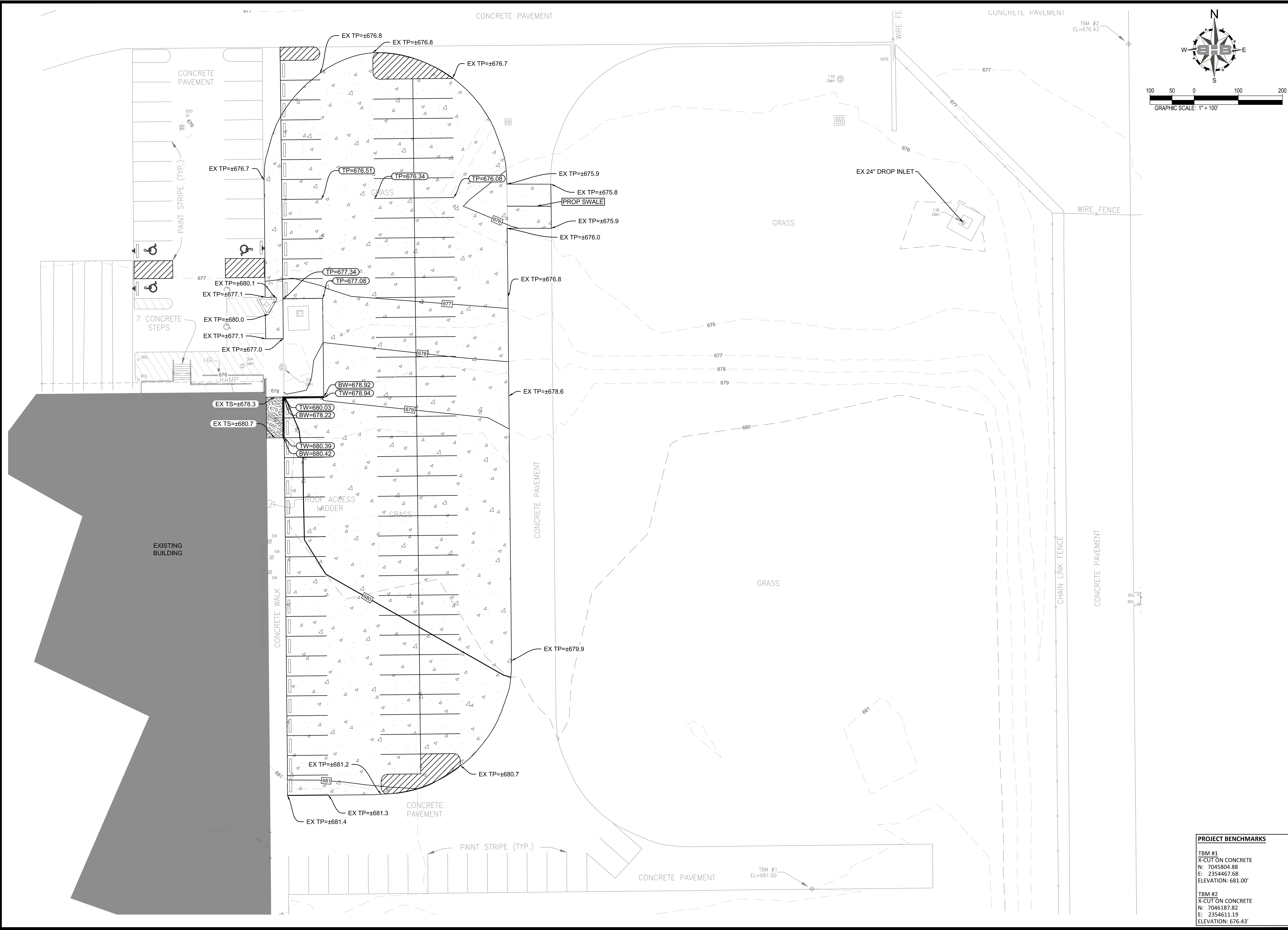
SHEET

7

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mail@bhbrown.com 817.251.8550 bhbrown.com
TBEELS Firm #44, #10011300, #10011302, #10104146

8/29/2025 9:31 AM E:\02050729.000 - texas building supply parking\01 design & drafting\02 Civil\729Grading Plan.dwg GRADING PLAN



PROJECT BENCHMARKS

TBM #1
X-CUT ON CONCRETE
N: 7045804.88
E: 2354467.68
ELEVATION: 681.00'

TBM #2
X-CUT ON CONCRETE
N: 7046187.82
E: 2354611.19
ELEVATION: 676.43'

GRADING PLAN

NO.	DESCRIPTION	DATE

TEXAS BUILDING SUPPLY
PARKING IMPROVEMENTS

743 HENRIETTA CREEK ROAD, SUITE 100
ROANOKE, TX 76262



08/29/25

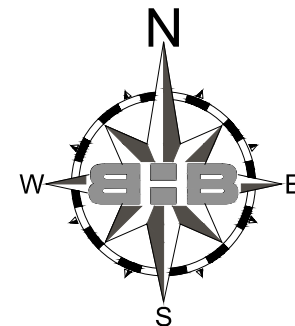
PROJECT NUMBER: 2025.729.000
DATE: 08/29/2025 DRAWN BY: BK
DESIGN BY: LL CHECKED BY: AB

