

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



Carl E. Gierisch, Jr., Mayor

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

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

DECEMBER 13, 2022

7:00 PM

500 S. OAK STREET

ROANOKE, TX 76262-6732

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 cable broadcast, all speakers need to speak at the podium.

D. PRESENTATION

1. Human Resources Coordinator Melanie Curl will present Employee Recognitions for 2022.

E. CONSENT AGENDA

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



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

**December 13, 2022
Page 2 of 4**

1. Consider approval of the minutes from the regular City Council meeting held on November 8, 2022.
2. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Fire Protection Services.
3. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Ambulance Services.
4. Consider approval of an Interlocal Agreement between the City of Roanoke and the City of Watauga for Vehicle Maintenance Services.
5. Consider approval of 1st Choice Air Solutions authorizing the purchase of apparatus bay heaters for Roanoke Fire Department Station One.
6. Consider approval of Resolution No. 2022-118R authorizing the renewal of the City of Roanoke's participation in the state's cooperative purchasing program, Texas SmartBuy.
7. Consider approval of a Professional Service Agreement Between the City of Roanoke and Birkhoff, Hendricks & Carter for the design of a 2.0 Million Gallon Ground Storage Reservoir.
8. Consider approval of an Interlocal Agreement between the City of Roanoke and Frisco Independent School District for for the purchase of goods and services.
9. Consider approval of a Professional Services Agreement between the City of Roanoke and Focused Advocacy LLC for regulatory and legislative consulting services.
10. Consider approval of a Memorandum of Understanding (MOU) between the City of Roanoke and Benbrook Public Library for Courier Service.

F. NEW BUSINESS

1. Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Oak Street Corridor Zoning District – Civic Mixed Use Zone to Oak Street Corridor Zoning District – Civic Mixed Use Zone – Specific Use Permit (Oak Street Corridor Zoning District – Civic/Mixed Use Zone – SUP) to allow the sale of alcoholic beverages at Lot 1, Block D of the Roanoke City Center Brownstones Addition, an addition located within the City of Roanoke,



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

**December 13, 2022
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Denton County, Texas, and having a street address of 320 S. Oak Street, Suite No. 120, Roanoke, Texas. (Ordinance No. 2022-135 / SUP 2022-08)

2. Consideration and action on Ordinance No. 2022-135 a Specific Use Permit (SUP 2022-08) granting a change in zoning from Oak Street Corridor Zoning District – Civic Mixed Use Zone to Oak Street Corridor Zoning District – Civic Mixed Use Zone - Specific Use Permit (Oak Street Corridor Zoning District – Civic/Mixed Use Zone - SUP) to allow the sale of alcoholic beverages on Lot 1, Block D of the Roanoke City Center Brownstones Addition, an addition to the City of Roanoke, Denton County, Texas, and having a street address of 320 S. Oak Street Suite No. 120, Roanoke, Texas.
3. Consideration and action on a site plan request (SP 2022-13) from Austin Haynes for an automotive oil change shop on an approximate 0.366 acre tract of land located in the Homestead Retail Addition, Lot 1BR-2A, Block 6, and having an address of 1211 N Hwy 377, Roanoke, Denton County, Texas. The property is generally located on the west side of N US Hwy 377 between Hwy 114 and Marshall Creek Rd.
4. Consideration and action on a site plan request (SP 2022-14) from Craig Jacobson with RGA Architects on an approximate 1.7 acre tract of land located in the Henrietta Creek Business Park Addition, Lot 7, Block 1, Roanoke, Denton County, Texas. The property is generally located on the north side of Henrietta Creek Rd., approximately 1/4 mile west of S US Hwy 377.

G. EXECUTIVE SESSION

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

Section 551.074

The deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Municipal Court Judge and Municipal Court Associate Judges.

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.



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

**December 13, 2022
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RECONVENE INTO REGULAR SESSION

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

Section 551.074

The deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Municipal Court Judge and Municipal Court Associate Judges.

Section 551.087

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

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

H. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, December 8, 2022, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary

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

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



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 11/08/2022 - CC Minutes

MEETING DATE: December 13, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on November 8, 2022.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 11-08-2022

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



Carl E. Gierisch, Jr., Mayor

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

**MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
NOVEMBER 8, 2022
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

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

DEPT. STAFF: Chief of Police Jeriahme Miller, Fire Chief Chris Addington, Chief Financial Officer Vicki Rodriguez, Public Works Director Shawn Wilkinson, and Development Services Administrator J.R. Hames.

ABSENT: Mayor Pro Tem Holly Gray-Moore.

A. CALL CITY COUNCIL TO ORDER

City Council called to order at 7:00 p.m.
Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

Interim City Manager Cody Petree announced the November 22, 2022 City Council meeting has been cancelled due to the Thanksgiving Holiday.

Mr. Petree further announced the Hometown Holiday street festival, tree lighting, and parade would be held on Saturday, December 3, 2022, from 12:00 p.m. to 8:00 p.m.

Mayor Gierisch announced the Veteran's Day Parade was very successful and thanked city staff for their hard work.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION



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

**November 8, 2022
Page 2 of 3**

1. Mayor Gierisch presented certificates to the graduating class of the 2022 Citizen's Academy.

E. PROCLAMATION

1. Mayor Gierisch read a proclamation declaring November 7-11, 2022 as Municipal Court Week.

F. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember 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 October 25, 2022.
2. Consider approval of a Professional Service Agreement between the City of Roanoke and Peloton Land Solutions for the design of the Oak Street electrical project.
3. Consider approval of a Professional Services Agreement between the City of Roanoke and GFF Architects for a Facilities Master Plan.

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

Motion carried unanimously.

G. NEW BUSINESS

1. Motion made by Brian Darby second by David Thompson to adopt the Ordinance authorizing the issuance and sale of City of Roanoke Combination Tax and Revenue Certificates of Obligation, Series 2022A and approving all matters incident thereto. (Ordinance No. 2022-132)

For 6 Against 0 Abstain 0

2. Motion made by David Thompson second by David Brundage to approve Ordinance No. 2022-133, amending the Fiscal Year 2022-2023 Budget.

Motion carried unanimously.

3. Motion made by Brian Darby second by Bryan Moyers to adopt the Ordinance authorizing the issuance and sale of City of Roanoke Combination Tax and



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

November 8, 2022
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Revenue Certificates of Obligation, Series 2022B and approving all matters incident thereto. (Ordinance No. 2022-134)

For 6 Against 0 Abstain 0

H. EXECUTIVE SESSION

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

CITY COUNCIL DID NOT CONVENE INTO CLOSED SESSION.

Section 551.087

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

I. ADJOURNMENT

Motion made by David Thompson second by Brian Darby to adjourn the meeting at 7:24 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: Honorable Mayor and Council

SUBJECT: Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Fire Protection Services.

MEETING DATE: December 13, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Fire Protection Services.

INFORMATION:

This is the annual agreement between Denton County and the City for the provision of Fire Protection in the unincorporated areas of Denton County.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The COUNTY agrees to pay to the AGENCY for the full performance of services as provided in this Agreement the sum of \$10,000.00, payable upon execution of this Agreement, and further agrees to pay the sum of \$650.00 per fire call in the designated unincorporated areas of the COUNTY from October 1, 2022, to September 30, 2023. The COUNTY anticipates the AGENCY to run approximately 8 fire calls for a total funding of \$5,200.00 for fire calls. The total payments by the COUNTY to the AGENCY pursuant to this Agreement are estimated to be \$15,200.00.

ATTACHMENTS:

1. ILA - Denton County FY 2022-2023 Fire Protection Services
2. EXHIBIT A Fire 2023

THE COUNTY OF DENTON

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CITY OF ROANOKE
FIRE DEPARTMENT

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2022, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Roanoke Fire Department (“the **AGENCY**”).

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

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Roanoke; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2022, and ending September 30, 2023.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Roanoke in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "**Roanoke**" as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III. **PERFORMANCE OF SERVICE**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV. **COMPENSATION**

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$650.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2022, to September 30, 2023. The **COUNTY** anticipates the **AGENCY** to run approximately **8** fire calls for a total funding of **\$5,200.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$15,200.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V. **FINANCIAL RECORDS**

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.

RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.

RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.

APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.

DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.

TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

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

XIII.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

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

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this 13th day of December, 2022.

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

City of Roanoke
201 Fairway Drive
Roanoke, Texas 76262

By _____
Andy Eads
Denton County Judge

By _____
Name Christopher Addington
Title Fire Chief

ATTEST:

By: _____
Denton County Clerk

ATTEST:

By: _____
April S. Hill, City Secretary

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

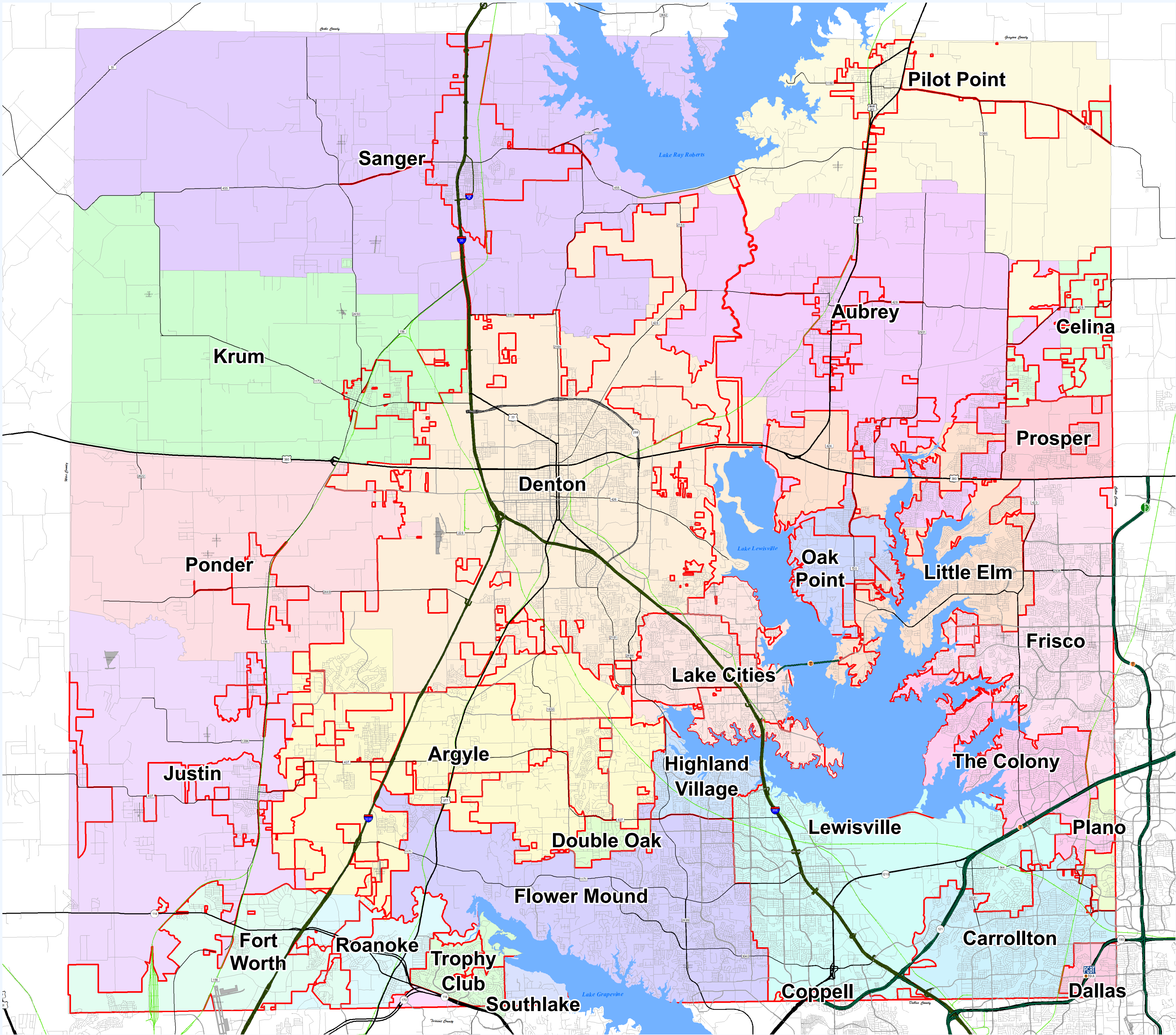
AUDITOR'S CERTIFICATE

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

Denton County Auditor

DENTON COUNTY

Exhibit A - Fire

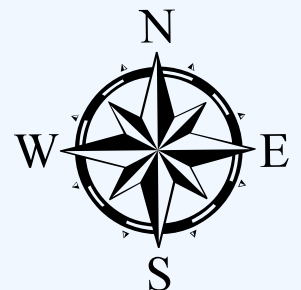


Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Ron Marchant - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4

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|--|---------------------|--|---------------|
| | INTERSTATE | | CEMETERY |
| | U.S. HIGHWAY | | RAILROADS |
| | STATE HIGHWAY | | AIRPORTS |
| | FARM TO MARKET | | STREAMS |
| | MAJOR THOROUGHFARES | | LAKES & PONDS |
| | MINOR ROADS | | |

City Population
Denton > 100,000
Lewisville 40,000- 100,000
Corinth 10,000- 39,999
Sanger 2,000- 9,999
Ponder < 2,000

NAD 1983 StatePlane
(Zone 5351)
Texas North Central
Lambert Conformal Conic



1 inch = 1.6 miles
November 09, 2022

This product is for informational purposes
and may not have been prepared for or be
suitable for legal, engineering, or surveying
purposes. It does not represent an on-the-ground
survey and represents only the approximate
relative location of property boundaries.

Denton County does not guarantee the correctness
or accuracy of any features on this product and
assumes no responsibility in connection therewith.
This product may be revised at any time without
notification to any user.

CONTACT INFORMATION
LANDMARK MAP: gis.dentoncounty.gov
E-MAIL: gis@dentoncounty.gov



Overview
Map



AGENDA ITEM

TO: Honorable Mayor and Council

SUBJECT: Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Ambulance Services.

MEETING DATE: December 13, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Ambulance Services.

INFORMATION:

This is the annual agreement between Denton County and the City for the provision of Emergency Medical Services in the unincorporated portions of Denton County.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

COUNTY agrees to pay to the AGENCY an estimated fee of \$5,391.00 (amount rounded to the nearest dollar) based on a funding formula as follows: 1. A fixed sum based on a population percentage .4677 per capita; said sum computes to \$3,816.85. 2. A fixed sum of \$249.7469 per ambulance transport for an estimated maximum amount of \$0.00. Said sum is based upon 0 transports made by the AGENCY in fiscal year 2022. 3. A fixed sum based on 2.11 rural miles in the agreed operating territory; said sum computes to \$1,574.13.

ATTACHMENTS:

1. ILA - Denton County FY 2022-2023 AmbulanceService
2. EXHIBIT A EMS 2023

THE COUNTY OF DENTON

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CITY OF ROANOKE
AMBULANCE SERVICES

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2022, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Roanoke, Texas (“the **AGENCY**”).

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

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Roanoke; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient emergency ambulance service; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2022, and ending on September 30, 2023.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
 - 1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 - 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III. **SERVICES**

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Roanoke in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV. **PERFORMANCE OF SERVICES**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$5,391.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4677 per capita; said sum computes to \$3,816.85.
2. A fixed sum of \$249.7469 per ambulance transport for an estimated maximum amount of \$0.00. Said sum is based upon 0 transports made by the **AGENCY** in fiscal year 2022.
3. A fixed sum based on 2.11 rural miles in the agreed operating territory; said sum computes to \$1,574.13.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an “ambulance call” for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII. GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII. ENTIRE AGREEMENT

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

XIV. LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV. SEVERABILITY

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

XVI. AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this 13th day of December, 2022.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By: _____
Andy Eads
Denton County Judge

AGENCY:

City of Roanoke
201 Fairway Drive
Roanoke, Texas 76262

By: _____
Name Christopher Addington
Title Fire Chief

ATTEST:

By: _____
Denton County Clerk

ATTEST:

By: _____
April S. Hill, City Secretary

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

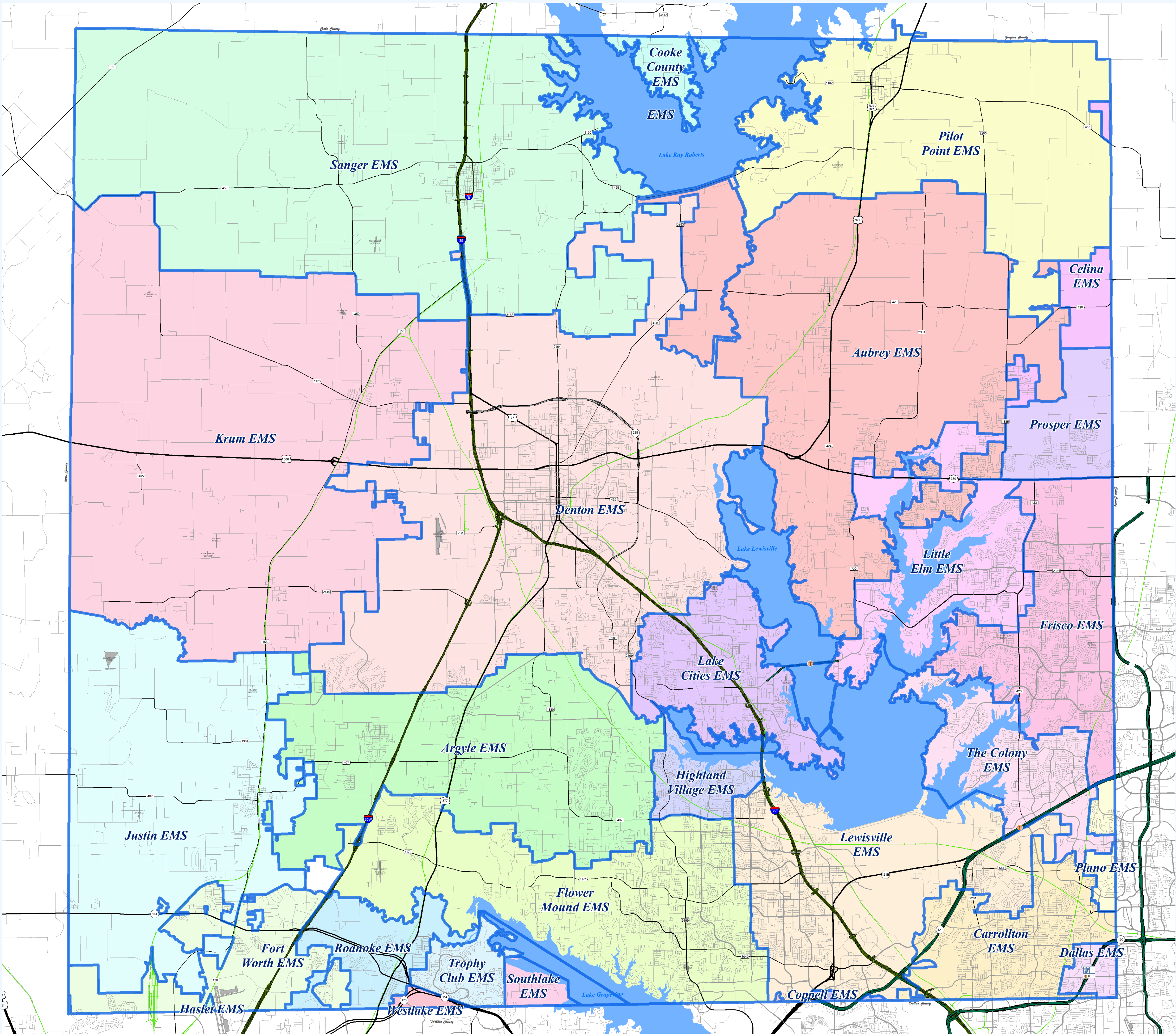
AUDITOR'S CERTIFICATE

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

Denton County Auditor

DENTON COUNTY

Exhibit A - EMS



Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Ron Marchant - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4

- | | | | |
|--|---------------------|--|---------------|
| | INTERSTATE | | CEMETERY |
| | U.S. HIGHWAY | | RAILROADS |
| | STATE HIGHWAY | | AIRPORTS |
| | FARM TO MARKET | | STREAMS |
| | MAJOR THOROUGHFARES | | LAKES & PONDS |
| | MINOR ROADS | | |

City Population
Denton > 100,000
Lewisville 40,000- 100,000
Corinth 10,000- 39,999
Sanger 2,000- 9,999
Ponder < 2,000

NAD 1983 StatePlane
(Zone 5351)
Texas North Central
Lambert Conformal Conic

1 inch = 1.6 miles
November 09, 2022

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

CONTACT INFORMATION
LANDMARK MAP: gis.dentoncounty.gov
E-MAIL: gis@dentoncounty.gov



Overview Map



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: ILA - City of Watauga

MEETING DATE: December 13, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and the City of Watauga for Vehicle Maintenance Services.

