

Holly Gray, Mayor Pro-Tem
David Brundage, Councilmember
VACANT, Councilmember



Carl E. Gierisch, Jr., Mayor

Brian Darby, Councilmember
David Thompson, Councilmember
VACANT, Councilmember

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

**APRIL 14, 2026
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. PROCLAMATION

1. Mayor Gierisch will read a proclamation declaring April 2026 as Child Abuse Prevention Month.

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 March 24, 2026.



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

**April 14, 2026
Page 2 of 3**

2. Consider approval of three year Enterprise Agreement with ESRI for GIS Software.
3. Consideration and approval of Ordinance No. 2026-118 amending Chapter 11, Article 11.1300 of the Code of Ordinances of the City of Roanoke, Texas entitled "Impact Fees" by amending Section 11.1312 entitled "Credits" by providing for impact fee credits for certain efforts that promote water conservation and reuse, Consistent with Section 395.0231 of the Texas Local Government Code.

F. OLD BUSINESS

1. **Consideration and recommendation** on a Site Plan request from Pablo Medina, for a brewery, to be located on an approximate .931 acre parcel, being a part of the Original Town of Roanoke Addition, Block 3 Lot 7R, City of Roanoke Denton County, Texas; generally located on the east of Oak Street and south of Bowie Street. (SP-2026-01)

G. NEW BUSINESS

1. **Public Hearing and consideration of action** on Ordinance No. 2026-117, reviewing the Youth Standards of Care.
2. **Conduct a public hearing and consider amending** Chapter 12, Article I, by amending Section 12.6 of the City of Roanoke, Code of Ordinances, entitled "Definitions" by adding a definition for "Retail Sales of CBD, Tobacco, E-Cigarettes, or Non-Traditional Smoking-Related Products" and amending Chapter 12, Article VI, Section 12.661, Appendix 3, of the City of Roanoke, Code of Ordinances entitled "Use Charts" to authorize "Retail Smoke/Tobacco/CBD Stores" use with a Specific Use Permit (SUP) within the Retail (R), Light Commercial (LC), and Business Park (BP) Districts. (ZTA-2026-02).
3. **Conduct a public hearing and consider amending** Chapter 12, Article VII, Division 10, of the City of Roanoke, Code of Ordinances, entitled "Special Regulations for Certain Types of Uses" by adding a new section, 12.932 entitled "Retail Smoke, Tobacco, and CBD Stores", establishing special regulations for Retail Smoke, Tobacco, and CBD Stores. (ZTA-2026-03)

H. EXECUTIVE SESSION



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

**April 14, 2026
Page 3 of 3**

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.

-Roanoke Sports Complex, LLC

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.

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

I. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Tuesday, April 7, 2026, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

A handwritten signature in black ink, appearing to read "Lindsay Rawlinson".

Lindsay Rawlinson, 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: Child Abuse Prevention Month proclamation

MEETING DATE: April 14, 2026

DEPARTMENT: Administration

ITEM SUMMARY:

Debbie Jensen, Mitchell Sizelove, and Lucy Fernandez representing CASA of Denton County will be in attendance to accept the 2026 Child Abuse Prevention Month proclamation.

INFORMATION:

Debbie Jensen, Mitchell Sizelove, and Lucy Fernandez representing CASA of Denton County will be in attendance to accept the 2026 Child Abuse Prevention Month proclamation.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2026 Child Abuse Prevention Month

Proclamation



WHEREAS, there were 642 children affected by abuse and neglect served by Court Appointed Special Advocate (CASA) of Denton County in 2025; and

WHEREAS, more than 202 volunteers from Denton County work with the organization annually by giving their time to ensure the safety for our community's children; and

WHEREAS, our youngest citizens need and deserve to be surrounded by love and positive relationships, while being given guidance and protection; and

WHEREAS, the City of Roanoke commends the work of CASA of Denton County volunteers and staff in advocating for children during this difficult time in their lives.

NOW, THEREFORE, I Carl E. Gierisch, Jr., Mayor of Roanoke, in honor of all children in Denton County, hereby proclaim April 2026, as

CHILD ABUSE PREVENTION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal to be affixed, this the 14th day of April, 2026.

Carl E. "Scooter" Gierisch, Jr. Mayor

Witness:

Lindsay Rawlinson, City Secretary

Holly Gray, Mayor Pro-Tem
David Brundage, Council Member
VACANT, Council Member



Carl E. Gierisch, Jr., Mayor

Brian Darby, Council Member
David Thompson, Council Member
VACANT, Council Member

**MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
MARCH 24, 2026
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr., Mayor Pro Tem Holly Gray, Council Members: Brian Darby, David Brundage, and David Thompson; City Manager Cody Petree, Assistant City Manager Jeriahme Miller, City Secretary Lindsay Rawlinson, and City Attorney Jeff Moore.

DEPT. STAFF: Chief of Police Jeff Williams, Fire Chief Chris Addington, Public Works Director Shawn Wilkinson, Library Director Kelly Holt, Economic Development Manager Siale Langi, Development Services Manager J.R. Hames, Parks and Recreation Director Ray McDonald III, Human Resources Manager Jamie Seil, Events Manager Michael Davenport, and Public Engagement Manager Sandra Pettigrew.

ABSENT: None.

A. CALL CITY COUNCIL TO ORDER

Mayor Gierisch called the meeting to order at 7:00 p.m.

Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

1. Finance Director Kyle Lester announced City of Roanoke received the GFOA Certificate of Achievement for Excellence in Financial Reporting

Finance Director Kyle Lester announced that the Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the City of Roanoke for its annual comprehensive financial report for the fiscal year ended September 30, 2024. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental



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

**March 24, 2026
Page 2 of 4**

accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

C. PUBLIC INPUT

None.

D. PRESENTATION

1. Recognize former Councilmember Bryan Moyers for his years of service

Mayor Gierisch presented former Councilmember Bryan Moyers with a plaque commemorating his years of service to the City. Councilmember Moyers was elected to the City Council in May 2021 and served the City of Roanoke honorably until resigning his seat in January 2026.

2. Recognize former Councilmember Hogan Page for his years of service

Mayor Gierisch presented former Councilmember Hogan Page with a plaque commemorating his years of service to the City. Councilmember Page was elected to the City Council in May 2021 and served the City of Roanoke honorably until resigning his seat in January 2026.

3. Dan Barron and Meagan Holyfield with Forvis Mazars will provide an overview of the annual audit.

Forvis Mazars Engagement Partner Dan Barron and Audit Manager Meagan Holyfield presented the results of the Fiscal Year 2025 audit and advised that the City has received a clean and unmodified audit opinion, the highest level of assurance available. Mr. Barron expressed his appreciation to City staff for their collaboration during the audit.

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 joint meeting of City Council and the Planning and Zoning Commission on March 3, 2026 and the regular City Council meeting held on March 10, 2026.
2. Consider approval to award bid to Apex Concrete Construction Company for the concrete street repairs in various locations along Cannon Parkway, Blythe Bridge, Briarwyck Parkway, Bently Drive, Sandhurst and Fairway Ranch Parkway, for an amount not to exceed \$187,779.34 as part of the annual budgeted street repair program.
3. Consider approval of a Professional Service Agreement between the City of Roanoke and TNP for the design of North Oak Street reconstruction project, from Byron Nelson to Dorman. Not to exceed Four Hundred Eleven Thousand Five Hundred and Thirty dollars



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

**March 24, 2026
Page 3 of 4**

- (\$411,530.00). This project is in conjunction with the Denton County matching funds bond.
4. Consider Resolution No. 2026-108R, awarding a primary depository services contract to JP Morgan Chase, and authorizing staff to execute all agreements necessary to implement the contract.
 5. Consider Ordinance No. 2026-110 Amending FY2025-2026 Budget
 6. Consider Ordinance No. 2026-111 Amending FY2024-2025 Budget
 7. Consider acceptance of the annual audit for the Fiscal Year ended September 30, 2025.

Motion made by Mayor Pro Tem Gray and seconded by Council Member Thompson to approve the Consent Agenda.

Motion carried unanimously.

F. OLD BUSINESS

1. Consider approval of the Sedalco Construction final deductive change order for the Roanoke Police & Court project, approve one final pay application to reflect a change to the Guaranteed Maximum Price (GMP), and make final payment to Sedalco.

Motion made by Mayor Pro Tem Gray and seconded by Council Member Thompson to approve a final deductive change order for \$43,919.24 to the GMP (Guaranteed Maximum Price) from Construction Manager (Sedalco) and approve final payment to Sedalco.

Motion carried unanimously.

G. NEW BUSINESS

1. Consideration and action to appoint one (1) member to the Keep Roanoke Beautiful board for an unexpired term ending January 2027.

Motion made by Mayor Pro Tem Gray and seconded by Council Member Thompson to appoint Bunny Arnold to the Keep Roanoke Beautiful Board for an unexpired term ending January 2027.

Motion carried unanimously.

2. Consideration and action to appoint one (1) member to the Keep Roanoke Beautiful board for an unexpired term ending January 2028.

Motion made by Mayor Pro Tem Gray and seconded by Council Member Thompson to appoint Debi Brundage to the Keep Roanoke Beautiful Board for an unexpired term ending January 2028.

Motion carried unanimously.



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

March 24, 2026
Page 4 of 4

H. EXECUTIVE SESSION

The City Council held 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.

- Roanoke Sports Complex, LLC

Section 551.072

To deliberate the purchase, exchange, lease, or value of real property.

-207 Main Street

City Council convened into closed session at 7:19 p.m. and reconvened into regular session at 7:41 p.m. with no action taken.

I. ADJOURNMENT

Motion made by Mayor Pro Tem Gray and seconded by Council Member Darby to adjourn the meeting at 7:41 p.m.

Motion carried unanimously.

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

Lindsay Rawlinson, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Three Year Enterprise Agreement with ESRI for GIS Software

MEETING DATE: April 14, 2026

DEPARTMENT: Administration

ITEM SUMMARY:

This Enterprise Agreement (EA) allows the continued use of ESRI's ArcGIS Online mapping software. This software is the main software that our GIS group uses. In 2023, we signed a three-year EA. Approving this item would allow us to lock in our annual subscription cost for an additional three years.

INFORMATION:

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

This item is already approved and in the IT budget for this fiscal year. It will be included in the upcoming fiscal year budget.