SHEET

8

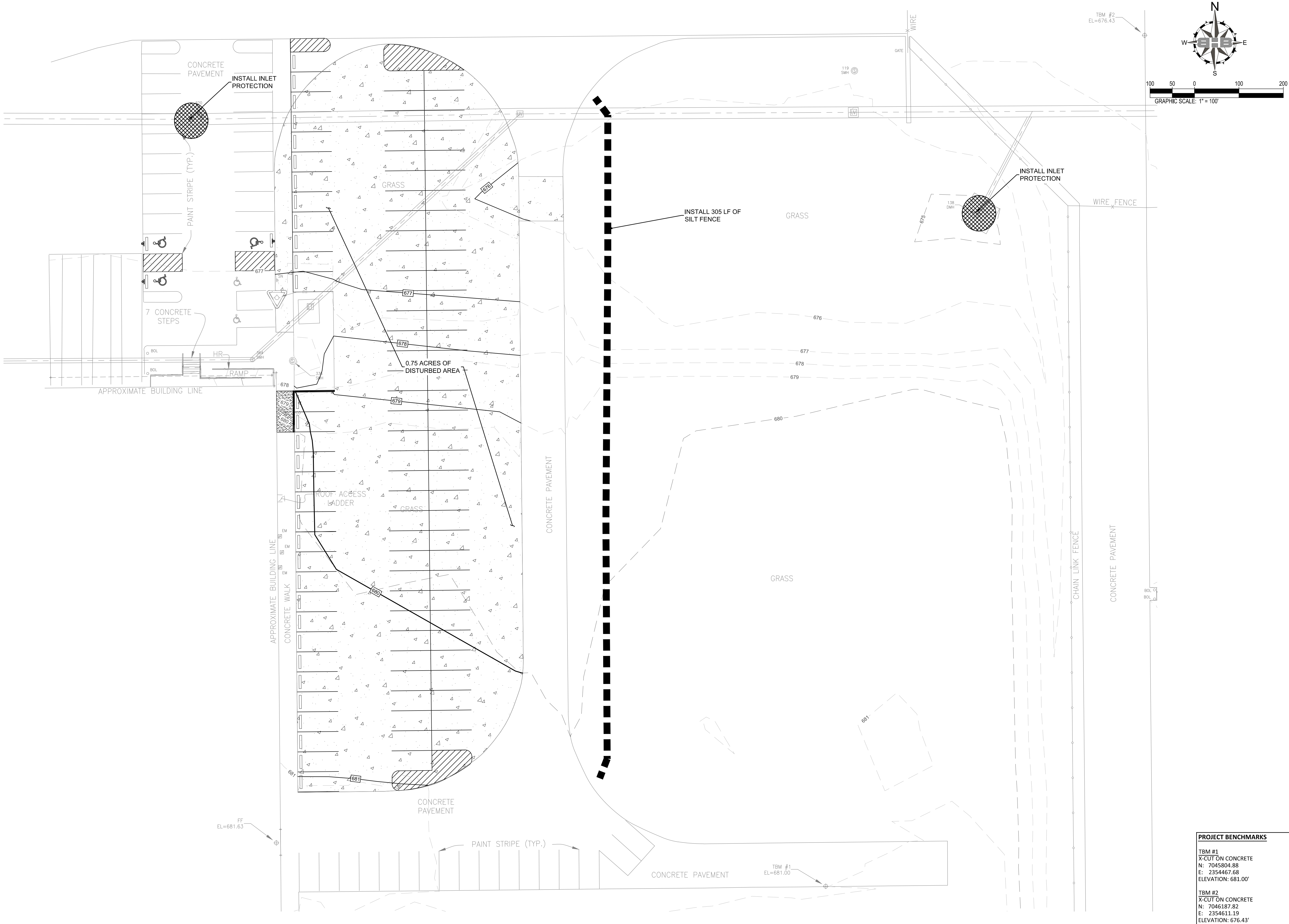
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mail@bhbrown.com 817.251.8550 • bhbrown.com
TBEELS Firm #44, #10011300, #10011302, #10104146



GRAPHIC SCALE: 1" = 100'

8/29/2025 9:31 AM E:\0250729.000 - texas building supply parking\01 design & drafting\02 Civil\729ErosionControlPlan.dwg EROSION CONTROL PLAN



PROJECT BENCHMARKS

TBM #1
X-CUT ON CONCRETE
N: 7045804.88
E: 2354467.68
ELEVATION: 681.00'

TBM #2
X-CUT ON CONCRETE
N: 7046187.82
E: 2354611.19
ELEVATION: 676.43'

EROSION CONTROL PLAN

NO.	DESCRIPTION	DATE

TEXAS BUILDING SUPPLY
PARKING IMPROVEMENTS

743 HENRIETTA CREEK ROAD, SUITE 100
ROANOKE, TX 76262



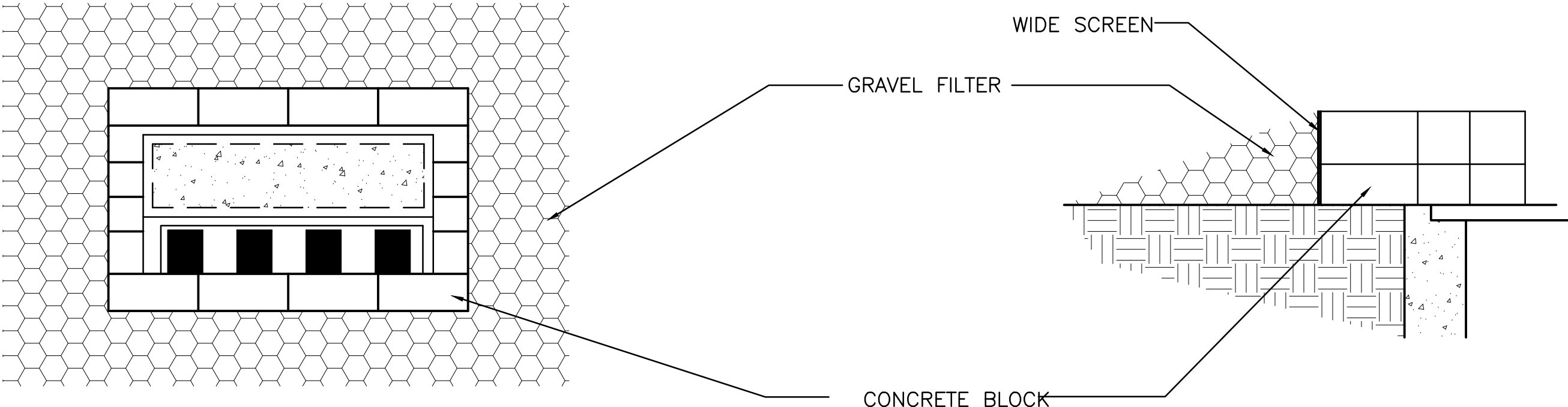
PROJECT NUMBER: 2025.729.000
DATE: 08/29/2025 DRAWN BY: BK
DESIGN BY: LL CHECKED BY: AB