INFORMATION:

This agreement affords the fire department the ability to use the certified repair center in Watauga. We are not bound solely to utilize their services, but more so, are able to use their services which are often closer, more efficient and cost-effective.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ILA -Roanoke -Vehicle Maintenance 2022 FINAL

STATE OF TEXAS

INTERLOCAL AGREEMENT

TARRANT COUNTY

This Interlocal Agreement (the “**Agreement**”) is made and entered into by and, between The City of Watauga, Texas, a municipal corporation (hereinafter “**WATAUGA**”) and The City of ROANOKE, Texas, a municipal corporation (hereinafter “**ROANOKE**”).

WHEREAS, both WATAUGA and ROANOKE have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code; and

WHEREAS, the service agreement for Vehicle Maintenance (“Service Level Agreement”) contemplated under this Agreement is of mutual interest and benefit to ROANOKE and WATAUGA and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas; Watauga will provide vehicle maintenance services to ROANOKE, for a defined fee detailed below; and

WHEREAS, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the services regarding vehicle maintenance and in the interest of saving taxpayer funding; and

WHEREAS, all payments collected by WATAUGA from vehicle maintenance services provided to ROANOKE will be considered revenue to WATAUGA and that ROANOKE shall pay all invoices presented, as statutorily prescribed by Texas Government Code 2251 (Prompt Payment Act); and

WHEREAS, ROANOKE agrees to utilize the vehicle maintenance services provided by WATAUGA, in this agreement for the purposes of vehicle maintenance only to ROANOKE vehicles and equipment, and

NOW, THEREFORE, inconsideration of the mutual representations, terms and covenant hereafter set forth, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. STATEMENT OF WORK.

WATAUGA agrees to use reasonable efforts to perform the vehicle maintenance services described in the Service Level Agreement listed below in Section 2.

2. SERVICE LEVEL AGREEMENT – Services provided by WATAUGA:

- a. Schedule vehicle maintenance and repairs when notified by ROANOKE.
- b. Provide vehicle preventative maintenance and general repair services in a timely manner; and
- c. Process monthly repair invoices for payment.

3. WARRANTY – WATUAGA

Fleet Services will warrant repair labor for a period of 60 days;

- a. Parts will be warranted for 90 days, defective or failed parts will be replaced at no charge during warranty period;
- b. All vehicle batteries will have an eighteen (18) month free replacement period.

4. RATE SCHEDULE

Services provided by WATAUGA at the following rates - Preventive Maintenance (PM) services flat rated based on vehicle class as follows:

- a. Light duty PM - **\$109.29** + parts
- b. Heavy duty PM - **\$1,960.95** + parts
- c. Other repairs invoiced at cost plus labor rate of **\$109.29** per hour + parts
- d. Parts invoiced at cost plus 25%
- e. Transporting of equipment shall be billed out at the hourly rate of **\$109.29** an hour.
- f. Dispatch Watauga Service truck to repair equipment in field will be charged a **\$54.65** service call - **\$136.62/hr** + parts **during normal working business days** from 7:00 am till 4:00 pm or **\$163.94/hr** for afterhours + parts
- g. Dispatch third party vendors to truck in field (flat tires, etc.) – Third party costs + 25%
- h. Each new budget year after the first year, the rate schedule shall be increased per the Consumer Price Index for All Urban Consumers (CPI-U) for Series Title, Motor Vehicle repair in the U.S. city average, all urban consumers (Series ID CUSR0000SETD03) as reported in April of each year based on the percent change. In the event of a decrease, the rate schedule shall remain the same. The current **April 2022 CPI-U for this series is 203.359**. The increase shall be

automatically accepted unless each City/Town Manager agrees to other provisions prior to the final budget being accepted by the City/Town Council of both entities.

5. CONTRACT PAYMENTS

ROANOKE shall reimburse WATAUGA per Section 4 on a monthly basis.

Payments shall be sent to the following address:

City of Watauga
Finance Department
7105 Whitley Road
Watauga, TX 76148
Attention: Accounts Payable

Phone: 817-514-5800

Email: accountspayable@wataugatx.org

6. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

7. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERM

The initial term of this Agreement shall be for a term of the remaining fiscal 2022/2023 Budget year, beginning on _____ and expiring on September 30, 2023. Following the Initial Term, unless written notice is given by either party hereto to the other not less than ninety (90) day before the expiration of this Agreement, it shall be automatically renewed for another additional period of twelve (12) months from such expiration date and shall be automatically renewed thereafter for one additional twelve (12) month period for a maximum of **twenty-five**

(25) terms unless canceled by written notice giving not less than ninety (90) days before the expiration of any such renewal period. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that ROANOKE remains liable to WATAUGA for any outstanding invoices, if any.

9. TERMINATION

Notwithstanding anything to the contrary, either party may terminate this Agreement at any time by providing ninety (90) days written notice to the other party. Any failure by ROANOKE to timely pay any amounts due under the provisions of this Agreement shall be a material breach of this Agreement and WATAUGA may terminate this Agreement for such breach immediately.

10. RIGHTS AND OBLIGATIONS OF WATAUGA

- a. WATAUGA shall provide the Services at Watauga Fleet Maintenance Garage for in-house repairs.
- b. WATAUGA shall instruct any third-party certified vehicle and equipment maintenance providers to provide the same level of service to ROANOKE fire-fighting and emergency vehicles and equipment as it does for WATAUGA.
- c. The certified vehicle and equipment maintenance provider will bill WATAUGA directly for services provided.
- d. WATAUGA will provide services from Certified Emergency Vehicle Technicians.
- e. Watauga will drive equipment to third party maintenance providers.
- f. Watauga will inspect third party repairs prior to returning unit to ROANOKE.

11. RIGHTS AND OBLIGATIONS OF ROANOKE

- g. ROANOKE shall pay invoices received in accordance with the Texas Prompt Payment Act.
- h. ROANOKE shall at all times be responsible for submitting the appropriate documents with a request for Services to WATAUGA.
- i. ROANOKE shall be responsible for the delivery and pick-up of fire-fighting or emergency vehicles or equipment requiring services.
- j. ROANOKE shall be responsible for insuring vehicles and equipment.

12. SOVEREIGN IMMUNITY

Neither party to the Agreement waives any claim of sovereign immunity because of its participation in this Agreement. Nothing in this Agreement shall be construed as creating any right or obligation to any third party.

13. AMENDMENT

This Agreement may be amended by the mutual written agreement of both parties hereto. The parties agree to enter an amended Agreement in order to comply with any legislative changes related to this Agreement, or due to a determination by a court of competent jurisdiction of other government authority that would cause any provision of this Agreement to be out of compliance with the current law.

14. SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

15. GOVERNING LAW

The validity of this Agreement and any of its terms and provisions as well as rights and duties of the parties shall be governed by the laws of the State of Texas; and venue for any such action concerning this Agreement shall be and remain in the State District Court of Tarrant County, Texas.

16. FORCE MAJEURE

In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood, disease, epidemic, pandemic, quarantine, act of government, state of emergency, or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral, or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

THE CITY OF ROANOKE

CITY OF WATAUGA

Joshua Jones, City Manager

Date: _____

Date: _____

Authorized Person

Paul Hackleman, P.E.
Director of Public Works

Date: _____

Date: _____

Attest:

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

City/Town Attorney

City/Town Attorney



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Bay Heater purchase approval Roanoke Fire Department.

MEETING DATE: December 13, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

INFORMATION:

Purchase approval for a capital budget item for radiant heaters in the apparatus bay. This will cover the purchase and installation of a total of six heaters (four 30-foot and two 20-foot) radiant tube heaters.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The total cost for this portion of the project is \$54,821.00, payable in two portions.

ATTACHMENTS:

1. Choice Air Solutions



1st Choice Air Solutions LLC
2851 Tinsley Ln, Fort Worth, TX
76179
(817) 678-5580

Invoice 42728837
Invoice Date 10/28/2022
Completed Date 10/28/2022

Billing Address

Roanoke Fire Department
201 Fairway Drive
Roanoke, TX 76262 USA

Job Address

Douglas Parks
201 Fairway Drive
Roanoke, TX 76262 USA

Task #	Description	Quantity	Your Price	Total
Commercial Trip	Install four (4), 30 foot radiant tube heaters Install two (2) 20 foot radiant tube heaters All electrical, plumbing, labor, roof penetrations, permits, thermostats, thermostst wire, hanging and mounting hardware.	1.00	\$54,821.00	\$54,821.00
Begin Project 50% initial draw	Begin Project 50% initial draw bill out	1.00	\$-27,410.50	\$-27,410.50
Sub-Total				\$27,410.50
Tax				\$0.00
Total				\$27,410.50
Payment				\$0.00
Balance Due				\$27,410.50

Thank you for choosing 1st Choice Air Solutions LLC

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 5% per month shall be applied for overdue amounts.

Notice to Owner

Under the Texas Mechanic's and Materialman's Lien Law any contractor, subcontractor, laborer and Supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies has a right to enforce a claim against your property. A Lien may be placed on your property if any person furnishing material or labor executed a written contract that sets forth term of agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

Terms and Conditions

Customer agrees to hold 1st Choice Air Solutions, LLC harmless for the discovery on any of the following defective conditions:

1. Improper of faulty plumbing
2. Rusted or defective pipes
3. Acids in the drain system
4. Lines that are settled or broken
5. Existing illegal conditions
6. Defective Roofing
7. Existing Mold

Responsibilities of 1st Choice Air Solutions - Conditions and Limitations

1st Choice Air Solutions shall do all work in a good workmanlike manner. 1st Choice Air Solutions, LLC is not responsible for any existing illegal conditions or mold conditions.

Limited Warranty

1st Choice Air Solutions, LLC warrants its work to be free from defects in material and workmanship for the warranty period of one (1) year from completion unless otherwise stated in writing on the face hereof. All drain stoppages are warranted for a period of thirty (30) days from the completion unless otherwise stated in writing on the face hereof. All warranties are void if payment is not made when due. Warranties extend only to the customer and are not transferrable unless specified by the equipment manufacturer and complying with their terms and conditions. If a defect in materials or workmanship covered by this warranty occurs, 1st Choice Air Solutions, LLC will, with reasonable promptness during normal working hours, remedy the defect. In no event shall 1st Choice Air Solutions, LLC be held liable for water or other damages caused by any delay in remedying a defect. To obtain warranty performance notify 1st Choice Air Solutions, LLC of any defect of claims for breach at the address and telephone on the face hereof.

*This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to

recover damages in court or law or initiate arbitration. The notice must refer to Chapter 27 of Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 77.004 of the Texas Property Code.

Exclusions and limitations: 1st Choice Air Solutions will always take appropriate precautions to protect your property. However, the nature of our work can sometimes lead to natural consequences for which we will not assume responsibility. This notice is to inform you the property owner that it is your responsibility or your designated representative to remove and/or cover all items that potentially could be damaged by dust, debris or other material associated with this repair. Damage to drywall necessary to expose pipes, leaks, etc., to bricks when required to be removed for access, and other similar items are not the responsibility of 1st Choice Air Solutions. If it is necessary for living plants/shrubs/flowers/etc to be removed to facilitate repairs as determined necessary by 1st Choice Air Solutions or its representatives, it is understood that that there is no guarantee of survival during the repair process or after replanting. Watering of grass/plants or trees is not the responsibility of this contractor before, during, or after the repairs are completed. 1st Choice Air Solutions will not be held responsible for the natural consequences of our work which may cause damage to improvements to real property including, but not limited to, curbs, sidewalks, walkways, driveways, garages, patios, lawns, shrubs, sprinkler systems and other appurtenances on this property.

1st Choice Air Solutions will not provide and itemized breakdown of materials and labor for flat price work. However, 1st Choice Air solutions will provide an itemized list of all materials used to perform the necessary repair only upon request.

I find and agree that all work performed by 1st Choice Air Solutions LLC has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2022-118R - Texas SmartBuy Membership

MEETING DATE: December 13, 2022

DEPARTMENT: Finance

ITEM SUMMARY:

Consider approval of Resolution No. 2022-118R authorizing the renewal of the City of Roanoke's participation in the state's cooperative purchasing program, Texas SmartBuy.

INFORMATION:

The Texas SmartBuy Membership Program **empowers state funded local buyers such as cities, counties and school districts with access to the same best value and competitively bid statewide contracts as our state agencies.**

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

n/a

FINANCIAL CONSIDERATION:

Provides the city with greater purchasing power, which allows the city to save funds

ATTACHMENTS:

1. RES NO 2022-118R - Texas SmartBuy Membership Program



Texas SmartBuy Membership Program

RESOLUTION NO. 2022-118R

Resolution

State of Texas, County of Denton

(County Entity Located In)

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to **§§271.082 and 271.083 of the Local Government Code.**

Whereas, the Ronoake City Council
(Enter Board of Directors, City Council, Commissioner's Court, School Board, etc.)

of City of Roanoke, is a:
(Enter Name of Qualified Applicant/Entity)

(Check One of the Following)

- | | |
|--|--|
| ☐ Appraisal District | ☐ Charter/Academy School |
| ☐ Community Supervision/Corrections Department | ☐ Council of Governments/Planning Commissions |
| ☐ County | ☐ Education Service Center |
| ☐ Fire Prevention District | ☐ Hospital District |
| ☐ Judicial District | ☐ Junior/Community College |
| ☐ Library District | ☐ Mental Health/Mental Disability Organization |
| ☒ Municipality | ☐ School District |
| ☐ State-funded Assistance Organization | ☐ Texas Rising Star Care Provider |
| ☐ Special District | ☐ Utility District |
| ☐ Emergency Service | ☐ Drainage |
| ☐ Housing | ☐ Municipal |
| ☐ Political Subdivision | ☐ Special |
| ☐ Port or Transportation Authority | |
| ☐ Workforce Development Board | |

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to §271.081 of the Local Government Code.

Cody Petree, Interim City Manager and

Primary Contact and Title

Vicki Rodriguez, Chief Financial Officer

Secondary Contact and Title

is/are authorized to execute all documentation for City of Roanoke pertaining to its participation in the
(Entity Name)

Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

Whereas, City of Roanoke acknowledges its obligation to pay annual participation fees established by the
(Entity Name)

Texas Comptroller of Public Accounts.

Now, Therefore Be it Resolved, that request be made to the Texas Comptroller of Public Accounts to approve

City of Roanoke for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

Adopted this _____ day of _____, _____ by City of Roanoke
(Entity Name)

By: _____

Signature of Chair

Printed Name and Title of Chair

Cody Petree, Interim City Manager

Signature of Primary Contact

Printed Name and Title of Primary Contact

Vicki Rodriguez, Chief Financial Officer

Signature of Secondary Contact

Printed Name and Title of Secondary Contact



Glenn Hegar

Texas Comptroller of Public Accounts



AGENDA ITEM

TO: City Manager

SUBJECT: Consider approval of a Professional Service Agreement with Birkhoff, Hendricks & Carter

MEETING DATE: December 13, 2022

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval of a Professional Service Agreement Between the City of Roanoke and Birkhoff, Hendricks & Carter for the design of a 2.0 Million Gallon Ground Storage Reservoir.

INFORMATION:

The professional service agreement between the City of Roanoke and Birkhoff, Hendricks & Carter includes the design of a 2.0 Million Gallon Ground Storage Reservoir to be constructed at the North Gateway pump station.

STAFF RECOMMENDATION:

Staff Recommends Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The total financial impact of the design is One Hundred Seventy Thousand One Hundred Sixty Dollars and No/100 Cents (\$170,160.00).

ATTACHMENTS:

1. Professional Services Agreement BH&C 2MG GST

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Roanoke, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The City desires to engage the services of the Engineer to complete engineering analysis and a report for the **2.0 Million Gallon Northgate Ground Storage Reservoir No. 2**, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are non-intended to create any third-party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit “B” and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit “C” and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit “C”. City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer

shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer's record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. *Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City staff below via email or mail to the following address:

Mr. Shawn Wilkinson
Director of Public Works
City of Roanoke
265 Marshall Creek Road
Roanoke, Texas 76262
Phone: (817)-491-6099

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer below via email or mail to the following address:

Andrew Mata Jr., P.E.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date the sending party posts such notice or communication.