ATTACHMENTS:

1. Q-568427-20260305-1159



Quotation # Q-568427

Date: March 5, 2026

Customer # 243235 Contract #

City of Roanoke
IT Dept
500 S Oak St
Roanoke, TX 76262-6732

ATTENTION: David Allen
PHONE: (817) 491-6097
EMAIL: dallen@roanoketexas.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/23/2026 To: 5/24/2026

Material	Qty	Term	Unit Price	Total
193253	1	Year 1	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 2	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 3	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
Subtotal:				\$61,800.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$61,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Alex Van De Water

Email:

avan@esri.com

Phone:

(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
LOCAL GOVERNMENT CLOUD-BASED
(E214-7)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Online User Types ArcGIS Online Viewer User Types	
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Online Apps and Other	
ArcGIS Online Contributor User Type	8	ArcGIS Location Sharing for ArcGIS Online	8
ArcGIS Online Mobile Worker User Type	25	ArcGIS Online Service Credits	10,000
ArcGIS Online Creator User Type	25		
ArcGIS Online Professional User Type	8		
ArcGIS Online Professional Plus User Type	8		

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Consideration and approval of Ordinance No. 2026-118 amending Chapter 11, Article 11.1300 of the Code of Ordinances of the City of Roanoke, Texas entitled "Impact Fees"

MEETING DATE: April 14, 2026

DEPARTMENT: Public Works

ITEM SUMMARY:

Consideration and approval of Ordinance No. 2026-118 amending Chapter 11, Article 11.1300 of the Code of Ordinances of the City of Roanoke, Texas entitled "Impact Fees" by amending Section 11.1312 entitled "Credits" by providing for impact fee credits for certain efforts that promote water conservation and reuse, Consistent with Section 395.0231 of the Texas Local Government Code.

INFORMATION:

STAFF RECOMMENDATION:

Staff Recommends Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Ordinance No. 2026-118 Impact Fee Credits - SB 14 (2025 2nd Session)
2. Impact Fee Credits - SB 14 (2025 2nd Session) Redline Version

ORDINANCE NO. 2026-118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING CHAPTER 11, ARTICLE 11.1300 OF THE CODE OF ORDINANCES OF THE CITY OF ROANOKE, TEXAS, ENTITLED “IMPACT FEES” BY AMENDING SECTION 11.1312 ENTITLED “CREDITS” BY PROVIDING FOR IMPACT FEE CREDITS FOR CERTAIN EFFORTS THAT PROMOTE WATER CONSERVATION AND REUSE, CONSISTENT WITH SECTION 395.0231 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE IMMEDIATE EFFECT.

WHEREAS, in the 2025 Second Special Session, the Texas Legislature approved S.B. 14 (2025), which added Section 395.0231 to the Texas Local Government Code; and

WHEREAS, Section 395.0231 of the Texas Local Government Code, effective January 1, 2026, requires cities who impose impact fees to provide a credit against impact fees for certain efforts that promote water conservation and reuse; and

WHEREAS, the City Council of the City of Roanoke, Texas, finds and determines it is in the best interest of the citizens of the City of Roanoke, Texas, to approve this ordinance which credits an impact fee credit for certain efforts that promote water conservation and reuse, consistent with Section 395.0231 of the Texas Local Government Code.

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

SECTION 1. FINDINGS INCORPORATED

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

SECTION 2.

Chapter 11, Article 11.1300, Section 11.1312 of the Code of Ordinances, City of Roanoke, Texas, entitled “Credits” is hereby amended to read as follows:

“Sec. 11.1312. Credits.

- (a) In general. If the city requires as a condition of development approval, or otherwise enters into an agreement with a developer, to have the developer construct, fund or otherwise contribute toward the cost of a capital improvement or facility

expansion included in the adopted water or wastewater capital improvements plan, the city shall provide for reimbursement in the form of credits against impact fees that would otherwise be due from the development. Such credits shall run with the land and shall be used to reduce the amount of the impact fee that would otherwise be owed at the time of collection of impact fees. If the amount of such credits would be insufficient to reimburse the developer for the cost of required improvements, the city shall provide for reimbursement to the developer up to the balance of the cost of the required improvements from water or wastewater impact fees collected from other new development within the same service area. In determining the amount of such credits, the developer shall submit evidence of the actual, fair-market cost of the required improvements. Such credits shall only be applicable against the impact fees for the type of facility (water or wastewater) for which the capital improvement is made.

(b) Credits for Water Conservation and Reuse. Consistent with Section 395.0231 of the Texas Local Government Code, as amended, the City hereby provides impact fee credits for developments which result in water reuse, conservation or savings. The water reuse, conservation or savings impact fee credit shall be as follows:

- (1) Single family residential land use and irrigation only land use is eligible for up to a five percent (5%) credit of the amount of impact fees paid by the person; and
- (2) Other land use is eligible for up to a two percent (2%) credit of the amount of impact fees paid by the person.

SECTION 3. 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 4. REPEALER CLAUSE

Any provision of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of this 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 5.
EFFECTIVE DATE**

This Ordinance shall become effective immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this April 14, 2026.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

Lindsay Rawlinson, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

ORDINANCE No. 2026-xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING CHAPTER 11, ARTICLE 11.1300 OF THE CODE OF ORDINANCES OF THE CITY OF ROANOKE, TEXAS, ENTITLED "IMPACT FEES" BY AMENDING SECTION 11.1312 ENTITLED "CREDITS" BY PROVIDING FOR IMPACT FEE CREDITS FOR CERTAIN EFFORTS THAT PROMOTE WATER CONSERVATION AND REUSE, CONSISTENT WITH SECTION 395.0231 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE IMMEDIATE EFFECT.

WHEREAS, in the 2025 Second Special Session, the Texas Legislature approved S.B. 14 (2025), which added Section 395.0231 to the Texas Local Government Code; and

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WHEREAS, the City Council of the City of Roanoke, Texas, finds and determines it is in the best interest of the citizens of the City of Roanoke, Texas, to approve this ordinance which credits an impact fee credit for certain efforts that promote water conservation and reuse, consistent with Section 395.0231 of the Texas Local Government Code.

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

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Section 2. That Chapter 11, Article 11.1300, Section 11.1312 of the Code of Ordinances, City of Roanoke, Texas, entitled "Credits" is hereby amended to read as follows:

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(a) **In general.** If the city requires as a condition of development approval, or otherwise enters into an agreement with a developer, to have the developer construct, fund or otherwise contribute toward the cost of a capital improvement or facility expansion included in the adopted water or wastewater capital improvements plan, the city shall provide for reimbursement in the form of credits against impact fees that would otherwise be due from the development. Such credits shall run with the land and shall be used to reduce the amount of the impact fee that would otherwise be owed at the time of collection of impact fees. If the amount of such credits would be insufficient to reimburse the developer for the cost of required improvements, the city shall provide for reimbursement to the developer up to the balance of the cost of the required improvements from water or wastewater impact fees collected from other new development within the same service area. In determining the amount of such credits, the developer shall submit evidence of the actual, fair-market cost of the required improvements. Such credits shall only be applicable

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This Ordinance shall become effective immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the ____ day of _____, 2026.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

Lindsay Rawlinson, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Site Plan request

MEETING DATE: April 14, 2026

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and recommendation on a Site Plan request from Pablo Medina, for a brewery, to be located on an approximate .931 acre parcel, being a part of the Original Town of Roanoke Addition, Block 3 Lot 7R, City of Roanoke Denton County, Texas; generally located on the east of Oak Street and south of Bowie Street. (SP-2026-01)

INFORMATION:

The applicant is proposing to construct a brewery on lots 7-15, Block 3, Old Town Roanoke Addition. The approximate 8,028 square-foot building will consist of a 4,328 square foot brewery, a 3,500 square-foot patio area, and a 200-square-foot kitchen.

Zoning District - The building is located within the Oak Street Zone, with parking being located in the Neighborhood Transition Zone.

Design - The proposed elevations indicate that the architectural standards required within the Oak Street Zone will be met.

Landscape - N/A

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 - A minimum of 23 spaces is required. The applicant is proposing a total of 29 spaces, (18 off-street spaces and 11 on-street spaces).

Planning & Zoning Commission - Previous Activity

On April 6, 2026, the Planning & Zoning Commission voted unanimously to approve the site plan.

STAFF RECOMMENDATION:

Staff recommends approval of the request.



CITY COUNCIL AGENDA ITEM

SPECIAL CONSIDERATION:

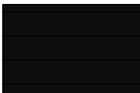
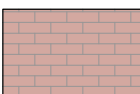
FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Agenda Exhibit
2. SP-2026-01 Aerial Map

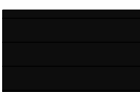
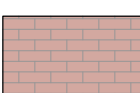


FIRST LEVEL GLAZING COVERAGE	
WALL AREA AT GROUND LEVEL	1,228 SF
GLAZING AT GROUND LEVEL	630 SF
PERCENT COVERAGE	51%

NORTH ELEVATION MATERIALS	
	METAL PANEL - 27 SQFT PAC-CLAD, FLUSH WALL PANEL, BLACK FACADE COVERAGE - 1%
	BRICK - 1,761 SQFT ACME, MARK IV, MODULAR HERRITAGE FACADE COVERAGE - 77%
	GLAZING - 504 SQFT KAWNEER, TRIFAB 451UT, BLACK FRAME FACADE COVERAGE - 22%

UPDATED NORTH ELEVATION
1/4" = 1'-0"

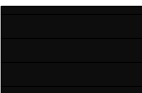
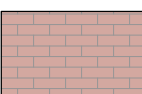


SOUTH ELEVATION MATERIALS	
	METAL PANEL - 286 SQFT PAC-CLAD, FLUSH WALL PANEL, BLACK FACADE COVERAGE - 12%
	BRICK - 1,686 SQFT ACME, MARK IV, MODULAR HERRITAGE FACADE COVERAGE - 73%
	GLAZING - 350 SQFT KAWNEER, TRIFAB 451UT, BLACK FRAME FACADE COVERAGE - 15%

UPDATED SOUTH ELEVATION
1/4" = 1'-0"

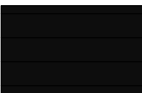
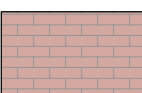