SHEET
9

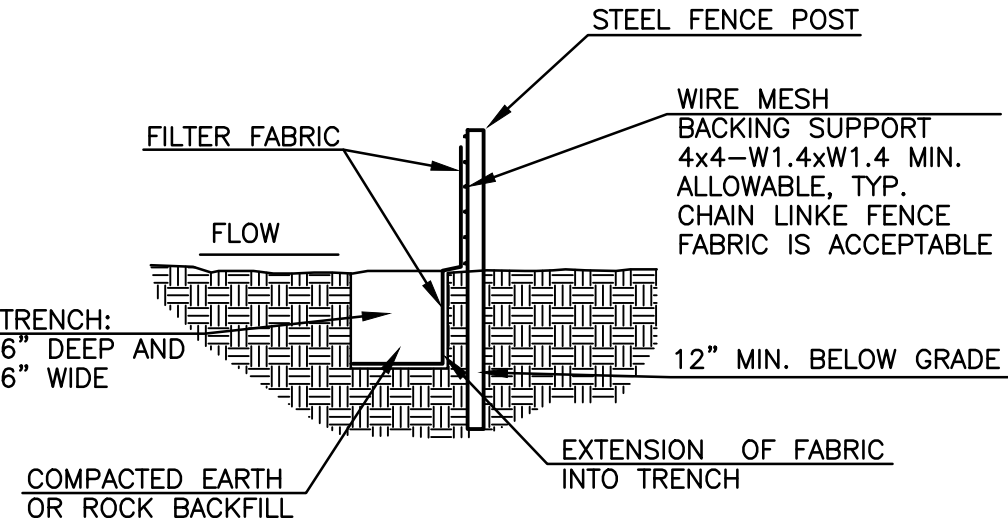
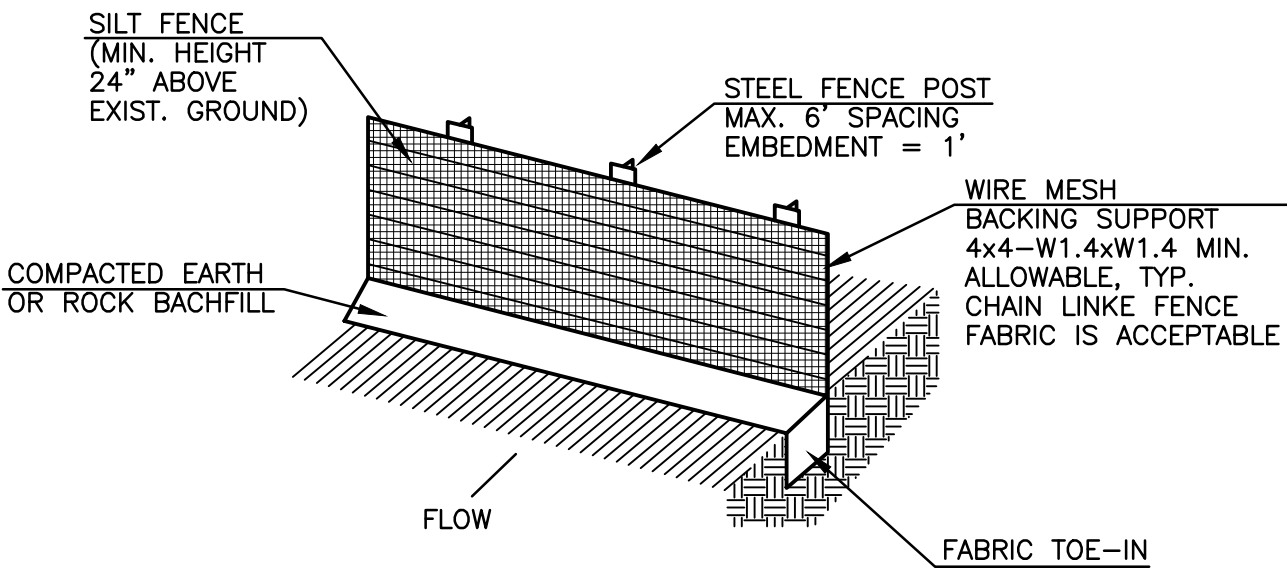
B=B
BAIRD, HAMPTON & BROWN
engineering and surveying

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mail@bhbrown.com 817.251.8550 • bhbrown.com
TBP&S Firm #44, #1001300, #1001302, #10104146

8/29/2025 9:31 AM E:\2025\729.000 - Texas building supply parking\01 design & drafting\02 Civil\729Details.dwg EROSION CONTROL DETAILS



DROP INLET PROTECTION
N.T.S.



SILT FENCE
N.T.S.

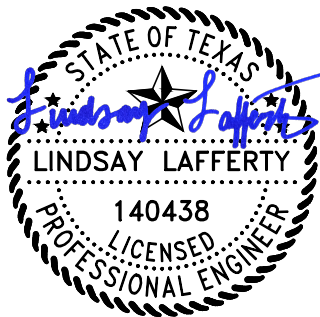
TEXAS BUILDING SUPPLY

PARKING IMPROVEMENTS

743 HENRIETTA CREEK ROAD, SUITE 100
ROANOKE, TX 76262

EROSION CONTROL DETAILS

NO.	DESCRIPTION	DATE

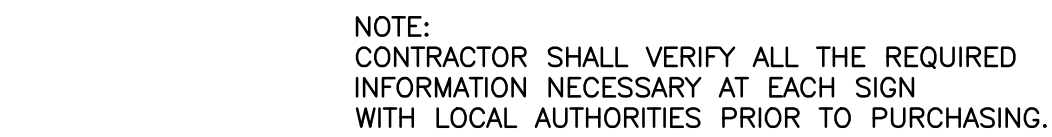


08/29/25

PROJECT NUMBER: 2025.729.000
DATE: 08/29/2025 DRAWN BY: JG
DESIGN BY: LL CHECKED BY: AB

SHEET

10



N.T.S.



N.T.S.

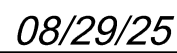


- N.T.S.