XIV. Texas Board of Professional Engineers & Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.

XV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XVI. Indemnification Clause

CONSULTANT AGREES TO INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY,

CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

XVII. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF ROANOKE, TEXAS

A Texas Home-Rule Municipal Corporation

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

A Texas Limited Liability Partnership

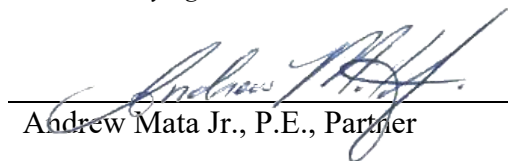
Texas Board of Professional Engineers & Land Surveys

Engineering Firm No. 526

Land Surveying Firm No. 100318-06

By: _____

By:



Andrew Mata Jr., P.E., Partner

November 21, 2022

Date: _____

Date: _____

ATTEST

By: _____

EXHIBIT "A"

ENGINEERING SERVICES

2.0 MILLION GALLON NORTHGATE GROUND STORAGE RESERVOIR 2.0

PART I: PRELIMINARY PLAN

Preparation of plans, specifications and bidding documents for a 2.0-million gallon AWWA D110, Prestressed Concrete Ground Storage Reservoir with a 20-foot side water depth to match the existing ground storage reservoir No. 1, and based on the following items:

- 1) Specifications based on following standards:
 - ▷ American Water Works Association (AWWA)
 - ▷ American Nation Standards Institute (ANSI)
 - ▷ American Society of Testing Materials (ASTM)
 - ▷ National Sanitation Foundation (NSF)
 - ▷ American Concrete Institute (ACI)
- 2) Tank Accessories to include the following:

▷ Pipe Connections	▷ Roof Hatches
▷ Over Flow	▷ Vent
▷ Drain	▷ Level Monitoring
▷ Tank Ladders	▷ Sample Port
▷ Railing	▷ Mixer Connections
- 3) Formulate Engineers' Opinion of Probable Construction Cost.
- 4) Create Cover Sheet, Location Map and Sheet Index.
- 5) Prepare Plan of Site, Laying Out Reservoir on the Exist Northgate Pump Station Site.
- 6) Prepare Grading Plan, Prepare Erosion Control Plan.
- 7) Prepare Reservoir Sections, Reservoir Piping Plan and Reservoir Details.
- 8) Prepare Technical Specifications for AWWA D110 Type III Reservoir.
- 9) Submit Preliminary Plans at 60% and 90% for City Review.
- 10) Meet with City to discuss City Comments.
- 11) Revise Preliminary Plans 60% and 90% and Submit to the City.
- 12) At 90% Prepare Opinion of Probable Construction Cost.

PART II: FINAL DESIGN

- A. Revise 90% preliminary plans for, ground storage improvements incorporating comments from the City.
- B. Finalize construction plans, specifications, and bidding documents.
- C. Prepare final quantity take-off and prepare opinion of probable construction cost based on final plans.
- D. Submit final bid documents including bid proposal forms, construction plans, specifications, and contract documents to City for bidding. E. Submit plans to TCEQ for their review and comment.

PART III: BIDDING PHASE

- A. Assist the City staff in advertising for bids. This will include e-mailing “Notice to Contractors” to contractors experienced in this type of construction. City will have Notice published in local newspaper at City’s cost.
- B. Sell bidding documents to potential suppliers and other parties. Provide copy of documents to the two (2) AWWA D110 Type III Contractors.
- C. Assist during opening of bids and provide bidding tally sheets.
- D. Provide bid tabulation, in PDF format, to City and Contractors who submitted bids.
- E. Obtain the following information from the lowest bidder:
 - 1. Past work history,
 - 2. Physical resources to produce the project.

Formulate opinion from information received and provide the City at their request, a summary of the opinion for their use in selection and award of the construction contract.

PART IV: CONSTRUCTION PHASE

- A. Process contracts for signatures by Contractor and City.
- B. Furnish five (5) sets of prints of the final plans, specifications, and contract documents to the City for construction use by the City and Contractor.
- C. Attend the Pre-Construction Conference, including preparing an agenda. Meeting to be conducted by City facilities.

- D. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters.
- E. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- F. Provide written responses to requests for information or clarification to City and/or Contractor.
- G. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- H. Prepare monthly pay request form, from information obtained from Contractor and/or City Inspector and submit to City with recommendation for payment.
- I. Accompany the City during their final inspection of the project. Prepare punch-list of items found during City's inspection that requires Contractor action.
- J. Assist City in selecting activities testing laboratory for concrete and paint testing.

PART V: ADDITIONAL SERVICES

- A. Survey for Design: Complete field surveys on the Northgate Pump Station Site in the vicinity of the proposed ground storage reservoir and area for staging.
- B. Geotechnical Investigation: Complete geotechnical investigation for the ground storage reservoir to include four soil borings.
- C. Reproduction: Printing of documents for review and for construction.
- D. Prepare Record Drawings: Utilizing on-site Representative and Contractor's construction record information, prepare one set of reproducible record drawings, and provide an electronic copy in PDF format.

PART VI: EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Contractor's means and methods.
- C. Environmental impact statements and assessments.
- D. Fees for permits.
- E. Fees for publicly advertising the construction project.
- F. Fiduciary responsibility to the Client.
- G. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- H. Phasing of Contractor's work and site plan process.
- I. Quality control and testing services during construction.
- J. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- K. Trench safety designs.

EXHIBIT "B"

COMPLETION SCHEDULE

Notice to Proceed	December 5, 2022
Begin Field Surveys	December 19, 2022
Complete Geotechnical Investigation	January 20, 2023
Submit Preliminary Plans to City for Review 60%	March 24, 2023
Submit Preliminary Plans to City for Review 90%	May 5, 2023

Complete Final Plans	May 26, 2023
Advertise Project	June 2023
Receive Bid	June 2023
Award Contract	July 2023
Notice to Proceed	July 2023
Construction	August 2023

EXHIBIT “C”

PAYMENT SCHEDULE

Payment for engineering services described under Parts I, II, III, and IV shall be based on a lump sum amount of One Hundred Fifty-Five Thousand, Six Hundred Sixty Dollars (\$155,660.00). Invoices will be posted monthly based upon the percent of work completed for Parts I through IV.

The following is a summary of the estimated charges for the various elements of the proposed services:

Basic Services:	Probable Const. Cost:	Engineering Fee: ■
Ground Storage	(\$2,200,000)	\$120,560
Bidding Services:		
■ Ground Storage		\$4,000
Construction Administration:		
■ Ground Storage		<u>\$31,100</u>
		\$155,660

Payment for Additional Services described under Part V shall be on the basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$173.00 per hour, inclusive of all equipment rentals and software licensing. Expenses shall be at invoice cost times a multiplier of 1.15. Payment is due within 30 calendar days of invoice.

Additional Services:	
■ Field Surveys for Design	\$2,800
■ Geotechnical Investigation	\$9,200
■ Reproduction	\$1,000
■ Record Drawing	<u>\$1,500</u>

\$14,500
TOTAL: \$170,160

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ILA - Frisco ISD

MEETING DATE: December 13, 2022

DEPARTMENT: Finance

ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and Frisco Independent School District for for the purchase of goods and services.

INFORMATION:

This ILA would allow the City to work with RTEL Construction to run fiber optic network lines to the Fire Department. Frisco ISD went through a competitive bid process in 2020 and we wish to also obtain the same pricing from their RFP. The City of Roanoke previously selected RTEL Construction via RFP in 2018 for construction of fiber optic network lines to connect City Hall to the Police Department. RTEL also constructed the fiber from old City Hall to the Library in 2012. RTEL is familiar with Roanoke and will be able to tap into existing fiber runs to save costs.

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

This project was approved as part of the FY23 budget process.

ATTACHMENTS:

1. Interlocal Agreement City of Roanoke FINAL - Frisco ISD

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 12th day of December, 2022, by and between the FRISCO INDEPENDENT SCHOOL DISTRICT, Texas (hereinafter called "FRISCO INDEPENDENT SCHOOL DISTRICT"), and the CITY OF ROANOKE, Texas (hereinafter called "ROANOKE"), each acting by and through its duly authorized officials:

WHEREAS, FRISCO INDEPENDENT SCHOOL DISTRICT and ROANOKE are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, FRISCO INDEPENDENT SCHOOL DISTRICT and ROANOKE wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which FRISCO INDEPENDENT SCHOOL DISTRICT and ROANOKE may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of FRISCO INDEPENDENT SCHOOL DISTRICT and ROANOKE through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, FRISCO INDEPENDENT SCHOOL DISTRICT and ROANOKE have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; FRISCO INDEPENDENT SCHOOL DISTRICT and ROANOKE agree as follows:

1. FRISCO INDEPENDENT SCHOOL DISTRICT and ROANOKE may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. FRISCO INDEPENDENT SCHOOL DISTRICT and ROANOKE shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. FRISCO INDEPENDENT SCHOOL DISTRICT and ROANOKE shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on December 12, 2023, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

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

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

FRISCO INDEPENDENT SCHOOL DISTRICT

CITY OF ROANOKE

By: Rene Archambault
President, Frisco ISD Board of Trustees

By: Cody Petree
Interim City Manager

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022, by **xxx** of the **FRISCO INDEPENDENT SCHOOL DISTRICT, TEXAS**, a public school district, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 13th day of December, 2022, by Cody Petree, Interim City Manager of the **CITY OF ROANOKE, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PSA - Focused Advocacy, LLC

MEETING DATE: December 13, 2022

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of a Professional Services Agreement between the City of Roanoke and Focused Advocacy LLC for regulatory and legislative consulting services.

INFORMATION:

This agreement is for our consultant to maintain our Qualified Hotel Project designation and to update the legislative bill with our latest population counts. They also represent the City on other legislative issues.

STAFF RECOMMENDATION:

Approve agreement

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

\$8,333.33 per month

ATTACHMENTS:

1. 2022-23 Contract - City of Roanoke Focused Advocacy



Contract
Full Service Legislative & Regulatory Consulting Services
City of Roanoke & Focused Advocacy

This contract (hereinafter the “Agreement”) represents an agreement between **Focused Advocacy, LLC**. (“the Consultant”) as located at 816 Congress Avenue, Suite 370, Austin, Texas 78701, and the **City of Roanoke** (“the City”) as located at 500 S Oak St, Roanoke, TX 76262.

1. **Term.** The term of this Agreement shall be for 12 months from **December 1, 2022 thru November 30, 2023**.
2. **Renewal.** At the mutual agreement of both parties and as evidenced by a written memorandum, this Agreement may be renewed for three (3) additional 12-month periods.
3. **Scope of Services.** The scope of services to be provided by the Consultant during the term of this Agreement is expressly limited to the following:
 - a. Represent the City’s general interests before the Texas legislature as guided by the City’s publicly adopted legislative positions and agenda;
 - b. Provide general guidance and assistance to the City to develop a legislative agenda that advances the health, safety, and welfare of the City’s citizens;
 - c. Develop strategies to gain public for support the City’s legislative and regulatory goals;
 - d. Develop strategies to advance the City’s legislative and regulatory goals within the legislative process;
 - e. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens;
 - f. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;
 - g. Provide the City staff and Council with timely updates regarding the status of pending legislation;

- h. Utilize proprietary software to help the City monitor the progress of legislation that affects the City;
- i. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and the interim);
- j. Assist with the preparation and drafting of legislation and amendments;
- k. Assist with the development and drafting of letters, speeches, and other advocacy materials;
- l. Assist with the preparation of City officials who testify before legislative bodies; and
- m. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
- n. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings; and
- o. As directed, engage with state agency staff and personnel to protect, or advance the City's interests during administrative rule-making proceedings.

4. Expansion of Scope of Services.

- a. This Agreement is expressly limited to the scope of services detailed herein.
- b. This Agreement does not include services to identify or provide private financing options, develop, or operate a hotel nor to submit to Comptroller of Public Accounts requests for private letter rulings or apply for tax rebates.
- c. Any additional services requested by the City will necessitate an amendment to this Agreement with new terms and a new retainer compensation arrangement.

5. **Acknowledgement.** Client acknowledges and consents to the Consultant providing the same or similar services to other clients and the passage of the legislation the Client desires may require qualifying other cities for the same or similar legal entitlements.

6. Retainer & Billing.

- a. In consideration for the performance of the services outlined in this Agreement, the City agrees to pay the Consultant eight-thousand three-hundred and thirty-three dollars and thirty-three cents (\$8,333.33) per-month.
- b. Monthly invoices will be sent on or around the first day of each month and payable by the 15th day of each month.
- c. Payment shall either be deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 816 Congress Avenue, Suite 370, Austin, Texas 78701.
- d. Certain services required by this contract and other services as requested by the Client from time-to-time not described by this contract will be provided by BCS, an affiliate business operation of Focused Advocacy with common ownership.

7. Reimbursement of Expenses.

- a. The City agrees to and shall reimburse Consultant three hundred and fifty dollar (\$350) per month for the meals and related out of pocket expenses incurred by the Consultant associated with the client-related business meetings hosted by the Consultant in furtherance of the duties and services required by this Agreement.
- b. This is a fixed-amount, monthly reimbursement and will not be accompanied by receipts.
- c. The City agrees to reimburse the Consultant for these expenses at the same time it pays the monthly retainer.
- d. In addition, the City will reimburse The Consultant for any reasonable and customary expenses related to any travel requested of the Consultant by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals).

8. Contract for Professional Services. The parties to this Agreement mutually acknowledge and understand that pursuant to Section 252.022(a)(4) of the Texas Local Government Code, a procurement for professional services such as the service



contained in this Agreement is exempt from the competitive bid or proposal requirement.

9. Termination.

- a. Any termination of this Agreement by the City requires ninety-days (90) written notice effective from the date written notice is delivered to the Consultant. The City is responsible for payment of the retainer through the end of the termination period and the Consultant shall be fully compensated by the City through any early termination date regardless of the appropriation of funds by the City.
- b. The City may terminate the contract with thirty days (30) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

10. Points of Contact. Unless directed otherwise, the City Manager shall act as the point of contact for the City and Brandon Aghamalian shall act as the point of contact for the Consultant. The Consultant will take its direction and work orders from the City Manager.

11. Compliance with Texas Ethics Laws. The Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

12. Conflicts of Interest.

- a. Should any other client of the Consultant take a position on a piece of legislation that is in opposition to the position of the City or should the Consultant believe that its representation of the City is materially affected by the position taken by another client, the Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date the Consultant became aware of the conflict.
- b. The Consultant must obtain written permission from the City to continue its representation.



- c. If the conflict is between the City and any other client of the Consultant that is private sector organization, the Consultant agrees to resolve the conflict in favor of the City.

13. Consultant Relationship. It is understood by the parties that the Consultant is an independent contractor for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

14. Confidentiality.

- a. If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this Agreement and as required by law.
- b. It is understood by The Consultant that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.

15. Entire Agreement and Modifications.

- a. This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.
- b. This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by both parties.

This contract is accepted and effective as of **October 1, 2022** as evidenced by the execution hereof and the signatures of the undersigned.

Signature – City of Roanoke

A handwritten signature in black ink, appearing to be "BTL", written over a horizontal line.

Signature – Focused Advocacy



Printed name & title

Brandon Aghamalian, President

Printed name & title

Date

December 5, 2022

Date



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Benbrook Library Courier Service Agreement

MEETING DATE: December 13, 2022

DEPARTMENT: Library

ITEM SUMMARY:

Consider approval of a Memorandum of Understanding between the City of Roanoke Public Library and Benbrook Public Library for courier service of cross-borrowed library items.

INFORMATION:

This memorandum of understanding allows Roanoke Public Library to use the equipment and staff provided by Benbrook Public Library to courier library items borrowed from and lent to other member libraries of the MetroShare Community of Libraries. This courier service is replacing our expired agreement with TransAmigos Express, whose cost had become unsustainable.

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The first year's cost of service is \$2,790, which will be covered by a grant to the MetroShare Library Community from the Texas State Library and Archives Commission. The cost for subsequent years of service will be included in the department's annual budget.

ATTACHMENTS:

1. Library Memorandum of Understanding Courier

STATE OF TEXAS

COUNTY OF TARRANT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Benbrook Library District, the City of Burleson, Texas; the City of Decatur, Texas; the City of Haltom City, Texas; the City of Haslet, Texas; the City of Keller, Texas; the City of Richland Hills, Texas; the City of Roanoke, Texas; the City of Saginaw, Texas; the City of Watauga, Texas; and the Forest Hill Library District, each governmental entities organized under the laws of the State of Texas (individually referred to as “Party” and collectively as “Parties”) effective October 1, 2022.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, the Benbrook Library District (“Benbrook”), the Cities of Burleson, Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, and Watauga (collectively referred to herein as “the Cities”) and the Forest Hill Library District (“Forest Hill”) have entered into an MOU for the reciprocal lending of library materials (“Reciprocal Lending Agreement”); and

WHEREAS, Benbrook desires to acquire a vehicle suitable for transporting books and other library materials to other libraries participating in the Reciprocal Lending Agreement; and

WHEREAS, the Cities and Forest Hill have the need to transport books and other library materials to other libraries participating in the Reciprocal Lending Agreement.

NOW, THEREFORE, Benbrook, the Cities, and Forest Hill hereby contract, agree, and covenant for good and valuable consideration as follows:

I.

A. Benbrook’s Responsibilities: Benbrook agrees to:

1. Acquire, maintain, and insure a vehicle suitable for the transportation of books and other library materials.
2. Hire an employee whose primary responsibility will be to transport books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties.
3. Use its best efforts to schedule the delivery of books and other library materials shared in accordance with the Reciprocal Lending Agreement to each of the Parties on a consistent basis in accordance with the Schedule set forth in Exhibit A attached

hereto and incorporated herein. However, Benbrook shall have no responsibility for delivering materials on days on which Benbrook is closed.