FIRST LEVEL GLAZING COVERAGE	
WALL AREA AT GROUND LEVEL	1,243 SF
GLAZING AT GROUND LEVEL	619 SF
PERCENT COVERAGE	50%

WEST ELEVATION MATERIALS	
	METAL PANEL - 210 SQFT PAC-CLAD, FLUSH WALL PANEL, BLACK FACADE COVERAGE - 12%
	BRICK - 1,024 SQFT ACME, MARK IV, MODULAR HERRITAGE FACADE COVERAGE - 48%
	GLAZING - 880 SQFT KAWNEER, TRIFAB 451UT, BLACK FRAME FACADE COVERAGE - 40%

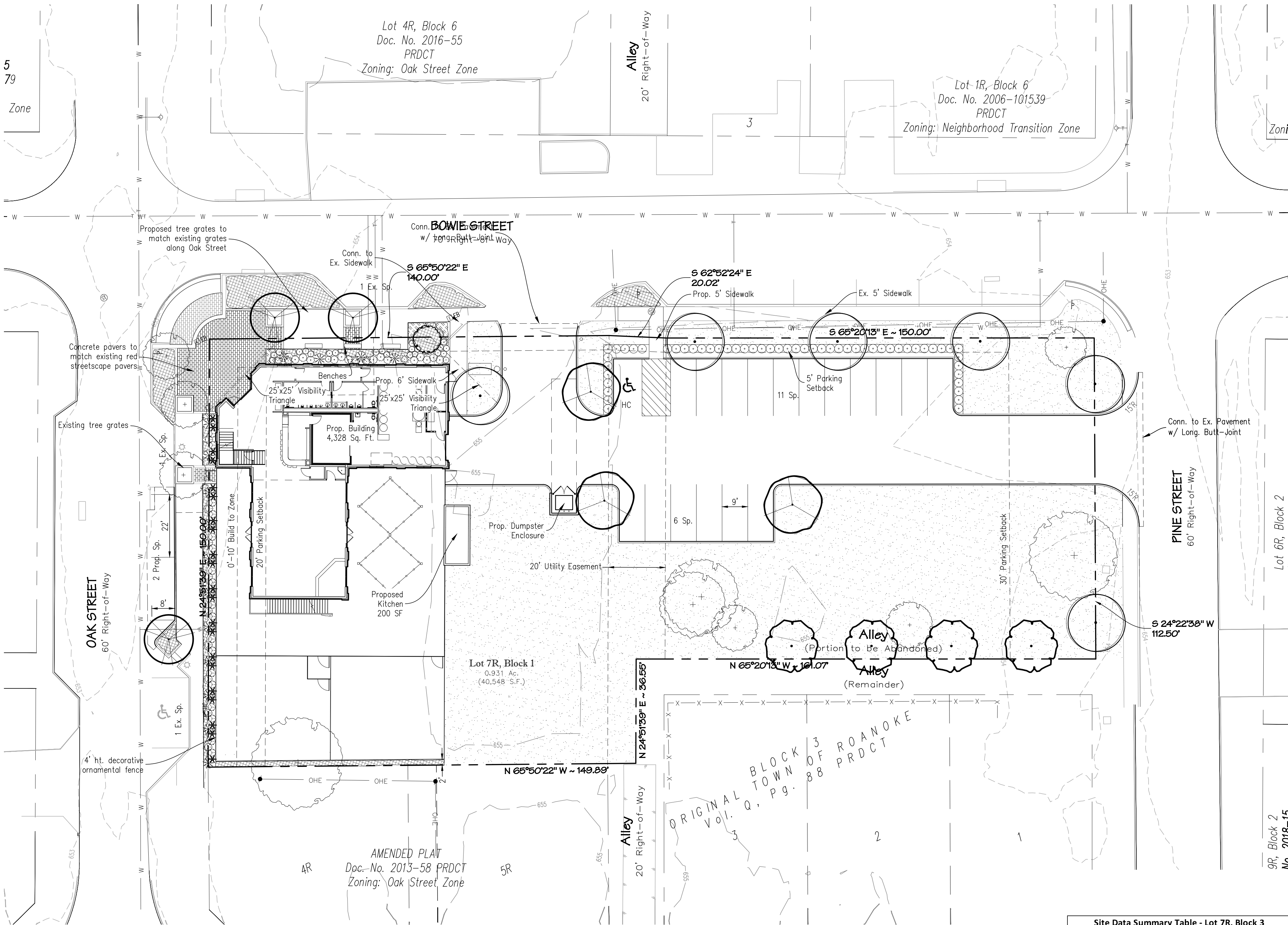
UPDATED WEST ELEVATION
1/4" = 1'-0"



EAST ELEVATION MATERIALS	
	METAL PANEL - 297 SQFT PAC-CLAD, FLUSH WALL PANEL, BLACK FACADE COVERAGE - 14%
	BRICK - 1,560 SQFT ACME, MARK IV, MODULAR HERRITAGE FACADE COVERAGE - 75%
	GLAZING - 230 SQFT KAWNEER, TRIFAB 451UT, BLACK FRAME FACADE COVERAGE - 11%

UPDATED EAST ELEVATION
1/4" = 1'-0"

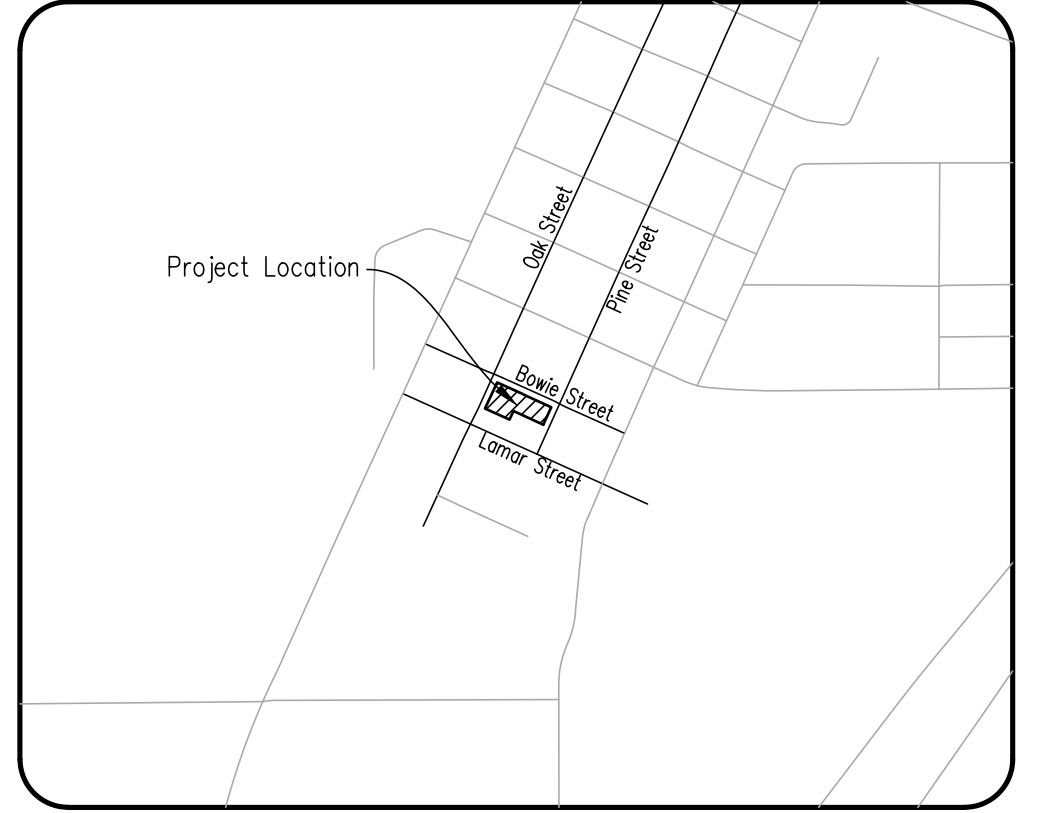
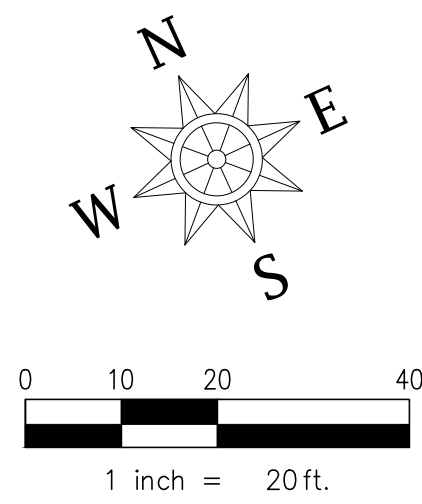
Drawn: G:\2024_085\24-188 Pirate Panda Brewing\LANDSCAPE\LANDSCAPE Plan-11.dwg Saved By: Tony Stewart Date: 2/19/2026 10:33:16 AM
Plotted By: Tony Stewart Plot Date: 2/19/2026 10:33:16 AM



PLANT LEGEND



Site Data Summary Table - Lot 7R, Block 3	
General Site Data	
Existing Zoning	Oak Street Corridor
Proposed Land Use	Brewery w/ Restaurant
Lot Area (SF)	40,548
Lot Area (Ac)	0.931
Brewery Area (SF)	4,328
Outdoor Patio Area (SF)	3,500
Kitchen Area (SF)	200
Total Building Area (SF)	8,028
Building Footprint (SF)	11,194
Building Height (FT)	26
Lot Coverage	27.6%
Parking	
Parking Ratio	1 Sp. / 350 SF
Parking Required	23
Off Street Parking Provided	18
On-Street Parking Provided	11
Accessible Parking Required	1
Accessible Parking Provided	2
Total Parking Provided	29



Vicinity Map

1"=1000'

Landscape Calculations

	Required	Provided
Total site area: 40,448 sf Landscape area 20% of site area	8,090 sf	17,060 sf
Street trees		
Oak Street- Oak Street Zone	NA	3 existing 2 proposed
Bowie Street- Neighborhood Transition Zone 1 Large tree/50 lf of frontage North perimeter 181 lf	4 Large trees	1 existing 3 proposed
Pine Street- Neighborhood Transition Zone 1 Large tree/50 lf of frontage East perimeter 113 lf	3 Large trees	2 existing 2 proposed
Perimeter Trees		
residential adjacency 1 Large tree/30 lf of frontage South perimeter 161 lf	6 Large trees	2 existing 4 proposed
Parking Lot Trees		
1 tree/ 10 spaces, 29 spaces	3 trees	3 trees
1 tree within 60' of every space	required	provided