- 743 HENRIETTA CREEK ROAD, SUITE 100
ROANOKE, TX 76262

08/29/25

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AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant Request: Texas BAH, LLC - 101 Travis Street

MEETING DATE: October 14, 2025

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action for a façade grant application from Texas BAH, LLC located at 101 Travis Street, Roanoke, TX 76262.

INFORMATION:

A façade grant application was received and reviewed by staff for improvements to the subject property for the full allowed amount of \$15,000. The estimated cost of improvements to the exterior of the property is about \$220,000. The estimated value of the total project, both interior and exterior, is around \$1,747,000.

The exterior improvements include the removal of dated mansard roof elements, replacement of exterior window and entry assemblies, replacing the failing stone with modern cladding, and repairing/replacing exterior metal panels and repainting the building. Other exterior improvements include updates to the monument sign, burying the primary electrical services, replacing the existing fence and screening of the mechanical equipment.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program policy.

SPECIAL CONSIDERATION:

The City Council approved funding in the amount of \$75,000 for the Façade Grant Program for the 2025-2026 fiscal year.

FINANCIAL CONSIDERATION:

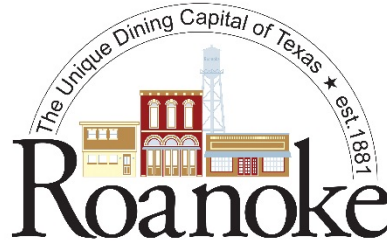
The current fund balance for the Façade Grant Program is \$75,000. If approved, a remainder of \$60,000 will be available for future grant requests.



AGENDA ITEM

ATTACHMENTS:

1. 101 Travis Facade Grant Application (rendering included)



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Rob Dean
2. Name of Business: Texas BAH, LLC
3. Mailing Address of Applicant: 4035 Aspen Ln., Westlake, TX 76262
4. Project Address: 101 Travis St., Roanoke, TX 76262
5. Does the applicant own the building? X Yes _____ No

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

6. Estimated Project Cost: \$ 1,600,000

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

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$15,000
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)
8. Proposed project start date: June 2024
9. Proposed project completion date: July 2025
10. What is (are) the existing uses of the building? Retail, motorcycle repair
11. Will the proposed project result in a change of the use of the building?
Yes X No _____ If Yes, please explain the change Private executive suites

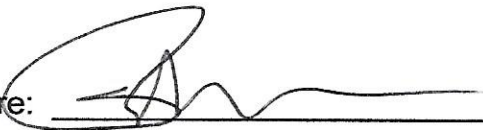
12. The following are attached to this application:

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

* See attached pay application for cost breakdown of contracted work.
Pay App is broken down by division.

The undersigned applicant affirms that:

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

Applicant Signature:  Date: 4/25/25

Business Name: TEXAS B&B LLC
Address: 1632 WICKLOW LANE
KELLER TX 76262
Phone: 817-680-9449

Project description:

The project converts an existing retail/repair space to a private corporate space that does not serve the general public. The interior spaces are designed to hold intimate corporate events, which include a private bar and lounge, as well as corporate offices and conference room.

The exterior renovation include the removal of dated mansard roof elements, replacement of exterior window/entry assemblies, removal of failing stone and providing modern cladding, replacement of damaged exterior metal panels while repainting the remainder of the building. Site monument sign will be clad to match new building facade. Site improvement also include burying primary electrical services, screening ground mounted mechanical equipment, and replacement of existing fence.

City approved exterior modifications

Re de i ec



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Application Date: October 31, 2024

TO OWNER: Texas BAH, LLC.

101 Travis St.

Roanoke, Texas

PROJECT: Texas BAH, LLC.

101 Travis St.

Roanoke, Texas

APPLICATION NO: #2

INVOICE NO. #2

PERIOD TO: October 31, 2024

PROJECT NOS: 24.008

Distribution to:

☒ OWNER☒ ARCHITECT☒ CONTRACTOR

FROM CONTRACTOR:

Project D Construction & Development, L.L.C. Architects

1700 White Road

Heath, Texas 75032

VIA ARCHITECT:

1320 Hemphill St., S. #400

Ft. Worth, Texas 76104

CONTRACT FOR: Building Renovation

CONTRACT DATE: October 2, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,747,270
2. Net change by Change Orders	\$	0
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,747,270
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	260,524
5. RETAINAGE:		
a. % of Completed Work	\$	11,642
b. % of Stored Material	\$	
Total Retainage (Lines 5a + 5b or		
6. TOTAL EARNED LESS RETAINAGE	\$	11,642
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	170,335
8. CURRENT PAYMENT DUE	\$	78,548
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	1,498,388

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Project D Construction & Development, LLC

By:

Rob Dixon/CEO

State of: Texas

Date: October 31, 2024

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application #: #2
 Application Date: October 31, 2024
 Period to: October 31, 2024