4. Provide a monthly report at the MetroShare Director's meeting regarding the services provided herein.

B. The Cities and Forest Hill's responsibilities: The Cities and Forest Hill agree to:

1. Reimburse Benbrook for (i) a proportionate share of gasoline expenses incurred by Benbrook under this MOU; and (ii) a proportionate share of the salary of the employee hired by Benbrook in accordance with Paragraph I.A.2 over and above any grant funding received from the Texas State Library and Archives Commission for this purpose. The amount to be paid by the Cities and Forest Hill is outlined in Exhibit B attached hereto and incorporated herein.
2. The payment required by paragraph I.B.1 above shall be paid within thirty (30) days of execution of this MOU.

C. Dispute Resolution: Disputes arising between the parties regarding lost materials shall be resolved by the library directors involved in the dispute. Should the Parties fail to resolve the dispute, the President of MetroShare will review the matter and issue a final determination. If the President is involved in the dispute, then the Vice President will issue a final determination.

II.

A. Term: The term of this MOU is for a period of one year beginning on October 1, 2022, and ending September 30, 2023. This MOU shall automatically renew for successive one (1) year terms unless terminated as provided in Section II.B. below.

B. Termination: Any Party to this MOU may, without stating cause or justification, terminate this MOU by giving written notice to the other Parties at least sixty (60) days in advance of the expiration of the then current Term. Upon termination, the MOU and the Parties' obligations will continue through the then current Term.

III.

Each Party shall operate hereunder as an independent contractor and not as an officer, member, trustee, agent, servant, or employee of any other Party. Each Party shall be solely responsible for the acts and omissions of its officers, members, trustees, agents, servants, and employees. No Party shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of officers, members, trustees, agents, servants, or employees of any other Party.

IV.

Nothing in this MOU shall waive any statutory or common-law immunity or defense of Benbrook, the Cities, or Forest Hill, nor shall anything contained within this MOU inure to the benefit of any third party.

V.

The persons executing this MOU are duly authorized to sign this MOU on behalf of such Party.

VI.

This MOU contains the entire agreement of the Parties with respect to the subject matter hereof. Each Party has participated in the negotiation and review of this MOU and the terms of this MOU shall not be construed against or in favor of a Party hereto merely because such Party or its counsel is a drafter of this MOU.

VII.

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

Benbrook Representative: Director-Benbrook Public Library 1065 Mercedes St. Benbrook, TX 76126	Burleson Representative: Deputy Director-Burleson Public Library 248 S.W. Johnson Ave. Burleson, TX 76028
Decatur Representative: Director-Decatur Public Library 1700 S. Highway 51 Decatur, TX 76234	Forest Hill Representative: Director-Forest Hill Public Library 6962 Forest Hill Dr. Forest Hill, TX 76140
Haltom City Representative: Director-Haltom City Public Library 4809 Haltom Rd. Haltom City, TX 76117	Haslet Representative: Director-Haslet Public Library 100 Gammill St. Haslet, TX 76052
Keller Representative: Director-Keller Public Library 640 Johnson Rd. Keller, TX 76248	Richland Hills Representative: Director-Richland Hills Public Library 6724 Rena Dr. Richland Hills, TX 76118
Roanoke Representative: Library Manager-Roanoke Public Library 308 S. Walnut St. Roanoke, TX 76262	Saginaw Representative: Director-Saginaw Public Library 355 W. McLeroy Blvd. Saginaw, TX 76179
Watauga Representative: Director-Watauga Public Library 7109 Whitley Rd. Watauga, TX 76148	

{ SIGNATURE PAGES TO FOLLOW }

EXECUTED this _____ day of _____, 2022 by the
Benbrook Library District.

BENBROOK LIBRARY DISTRICT

By: _____
Carol Hafer
President, Board of Trustees

Attest:

EXECUTED this _____ day of _____, 2022 by the
City of Burleson, Texas.

CITY OF BURLESON, TEXAS

By: _____
Bryan Langley, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Decatur, Texas.

CITY OF DECATUR, TEXAS

By: _____
Mara Nate

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Haltom City, Texas.

CITY OF HALTOM CITY, TEXAS

By: _____
Rex Phelps, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Haslet, Texas.

CITY OF HASLET, TEXAS

By: _____
Gary Hulse, Mayor

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Keller, Texas.

CITY OF KELLER, TEXAS

By: _____
Mark Hafner, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Richland Hills, Texas.

CITY OF RICHLAND HILLS, TEXAS

By: _____
Candice Edmondson, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Roanoke, Texas.

CITY OF ROANOKE, TEXAS

By: _____
Cody Petree, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Saginaw, Texas.

CITY OF SAGINAW, TEXAS

By: _____
Gabe Reaume, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
City of Watauga, Texas.

CITY OF WATAUGA, TEXAS

By: _____
Joshua Jones, City Manager

ATTEST:

City Secretary

EXECUTED this _____ day of _____, 2022 by the
Forest Hill Library District.

FOREST HILL LIBRARY DISTRICT

By: _____
Dr. Nicole Johnson
President, Board of Trustees

ATTEST:

EXHIBIT A

Route

The Benbrook Van will be leaving Benbrook and traveling to the following stops on Mondays and Fridays:

From	To	Mileage	Travel Time
Benbrook	Burleson	17.2	20
Burleson	Keller	33	50
Keller	Decatur	35.3	50
Decatur	Benbrook	50.2	60

The Benbrook Van will be leaving Benbrook and traveling to the following stops on Tuesdays and Thursdays:

From	To	Mileage	Travel Time
Benbrook	Burleson	17.2	20
Burleson	Forest Hill	12.2	15
Forest Hill	Richland Hill	14.4	25
Richland Hill	Haltom City	3.6	10
Haltom City	Watauga	3.8	10
Watauga	Keller	5.6	15
Keller	Roanoke	4.6	15
Roanoke	Haslet	9.2	20
Haslet	Saginaw	10.7	25
Saginaw	Benbrook	17.6	25

This route is subject to change with notice.

Library Closings

On the days that Benbrook Library is closed, no deliveries will be made. These are the following days for FY23:

Thursday, November 24th
Friday, November 25th
Friday, December 23rd
Monday, December 26th

Monday, January 2nd
Monday, May 29th
Tuesday, July 4th
Monday, September 4th

Benbrook will decide if the weather is not fit for driving. If the days can be made up for inclement weather, they will be made up on Wednesday. If a partner library will be closed for a day, then they will need to let Benbrook Library know when possible.

EXHIBIT B

The following amounts will be paid by each Party, including the \$468 cost of gas.

	% of 2021 Budget budget		Gas	Courier Yr 1	TOTAL
Benbrook					
Burleson	\$ 1,326,038	17%	\$468	\$813	\$ 1,281
Forest Hill	\$ 313,948	4%	\$468	\$193	\$ 661
Richland					
Hills	\$ 376,848	5%	\$468	\$231	\$ 699
Haltom					
City	\$ 975,513	13%	\$468	\$598	\$ 1,066
Keller	\$ 1,653,429	22%	\$468	\$1,014	\$ 1,482
Roanoke	\$ 613,383	8%	\$468	\$376	\$ 844
Decatur	\$ 552,072	7%	\$468	\$339	\$ 807
Haslet	\$ 330,354	4%	\$468	\$203	\$ 671
Saginaw	\$ 627,404	8%	\$468	\$385	\$ 853
Watauga	\$ 811,846	11%	\$468	\$498	\$ 966
TOTALS	\$ 7,580,835	100%	\$4680	\$4,650	\$ 9,330



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: PH Notice - Ordinance No. 2022-135 / SUP 2022-08

MEETING DATE: December 13, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Oak Street Corridor Zoning District – Civic Mixed Use Zone to Oak Street Corridor Zoning District – Civic Mixed Use Zone – Specific Use Permit (Oak Street Corridor Zoning District – Civic/Mixed Use Zone – SUP) to allow the sale of alcoholic beverages at Lot 1, Block D of the Roanoke City Center Brownstones Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 320 S. Oak Street, Suite No. 120, Roanoke, Texas. (Ordinance No. 2022-135 / SUP 2022-08)

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2022-135 - SUP-2022-08 alcohol - Lot 1 Block D - 320 S Oak Street - jlm draft - 101422



City of Roanoke Notice of Public Hearing Zoning Amendment

CITY OF ROANOKE PLANNING AND ZONING COMMISSION SUP-2022-08

THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, DECEMBER 5, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A CHANGE IN ZONING FROM OAK STREET CORRIDOR ZONING DISTRICT – CIVIC MIXED USE ZONE TO OAK STREET CORRIDOR ZONING DISTRICT – CIVIC MIXED USE ZONE – SPECIFIC USE PERMIT (OAK STREET CORRIDOR ZONING DISTRICT – CIVIC/MIXED USE ZONE – SUP) TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES AT LOT 1, BLOCK D OF THE ROANOKE CITY CENTER BROWNSTONES ADDITION, AN ADDITION LOCATED WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND HAVING A STREET ADDRESS OF 320 S. OAK STREET SUITE NO. 120, ROANOKE, TEXAS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S. OAK STREET, ROANOKE, TEXAS.

ROANOKE CITY COUNCIL SUP-2022-08

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, DECEMBER 13, 2022, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A CHANGE IN ZONING FROM OAK STREET CORRIDOR ZONING DISTRICT – CIVIC MIXED USE ZONE TO OAK STREET CORRIDOR ZONING DISTRICT – CIVIC MIXED USE ZONE – SPECIFIC USE PERMIT (OAK STREET CORRIDOR ZONING DISTRICT – CIVIC MIXED USE ZONE – SUP) TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES AT LOT 1, BLOCK D OF THE ROANOKE CITY CENTER BROWNSTONES ADDITION, AN ADDITION LOCATED WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND HAVING A STREET ADDRESS OF 320 S. OAK STREET SUITE NO. 120, ROANOKE, TEXAS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S. OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Tuesday, November 15, 2022, by 5:00 p.m.



April S. Hill, City Secretary

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

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



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Specific Use Permit (SUP 2022-08) 320 S Oak Suite No. 120 Alcohol Sales

MEETING DATE: December 13, 2022

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on Ordinance No. 2022-135 a Specific Use Permit (SUP 2022-08) granting a change in zoning from Oak Street Corridor Zoning District – Civic Mixed Use Zone to Oak Street Corridor Zoning District – Civic Mixed Use Zone - Specific Use Permit (Oak Street Corridor Zoning District – Civic/Mixed Use Zone - SUP) to allow the sale of alcoholic beverages on Lot 1, Block D of the Roanoke City Center Brownstones Addition, an addition to the City of Roanoke, Denton County, Texas, and having a street address of 320 S. Oak Street Suite No. 120, Roanoke, Texas.

INFORMATION:

Planning Analysis:

Ordinance 2010-108 was approved by City Council requiring a Specific Use Permit (SUP) for the operation of any Bar or Liquor Store in the City of Roanoke meeting the following criteria.

"Sec. 12.649. Bars and liquor stores.

- (a) An SUP is required for the use of a bar or liquor store, subject to review and approval of City Council.
- (b) A lot containing a bar or liquor store should be located at least 1,000 feet from any lot containing another like use, as measured in a straight line between the nearest points of one lot to the other lot.
- (c) Prior to the issuance of a certificate of occupancy, the business shall provide the City with a copy of its state permit to operate as a bar or liquor store.
- (d) All alcohol related activities must meet all standards found in chapter 4, article 4.400 of the Code of Ordinances of the City of Roanoke, Texas."

This location is less than 1,000 feet from lots that contain uses with on- and off-premise alcohol sales as more than 50% of its gross sales revenue.



AGENDA ITEM

Planning and Zoning Commission:

The board recommended approval on December 5, 2022.

STAFF RECOMMENDATION:

Staff supports the SUP.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. SUP 2022-08 - The Ro SUP Application
2. ORD NO 2022-135 - SUP 2022-08 - Alcohol - Lot 1 Block D OT Roanoke - 320 S. Oak Street - jlm draft - 101422 (002)
3. The Ro City Council Slides
4. Vicinity Map



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

SPECIAL USE PERMIT APPLICATION

Name of Applicant/Agent The Ro on Oak LLC	Address, City, State, Zip 7003 Irongate Lane Dallas, TX 75214	Phone Number 818-571-5405
Type of permit requested alcohol over 50%	Name of Business The Ro Lounge	Email jcondos1@yahoo.com
Property Owner(s) Sons & Grace LLC	Address, City, State, Zip 3231 Harwood Bedford, TX 76021	Phone Number 818-571-5405
Legal Description – Lot/Block/Subdivision LOT 1R, BLOCK D / Oak Street Zone	Property Address 320 S. Oak Street, Ste 200	Present Zoning Oak Street Zone

Are there deed restrictions that would prevent this property from being used in the manner herein proposed? no

Justification for request for Special Use Permit: An afternoon lounge / bar with limited food menu, kitchen not large enough to out pace alcohol sales.

Authorization:

I/ We The Ro on Oak LLC owner(s) of the above described property do hereby authorize Craig Jacobson to act on my/our behalf in making and representing this special use permit application.

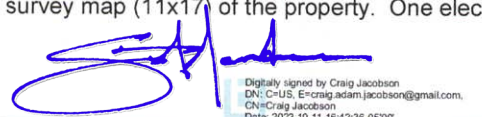

Owner(s) Signature
10/11/2022
Date

Owner(s) Signature

Date

Attach the following:

Special Use Permit application fee of \$200.00**. Attach two (2) copies of the Metes & Bounds description of the property and a survey map (11x17) of the property. One electronic copy in a pdf format due at least 5 days prior to Council Meeting.


Applicants Signature Craig Jacobson

10/11/2022
Date

**Fees are subject to change as amended by Ordinance.

FOR OFFICE USE ONLY

Application Fee <u>Paid CC 10/13/22 by JW</u>	P&Z Meeting <u>12/05/2022</u>	CC Meeting <u>12/13/2022</u>	File for Record SUP- <u>2022</u> - <u>08</u>
--	----------------------------------	---------------------------------	---

ORDINANCE No. 2022-135

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROANOKE, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM OAK STREET CORRIDOR ZONING DISTRICT – CIVIC MIXED USE ZONE TO OAK STREET CORRIDOR ZONING DISTRICT – CIVIC MIXED USE ZONE - SPECIFIC USE PERMIT (OAK STREET CORRIDOR ZONING DISTRICT – CIVIC/MIXED USE ZONE - SUP) TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES ON LOT 1, BLOCK D OF THE ROANOKE CITY CENTER BROWNSTONES ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND HAVING A STREET ADDRESS OF 320 S. OAK STREET SUITE NO. 120, ROANOKE, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY 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, pursuant to Sections 109.31 and 109.32 of the Texas Alcoholic Beverage Code and Section 11.06 of the Home-Rule Charter of the City of Roanoke, Texas, the sale of liquor and beer is prohibited within all residential sections or areas of the City; and

WHEREAS, Section 12.649 of the Code of Ordinances of the City of Roanoke, Texas, provides that bars and liquor stores should be at least 1,000 feet apart; 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

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

Section 2.

That the Comprehensive Zoning Ordinance and Map of the City of Roanoke, Texas, duly passed by the governing body of the City of Roanoke, Texas, as heretofore amended, be and the same is hereby amended to grant a change in zoning from Oak Street Corridor Zoning District - Oak Street Zone to Oak Street Corridor Zoning District - Oak Street Zone - Specific Use Permit (Oak Street Corridor Zoning District - Oak Street Zone - SUP) to allow the sale of alcoholic beverages on Lot 1, Block D of the Roanoke City Center Brownstones Addition, an addition located within the City of Roanoke, Denton County, Texas, and being more particularly described and or depicted in **Exhibit A**, which is attached hereto and incorporated herein.

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. 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 13th day of December, 2022.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

Legal Description and/or Depiction
of the
Property



THE RÔ ON OAK

COMING EARLY 2023



320 S. Oak St. Roanoke, TX 76262

THE PLAYLIST

1. BUSINESS OVERVIEW
2. THE CONCEPT
3. GUIDING PRINCIPLES
4. THE VIBE
5. OWNERSHIP
6. RENDERINGS
7. MARKETING
8. WEBSITE
9. ADVISORY BOARD
10. MANAGEMENT
11. MENU



Business Overview

- * The Rô on Oak is the first upscale lounge to arrive on the locally famous Oak St. in Roanoke Texas. It is a sophisticated and intimate hospitality experience serving premium cocktails and a light food menu inside the coolest space in the Southlake/Trophy Club/Denton area.
- * The 2,500 sq. foot drinking & dining destination will consist of a beautiful hand-crafted bar located in the center of the action. Patrons can choose to sit at the 10-12 seat bar, or cozy up among the 50+ comfortable lounge chairs, sofas, club seats (all with tables) throughout the venue. Chill music of all genres (at appropriate volume) will play on the hi-fi sound system currently being conceptualized and built by audio engineers from Apple and Bose specifically for the acoustics inside.
- * We anticipate to be open daily beginning at HH and to be one of the latest establishments open on the street—11pm-ish. (Our research has shown that local residents in 500+ townhomes in the neighborhood, as well as the industry professionals in the immediate area, currently do not have a place that's their “go to” after local restaurants close (approx 9-10 pm.)



The Concept

- * A swanky Upper East Side NYC hotel meets a cozy, cool artist's home in the Hollywood Hills of Los Angeles while Led Zeppelin is recording an album in the living room and their entourage & close friends are hanging out alongside.