PLANT LIST

Canopy Trees						
Qty	Code	Scientific name	Common name	Size	Spacing	Comments
4	BC	Taxodium distichum	Bald Cypress	3" cal.	per plan	13' ht., 3'-5' spread, single straight trunk
3	LE	Ulmus parvifolia	Lacebark Elm	3" cal.	per plan	container grown 13' ht., 3'-5' spread, single straight trunk
3	LO	Quercus virginiana	Live Oak	3" cal.	per plan	container grown 13' ht., 3'-5' spread, single straight trunk
6	RO	Quercus rubra	Red Oak	3" cal.	per plan	
1	CM	Lagerstroemia indica	Crepe Myrtle	2" cal.	per plan	3-5 cane, 12' ht., 3'-4' spread Crape Myrtle
Shrubs						
27	IH	Rhaphiolepis indica	Indian Hawthorn	5 gal.	36" o.c.	24"-30" ht., full plant
54	DBH	Ilex cornuta	Dwarf Burford Holly	5 gal.	36" o.c.	xx"-xx" ht., full plant
15	RY	Hesperaloe parviflora	Red Yucca	5 gal.	36" o.c.	18"-24" ht., full plant
21	RS	Rosmarinus officinalis	Tuscan Blue Rosemary	3 gal.	36" o.c.	18"-24" ht., full plant
23	ND	Nandina domestica	'Firepower' Nandina	3 gal.	24" o.c.	18"-20" ht., full plant
14	CA	Ilex cornuta 'Carissa'	Carissa Holly	3 gal.	30" o.c.	18"-24" ht., full plant
5	AC	Acuba	Acuba	3 gal.	30" o.c.	18"-24" ht., full plant
Ground Cover / Vines						
1,030	AJ	Nassella tenuissima	Mexican Feather Grass	1 gal.	12" o.c.	full plant
70	WC	Euonymus fortunei	Winter Creeper	1 gal.	18" o.c.	full plant
8	CL	Clematis pitcheri	Leatherflower	1 gal.	per plan	full plant
15,920	sf	Cynodon dactylon 'Tif 419'	Tif Bermuda '419'	sod		Reference sod notes on sheet L2

- Notes:
1. Plant quantities shown are an aid to bidder only, contractor to verify quantities on plan.
2. All proposed planting to be watered by a fully automatic underground irrigation system with rain and freeze sensor.
3. Plant species or size substitutions will not be accepted without Landscape Architect's approval.

SPIARS
ENGINEERING & SURVEYING
501 W. President George Bush Hwy., Suite 200 Richardson, TX 75080 972.422.0077
469.395.0558 • TBAE No 2986 • www.spiarseng.com
Tony Stewart • Tony.Stewart@spiarsengineering.com



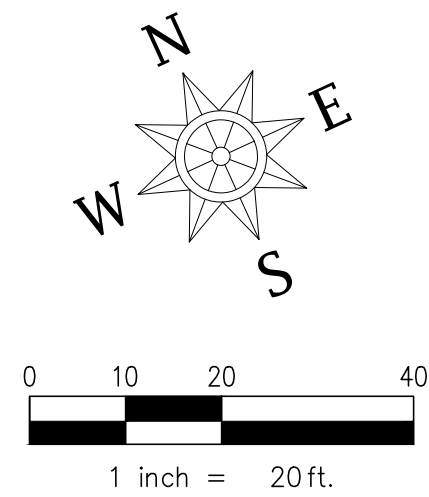
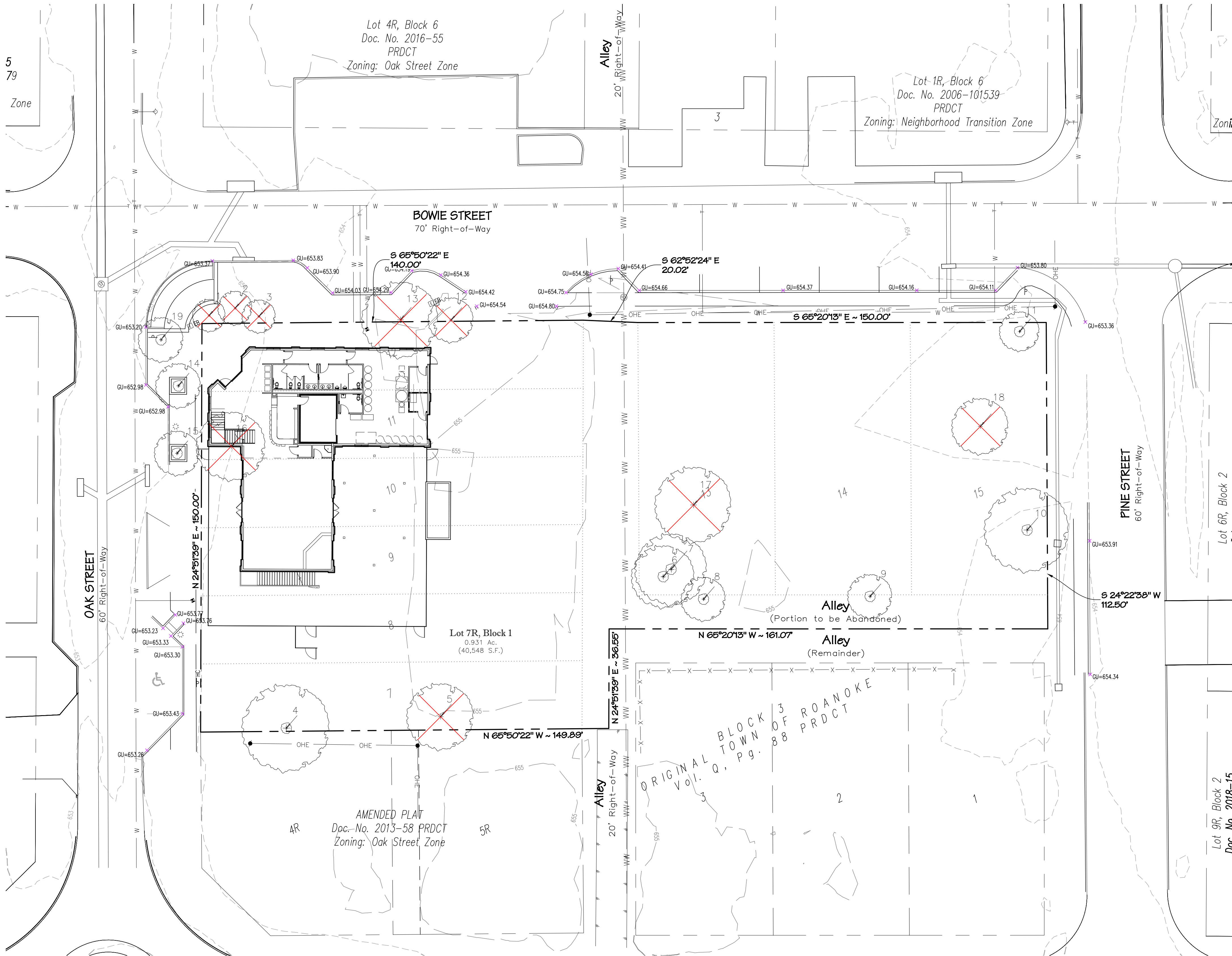
Call before you dig- (800) 344-8377

LANDSCAPE ARCHITECT
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBAE No. 2986
Contact: Anthony Stewart, RLA

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
501 W. President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPELS No. F-2121 And No. F-10043100
Contact: Mark Ewing

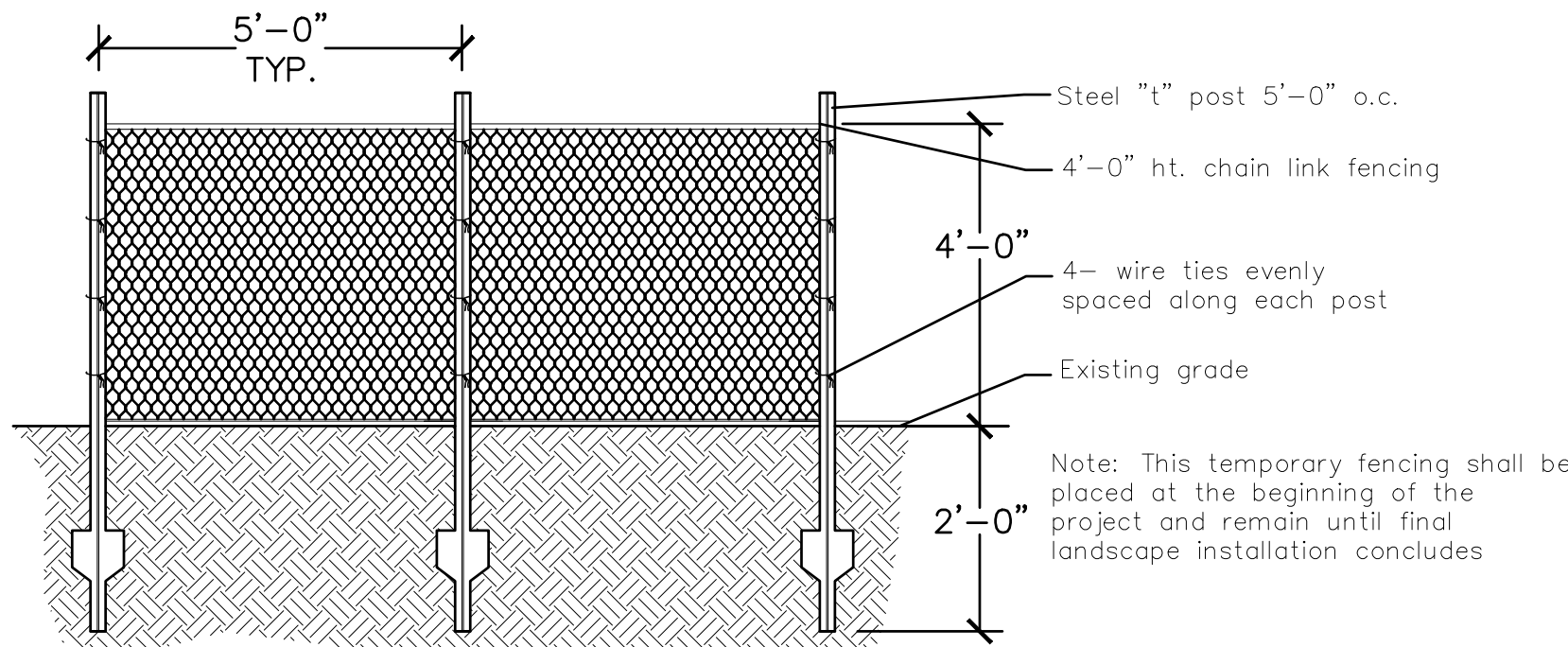
OWNER / APPLICANT
Pablo Medina
6301 SW 114th St
Pinecrest, FL 33156
Telephone: (786) 863-2068