Texas BAH, LLC.
 Texas BAH, LLC.
 24.008

A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description of Work	Scheduled Value	Change Orders	Revised Scheduled Value (C+D)	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (F+G+H)	Percent Complete (I/E)	Balance To Finish (E-I)	Retainage
					This Period	From Previous Applications					
1	GENERAL CONDITIONS	82,010	0	82,010	15,621	15,621	0	31,242	38%	50,768	0
2	GENERAL REQUIREMENTS	36,365	0	36,365	3,169	7,539	0	10,708	29%	25,657	0
3	DEMOLITION	44,740	0	44,740	0	44,020	0	44,020	98%	720	0
4	SITE SPECIALTIES	21,127	0	21,127	0	0	0	0	0%	21,127	0
5	LANDSCAPE & IRRIGATION	0	0	0	0	0	0	0	0%	0	0
6	UTILITIES	0	0	0	0	0	0	0	0%	0	0
7	CONCRETE	32,300	0	32,300	0	775	0	775	2%	31,525	78
8	MASONRY	1,750	0	1,750	0	0	0	0	0%	1,750	0
9	STRUCTURAL & MISC. STEEL	83,713	0	83,713	0	0	0	0	0%	83,713	0
10	ROUGH CARPENTRY	22,325	0	22,325	0	0	0	0	0%	22,325	0
11	MILLWORK	209,761	0	209,761	0	0	0	0	0%	209,761	0
12	THERMAL & MOISTURE PROTECTION	37,521	0	37,521	1,500	0	0	1,500	4%	36,021	150
13	ROOFING	26,600	0	26,600	0	0	0	0	0%	26,600	0
14	ACM PANELS	33,850	0	33,850	0	0	0	0	0%	33,850	0
15	DOORS/FRAMES/HARDWARE	23,300	0	23,300	0	0	0	0	0%	23,300	0
16	OVERHEAD DOORS	22,763	0	22,763	0	0	0	0	0%	22,763	0
17	GLASS ENTRANCES, STOREFRONTS	64,000	0	64,000	0	0	0	0	0%	64,000	0
18	DRYWALL/ACOUSTICAL	133,285	0	133,285	0	15,720	0	15,720	12%	117,565	1,572
19	FLOORING	76,574	0	76,574	0	0	0	0	0%	76,574	0
20	PAINT	46,322	0	46,322	0	0	0	0	0%	46,322	0
21	SPECIALTIES	5,425	0	5,425	0	0	0	0	0%	5,425	0
22	HVAC	137,825	0	137,825	0	0	0	0	0%	137,825	0
23	PLUMBING	59,244	0	59,244	50,019	0	0	50,019	84%	9,225	5,002
24	FIRE PROTECTION	18,800	0	18,800	0	0	0	0	0%	18,800	0
25	ELECTRICAL	169,837	0	169,837	0	48,401	0	48,401	28%	121,436	4,840
26	INSURANCE GL ONLY	16,812	0	16,812	0	16,812	0	16,812	100%	0	0
27	CONTINGENCY	61,664	0	61,664	0	0	0	0	0%	61,664	0
28	REMODEL TAX	132,566	0	132,566	6,400	13,257	0	19,657	15%	112,909	0
29	FEE	146,791	0	146,791	6,990	14,680	0	21,670	15%	125,121	0
30		0	0	0	0	0	0	0	0%	0	0
31		0	0	0	0	0	0	0	0%	0	0
32		0	0	0	0	0	0	0	0%	0	0
33		0	0	0	0	0	0	0	0%	0	0
34		0	0	0	0	0	0	0	0%	0	0
35		0	0	0	0	0	0	0	0%	0	0
		1,747,270	0	1,747,270	83,699	176,825	0	260,524	15%	1,486,746	11,642



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant Request: The 206 - 206 North Oak Street

MEETING DATE: October 14, 2025

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action for a façade grant application from The 206 located at 206 North Oak Street, Roanoke, TX 76262.

INFORMATION:

A façade grant application was received and reviewed by staff for improvements to the subject property for the amount of \$12,155, which is 50% of \$24,310, the estimated cost of the project.

The improvements include painting portions of the building that have yet to be improved, replacing deteriorated siding on the north and east sides of the building, and creating a landscaping area on the north side which is used by the rear tenant of the building.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program policy.

SPECIAL CONSIDERATION:

The City Council approved funding in the amount of \$75,000 for the Façade Grant Program for the 2025-2026 fiscal year. A façade grant has been awarded to this property at the time of business opening during the 2017-2018 fiscal year.

FINANCIAL CONSIDERATION:

The current fund balance for the Façade Grant Program is \$75,000. If approved, a remainder of \$62,845 will be available for future grants. Please note that another grant application will be considered at the October 14th City Council meeting. If both applications are approved, the remaining fund balance will be \$47,845.



AGENDA ITEM

ATTACHMENTS:

1. 206 N Facade application_received



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): 206 N Oak St. LLC
2. Name of Business: The 206
3. Mailing Address of Applicant: 14700 Ragsdale Ln Roanoke 76262
4. Project Address: 206 N Oak St.
5. Does the applicant own the building? ☒ Yes ☐ No

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

6. Estimated Project Cost: \$ 12,155 which is 50% of the estimated project cost.

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

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$ 24,310
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)

8. Proposed project start date: ASAP Sept

9. Proposed project completion date: ASAP 2025

10. What is (are) the existing uses of the building? Cigar Bar + Food Hall - Brewery

11. Will the proposed project result in a change of the use of the building?

Yes ☐ No ☒ If Yes, please explain the change _____

12. The following are attached to this application:

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

The undersigned applicant affirms that:

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

Applicant Signature: John K Duncan Date: 9/2/25

Business Name: 206 W Oak St. LLC

Address: 14700 Raggsdale Ln
Roanoke TX 76262

Phone: 817-992-5385



Landscape Maintenance Contract for Facade Grant Program Recipients

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

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

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

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

Applicant Signature John K. Danner Date 9/2/25
Name of Business 206 N Oak St LLC
Address 206 N Oak St
Roanoke TX 76262
Phone 817-992-5385



ADVANTAGE CONTRACTING

1400 Ragsdale Ln.

Roanoke TX 76262

9/1/2025

Façade work 206 N Oak St Description:

The purpose is to beautify all facades to accommodate existing tenants and new leases. To paint the sides that have never been painted, or replaced, N and East, and wooden areas that have deteriorated from the sun, West.

Landscape the Alley, and N, area as part of the entrances used by the
J Merrill Cigar Lounge.

A general beautification of all Facades on building. Details in bids.

Sincerely,

206 N Oak Street LLC



ADVANTAGE CONTRACTING

1400 Ragsdale Ln.

Roanoke TX 76262

9/1/2025

Façade work 206 N Oak St:

Painting bid -	\$10,100.00
----------------	-------------

Landscape bid -	\$12,000.00
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Contractor fee 10% -	<u>\$2,210.00</u>
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Total -	\$24,310.00
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Sincerely,

John K. Dancer

Owner Prime Advantage Ent. Inc.