Guiding Principles

- * Provide patrons a unique, fun, sophisticated drinking & dining experience. A place they say “I can’t wait to come back!”
- * Treat our customers and our staff the way we want to be treated—with respect.
- * Create a destination where people of all colors, creeds, religions or political beliefs feel invited, included and equal.
- * Pour a damn good drink, serve some kick-ass food, and play some good ol’ rock ‘n’ roll.
- * The Rô tagline: ***You’re Welcome.***

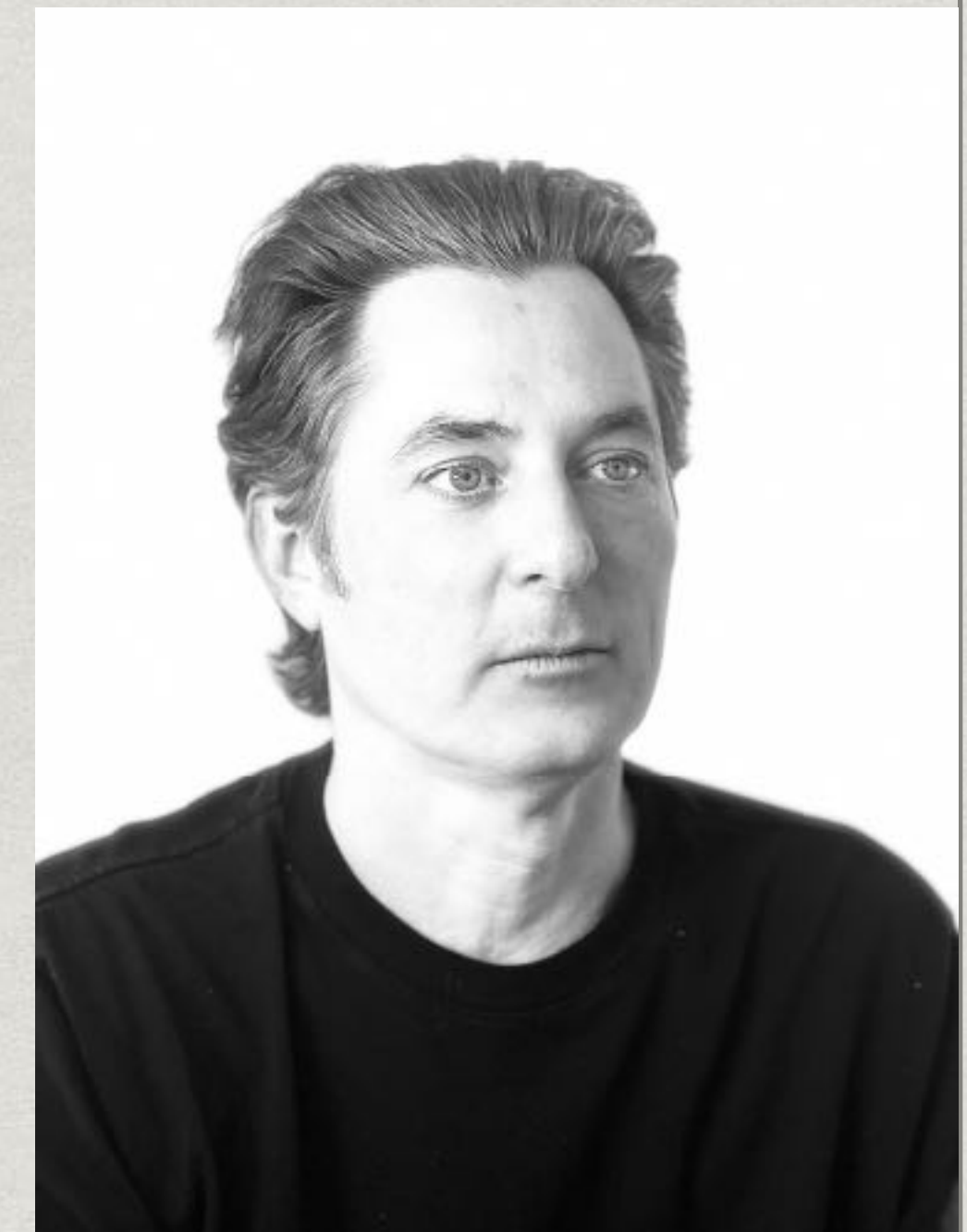


The Vibe



The Left Brain

- * Jonathan has a 22 year career in Commercial Real Estate. During his first two decades he successfully led the management team at West Coast Investors to NOI growth from \$4 million to over \$16 million. He also oversaw all the day to day operations including property management. Jonathan was responsible for all aspects of the business including securing financing of primarily Class A commercial real estate in a multi-state portfolio valued at over \$400 million.
- * Throughout his career, Jonathan has leveraged his extensive network of relationships that includes some of the largest property owners, tier 1 brokers, bulge bracket financiers and retailers that span the size range from local to regional to national players over multiple branded and non-branded categories.
- * This network provided Jonathan the pipeline to branch out on his own in 2020. Since that time, he has acquired and successfully grown his personal portfolio of retail properties, specifically in the growing Dallas Metro and Denton areas.
- * Jonathan is married with two teenage children who are active in sports. An athlete himself growing up, Jonathan dedicates his spare time to teaching underprivileged youth the games of basketball and baseball—believing that learning sports and the value of being part of a team is a life lesson that will help children achieve success as they transition into adulthood.



The Right Brain

- * Gabriel is an award-winning marketing veteran with over 27 years of experience creating culture, building brands and growing revenue for world-renowned companies across every major industry and sector. He has sold two companies in the last five years, most recently to IBM.
- * Gabriel is currently President of the world's largest brand agency, Landor &Fitch www.landorandfitch.com. He thrives on creativity and has inspired ground-breaking work for the likes of McDonalds, Coca Cola, Facebook, Nike, Toyota and Amazon to name a few. He oversees a team of 1,000 employees across nine offices in the US, Canada and South America.
- * A Los Angeles native who lived in Brooklyn with his young family over the last 16 years, Gabriel 's desire with The Rô is to bring an “East Coast meets West Coast” lifestyle and vibe to the growing communities in Roanoke and Denton. He has now moved permanently to Dallas to pursue that goal.
- * In his spare time he serves on the board of Jerry and Jessica Seinfeld's GOOD+ Foundation helping provide low-income fathers critical resources and advice to keep their children safe and healthy as they work toward financial stability.



Renderings



Renderings



The Plans

TYPICAL INTERIOR PARTITION
3 5/8" METAL STUDS @ 24" O.C. TO BOTTOM OF CEILING. PROVIDE 5/8" GYP. BOARD BOTH SIDES (U.N.O.).

TYPICAL ACOUSTICAL PARTITION
3 5/8" METAL STUDS @ 24" O.C. TO 12" ABOVE THE HIGHEST ADJACENT CEILING.

EXISTING PARTITION TO REMAIN

MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN IN SERVICE & PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS. VERIFY THAT UNUSED UTILITIES HAVE BEEN DISCONNECTED / GAPPED. IF UNANTICIPATED MECHANICAL, ELECTRICAL OR STRUCTURAL ELEMENTS THAT CONFLICT WITH INTENDED FUNCTION OR DESIGN ARE ENCOUNTERED, INVESTIGATE, THEN MEASURE NATURE & EXTENT OF CONFLICT. PROTECT WALLS, CEILINGS, FLOORS & ANY EXISTING FINISH WORK THAT ARE TO REMAIN IN PLACE & ARE EXPOSED DURING DEMOLITION OPERATIONS.

EXISTING PARTITION TO BE REMOVED

DEMOLISH OR REMOVE EXISTING CONSTRUCTION TO THE LIMITS SHOWN & THE MINIMAL EXTENT NECESSARY TO ALLOW FOR NEW CONSTRUCTION. AT FLOOR AND/OR WALL OPENINGS - CUT OR CORE ALL OPENINGS FLUSH & SQUARE TO RECEIVE NEW CONSTRUCTION. REPAIR, FILL AND LEVEL ALL HOLES & DAMAGED AREAS OF SLAB DUE TO DEMOLITION OF CONCRETE, PARTITIONS, FLOORING, DRAINS & EQUIPMENT.

- ALL GYP. BOARD TO BE UL CLASS / FIRE RESISTIVE
- ALL BATT INSULATION & GYP. BOARD ON OFFICE / WAREHOUSE SEPARATION WALLS TO BE INSTALLED HORIZONTALLY. INSTALL CONTROL JOINTS PER INDUSTRY STANDARD, U.N.O. IN SCHEDULED ABOVE.
- DRYWALL CONTRACTOR TO INSTALL GYP. BOARD IN AN EFFICIENT MANNER, IN ORDER TO REDUCE THE NUMBER OF CUTS & AMOUNT OF WASTE MATERIAL.

— GENERAL PURPOSE DUPLEX OUTLET (MTD. @ 15" AFF. U.N.O.)

▽ TELEPHONE, DATA/PRINTER OUTLET

○ J-BOX, @ (1-1/2" O" AFF. ABOVE CLS. OR @ 15" AFF. IN WALLS. PROVIDE 6 WIRE ELECTRICAL SERVICE (3 STD. CIRCUITS, 1 DEDICATED CIRCUIT w/ ISOLATED GROUND).

ELECTRICAL CONTRACTOR TO COORDINATE TELEPHONE, DATA/PRINTER CABLING AS REQUIRED. POWER POLES, WHERE REQUIRED.

⊕ FLOOR MOUNTED RECEPTACLE FOR POWER (COORDINATE SLAB REQUIREMENTS)

⊕ FLOOR MOUNTED RECEPTACLE FOR TEL/DATA (COORDINATE SLAB REQUIREMENTS)

⊕ QUAD OUTLET (DOUBLE DUPLEX) (MTD. @ 15" AFF. U.N.O.)

⊕ LIGHT SWITCH

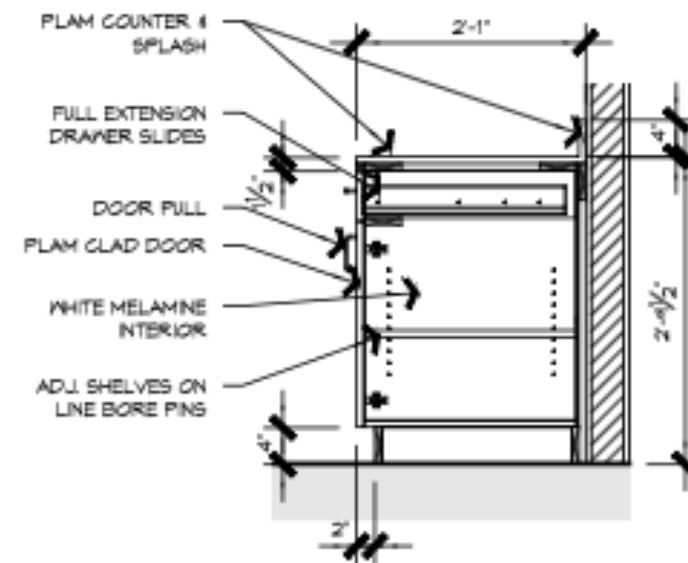
GYP. BOARD FINISH NOTES

IN ORDER TO ACHIEVE A SMOOTH, EVEN FINISH ON ALL GYP. BOARD PARTITIONS, THE CONTRACTOR SHALL PROVIDE A LEVEL-5 FINISH THROUGHOUT, OR ADHERE TO THE FOLLOWING RECOMMENDED GUIDELINES:

1. CONFIRM THAT LAYOUTS ARE CHALKED AND STRICTLY FOLLOWED.
2. VERIFY THE PLUMBNESS & LEVELNESS OF INSTALLED FRAMING WITH A LASER.
3. PROVIDE 5/8-INCH GYPSUM WALL BOARD (AS SCHEDULED) IN ALL LOCATIONS.
4. EMPLOY QUALITY GYPSUM WALL BOARD INSTALLERS.
5. PROVIDE A PROPERLY EXECUTED LEVEL 4 FINISH w/ EXTRA LIGHT ORANGE PEEL TEXTURE.
6. EXTEND THE JOINT TREATMENT AT LEAST 6 INCHES BEYOND THE JOINT ON EACH SIDE.
7. UTILIZE A HIGH QUALITY, SETTING-TYPE OF JOINT COMPOUND FOR THE FIRST TWO COATS, AND A VINYL FORMULATION TOPPING JOINT COMPOUND FOR THE FINAL COAT.
8. ALLOW EACH COAT OF COMPOUND TO DRY THOROUGHLY AND SAND EACH COAT BEFORE THE NEXT COAT IS APPLIED.
9. INSURE THAT ALL SURFACE IMPERFECTIONS SUCH AS SCREWS AND TOOL MARKS ARE GIVEN THE SAME 3 COATS OF COMPOUND THAT THE JOINTS RECEIVE, AND THAT THE FINISH COAT GETS A ROUGH SANDING FIRST, FOLLOWED BY A FINE SANDING.
10. EMPLOY AN EXPERIENCED, QUALITY PAINTER.
11. UTILIZE A HIGH QUALITY HIGH-SOLIDS PRIMER AND FINISH COAT. (DO NOT THIN)
12. PROVIDE ONE COAT OF PRIMER, PLUS A MINIMUM OF 2 COATS OF FINISH PAINT
13. IF THE PAINT IS SPRAY-APPLIED, THE FINAL COAT OF NET PAINT SHOULD BE FINISHED TO THE DESIRED TEXTURE.

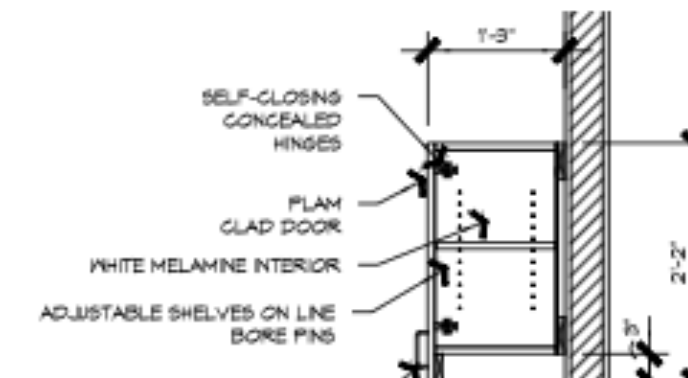
IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A SMOOTH, EVEN FINISH ON ALL OF THE GYP. BOARD PARTITIONS, AND ADDITIONAL STEPS/MATERIAL MAY BE REQUIRED.

AT THE EARLIEST STAGE DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE A LARGE MOCK-UP, DEMONSTRATING THE FINAL FINISHED WALL, INCLUDING PAINT, FOR THE TENANT'S APPROVAL.



5 SECTION @ BASE CABINET

Scale: 3/4" = 1'-0"

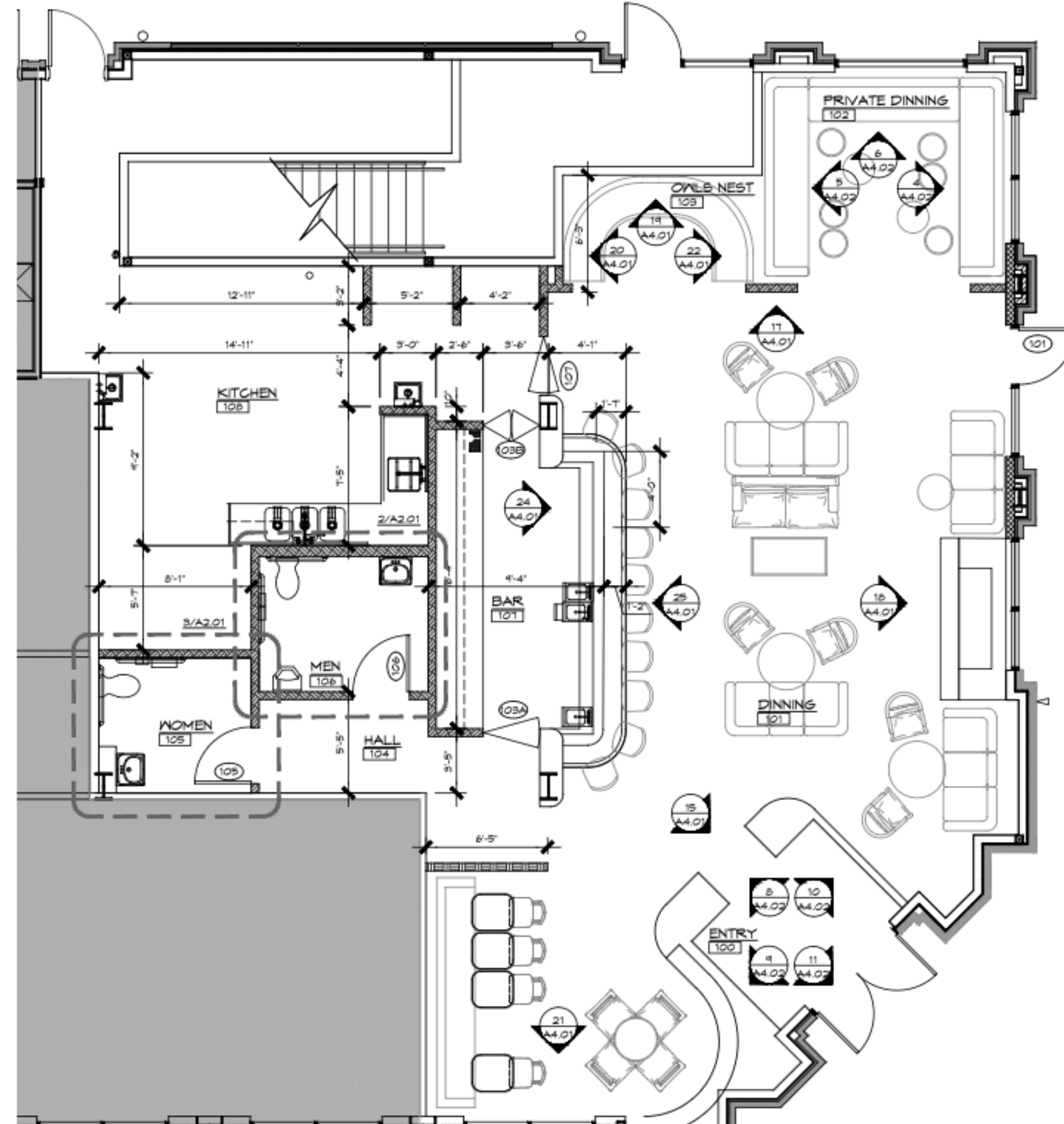


3 ENLARGED PLAN - WOMEN 105

Scale: 1/8" = 1'-0"

2 ENLARGED PLAN - MEN 106

Scale: 1/8" = 1'-0"



THE RO LOUNGE
320 S. Oak Street
Roanoke, Texas 76262

RGA PROJECT NUMBER: 22030

DATE:

REVISIONS:

The RÔ on Oak



The RÔ on Oak



Mobile & Search



it's coming.

www.TheRoOnOak.com

Advisory Board

Greg Katz

Owner Beverley's / Clifton Club
Dallas



Brooke Williamson

Co-Owner of Playa Provisions
Los Angeles



Ben Cohn

Head Chef Westside Tavern
Los Angeles



Key Personnel



Jason Hart
General Manager

Innovative and process driven experienced Restaurateur with proven ability to partner with management to imagine, develop and implement an efficient operations process for managing upscale restaurants.



Riri Jones
Bartender

A Full-time lead bartender at Bowen House Dallas, Siri is responsible for creating and maintaining the cocktail menu, and collaborating with the GM on food pairings, wine list and beer selections.