L.1



Tree Mitigation Chart							Mitigation Required
Tree No.	DEH or Cal.	Inches	Species	Status	Condition		
1	6"		Crape Myrtle	Remove			6"
2	6"		Crape Myrtle	Remove			6"
3	6"		Crape Myrtle	Remove			6"
4	30"		Pecan	Remain	Mistletoe Infestation		
5	24"		Pecan	Remove	Damaged & Mistletoe Infestation		
6	18"		Elm	Remain			
7	24"		Elm	Remain			
8	8"		Ash Juniper	Remain	Damaged		
9	8"		Ash Juniper	Remain	Damaged		
10	18"		Red Oak	Remain			
11	36"		Ash Juniper	Remain	Damaged		
12	13"		Oak	Remove	Damaged & Mistletoe Infestation		
13	30"		Pecan	Remove	Damaged & Mistletoe Infestation		
14	8"		Drake Elm	Remain			
15	8"		Drake Elm	Remain			
16	20"		Pecan	Remove			20"
17	30"		Elm	Remove	Mistletoe Infestation		
18	16"		Hackberry	Remove			
19	6"		Magnolia	Remain			
Total							38"

Ref Sheet L.1 for 14 - 3" cal. canopy trees and 26 - 2" cal. ornamental trees representing 191 caliper inches of mitigation.



Tree Protection Detail
SCALE: NTS

TREE REMOVAL PLAN

PIRATE PANDA BREWING

LOT 7R, BLOCK 3
ORIGINAL TOWN OF ROANOKE
OUT OF THE

D. HOOVER SURVEY ~ ABSTRACT NO. 603
CITY OF ROANOKE, DENTON COUNTY, TEXAS



Tree Survey provided by: Spiars
Engineering Dated: XX/XX/XXXX

Legend

- Existing site tree to be removed
- Existing site tree remain

City of Roanoke Tree Protection Notes

Protected trees that are not removed, or have been identified and designated on the tree preservation plan to be preserved, must be protected under the following conditions:

- No materials intended for the use in construction or waste materials accumulated due to excavations or demolition shall be placed within the limits of the critical root zone.
- No equipment shall be cleaned or other foreign materials deposited or allowed to flow overland within the critical root zone of a protected tree. This includes without limitation, paint, oil, solvents, asphalt, concrete, mortar or similar materials.
- No signs, wires or other objects, other than those of a protective nature, shall be attached to any protected tree; however, lighting of a decorative nature may be attached to a protected tree. The lighting shall be attached in a manner as not to damage the protected tree.
- No vehicular and/or construction traffic or parking shall take place within the limits of the critical root zone of any protected tree other than on a pre-existing paved surface. This restriction

does not apply to access within the critical root zone for purposes of clearing underbrush, establishing the building pad and associated lot grading, vehicular traffic necessary for routine utility maintenance or emergency restoration of utility service or routine mowing operations.

- Grade changes shall be allowed within the limits of the critical root zone of any protected tree only upon approval by the City.
- No paving with asphalt, concrete or other impervious materials shall be placed within the critical root zone of a protected tree; however, paving may encroach up to five feet (5') from the trunk, upon approval by the City.
- In those situations where a protected tree is within fifty feet (50') of a construction area, a protective fence, a minimum of four feet (4') feet in height, shall be erected and maintained outside of the critical root zone of each protected tree or tree group. If the critical root zone extends onto adjacent property, the protective fencing shall be only required on the subject site.
- No person, directly or indirectly, shall critically alter, prune, cut down, destroy, remove or move, or effectively destroy through

damaging, any protected tree on City-owned property unless otherwise authorized by the City. Boring of utilities under protected trees shall be required in those circumstances where it is not possible to trench around the critical root zone of a protected tree. When required, the length of the bore shall be the width of the critical root zone at a minimum and shall be a minimum depth of 48 inches. All trenching shall be designed to avoid trenching across the critical root zone of any protected tree, unless otherwise approved by the Development Review Committee. Mechanical trenching within the critical root zone shall not be allowed. Trenching by hand shall not critically alter the root system. The placement of irrigation systems and underground utility lines shall be located outside of the critical root zone of protected trees.

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Contact: Mark Ewing

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TM.1



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 Pablo Medina	Address of Applicant 6301 SW 114th St, Pinecrest, FL 33156	Phone Number and Email (786) 863-2068
Legal Interest Owner		
Owner Same as Applicant	Address	Phone Number& Email
Firm preparing Site Plan Package Spiars Engineering / Mark Ewing	Address 501 W President George Bush Hwy, Ste 200, Richardson, TX 75080	Phone Number (918) 899-5819
		Email [REDACTED]
Location of Property 200 Oak Street	Name of Addition/Subdivision Old Town Roanoke	Lot / Block Lots 7-15, Block 3
		Present Zoning Oak St Corridor

Proposed Site Plan Contains:

LAND USE	NUMBER OF LOTS	ACRES FOR USE
Single Family		
Multi-Family		
Planned Development		
Office		
Retail	1	0.931
Commercial		
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.

Applicants Signature 

01/12/2026
 Date

FOR OFFICE USE ONLY

Site Plan Fee \$400.00	P&Z Meeting 04/06/2026	CC Meeting 04/14/2026	File for Record SP- 2026 - 01
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07/20/2023

Aerial Zoning Map

Site Outlined in Red





AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Ordinance No. 2026-117, Youth Standards of Care

MEETING DATE: April 14, 2026

DEPARTMENT: Administration

ITEM SUMMARY:

In order to receive exempt status for a youth recreation program, a municipality must adopt standards of care by ordinance after a public hearing for the program on an annual basis.

INFORMATION:

In order to receive exempt status for a youth recreation program, a municipality must adopt standards of care by ordinance after a public hearing for the program on an annual basis.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Ordinance No. 2026-117 - Parks and Recs Summer Youth Programs Standards of Care

ORDINANCE NO. 2026-117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, REVIEWING THE YOUTH PROGRAMS STANDARDS OF CARE.

WHEREAS, the Human Resources Code, Section 42.041(b)(14), establishes requirements for exempting recreational programs operated by municipalities for elementary age (5-13) children from childcare licensing requirements; and

WHEREAS, in order to receive exempt status for a youth recreation program, a municipality must adopt standards of care by ordinance after a public hearing for the program on an annual basis; and

WHEREAS, a public hearing was held on April 14, 2026; and

WHEREAS, the City of Roanoke Youth Standards of Care will provide basic child care regulations for day camp and after school activities operated by the City of Roanoke in accordance with Section 42.041(b)(14) of the Human Resources Code.

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

SECTION 1.

The City Council of the City of Roanoke hereby adopts the City of Roanoke Youth Program Standards of Care for providing basic child care regulations for day camp and afterschool activities operated by the City of Roanoke. As required by Section 42.041(b)(14) of the Human Resources Code, the Standards adopted by this ordinance include staffing ratios; minimum staff qualifications; minimum facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.

SECTION 2.

A substantial copy of the City of Roanoke Youth Program Standards of Care is attached hereto and incorporated herein (**EXHIBIT A**) for all intents and purposes.

SECTION 3. EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage, as provided by the City of Roanoke Charter and the laws of the State of Texas.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this April 14, 2026.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

Lindsay Rawlinson, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



**City of Roanoke
Parks and Recreation Department
Summer Day Camp and After School Program
Standards of Care**

1. General Information

- A. Purpose: To provide basic child care regulations for activities operated by The Roanoke Recreation Center. This will allow the department to qualify as exempt from requirements of the Texas Human Resource Code.
- B. Implementation: Program will be the responsibility of The Roanoke Recreation Center, with the Recreation Specialist overseeing the overall program and Camp Counselors administering the program on-site.
- C. Programs: Elementary-age day camp and programs for children ages 6 to 12 years old.
- D. Other: A current copy of the Standards of Care will be available to the public and staff on-site. Parents of the participants will be provided with a copy of Standards of Care during the registration process.
- E. Program site: The Roanoke Recreation Center, 501 Roanoke Road
- F. Summer Day Camp and After School Program Mission and Goals: To provide the community with an incomparable program that challenges youth physically, mentally, and emotionally through fun and educational activities in a safe and positive environment.
- G. Exemption Status: Once an exempt status is established, the Licensing Division will not monitor the recreation program. The Licensing Division will be responsible for investigating complaints of unlicensed child care and for referring other complaints to the municipal authorities, or in case of abuse/neglect allegation, to the local police.
- H. Standards of Care Review: Standards will be reviewed annually and approved by the City Council after a public hearing is held to pass an ordinance regarding section 42.041(b) of the Human Resources Code.
- I. Child care licensing will not regulate these programs nor be involved in any complaint investigation related to the program.
- J. Any parent, visitor or staff member may file a complaint by calling The Roanoke Recreation Center at 817-837-9930, Monday through Friday, 8:00 AM to 5:00 PM.