ZK Painting

710 Foxford Trl
Arlington, TX 76014 US
zcpainting@yahoo.com

Estimate

ADDRESS		ESTIMATE		1023	
none		DATE		07/07/2025	
DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	commercial paint bid	PH Painting bid	1	10,100.00	10,100.00
		206 N Oak St Roanoke, TX 76262 United States			
		- \$250 pressure wash			
		- \$275 paint right side door and siding			
		- \$300 prime and paint 2 back doors			
		- \$1250 each to stain cedar on front porch(2x)			
		- \$1600 prime and paint fence			
		- \$2325 each side to paint siding(back and side of buildings)			
		- \$525 paint post and fascia			
TOTAL					\$10,100.00

Accepted By

Accepted Date



2300 Moneda Street
Haltom City, Texas 76117
(817) 429-1162
(888) 429-1162

8/28/2025

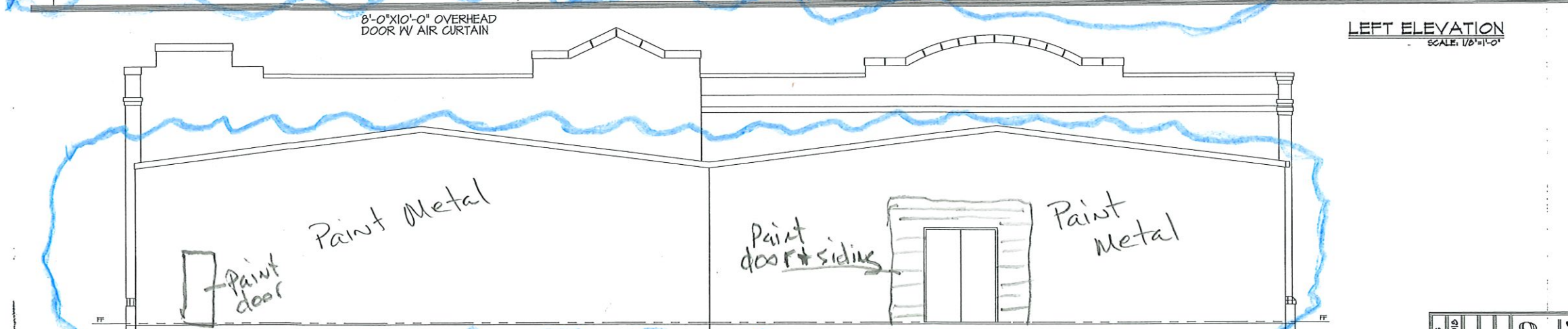
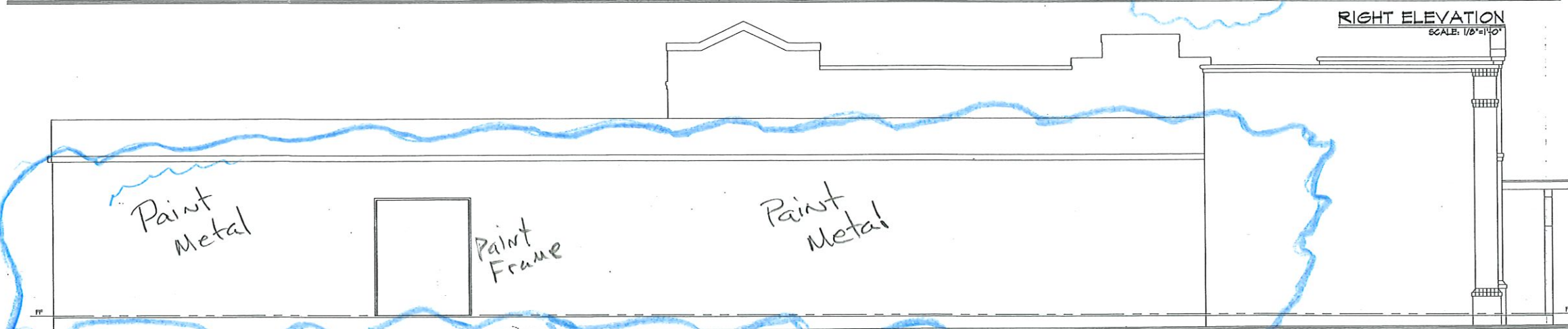
Landscape, Hardscape 206 N Oak St. Roanoke TX, 76262:

Remove and kill all weeds in areas to be improved. Weed barrier in all areas to be worked on for hardscape and new beds.	\$5,000.00
Place green metal edging to form beds. Add crushed granite to designated areas. Add garden soil to bed areas.	3,000.00
Tie in gutters on the N – right side of building To drainage in place. Grade and put granite and Stepping blocks.	3,000.00
Plant bed areas with shrubs designated or equivalent To all beds.	<u>1,000.00</u>
Total -	\$12,000.00