Julian Shaffer
Head Bartender

Currently Head Bartender at Las Alamas, Julian formerly lead the cocktail teams at Hudson House and The Woolworth. Julian's impeccable taste and eye on future trends always keeps the cash register ringing.



Chef Jojo
Head Chef

When you get Jojo (from San Diego's famous Sea Lion restaurant), you're not only getting a beautifully presented, palate pleasing meal, but it's done with such passion that you'll want to experience it over and over again.



Johnny Valentine
Bartender

A Full-time bartender at HG Supply and Twin Gemini, Johnny is truly a crowd pleaser and all-around great personality. His nique style attracts customers to keep coming back for more.



Flame
Cooking
adventure



THE RÔ

SMALL BITES

TODAY'S EAST COAST OYSTERS

half dozen
bakers dozen

\$XX.XX

\$XX.XX

GREEK STYLE KALAMATA OLIVES

\$XX.XX

FRENCH CHEESE SELECTION

\$XX.XX

"SNEAKY DEVILED" EGGS

\$XX.XX

BIG ASS SHRIMP COCKTAIL

\$XX.XX

MAINE LOBSTER CROSTINI

\$XX.XX

SICILIAN CHARCUTERIE BOARD

\$XX.XX

GOOD AF FLATBREADS

\$XX.XX

option A
option B
option C

DESSERT

YOUR MOM'S CHERRY PIE

\$XX.XX



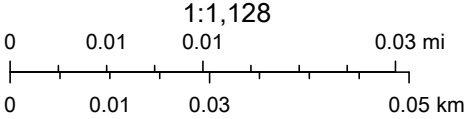
Denton CAD Web Map



12/7/2022, 3:42:49 PM

Roads

— MINOR



Denton Central Appraisal District, dentoncad.com



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: SP-2022-13 - Site Plan - Take 5 Express Oil Change

MEETING DATE: December 13, 2022

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a site plan request (SP 2022-13) from Austin Haynes for an automotive oil change shop on an approximate 0.366 acre tract of land located in the Homestead Retail Addition, Lot 1BR-2A, Block 6, and having an address of 1211 N Hwy 377, Roanoke, Denton County, Texas. The property is generally located on the west side of N US Hwy 377 between Hwy 114 and Marshall Creek Rd.

INFORMATION:

Planning Analysis

The location is the previous Chicken Express. The building was demolished and the lot is being platted into two (2) lots. The north side is the location for the Take 5 Oil Change business.

The applicant proposes a 1,060 square feet building that will provide drive-through oil change service while the customer stays in the vehicle.

Zoning - PD 1996-117 Homestead Retail Addition

- **Landscape**- The landscape plan meets the required area and materials.
- **Drainage**- A drainage plan will be accepted by the engineering consultant prior to construction.
- **Utilities**- A utility plan will be accepted by the engineering consultant prior to construction.
- **Parking**- The parking meets the required amount for the proposed use (1/500).



AGENDA ITEM

Planning and Zoning Commission:

The board recommended approval on December 5, 2022.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. SP-2022-13 - Site Plan Application 1211 US North Hwy 377 - Take 5 Express Oil Change
2. Site Plan
3. 3-Colored Building Elevations
4. 2-T5-Roanoke-Civil Set-10-12-2022
5. L-100 LANDSCAPE PLAN
6. Tree-Preservation-App-2019
7. TP-100 - TREE PRESERVATION PLAN
8. Minor Plat
9. Vicinity Map



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 Austin Haynes	Address of Applicant 11615 Spring Cypress, Tomball TX 77377		Phone Number 281-794-3015
Legal Interest Take 5 Express Oil Change			
Owner Rebecca McAllister	Address 440 S. Church St., Ste 700 Charlotte, NC 28202		Phone Number 713-817-4452
Firm preparing Site Plan Package Altar Group, PLLC	Address PO Box 1305 Cypress, TX 77410		Phone Number 281-794-3015
			Email austin@altargrp.com
Location of Property 1211 1209 US North Hwy 377, Roanoke, TX	Name of Addition/Subdivision	Lot / Block	Present Zoning PD 96-117 LI-LIGHT IND

Proposed Site Plan Contains:

LAND USE	NUMBER OF LOTS	ACRES FOR USE
Single Family		
Multi-Family		
Planned Development		
Office		
Retail		
Commercial		
Industrial	1	0.92
Flood Plain		

A copy of the final plat or re-plat of the approved subdivision by the City Council showing property boundary lines and dimensions and easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property should be included.

If the property is subject to a Plan Development a statement showing that the proposed use substantially conforms to the Plan Development.

(P&Z two (2) folded copies (24"X36") & an electronic copy (pdf) City Council) Site Plan fee is \$400.00. Fees are subject to change as amended by Ordinance.

Arthur Pisana Jr

10/18/2022

Applicants Signature

Date

FOR OFFICE USE ONLY

Site Plan Fee Paid 10/19/2022 by JW	P&Z Meeting DEC 05 2022	CC Meeting DEC 13 2022	File for Record SP- <u>2022-13</u>
--	--------------------------------	-------------------------------	---

08/23/2019

City of Roanoke Site Plan Checklist



Submission Requirements

- ☒ Completed Application Form/Filing Fee
- ☒ Transmittal Letter
- ☒ Electronic Copy (PDF)

Print Requirements

- ☐ Staff Review
Two (2) sets of prints (**folded copies**) for staff discussion. (Plans shall be received thirty (30) days prior to P&Z meeting.)
- ☐ Planning & Zoning Commission
Two (2) 24x36 (**folded into sets**) Black line prints of the complete site package. (Plans shall be received thirty (30) days prior to P&Z meeting.)

Meetings are held on the 1st and 3rd Monday at 7:00 p.m. of each month. All information must be received one week prior to the meeting date.

- ☐ City Council
One (1) electronic copy (PDF) of the complete site package with and revisions made by the Planning & Zoning Commission.

Meetings are held on the 2nd and 4th Tuesday at 7:00 p.m. of each month. All information must be received one week prior to the meeting date. These prints should contain any revisions made by staff or Planning & Zoning Commission.

Site Plan

- ☒ Title block, titled Site Plan, lower right corner including subdivision name, block & lot numbers, and date of preparation.
- ☒ Name, address, phone and email of the owner, applicant and engineer or architect.
- ☒ North arrow and scale.
- ☒ Site Data Table / Scale 1" = 50'
 - Existing Zoning
 - Proposed Use
 - Square footage of each proposed use
 - Building area (gross sq. ft.)
 - Building height
 - Required & Provided parking per each use
 - Proposed lot coverage

Site Plan Continued

- ☒ Property boundaries with dimensions.
- ☒ Zoning districts adjacent to the property.
- ☒ Adjoining streets including existing and proposed median openings, curbs, sidewalks, street intersections, driveways, and alleys within 300 hundred feet of the property.
- ☒ Indicate spacing between driveways within the subject property and adjacent properties.
- ☒ Parking layout and driveways, including loading areas, dedicated fire lanes if required, access easements, and parking space dimensions.
- ☒ All existing and proposed drainage and utility easements.
- ☒ Topography with contour intervals of two (2) feet in 100 feet and minimum finished floor elevations, both referenced to mean sea level datum.
- ☒ Show location of the FEMA 100 year flood plain.
- ☒ Refuse facilities and mechanical equipment, including height, materials, and elevations or proposed screening.
- ☐ Lighting facilities, security lighting, screening, and glare shields.
- ☐ Proposed attached and monuments signs, showing elevations, dimensions, total square footage, materials, colors, font and lighting source. (sign information may be include on separate sheet)
- ☒ Preliminary Engineering. (conceptual utility plan)
- ☒ Show all existing and proposed sidewalks.
- ☐ Show Fire hydrant layout.
- ☒ Show existing and proposed Water & Waste Water.
- ☐ Any additional information as needed.

Building Elevations-Color Facade with any attached (wall-mounted) signage

- ☐ North, South, East and West building elevations.
- ☐ Proposed building materials that include manufacturer's specifications.
- ☐ Proposed building height.
- ☐ Percentage of proposed materials.

Landscape Plan

- ☒ Title block, titled Landscaping Plan, lower right corner including subdivision name, block & lot numbers, and date of preparation.
- ☒ Name, address, phone and fax numbers of the owner, applicant and Landscaping Architect.
- ☒ North arrow and scale. (same scale as site plan)
- ☒ Property boundaries with dimensions.

Landscape Plan Cont.

- ☒ Landscape Data Table showing required and provided square footage for each category as follows:

	Required	Provided
Perimeter Landscape	_____	2728 sf
Number of Trees	_____	3
Interior Landscape	_____	1369 sf
Number of Trees	_____	2
Non-vehicular Landscape	_____	13215 sf
Number of Trees	_____	_____
Total Site Area devoted to landscape:	44.4	%

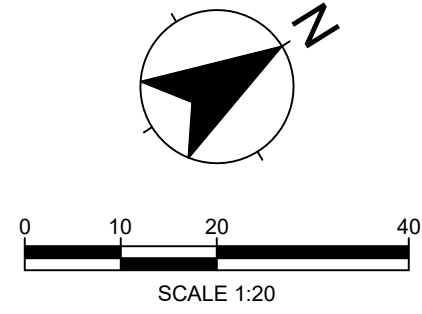
- ☒ Plant Table listing the number of each of tree and shrub species, providing scientific and common name and including caliper inches.
- ☒ A Plant Legend, if symbols or abbreviations are used.
- ☒ Show all areas of landscaped areas and plant materials on plan designated to fulfill interior, perimeter, and non-vehicular landscape requirements.
- ☒ Show location of trees to be preserved.
- ☒ Show spacing of plant material to be used.
- ☒ Show description of maintenance provisions for the Landscape Plan.
- ☒ Show proposed and existing sidewalks and utility easements.
- ☐ Show irrigation system if applicable.
- ☐ Show rain and freeze protection.

SITE PLAN APPROVAL CONDITIONS FOR RETAIL & OFFICE PROJECTS OUTSIDE INDUSTRIAL AREAS

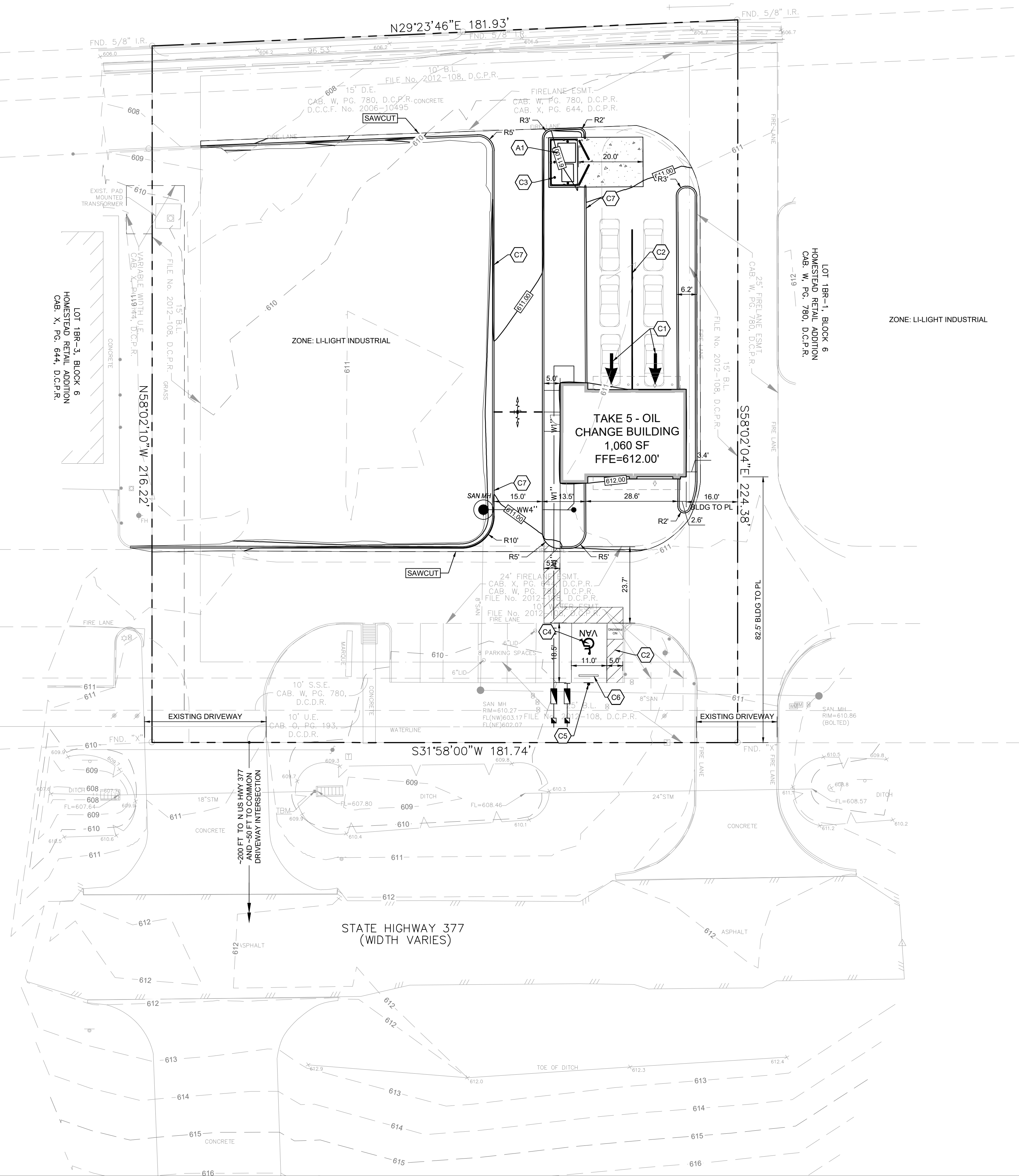
These conditions and other considerations outlined in the CIVIC report should be considered in the design of a site plan.

- ☐ Utility meters will not be visible except in areas clearly intended as service areas where the public is generally excluded.
- ☐ Mechanical equipment located on rooftops will be screened.

This checklist is provided as a supplement only. It is the applicant's responsibility to review and comply with the requirements of the Zoning Ordinance, Subdivision regulations and Construction specifications. Concept plans for Zoning Changes or Specific Use Permits require all items on the checklist (only civils may be excluded).



LOT 1AR, BLOCK 6
HOMESTEAD ADDITION
CAB. O, PG. 193, D.C.P.R.



LEGEND

	SAWCUT LIMITS
	VAN ACCESSIBLE PARKING
	ACCESSIBLE PARKING
	SIGN
	LIGHT

SITE FEATURES KEYNOTES

A1	DUMPSITE ENCLOSURE. REFERENCE ARCH SHEET ASP2 FOR DETAILS.
C1	PAVEMENT MARKINGS. REFERENCE SHEET C-510 FOR DETAILS.
C2	4" WHITE STRIPING. REFERENCE SHEET C-510 FOR DETAILS.
C3	BOLLARD TYPE I. REFERENCE SHEET C-510 FOR DETAILS.
C4	ACCESSIBLE PARKING. REFERENCE SHEET C-510 FOR DETAILS.
C5	ACCESSIBLE SIGN IN BOLLARD. REFERENCE SHEET C-510 FOR DETAILS.
O6	WHEEL STOP. REFERENCE SHEET C-510 FOR DETAILS.
C7	6" CONCRETE CURB

SITE DATA SUMMARY TABLE

ZONING:	L1-LIGHT INDUSTRIAL
PROPOSED USE:	OIL CHANGE FACILITY
SITE AREA:	0.92 AC (40,038 S.F.)
BUILDING AREA:	0.02 AC (1,060 S.F.)
BUILDING HEIGHT:	19'-10 1/2"
LANDSCAPE AREA:	0.47 AC (20,283 S.F.)
PAVEMENT AREA:	0.43 AC (18,695 S.F.)
IMPERVIOUS AREA:	0.45 AC (19,755 S.F.)
PARKING REQUIRED: 1 SPACE PER 200 S.F. = 1,060 X (1/200) = 5.3	≈ 6 SPACES
PARKING PROVIDED: ADA STALL: REGULAR: TOTAL:	1 SPACE 6 SPACES (EXISTING) 7 SPACES

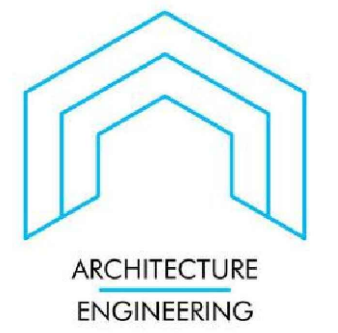
DIMENSIONAL CONTROL NOTES

1. **GENERAL CONSTRUCTION NOTES:** REFER TO SHEET C-002 FOR THE GENERAL CONSTRUCTION NOTES FOR THE PROJECT.
2. **SURVEYING:** ALL SURVEYING REQUIRED FOR CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE DEVELOPER SHALL PROVIDE THE PROPERTY CORNERS AND TWO BENCHMARKS FOR USE AS HORIZONTAL AND VERTICAL DATUM. THE CONTRACTOR SHALL EMPLOY A REGISTERED PROFESSIONAL LAND SURVEYOR TO PERFORM ALL ADDITIONAL SURVEY, LAYOUT AND MEASUREMENT WORK NECESSARY FOR THE COMPLETION OF THE PROJECT.
3. **PROTECTION OF PROPERTY CORNERS AND BENCHMARKS:** THE CONTRACTOR SHALL PROTECT ALL PROPERTY CORNER MARKERS AND BENCHMARKS, AND WHEN ANY SUCH MARKERS OR MONUMENTS ARE IN DANGER OF BEING DISTURBED, THEY SHALL BE PROPERLY REFERENCED AND IF DISTURBED, SHALL BE RESET BY A REGISTERED PUBLIC SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
4. **DIMENSIONAL CONTROL:** ALL PAVING DIMENSIONS AND COORDINATES SHOWN ARE TO FACE OF CURB WHERE APPLICABLE. ALL DIMENSIONS SHOWN AT PL CURB POINTS ARE AT THE INTERSECTION OF THE FACE OF CURB.
5. **CURB RADI:** ALL CURB RADI SHALL BE 3 FEET TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. **BUILDING DIMENSIONS:** CONTRACTOR SHALL REFER TO BUILDING PLANS FOR ACTUAL BUILDING DIMENSIONS. THE DIMENSIONS AND CORNERS SHOWN ARE TO FACE OF OUTSIDE WALLS OF BUILDING.
7. **TOPOGRAPHIC BOUNDARY SURVEY:** SURVEY INCLUDES PROPERTY LINE, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY:

SURVEYOR:
LANDPOINT, LLC
1311 BROADFIELD BOULEVARD, SUITE 275
HOUSTON, TX 77058

CONTACT: HAROLD L. MOYER
PHONE: 713-993-0327
8. **HANDICAP PARKING:** HANDICAPPED PARKING AREAS SHALL BE CONSTRUCTED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
9. **FIRE LANE:** FIRE LANES SHALL BE CONSTRUCTED AND MARKED PER CITY STANDARDS REFERENCE PAVING PLAN FOR DETAILS.
10. **SIGNS:** CONTRACTOR TO PROVIDE HANDICAPPED PARKING SIGNS AND POLES.