2. Staffing

- A. Camp Manager
 - a) Job Summary: Under general supervision of the Recreation Specialist, the Camp Manager assists in implementation, coordination and supervision of youth day camps, activities, and events. This is accomplished by assisting in

the day-to-day operations of day camps, interacting with program participants, developing schedules, assisting with ordering supplies and equipment, assisting in promoting events and ensuring the readiness of facilities. Other duties include administrative support, on-site supervision and instruction of programs. This is a seasonal position and requires holiday and weekend work.

b) Essential Job Functions:

- i. Assist in implementation and coordination of day camps by scheduling activities and events, assisting with ordering supplies and equipment, responding to questions and comments from the public, inspecting facilities prior to programming, and assisting with training and supervising Camp Counselors.
- ii. Provide administrative and clerical support with necessary record keeping related to the camp programs.
- iii. Lead, supervise, and conduct day camp activities. Supervise camp participants properly and respond immediately during emergencies, including administering first aid as necessary.
- iv. Assist in control of equipment and supplies. Maintain attendance, discipline and other records for program participants.
- v. Effectively communicate with children, parents/guardians, and the public.
- vi. Assist with the recruiting, selection, and supervision of the daily activities of the Camp Counselors.
- vii. Present a professional appearance and attitude at all times, and maintain a high standard of customer service.
- viii. Perform various maintenance duties as directed to maintain a clean and safe facility.
- ix. Prepare and maintain appropriate records and reports.
- x. Perform other duties as assigned.
- xi. Regular and punctual attendance is required.

c) Minimum Qualifications:

- i. At least 18 years of age.
- ii. A minimum of two (2) years previous camp program experience. Camp leadership experience preferred.
- iii. Current CPR/AED/First Aid certification, or the ability to obtain certification within 30 days of hire.
- iv. Must be able to complete and pass a pre-employment drug screen and background check.

- d) Work Environment: The essential functions of this position are performed primarily in an outdoor environment with exposure to extreme weather conditions, including heat, cold, and humidity. Position will work with some pump and chemical regulation equipment, as well as chemicals, and be exposed to harsh odors. Position requires frequent sitting, repetitive motions, lifting of negligible weights, fine dexterity and the ability to clearly see and hear. Occasional pushing, pulling, bending, carrying, lifting up to fifty (50) pounds and

kneeling may be required for some duties. Duties also require ability to perform typical camp activities, including but not limited to, swimming, running, setting up/taking down tables, standing for extended periods of time, etc. Must be able to use various office equipment, including but not limited to, computers, audio/visual technology, telephones, fax machines, printers, copiers, etc.

B) Summer Camp Counselor

a) Job Summary: Under general supervision of the Recreation Specialist or their designee, the Summer Camp Counselor is responsible for daily supervision of children participating in the summer camp programs. The Summer Camp Counselor will assist in the preparation and implementation of summer camp programs and activities.

b) Essential Job Functions:

- i. Actively participate in the programs and activities for each day of summer camp.
- ii. Assist in the coordination of arts, crafts, swimming, drama, games, and other activities.
- iii. Prepare for field trips, special events, and special projects.
- iv. Serve as a role model to young children.
- v. Inform supervisor of all work activities.
- vi. Provide care to all children, including CPR or basic medical treatment as needed.
- vii. Perform other duties as assigned.

c) Minimum Qualifications:

- i. At least 18 years of age.
- ii. Current CPR/AED/First Aid certification, or the ability to obtain certification within 30 days of hire.
- iii. Must possess a valid Texas Driver's License and meet driving record standards as defined by City policy.
- iv. Must be able to complete and pass a pre-employment drug screen and background check.

d) Work Environment: The essential functions of this position are performed in both indoor and outdoor environments, including exposure to extreme weather conditions such as heat, cold, and humidity. Position requires frequent sitting, repetitive motions, lifting of negligible weights, fine dexterity and the ability to clearly see and hear. Occasional pushing, pulling, bending, carrying, lifting up to fifty (50) pounds and kneeling may be required for some duties. Duties also require ability to perform typical camp activities, including but not limited to, swimming, running, setting up/taking down tables, standing for extended periods of time, etc. Must be able to use various office equipment, including but not limited to, computers, audio/visual technology, telephones, fax machines, printers, copiers, etc.

C) Summer Camp Aide

- a) Job Summary: Under general supervision of the Recreation Specialist or their designee, the Summer Camp Aide is responsible for assisting with the daily supervision of children participating in the summer camp programs. The Summer Camp Aide will also assist in the preparation and implementation of summer camp programs and activities.
- b) Essential Job Functions:
 - i. Actively participate in the programs and activities for each day of summer camp.
 - ii. Assist in the coordination of arts, crafts, swimming, drama, games, and other activities.
 - iii. Assist with the preparation for field trips, special events, and special projects.
 - iv. Serve as a role model to young children.
 - v. Inform supervisor of all work activities.
 - vi. Provide care to all children, including CPR or basic medical treatment as needed.
 - vii. Perform other duties as assigned.
- c) Minimum Qualifications:
 - i. Must be at least 16 years of age.
 - ii. Current CPR/AED/First Aid certification, or the ability to obtain certification within 30 days of hire.
 - iii. Must possess current CPR/AED & First Aid certifications through the American Red Cross prior to start date, or the ability to obtain certification within 30 days of hire.
 - iv. Must be able to complete and pass a pre-employment drug screen and background check.

D) Work Environment: The essential functions of this position are performed in both indoor and outdoor environments, including exposure to extreme weather conditions such as heat, cold, and humidity. Position requires frequent sitting, repetitive motions, lifting of negligible weights, fine dexterity and the ability to clearly see and hear. Occasional pushing, pulling, bending, carrying, lifting up to fifty (50) pounds and kneeling may be required for some duties. Duties also require ability to perform typical camp activities, including but not limited to, swimming, running, setting up/taking down tables, standing for extended periods of time, etc. Must be able to use various office equipment, including but not limited to, computers, audio/visual technology, telephones, fax machines, printers, copiers, etc.

E) After School Counselor

- a) Job Summary: Under general supervision of the Recreation Specialist, the After School Recreation Counselor is responsible for daily supervision of children participating in the after-school programs. The After School Recreation Counselor will assist in the preparation and implementation of after school programs and activities.

- b) Essential Job Functions:
 - i. Assist in the supervision of children in a manner that promotes safe behaviors and improves the quality of the children's interaction with one another.
 - ii. Actively participate in the programs and activities for after school.
 - iii. Assist in the coordination of arts, crafts, and other activities.
 - iv. Assist students with homework and projects.
 - v. Serve as a role model to young children by demonstrating high standards of personal conduct. Inform supervisor of all work activities.
 - vi. Adhere to all Recreation Center and City of Roanoke policies, procedures, and processes.
 - vii. Provide care to all children, including CPR or basic medical treatment as needed.
 - viii. Regular and punctual attendance is required.
 - ix. Perform other duties as assigned.
- c) Minimum Qualifications:
 - i. At least 18 years of age.
 - ii. Current CPR/AED/First Aid certification, or the ability to obtain certification within 30 days of hire.
 - iii. Must possess a valid Texas Driver's License and meet driving record standards as defined by City policy.
 - iv. Must be able to complete and pass a pre-employment drug screen and background check.
- d) Work Environment: The essential functions of this position are performed in both indoor and outdoor environments, including exposure to extreme weather conditions such as heat, cold, and humidity. Position requires frequent sitting, repetitive motions, lifting of negligible weights, fine dexterity and the ability to clearly see and hear. Occasional pushing, pulling, bending, carrying, lifting up to fifty (50) pounds and kneeling may be required for some duties. Duties also require ability to perform typical camp activities, including but not limited to, swimming, running, setting up/taking down tables, standing for extended periods of time, etc. Must be able to use various office equipment, including but not limited to, computers, audio/visual technology, telephones, fax machines, printers, copiers, etc.

F) Recreation Aide

- a) Job Summary: Under general supervision of the Recreation Center Supervisor or their designee, the incumbent is responsible for the operations of the front desk, childcare area, gymnasium, and/or weight room areas in the Roanoke Recreation Center. They are also responsible to enforce the Center's rules and regulations.
- b) Essential Job Functions:
 - i. Assist at the front desk area by verifying identification, selling and maintaining

memberships, collecting admission fees, answering phones, selling merchandise, checking out equipment to members, and registering individuals for programs.

- ii. Supervise children in the childcare area properly and safely.
- iii. Communicate and enforce rules and regulations of the Center and related programs and activities.
- iv. Assist with the monitoring and maintenance of office supply inventory, as well as the distribution, inventory control, and requisition of recreational programming supplies.
- v. Perform hourly counts of all activities and maintain accurate records of program attendance.
- vi. Support other areas of the Center by assisting with special events, athletic programs, facility rentals, and facility coverage needs in the absence of other City staff.
- vii. Attend mandatory training and in-service meetings.
- viii. Inform supervisor of all work-related activities.
- ix. Adhere to all departmental & City policies and procedures.
- x. Assist coworkers and other divisions as needed.

c) Minimum Qualifications:

- i. Must be at least 16 years of age.
- ii. High school diploma or GED preferred.
- iii. Current CPR/AED/First Aid certification, or the ability to obtain certification within six (6) months of hire.
- iv. Must have valid Texas Driver's license prior to employment and safe driving record, or reliable transportation to work.
- v. Must be able to complete and pass a pre-employment drug screen and background check.

d) Work Environment: The essential functions of this position are performed primarily in an indoor environment and in a seated position. Position requires frequent sitting, repetitive motions, lifting of negligible weights, fine dexterity and the ability to clearly see and hear. Occasional pushing, pulling, bending, carrying, lifting up to fifty (50) pounds and kneeling may be required for some duties. Must be able to use various office equipment, including but not limited to, computers, audio/visual technology, telephones, fax machines, printers, copiers, etc.

- G) Staffing Ratios: The number of children may not exceed staff by a minimum ratio of 1 staff member per 15 children, ages 6-12.
- H) Criminal Background Checks: Criminal background checks will be conducted on prospective Day Camp employees. Applicants may be disqualified if they have a job-related criminal conviction.
- I) A prospective employee will be subject to a drug test prior to hiring. Positive drug results may exclude an applicant from employment.

3. Service Standards

- A. Staff shirts, shorts or jeans, and appropriate footwear will be worn at all times.
- B. Participants and parents will be treated with respect at all times.
- C. Staff will keep parents continuously informed of program activities. A weekly schedule will be distributed on Monday of each week and extra copies will be kept with the daily sign-in sheet.
- D. Staff will note details of behavior of participants (accomplishments, discipline problems, general activities, etc.) and update parents.
- E. Staff will monitor the sign-in/out sheet at all times.
- F. Staff will clean up after each activity to ensure that all equipment and supplies are properly and safely stored. Each room should be cleaned thoroughly before leaving.
- G. Staff will dedicate their on-duty time to campers and/or parents to ensure a meaningful and pleasant experience.