Sincerely,

Robert Michael

A FULL-SERVICE FACILITY MAINTENANCE COMPANY
COMMERCIAL ★ RETAIL ★ INDUSTRIAL



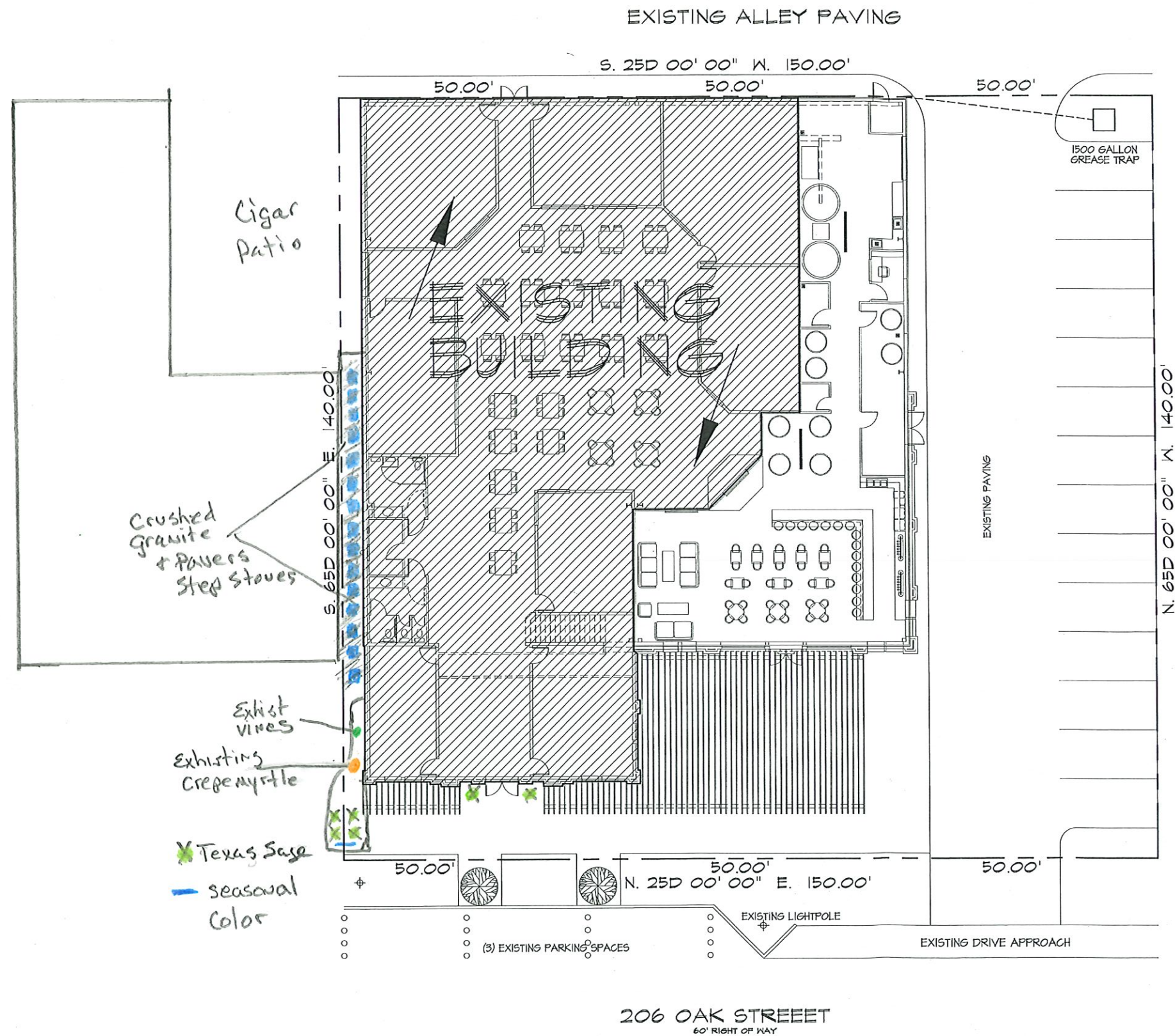
Paint

JOB #1935
09/AUG/2019

BLAKE ARCHITECTS
1202 S. White Chapel Road
Suite A
Scottsdale, Texas 76092
817-488-9397

206 ROANOKE CO-OP
206 N. OAK STREET ROANOKE, TEXAS

SHEET
A-1
OF 3A SHEETS



Landscape N - Right
Elevation



LOT: 6, 7 & 8 BLOCK: 14
ORIGINAL TOWN OF ROANOKE
CITY OF ROANOKE
DENTON COUNTY, TEXAS



JOB #1245
08/AUG/2018

BLAKE ARCHITECTS
1202 S. White Chapel Road
Suite A
Southlake, Texas 76092
• 817-488-9397