NOTE:
ALL SIGNAGE SHALL COMPLY WITH ALL SIGN CODE ORDINANCES AND SHALL BE PERMITTED
SEPARATELY.



CYPRESS, TEXAS 77429
832-390-1714



**TAKE 5 EXPRESS
OIL CHANGE**

1325 N US HIGHWAY 377
ROANOKE, TX 76262

[illegible]

Drawn	KC
Checked	AH

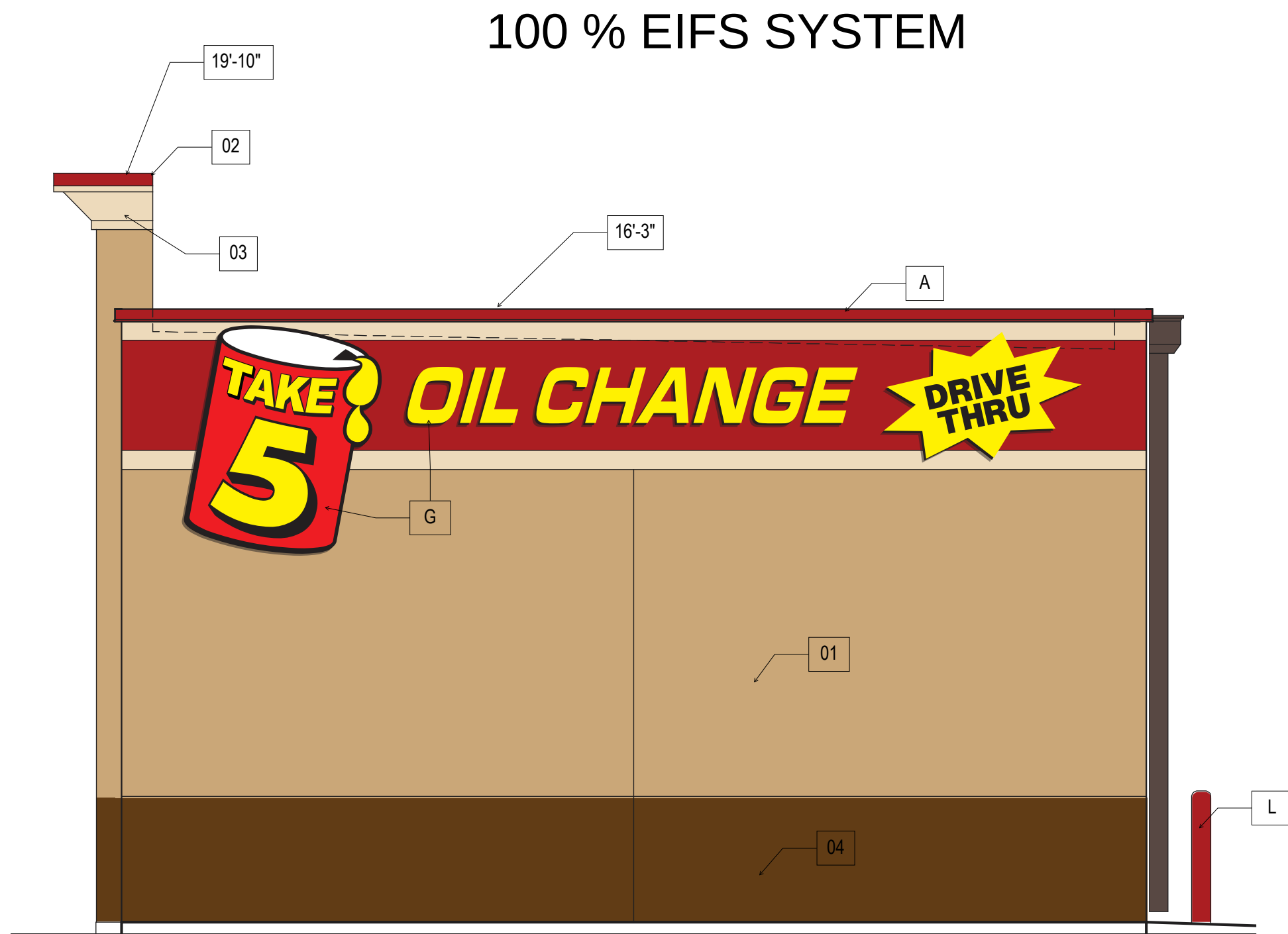
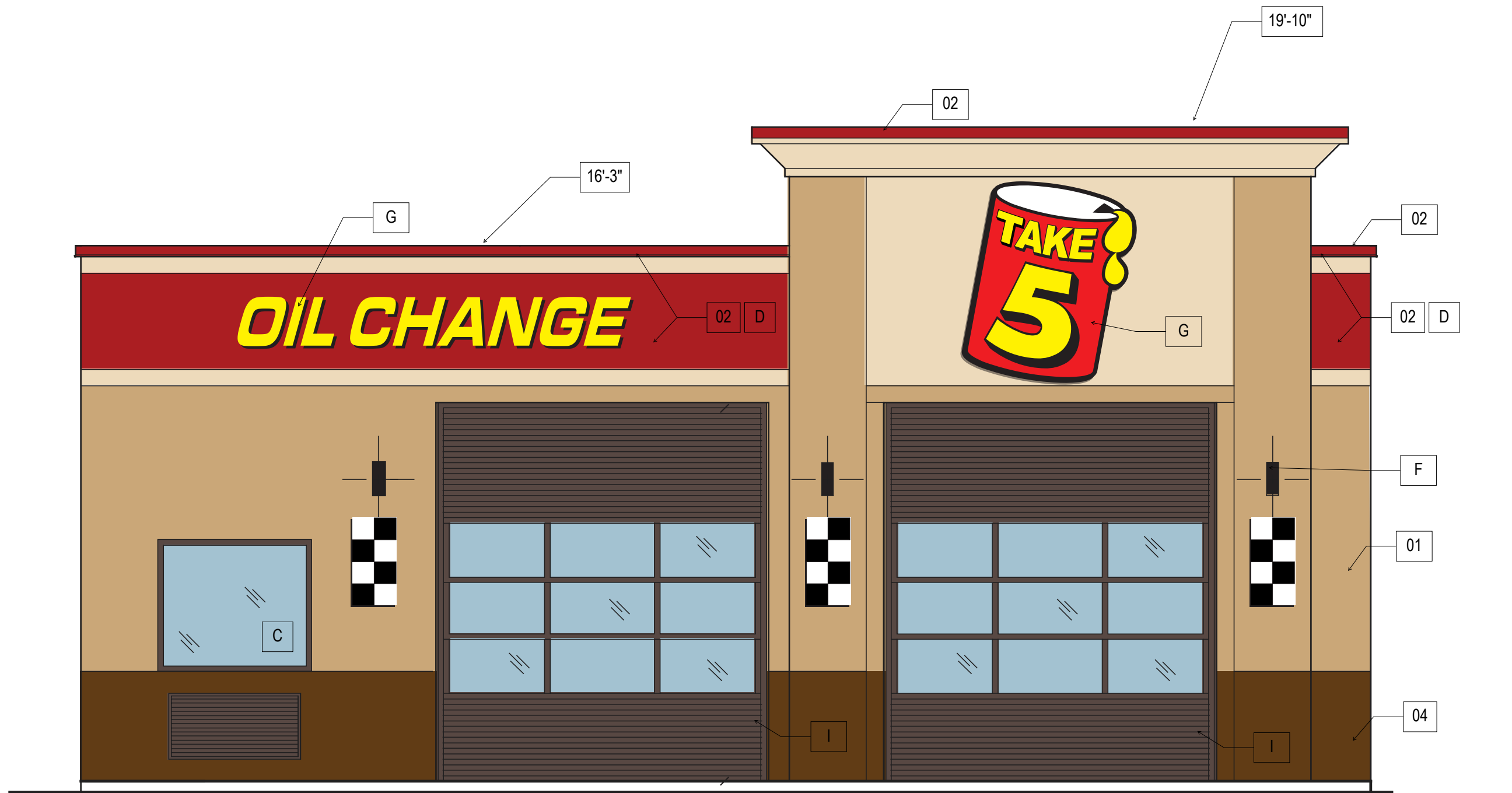
10/12/2022

Project No.	22-074
Title	

SITE PLAN

Sheet No.

C-100



ELEVATION LEGEND

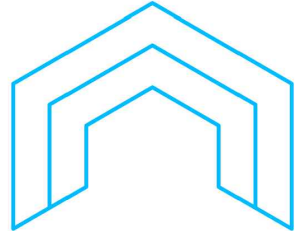
KEYED NOTES

- A METAL COPING
FINISH - MATCH SW COLOR #6871, POSITIVE RED
- B DRYVIT EIFS SYSTEM MAIN BODY
MATCH SW COLOR #7693, STONEBRIAR
- C DRYVIT EIFS SYSTEM BAND AND FACE
MATCH SW COLOR #7678, COTTAGE CREAM
- D DRYVIT EIFS SYSTEM SECONDARY COLOR AND CORNICE
MATCH SW COLOR #6871, POSITIVE RED
- E 6"x12" SCUPPER, COLLECTION BOX AND DOWNSPOUTS
- F EXTERIOR LIGHTING SCENCE
SEE MEP PLANS FOR DETAILS
- G EXTERIOR SIGNAGE - BY OTHERS UNLESS NOTED
OTHERWISE IN CONTRACT, BOXMAN TO PROVIDE BLOCKING.
- H HOLLOW METAL DOOR AND FRAME TO BE PAINTED
SEE B101 FOR DETAILS
- I OVERHEAD GARAGE DOOR - SEE G003 FOR DETAILS
- J EIFS CORNICE
FINISH - MATCH SW COLOR #7678, COTTAGE CREAM
(TOP PORTION OF CORNICE TO MATCH SW COLOR #6871
POSITIVE RED)
- K STOREFRONT WINDOW - SEE G003 FOR DETAILS
- L 6" DIAMETER BOLLARDS
SITE INSTALLED BY OTHERS UNLESS NOTED OTHERWISE
- M MINI-SPLIT AIR CONDITIONING SYSTEM
SEE MECHANICAL DRAWINGS

COLOR SCHEDULE

01	SW COLOR #7693 STONEBRIAR
02	SW COLOR #6871 POSITIVE RED
03	SW COLOR #7678 COTTAGE CREAM
04	SW COLOR #6701 STURDY BROWN

ALTAR GROUP



ARCHITECTURE
ENGINEERING

CYPRESS, TEXAS 77429
832-390-1714



08/25/22

FIRM# 20340



Driven Brands

TAKE 5 OIL CHANGE

1209 US NORTH HWY 377
ROANOKE, TX 76262

No.	DATE	ISSUE								
	1	08/25/22								ISSUE FOR PERMIT
Drawn									GM	
Checked									JL	
08/25/22 ISSUE FOR PERMIT										
Project No. 22-074										
Title										
ELEVATIONS										
Sheet No.										
A200										

PERMIT DOCUMENTS
FOR

TAKE 5 OIL CHANGE

1209 US NORTH HWY 377

ROANOKE, TX 76262

October 2022

LESEE:
DRIVEN BRANDS, INC.
440 S. CHURCH STREET, SUITE 700
CHARLOTTE, NC 28202
CONTACT: REBECCA MCALLISTER
PHONE: 713-817-4452
E-MAIL: REBECCA.MCALLISTER@DRIVENBRANDS.COM

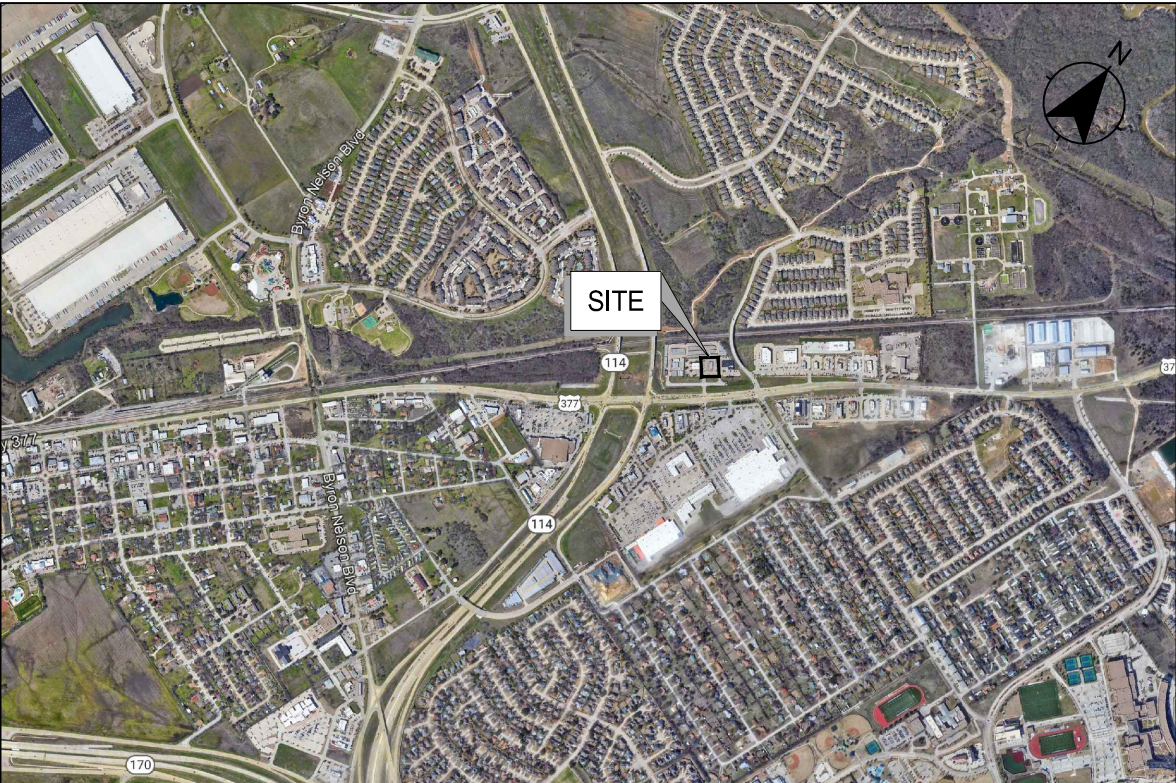
ARCHITECT:
ALTAR GROUP, PLLC
PO BOX 1305
CYPRESS, TX 77410
CONTACT: JOHN LINTON
PHONE: 713-248-7752
E-MAIL: JOHN@ALTARGRP.COM

CIVIL ENGINEER:
ALTAR GROUP, PLLC
PO BOX 1305
CYPRESS, TX 77410
CONTACT: AUSTIN HAYNES
PHONE: 281-794-3015
E-MAIL: AUSTIN@ALTARGRP.COM

LANDSCAPE ARCHITECT:
INTEGRATED LANDSCAPE ARCHITECTURE, LLC
765 ROLLINGS OAKS DRIVE
DRIFTWOOD, TX 78619
CONTACT: DUANE BUNGO
PHONE: 713-973-7851
E-MAIL: BUNGO@LANDARCHTX.COM

SURVEYOR:
LANDPOINT, LLC
1311 BROADFIELD BLVD. SUITE 275
HOUSTON, TX 77084
CONTACT: JEREMY J. KOWIS
PHONE: 713-993-0327

GEOTECHNICAL ENGINEER:
ECS SOUTHWEST, LLP
431 ISOM ROAD,
SAN ANTONIO, TX 78216
CONTACT: RICHARD E. WEBB, P.E.
PHONE: 210-528-1430
E-MAIL: REWEBB@ECSLIMITED.COM
REPORT NO: ECS PROJECT NO 36:1698
REPORT DATE: AUGUST 10, 2022



LOCATION MAP
SCALE : 1" = 2,000'

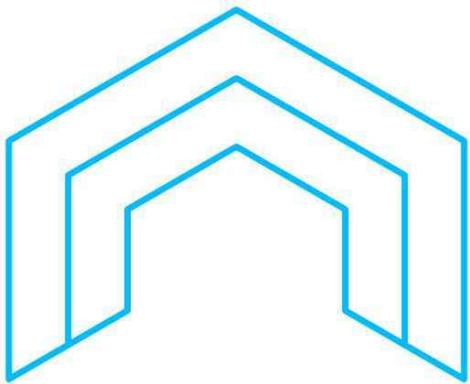


VICINITY MAP
SCALE : 1" = 100'

Sheet Number	Sheet Title
C-001	COVER SHEET
C-002	GENERAL CONSTRUCTION NOTES
	SURVEY
C-030	DEMOLITION PLAN
C-100	SITE PLAN
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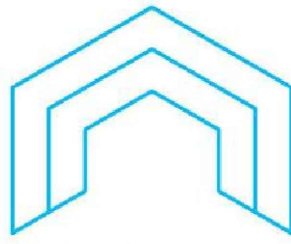
GENERAL CONSTRUCTION NOTES