4. Facility Standards

- A. Emergency evacuation and relocation plans will be posted at each facility.
- B. Program employees will inspect the site frequently for any sanitation or safety concerns and pass them to the Recreation Center Supervisor.
- C. A fully stocked first aid kit should be checked and stocked on a weekly basis by the Recreation Specialist. A checklist is included in the first aid kit.
- D. In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location.
- E. Program sites will be inspected annually by the Fire Marshal and must comply with the Fire Marshal's directives.
- F. The recommended number of fire extinguishers shall be inspected annually, available and primed for use
- G. Fire drills should be conducted once a month during summer camp.
- H. Medication will only be administered with written parent consent. Prescription medication shall be left with staff in their original container, labeled with the child's name, date, directions and physician's name. Medication shall be dispensed only as stated on the bottle and not past the expiration date.
- I. Non-prescription medicine with the child's name and date on the medication may be brought in the original container.
- J. Each site shall have adequate indoor toilets and lavatories located such that children can use them independently and program staff can supervise as needed. There shall be one flush toilet per 30 children. Sinks shall be provided based on 1 sink per 30 children.
- K. All participants must wear tennis shoes daily. Sandals are only allowed in pool areas

5. Operational Issues

- A. Emergency phone numbers are kept with the sign-in/out sheet at all facilities and shall include numbers for fire, police and ambulance services and all supervisors' contact information.

- B. An employee manual is given to every staff member, which outlines the following:
 - a) Discipline Issues
 - b) City Rules and Regulations
 - c) Forms that must be filled out
 - d) Service Standards
 - e) Game/activity leadership
 - f) Ways to interact with children

Additional manuals will be located at each site for access by any staff member.

- C. Sign-In/Sign-Out sheets will be used daily. Only adults listed on the child's pick up permission form will be allowed to pick up children. An authorized person must enter the building and sign the sheet in order for the staff to release the child.
- D. Emergency evacuation and relocation plans will be posted at each facility.
- E. Parents will be notified regarding planned field trips and provided with any required release forms.
- F. Registration forms will be kept and maintained on each child and shall include:
 - a) Child's name, birth date, home address, home phone number, physician's phone number, and address and phone numbers where parents may be reached during the day.
 - b) Names of persons to whom the child can be released.
 - c) Field trip release form as needed.
 - d) Liability Waiver.
 - e) Parental consent to administer medication, medical information and release on participants.
- G. Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in a situation that placed them at risk.
- H. Staff shall notify parents or authorized persons of children when there is an outbreak of a communicable disease in the facility that is to be reported to the County Department of Health. Staff must notify parents of children in a group when there is outbreak of lice or other infestation in the group.
- I. Discipline
 - a) Discipline and guidance of children must be consistent and based on an understanding of individual needs and development.
 - b) There shall be no harsh, cruel or unusual treatment.
 - i. Corporal punishment in any form will not be tolerated.
 - ii. Children shall not be shaken, bit, hit or have anything put in or on their mouth as punishment.
 - iii. Children shall not be humiliated, yelled at or rejected.
 - iv. Children shall not be subjected to abuse or profane language.
 - v. Punishment shall not be associated with food.

- vi. Staff may use brief, supervised separation from the work (time outs) if necessary, but staff shall not place children in a locked room or in a dark room with the door closed.
 - c) Incident reports will be filled out on any disciplinary cases and information is to be shared with parents when picking up the child or sooner when extreme cases occur. Continued disciplinary problems will result in the participant being asked to leave the program.
 - d) Children who show patterns of endangerment to themselves, other participants, or staff will be asked to leave the program permanently.
- J. Illness or Injury
- a) Parents shall be notified immediately in case of illness or injury.
 - b) An ill child will not be allowed to participate if the child is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until medical evaluation indicates that the child can be included in the activities. In the event an injury cannot be treated through basic first aid, staff will call 911.
 - c) When an injury occurs, an Incident Report shall be filled out completely immediately. The form shall be filled out completely with the original sent to the Recreation Specialist's office and kept in the Day Camp files.

6. General Guidelines for Children

As part of the Summer Camp and After School Program manual, staff should be given the following information:

- A. A child is not allowed to use the phone unless it is an emergency. In this case, staff should make the call for the child.
- B. Children must stay off any elevated surfaces (tables, counter tops, ping pong, billiards, etc.) and should never be allowed to stand on chairs.
- C. Children should walk in the building. Running is only permitted in the gym.
- D. Bouncing and throwing balls is only permitted in the gym or outdoors.
- E. Active games using equipment that can cause damage to windows, shades, lights and ceilings must be played in the gym or outdoors.
- F. Children must respect you and each other.
- G. Children must wear closed-toed shoes at all times, except while swimming.
- H. Children must be contained and not allowed to filter in with the general public. You must know where every child is AT ALL TIMES.

7. Activities

- A. The program will provide activities for the group according to the participant's ages, interests and abilities. The activities should be flexible and promote social and educational advancement.

- B. A weekly calendar of activities will be posted for parents and copies are available upon request.
- C. When taking field trips, staff will:
 - a) Take roll before they leave the Recreation Center as well as prior to leaving the field trip site.
 - b) Carry medical information on each child and necessary medication with them on the trip.
 - c) Carry a first aid kit.
 - d) Encourage participants to wear camp shirts so that children are easily identified.
 - e) Carry a cellular phone for emergency use.

8. Monitoring and Enforcement

- A. Standards of Care established by the City of Roanoke will be monitored and enforced by city departments responsible for their respective areas as identified:
 - a) Health and safety standards will be monitored and enforced by the City's Police, Fire, Risk Management and Code Enforcement departments.
 - b) Staff and program issues will be monitored and enforced by the Roanoke Recreation Center. The Recreation Specialist shall visit the sites on a weekly basis. Each camp counselor is responsible for visually checking the camp activities on a daily basis.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Adding definitions of Retail Sales of CBD, Tobacco, E-Cigarettes, or Non-Traditional Smoking-Related Products

MEETING DATE: April 14, 2026

DEPARTMENT: Planning

ITEM SUMMARY:

Conduct a public hearing and consider amending Chapter 12, Article I, by amending Section 12.6 of the Code of Ordinances, entitled "Definitions" by adding a definition for "Retail Sales of CBD, Tobacco, E-Cigarettes, or Non-Traditional Smoking-Related Products" and amending Chapter 12, Article VI, Section 12.661, Appendix 3, of the Code of Ordinances entitled "Use Charts" to authorize "Retail Smoke/Tobacco/CBD Stores" use with a Specific Use Permit (SUP) within the Retail (R), Light Commercial (LC), and Business Park (BP) Districts. (ZTA-2026-02).

INFORMATION:

Currently, the Comprehensive Zoning Ordinance does not distinguish "Retail Sales of CBD, Tobacco, E-Cigarettes, or Non-Traditional Smoking-Related Products" as an independent use, and historically, the City has viewed these types of use as a "Retail Sales - Miscellaneous" use. The proposed ordinance amendment is a response to the increased likelihood of the establishment and operation of this use, and the regulation of smoke/tobacco stores/CBD (hemp related sales) stores is in the interests of public health, safety and general welfare in an effort to mitigate undesirable impacts to the community.

Current Ordinance Regulations

This type of use is permitted by right in the Retail (R), Light Commercial (LC), and Business Park (BP) Zoning Districts. There is not a requirement for this use to obtain a Specific Use Permit except for in the Oak Street Corridor — Oak Street and Neighborhood Transition Zones.

Proposed Ordinance Amendments

Attached is the proposed ordinance amendment. The amendment results in an addition of Retail Smoke/Tobacco/CBD Stores to the use chart, permitting the use by Specific Use Permit within the Retail (R), Light Commercial (LC), and Business Park (BP)



AGENDA ITEM

Zoning Districts. By requiring a Specific Use Permit, the Planning & Zoning Commission and City Council will be able to determine if the use should be allowed on a case-by-case basis, allowing for consideration of potential undesirable impacts to the community and also providing the opportunity for the public to be consulted prior to the use being established. The proposed amendment also adds a definition of "Retail Smoke/Tobacco/CBD Stores" as a defined term within Chapter 12, Article 1, Section 12.6, entitled "Definitions." The addition of the defined term allows us to clearly indicate that we view this as a use separate from Miscellaneous or General Retail Sales. The proposed ordinance amendments would not be retroactively applied, but would apply to all new Retail Smoke/Tobacco/CBD Stores seeking to establish use within the City of Roanoke.

Impacts on Current Establishments

As of the date of this staff report, there are 5 establishments that would have a use reclassified from "Retail - Misc" to "Retail Smoke/Tobacco/CBD Stores" if the text amendment is approved. These establishments would be considered legally non-conforming and would be able to continue operating as they currently operate. Each establishment and the property owners were notified via mail of the proposed text amendment and the potential impact on their business as required by City Ordinance.

Planning & Zoning Commission Action

On April 6, 2026, the Planning & Zoning Commission held a public hearing and voted unanimously to recommend approval of the request.

STAFF RECOMMENDATION:

Staff recommends approval of the request.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ZTA-2026-02 - Exhibits

ORDINANCE No. 2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE I, SECTION 12.6, ENTITLED “DEFINITIONS” BY ADDING A DEFINITION FOR “RETAIL SALES OF CBD, TOBACCO, E-CIGARETTES, OR NON-TRADITIONAL SMOKING-RELATED PRODUCTS;” AND AMENDING CHAPTER 12, ARTICLE VI, SECTION 12.661, APPENDIX 3, ENTITLED “USE CHARTS,” BY AMENDING THE USES WITHIN THE RETAIL USES CATEGORY TO ALLOW “RETAIL SMOKE/TOBACCO/CBD STORES” USE WITH A SPECIFIC USE PERMIT (SUP) WITHIN THE RETAIL (R), LIGHT COMMERCIAL (LC), AND BUSINESS PARK (BP) DISTRICTS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING 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 I, Section 12.6 of the Code of Ordinances of the City of Roanoke, Texas, entitled “Definitions” is hereby amended, by adding a definition for “Retail Sales of CBD, Tobacco, E-cigarettes, or Non-Traditional Smoking-Related Products” which shall read as follows:

“Retail sales of CBD, tobacco, e-cigarettes, or non-traditional smoking-related products means an establishment primarily engaged in the selling of CBD, consumable hemp

product, tobacco, e-cigarettes, and/or non-traditional smoking-related products to the general public for personal or household consumption or the onsite smoking of such.”

Section 3.