206 ROANOKE CO-OP
206 N. OAK STREET ROANOKE, TEXAS

SHEET
SP-1
OF 15P SHEETS

FILE NAME: 1055-SITE (08-08-18).JPG

Landscape, Hardscape E Facade

or equivalent

● grease trap ● Fire Chief Arborvitae

EXISTING ALLEY PAVING

● Red Tip Photinia

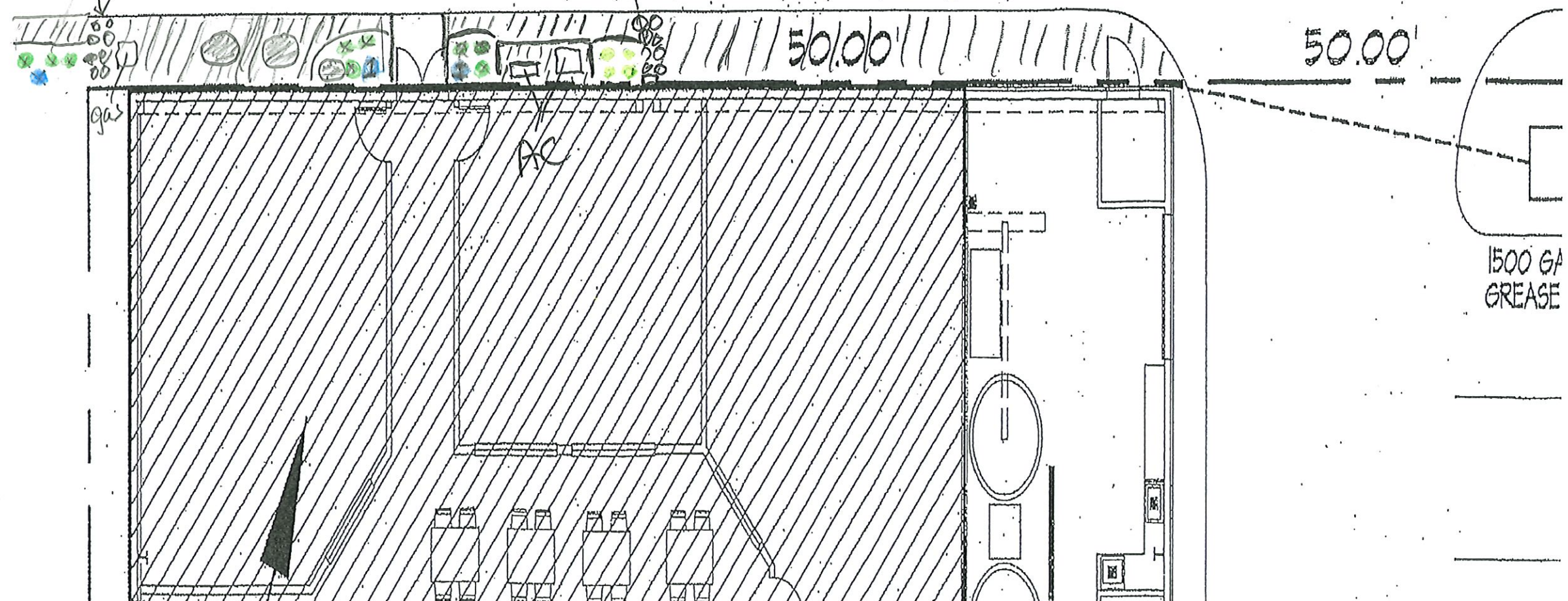
Drainage
Rock + gravel

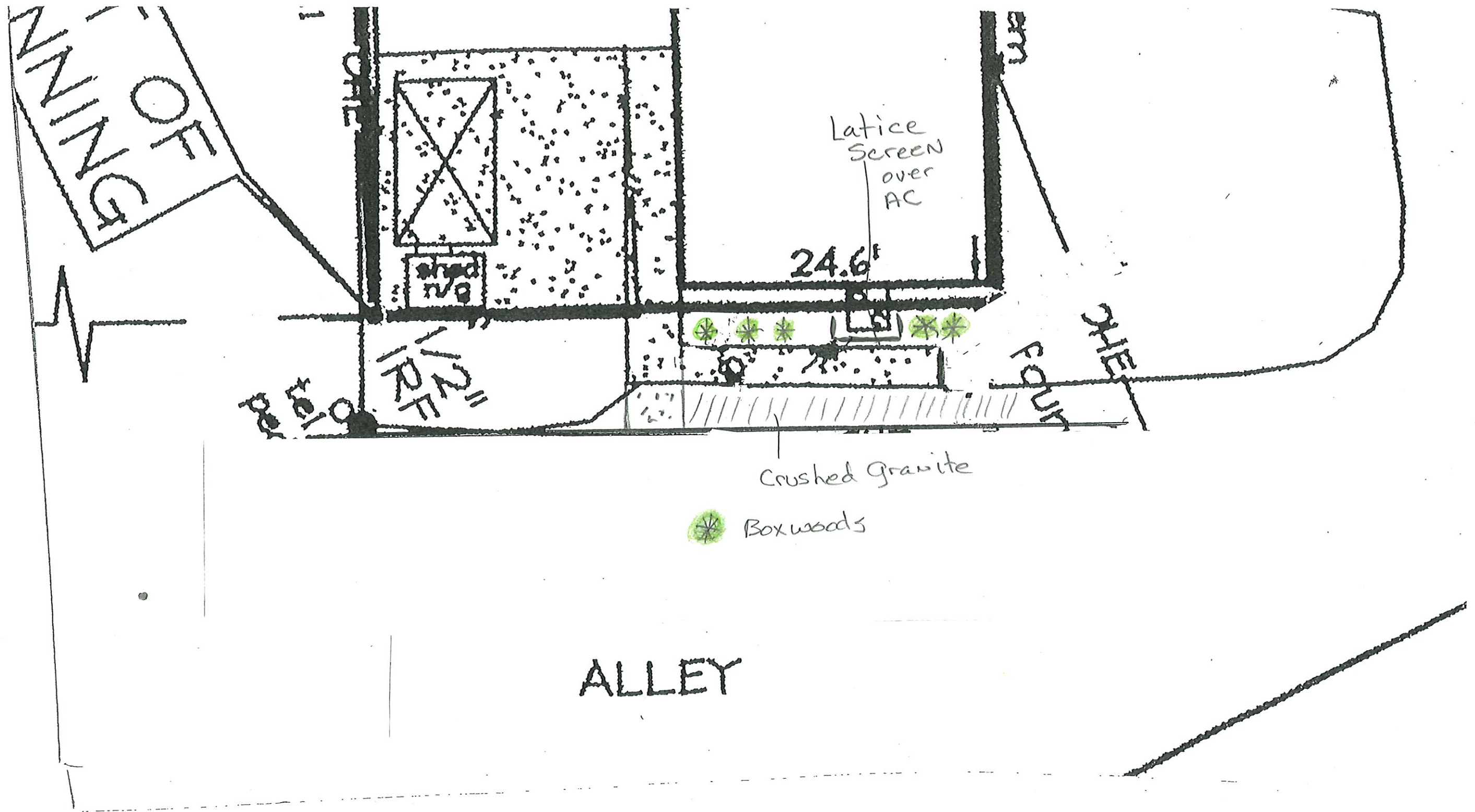
||||| Crushed granite

— Edging

□ Lattice work

S. 25D 00' 00" W. 150.00'







AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Parks & Recreation Board Appointments - 2025

MEETING DATE: October 14, 2025

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint three (3) members to the Parks and Recreation Board for a term ending October 2027.

INFORMATION:

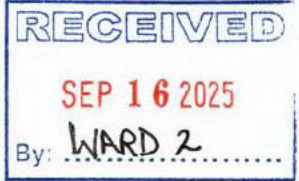
STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2025 - Parks Board Application - Brain Darby
2. 2025 - Parks Board Application - Joshua Brinegar
3. 2025 - Parks Board Application - Michelle Davidson



Parks Board

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 *

6:30 PM

Third (3rd) Thursday of each month

Roanoke Parks & Recreation Administration Building

108 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 *

Brian Darby

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 *

Civil Engineer

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

Dude, I'm like an engineer. What's else ya need?

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

"Special Knowledge", let's just say, I KNOW, nuf said.

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

OG Park Board member, past EDC board member, current Council (insert mike drop).

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



Parks Board

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 *

6:30 PM
Third (3rd) Thursday of each month
Roanoke Parks & Recreation Administration Building
108 S. Oak Street
Roanoke, TX 76262

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- ☐ Unavailable to attend on specified day and time

Do you agree to the attendance requirements? *

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Section 8.01 - Authority, composition and procedures.

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- ☒ Yes
- ☐ No

Applicant First & Last Name *

Joshua Brinegar

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

14 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 *

Air Traffic Control Quality Control Specialist

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

Served previous 3 years on the board.

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

I am familiar with current projects the Parks and Recs board is working on.

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

Was BNHS men's basketball booster club president for two years. Coached youth basketball teams at Roanoke Rec.

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

☒ Yes

☐ No

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Google Forms



Parks Board

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- ☒ Yes
- ☐ No

Applicant First & Last Name *

Michelle Davidson

Address *

Home/Cell Phone *

Email Address *

Eligibility

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

22 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 *

Account Manager

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

Project Managed for 34 years and managed in various degrees through my career.

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

Have served for 13 years on the Park and Recreation Board.

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

MMOW as well as Austin Street Shelter.

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

☒ Yes

☐ No

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Google Forms