That Chapter 12, Article VI, Section 12.661, Appendix 3 of the Code of Ordinances of the City of Roanoke, Texas, entitled “Use Charts,” is hereby amended by amending the Retail Uses Category to allow “Retail Smoke/Tobacco/CBD Stores” to read as follows:

Types of Land Uses	Residential Zoning Districts												Non-Residential Zoning Districts					
	AG		SF-22	SF-15	SF-11	SF-7			SFA	MF-12	MH			O	R	LC	BP	HI
Retail Uses																		
Retail Smoke/Tobacco/CBD Stores															S	S	S	

Section 3. PENALTY CLAUSE

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

Section 4. SEVERABILITY CLAUSE

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

Section 5. REPEALER CLAUSE

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

Section 6. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the _____ day of _____, 2026.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

Lindsay Rawlinson, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



City of Roanoke

Notice of Public Hearing

Zoning Amendment

NOTICE OF PUBLIC HEARINGS

ZONING AMENDMENT

To the property owner and occupants at this address:

The City of Roanoke has identified that the current use in operation at this address may become a nonconforming use if the City of Roanoke amends Chapter 12 of the City of Roanoke, Texas Code of Ordinances by requiring a Specific Use Permit and implementing Special Regulations for Retail Smoke, Tobacco, and CBD Store Uses. A *nonconforming use* means a use that does not conform to the use regulations of the City of Roanoke Comprehensive Zoning Ordinance but was lawfully established under the regulations in force at the beginning of operation and has been in regular use since that time.

The exact wording, all caps, font size and bold in the box below are **required by state law**.

**THE CITY OF ROANOKE IS HOLDING A HEARING THAT WILL
DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE
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If City Council approves the proposed amendments, it **does not** require you to stop operating and it **does not** prohibit you from selling your business. A nonconforming use may continue and renovate, remodel, or repair a structure housing a nonconforming use if the work does not enlarge the non-conforming use. Additionally, the proposed zoning amendment does not prohibit the use of Retail Smoke, Tobacco, and CBD Store uses, but if passed would require the use to obtain a Specific Use Permit. For additional information, please contact Ashlie Tolliver, City Planner at atolliver@roanoketexas.com or 817-491-2411.

HEARING DETAILS

Planning & Zoning Commission

Date: April 6, 2026

Time: 7:00 P.M.

Location: Roanoke City Hall – 500 S. Oak Street, Roanoke, Texas.

City Council:

Date: April 14, 2026

Time: 7:00 P.M.

Location: Roanoke City Hall – 500 S. Oak Street, Roanoke, Texas.

COMMERCIAL RECORDER PROOF

EMAIL ADDRESS: recorder@flash.net

Deadline for submitting legal notices is 11:00 (am) the business day before

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**CITY OF ROANOKE
NOTICE OF
PUBLIC HEARING
Planning and
Zoning Commission**
THE ROANOKE PLANNING
AND ZONING COMMISSION
WILL HOLD A PUBLIC HEAR-
ING ON MONDAY, APRIL 6 ,
2026, TO CONSIDER AMEND-
ING CHAPTER 12, ARTICLE I,
BY AMENDING SECTION 12.6
OF THE CITY OF ROANOKE,
TEXAS, CODE OF ORDINANC-
ES, ENTITLED "DEFINITIONS"
BY ADDING A DEFINITION
FOR "RETAIL SALES OF CBD,
TOBACCO, E-CIGARETTES, OR
NON-TRADITIONAL SMOK-
ING-RELATED PRODUCTS",
AND AMENDING CHAPTER
12, ARTICLE VI, SECTION
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CITY OF ROANOKE, TEXAS,
CODE OF ORDINANCES, EN-
TITLED "USE CHARTS" TO
AUTHORIZE "RETAILSMOKE/
TOBACCO/CBD STORES"
USE WITH A SPECIFIC USE
PERMIT (SUP) WITHIN THE
RETAIL (R), LIGHT COMMER-
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PARK (BP) DISTRICTS. THE
PUBLIC HEARING WILL BE
HELD AT 7:00 P.M. AT THE
ROANOKE CITY HALL LOCAT-
ED AT 500 S OAK STREET,
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City Council
THE ROANOKE CITY COUN-
CIL WILL HOLD A PUBLIC
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ROANOKE, TEXAS.

3-19



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Special Regulations for Certain Types of Uses

MEETING DATE: April 14, 2026

DEPARTMENT: Planning

ITEM SUMMARY:

Conduct a public hearing and consider amending Chapter 12, Article VII, Division 10, of the City of Roanoke, Code of Ordinances, entitled "Special Regulations for Certain Types of Uses" by adding a new section, 12.932 entitled "Retail Smoke, Tobacco, and CBD Stores", establishing special regulations for Retail Smoke, Tobacco, and CBD Stores. (ZTA-2026-03)

INFORMATION:

Staff is proposing an amendment to the section titled "Special Regulations for Certain Types of Uses" of the Comprehensive Zoning Ordinance. The intent of the amendment is to establish special regulations that will apply to the operation of Retail Smoke, Tobacco, and CBD Stores within the City of Roanoke in addition to the base-zoning development standards required within the base zoning districts where operation of this use is permitted.

Current Ordinance

The current zoning ordinance does not contain any supplemental regulations for Retail Smoke, Tobacco, and CBD Store use. Historically, this type of use has been considered "Retail Store - Miscellaneous".

Proposed Amendments

Staff is proposing the following Special Regulations that a Retail Smoke, Tobacco, and CBD store would be required to meet in to the proposed ordinance amendment that would alter the use chart to allow this type of use by Specific Use Permit.

1. Smoke/Tobacco/CBD Stores shall not be located within 1,000 feet from a school, family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar



AGENDA ITEM

uses.

2. The stores shall not be located within 1,000 feet from another smoke/tobacco/CBD store.
3. No stores with this use shall allow a minor that is not accompanied by their parent to enter or be present on the premises.
4. Signage stating minors cannot enter should be placed near the public entrance.
5. Before a Certificate of Occupancy is issued, the business must provide proof of the required state license to operate the business to the City.

Impacts on Current Establishments

As of the date of this staff report, there are 5 establishments that would have a use reclassified from "Retail - Misc" to "Retail Smoke/Tobacco/CBD Stores" if the text amendment is approved. These establishments would be considered legally non-conforming and would be able to continue operating as they currently operate. Each establishment and the property owners were notified via mail of the proposed text amendment and the potential impact on their business as required by City Ordinance.

Planning & Zoning Commission Action

On April 6, 2026, the Planning & Zoning Commission held a public hearing, and unanimously voted to recommend approval of the request.

STAFF RECOMMENDATION:

Staff recommends approval of the request.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ZTA-2026-03 - Exhibits

ORDINANCE No. 2026-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE VII, DIVISION 10 ENTITLED “SPECIAL REGULATIONS FOR CERTAIN TYPES OF USES” BY ADDING A NEW SECTION 12.932 ENTITLED “RETAIL SMOKE, TOBACCO, AND CBD STORES”; ESTABLISHING SUPPLEMENTAL REGULATIONS FOR RETAIL SMOKE, TOBACCO, AND CBD STORES; 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; and

WHEREAS, the City Council of the City of Roanoke, Texas, has determined that the following regulation is necessary in order to protect public health, safety, and welfare.

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 VII, Division 10 of the Code of Ordinances of the City of Roanoke, Texas, entitled “Special Regulations for Certain Types of Uses” is hereby amended by adding a new Section 12.932 entitled “Retail Smoke, Tobacco, and CBD Stores” which shall read as follows:

“Sec. 12.932. Retail Smoke, Tobacco, and CBD Stores.

- (a) *Purpose.* The regulation of smoke/tobacco stores/CBD (hemp related sales) stores is necessary and in the interests of the public health, safety and general welfare because there is the substantial likelihood of the establishment and operation of smoke/tobacco/CBD stores in the city. The expansion of these stores in the city could result in undesirable impacts to the community. Among these impacts are increased potential for tobacco sales to minors, greater opportunity for the sale of illegal drug paraphernalia that is marketed as tobacco paraphernalia, and heightened risk of negative aesthetic impacts, blight, and loss of property values of residential neighborhoods and businesses in close proximity to such uses. This section addresses the negative impacts of smoke shops and tobacco stores while providing a reasonable number of locations and zones for such establishments to locate within the city.
- (b) *Specific Use Permit and Standards.* A smoke/tobacco/CBD store shall require a special use permit (SUP). Standards to operate a smoke/tobacco/CBD store shall be as follows:
 - (1) Smoke/tobacco/CBD stores shall not be located within 1000 feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather.
 - (2) Smoke/tobacco/CBD stores shall not be located within 1,000 feet, measured property line to property line, from another smoke/tobacco/CBD store.
 - (3) No smoke/tobacco/CBD store shall knowingly allow or permit a minor, not accompanied by his or her parent or legal guardian, to enter or be present on the premises. It shall be the duty of the store and store's employees to identify and ascertain the age of any such person and to refuse admittance to person not of age
 - (4) Smoke/tobacco/CBD stores shall post clear signage, minimum of 8-1/2" x 11" with a minimum of 24 font, stating that minors may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance to the smoke/tobacco/CBD store. It shall be unlawful for a smoke/tobacco/CBD store to fail to display and maintain, or fail to cause to be displayed or maintained, such signage
 - (5) No smoke/tobacco/CBD store shall sell a tobacco product or e-cigarette to a minor.
- (c) *State Licensure.* Prior to the issuance of a certificate of occupancy permit, the business shall provide to the City proof of required state licensure to operate said smoke/tobacco/CBD store.
- (d) *Pre-existing Nonconforming Use.* Smoke/tobacco/CBD stores that are legally existing on the effective date of the ordinance may continue to operate as a pre-existing nonconforming use and shall not be required to obtain a special use permit. However, any change or expansion of the nonconforming use shall require compliance with this chapter.”

Section 3. PENALTY CLAUSE

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

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Section 6. EFFECTIVE DATE

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the _____ day of _____, 2026.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

Lindsay Rawlinson, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney



City of Roanoke

Notice of Public Hearing

Zoning Amendment

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HEARING DETAILS

Planning & Zoning Commission

Date: April 6, 2026

Time: 7:00 P.M.

Location: Roanoke City Hall – 500 S. Oak Street, Roanoke, Texas.

City Council:

Date: April 14, 2026

Time: 7:00 P.M.

Location: Roanoke City Hall – 500 S. Oak Street, Roanoke, Texas.

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3-19