1. **STANDARDS AND SPECIFICATIONS:** ALL MATERIALS, CONSTRUCTION METHODS, WORKMANSHIP, EQUIPMENT, SERVICES AND TESTING FOR ALL PUBLIC IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' ORDINANCES, REGULATIONS, REQUIREMENTS, STATUTES, SPECIFICATIONS AND DETAILS, LATEST PRINTING AND AMENDMENTS THERETO. THE GOVERNING AUTHORITIES' PUBLIC WORKS AND WATER DEPARTMENT REQUIREMENTS, PLUMBING CODES, AND FIRE DEPARTMENT REGULATIONS SHALL TAKE PRECEDENT FOR ALL PRIVATE IMPROVEMENTS WHERE APPLICABLE. ALL OTHER PRIVATE CONSTRUCTION, NOT REGULATED BY THE GOVERNING AUTHORITY, SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CITY OF ROANOKE GOVERNMENTS, LATEST PRINTING AND AMENDMENTS THERETO, EXCEPT AS MODIFIED OR AMENDED BY THE PROJECT CONTRACT DOCUMENTS.
2. **EXAMINATION OF SITE:** THE CONTRACTOR ACKNOWLEDGES THAT HE HAS INVESTIGATED AND SATISFIED HIMSELF AS TO THE CONDITIONS AFFECTING THE WORK, INCLUDING BUT NOT RESTRICTED TO THOSE BEARING UPON TRANSPORTATION, DISPOSAL, HANDLING AND STORAGE OF MATERIALS, AVAILABILITY OF LABOR, WATER, ELECTRIC POWER, ROADS AND UNCERTAINTIES OF WEATHER, OR SIMILAR PHYSICAL CONDITIONS AT THE SITE, CONDITIONS OF THE GROUND, THE CHARACTER OF EQUIPMENT AND FACILITIES NEEDED PRELIMINARY TO AND DURING PERFORMANCE OF THE WORK. THE CONTRACTOR ACKNOWLEDGES THAT HE HAS INSPECTED THE SITE OF THE WORK AND IS FAMILIAR WITH THE SOIL CONDITIONS TO BE ENCOUNTERED. ANY FAILURE BY THE CONTRACTOR TO ACQUAINT HIMSELF WITH THE AVAILABLE INFORMATION WILL NOT RELIEVE HIM FROM RESPONSIBILITY FOR ESTIMATING PROPERLY THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK. THE DEVELOPER ASSUMES NO RESPONSIBILITY FOR ANY CONCLUSIONS OR INTERPRETATIONS MADE BY THE CONTRACTOR ON THE BASIS OF THE INFORMATION MADE AVAILABLE BY THE DEVELOPER.
3. **SUBSURFACE INVESTIGATION:** SUBSURFACE EXPLORATION TO ASCERTAIN THE NATURE OF SOILS, INCLUDING THE AMOUNT OF ROCK, IF ANY, IS THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE SUCH SUBSURFACE INVESTIGATIONS AS HE DEEMS NECESSARY TO DETERMINE THE NATURE OF THE MATERIAL TO BE ENCOUNTERED. SOME SUBSURFACE EXPLORATION HAS BEEN PERFORMED BY THE GEOTECHNICAL ENGINEER OF RECORD ON THE PROJECT AND IS PROVIDED FOR INFORMATIONAL PURPOSES. THE DEVELOPER AND ENGINEER DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY, TRUE LOCATION AND EXTENT OF THE SOILS INFORMATION THAT HAS BEEN PREPARED BY OTHERS. THEY FURTHER DISCLAIM RESPONSIBILITY FOR INTERPRETATION OF THAT DATA BY THE CONTRACTOR, AS IN PROJECTING SOIL BEARING VALUES, ROCK PROFILES, SOILS STABILITY AND THE PRESENCE, LEVEL AND EXTENT OF UNDERGROUND WATER.
4. **TOPOGRAPHIC SURVEY:** TOPOGRAPHIC SURVEY INFORMATION SHOWN ON THE PLANS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE INFORMATION SHOWN IS CORRECT AND SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY ERRORS, DISCREPANCIES OR OMISSIONS TO THE SURVEY INFORMATION PROVIDED. ANY COSTS INCURRED AS THE RESULT OF NOT CONFIRMING THE ACTUAL SURVEY SHALL BE BORNE BY THE CONTRACTOR.
5. **COMPLIANCE WITH LAWS:** THE CONTRACTOR SHALL FULLY COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, INCLUDING ALL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS CONTRACT AND THE WORK TO BE DONE THEREUNDER, WHICH EXIST OR MAY BE ENACTED LATER BY GOVERNMENTAL BODIES HAVING JURISDICTION OR AUTHORITY FOR SUCH ENACTMENT. ALL WORK REQUIRED UNDER THIS CONTRACT SHALL COMPLY WITH ALL REQUIREMENTS OF LAW, REGULATION, PERMIT OR LICENSE. IF THE CONTRACTOR FINDS THAT THERE IS A VARIANCE, HE SHALL IMMEDIATELY REPORT THIS TO THE DEVELOPER FOR RESOLUTION.
6. **PUBLIC CONVENIENCE AND SAFETY:** IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- MATERIALS STORED ON THE WORK SITE SHALL BE SO PLACED, AND THE WORK SHALL AT ALL TIMES BE SO CONDUCTED, AS TO CAUSE NO GREATER OBSTRUCTION TO THE TRAVELING PUBLIC THAN IS CONSIDERED ACCEPTABLE BY THE GOVERNING AUTHORITIES AND THE DEVELOPER. THE MATERIALS EXCAVATED SHALL BE PLACED SO AS NOT TO ENDANGER THE WORK OR PREVENT FREE ACCESS TO ALL FIRE HYDRANTS, WATER VALVES, GAS VALVES, MANHOLES, AND FIRE ALARM OR POLICE CALL BOXES IN THE VICINITY.
- THE DEVELOPER RESERVES THE RIGHT TO REMEDY ANY NEGLECT ON THE PART OF THE CONTRACTOR WITH REGARDS TO THE PUBLIC CONVENIENCE AND SAFETY WHICH MAY COME TO THE DEVELOPER'S ATTENTION, AFTER 24 HOURS NOTICE IN WRITING TO THE CONTRACTOR, SAVE IN CASES OF EMERGENCY, WHEN THE DEVELOPER SHALL HAVE THE RIGHT TO REMEDY ANY NEGLECT WITHOUT NOTICE; AND, IN EITHER CASE, THE COST OF SUCH WORK DONE BY THE DEVELOPER SHALL BE DEDUCTED FROM THE MONIES DUE OR TO BECOME DUE TO THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE DEVELOPER AND THE GOVERNING AUTHORITIES WHEN ANY STREET IS TO BE CLOSED OR OBSTRUCTED. THE CONTRACTOR SHALL KEEP ANY STREET OR STREETS IN CONDITION FOR UNOBSTRUCTED USE BY EMERGENCY SERVICES. WHERE THE CONTRACTOR IS REQUIRED TO CONSTRUCT TEMPORARY BRIDGES OR TO MAKE OTHER ARRANGEMENTS FOR CROSSING OVER DITCHES OR STREAMS, HIS RESPONSIBILITY FOR ACCIDENTS SHALL INCLUDE THE ROADWAY APPROACHES AS WELL AS THE STRUCTURES OF SUCH CROSSINGS.
7. **STORM WATER POLLUTION PREVENTION PLAN (SWP3):** THE CONTRACTOR SHALL COMPLY WITH THE CONDITIONS OF THE SWP3 WHILE CONDUCTING HIS ACTIVITIES ON THE PROJECT. IN ADDITION TO CONSTRUCTING THOSE ITEMS INDICATED ON THE PLAN SHEETS, COMPLIANCE WITH THE SWP3 INCLUDES CONFORMANCE TO CERTAIN PRACTICES AND PROCEDURES (IDENTIFIED IN THE SWP3) DURING PROJECT CONSTRUCTION.
8. **PERMITS AND LICENSES:** THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS AND LICENSES NECESSARY FOR THE EXECUTION OF THE WORK AND SHALL FULLY COMPLY WITH ALL THEIR TERMS AND CONDITIONS. WHENEVER THE WORK UNDER THIS CONTRACT REQUIRES THE OBTAINING OF PERMITS FROM THE GOVERNING AUTHORITIES, THE CONTRACTOR SHALL FURNISH DUPLICATE COPIES OF SUCH PERMITS TO THE DEVELOPER BEFORE THE WORK COVERED THEREBY IS STARTED. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.
9. **IMPACT FEES:** THE DEVELOPER WILL PAY ALL IMPACT FEES APPLICABLE TO THE PROJECT.
10. **BONDS:** PERFORMANCE, PAYMENT AND MAINTENANCE BONDS WILL BE REQUIRED FROM THE CONTRACTOR FOR ALL WORK CONSIDERED TO BE "PUBLIC" IMPROVEMENTS. BONDS SHALL BE IN THE FORM AND IN THE AMOUNTS AS REQUIRED BY THE GOVERNING AUTHORITIES.
11. **VENDOR'S CERTIFICATION:** ALL MATERIALS USED IN CONSTRUCTION SHALL HAVE A VENDOR'S CERTIFIED TEST REPORT. TEST REPORTS SHALL BE DELIVERED TO THE ENGINEER BEFORE PERMISSION WILL BE GRANTED FOR USE OF THE MATERIAL. ALL VENDOR'S TEST REPORTS SHALL BE SUBJECT TO REVIEW BY THE ENGINEER AND SHALL BE SUBJECT TO VERIFICATION BY TESTING FROM SAMPLES OF MATERIALS AS RECEIVED FOR USE ON THE PROJECT. IN THE EVENT ADDITIONAL TESTS ARE REQUIRED, THEY SHALL BE PERFORMED BY AN APPROVED INDEPENDENT TESTING LABORATORY AND SHALL BE PAID FOR BY THE CONTRACTOR.
12. **TESTING:** THE TESTING AND CONTROL OF ALL MATERIALS USED IN THE WORK SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY, EMPLOYED AND PAID DIRECTLY BY THE DEVELOPER. IN THE EVENT THE RESULTS OF INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND SPECIFICATIONS, SUBSEQUENT TESTS NECESSARY TO DETERMINE THE ACCEPTABILITY OF MATERIALS OR CONSTRUCTION SHALL BE FURNISHED AND PAID BY THE CONTRACTOR AS DIRECTED BY THE DEVELOPER. PAYMENT WILL BE MADE BY DEDUCTION FROM PAYMENT DUE THE CONTRACTOR.
13. **INSPECTION:** INSPECTION OF THE PROPOSED CONSTRUCTION WILL BE PROVIDED BY THE GOVERNING AUTHORITIES AND/OR THE DEVELOPER. COSTS FOR INSPECTION SERVICES WILL BE PAID BY THE DEVELOPER. THE CONTRACTOR SHALL PROVIDE ASSISTANCE BY PROVIDING EXCAVATION, TRENCH SAFETY, OR OTHER WORK NECESSARY TO FACILITATE INSPECTION ACTIVITIES, AND SHALL GIVE SUFFICIENT NOTICE WELL IN ADVANCE OF PENDING CONSTRUCTION ACTIVITIES TO THE GOVERNING AUTHORITIES AND/OR DEVELOPER FOR SCHEDULING OF INSPECTION SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DETERMINATION OF ANY REQUIRED INSPECTIONS, THE SCHEDULING, CONTROL OF INSPECTIONS AND THE ACCEPTANCE OF ALL PUBLIC AND/OR PRIVATE UTILITIES BY THE APPROPRIATE GOVERNING AUTHORITY PRIOR TO TRENCH BACKFILLING.
14. **SURVEYING:** ALL SURVEYING REQUIRED FOR CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE DEVELOPER SHALL PROVIDE THE PROPERTY CORNERS AND TWO BENCHMARKS FOR USE AS HORIZONTAL AND VERTICAL DATUM. THE CONTRACTOR SHALL EMPLOY A REGISTERED PROFESSIONAL LAND SURVEYOR TO PERFORM ALL ADDITIONAL SURVEY, LAYOUT AND MEASUREMENT WORK NECESSARY FOR THE COMPLETION OF THE PROJECT.
15. **PROTECTION OF PROPERTY CORNERS AND BENCHMARKS:** THE CONTRACTOR SHALL PROTECT ALL PROPERTY CORNER MARKERS AND BENCHMARKS, AND WHEN ANY SUCH MARKERS OR MONUMENTS ARE IN DANGER OF BEING DISTURBED, THEY SHALL BE PROPERLY REFERENCED AND IF DISTURBED SHALL BE RESET BY A REGISTERED PUBLIC SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.

16. **EXISTING STRUCTURES:** THE PLANS SHOW THE LOCATION OF ALL KNOWN SURFACE AND SUBSURFACE STRUCTURES; HOWEVER, THE DEVELOPER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS, OR TO SHOW THEM IN THEIR EXACT LOCATION. SUCH FAILURE SHALL NOT BE CONSIDERED SUFFICIENT BASIS FOR CLAIMS FOR ADDITIONAL COMPENSATION FOR EXTRA WORK OR FOR INCREASING THE PAY QUANTITIES IN ANY MANNER WHATSOEVER, UNLESS THE OBSTRUCTION ENCOUNTERED IS SUCH AS TO REQUIRE CHANGES IN THE LINES OR GRADES, OR REQUIRE THE CONSTRUCTION OF SPECIAL WORK, FOR WHICH PROVISIONS ARE NOT MADE IN THE PLANS.
17. **PROTECTION OF EXISTING UTILITIES:** AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT", TEXAS ONE CALL SYSTEM MUST BE CONTACTED (800-344-8377) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM. THE LOCATION AND DIMENSIONS SHOWN ON THE PLANS RELATIVE TO EXISTING UTILITIES ARE BASED ON THE BEST RECORDS AND/OR FIELD INFORMATION AVAILABLE AND ARE NOT GUARANTEED BY THE DEVELOPER OR ENGINEER TO BE ACCURATE AS TO LOCATION AND DEPTH. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF HIS ACTIVITIES IN ORDER THAT HE MAY NEGOTIATE SUCH LOCAL ADJUSTMENTS AS NECESSARY IN THE CONSTRUCTION PROCESS TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL EXISTING UTILITIES, SERVICES AND STRUCTURES ENCOUNTERED, WHETHER OR NOT THEY ARE INDICATED ON THE PLANS, ANY DAMAGE TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT HIS EXPENSE. TO AVOID UNNECESSARY INTERFERENCE'S OR DELAYS, THE CONTRACTOR SHALL COORDINATE ALL UTILITY REMOVALS, REPLACEMENTS AND CONSTRUCTION WITH THE APPROPRIATE GOVERNING AUTHORITIES, THEN REQUEST WRITTEN AUTHORIZATION FROM THE ENGINEER. THE DEVELOPER WILL NOT BE LIABLE FOR DAMAGES DUE TO DELAY AS A RESULT OF THE ABOVE.
18. **DAMAGE TO EXISTING FACILITIES:** ALL UTILITIES, PAVEMENT, SIDEWALKS, WALLS, FENCES, ETC. NOT DESIGNATED TO BE REMOVED BUT THAT ARE DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO A CONDITION AS GOOD AS OR BETTER THAN THE CONDITIONS PRIOR TO STARTING THE WORK, SOLELY AT THE EXPENSE OF THE CONTRACTOR.
19. **FIRE AND LIFE SAFETY SYSTEMS:** CONTRACTOR SHALL NOT REMOVE, DISABLE OR DISRUPT EXISTING FIRE OR LIFE SAFETY SYSTEMS WITHOUT WRITTEN PERMISSION FROM THE GOVERNING AUTHORITY.
20. **TRENCH SAFETY:** IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AND MAINTAIN A VIABLE TRENCH SAFETY SYSTEM AT ALL TIMES DURING CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS DIRECTED TO BECOME KNOWLEDGEABLE AND FAMILIAR WITH THE STANDARDS AS SET BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE STATE OF TEXAS LAW CONCERNING TRENCHING AND SHORING. THE CONTRACTOR SHALL PROVIDE TRENCH SAFETY SYSTEM PLANS, PREPARED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS, FOR THE IMPLEMENTATION OF SAFETY CONTROL MEASURES MEETING THE REQUIREMENTS OF THE GOVERNING AUTHORITIES THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.
21. **SAFETY RESTRICTIONS - WORK NEAR HIGH VOLTAGE LINES:** THE FOLLOWING PROCEDURES WILL BE FOLLOWED REGARDING THE SUBJECT ITEM ON THIS CONTRACT:
- A. A WARNING SIGN NOT LESS THAN FIVE INCHES BY SEVEN INCHES PAINTED YELLOW WITH BLACK LETTERS THAT ARE LEGIBLE AT 12 FEET SHALL BE PLACED INSIDE AND OUTSIDE VEHICLES SUCH AS CRANES, DERRICKS, POWER SHOVELS, DRILLING RIGS, PILE DRIVER, HOISTING EQUIPMENT OR SIMILAR APPARATUS. THE WARNING SIGN SHALL READ AS FOLLOWS: "WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES".
- B. EQUIPMENT THAT MAY BE OPERATED WITHIN TEN FEET OF HIGH VOLTAGE LINES SHALL HAVE AN INSULATING CAGE-TYPE OF GUARD ABOUT THE BOOM OR ARM, EXCEPT BACKHOES OR DIPPERS, AND INSULATOR LINKS ON THE LIFT HOOK CONNECTIONS.
- C. WHEN NECESSARY TO WORK WITHIN SIX FEET OF HIGH VOLTAGE ELECTRIC LINES, NOTIFY THE POWER COMPANY WHO WILL ERECT TEMPORARY MECHANICAL BARRIERS, DE-ENERGIZE THE LINE OR RAISE OR LOWER THE LINE. THE WORK DONE BY THE POWER COMPANY SHALL BE AT THE EXPENSE OF THE CONTRACTOR. THE NOTIFYING DEPARTMENT SHALL MAINTAIN AN ACCURATE LOG OF ALL SUCH CALLS TO THE POWER COMPANY AND SHALL RECORD ACTION TAKEN IN EACH CASE.
- D. THE CONTRACTOR IS REQUIRED TO MAKE ARRANGEMENTS WITH THE POWER COMPANY FOR THE TEMPORARY RELOCATION OR RAISING OF HIGH VOLTAGE LINES AT THE CONTRACTOR'S SOLE COST AND EXPENSE.
- E. NO PERSON SHALL WORK WITHIN SIX FEET OF A HIGH VOLTAGE LINE WITHOUT PROTECTION HAVING BEEN TAKEN AS OUTLINED IN PARAGRAPH C. ABOVE.
22. **TRAFFIC CONTROL:** IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP AND SUBMIT FOR APPROVAL BY THE GOVERNING AUTHORITIES, A TRAFFIC CONTROL PLAN, PREPARED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS, OUTLINING TRAFFIC MANAGEMENT PROCEDURES TO BE PROVIDED DURING CONSTRUCTION. TRAFFIC CONTROL MEASURES SHALL BE PROVIDED IN ACCORDANCE WITH THE FOLLOWING ADDITIONAL REQUIREMENTS:
- A. CONSTRUCTION OF SIGNING AND BARRICADES SHALL CONFORM WITH THE "2011 TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", AS CURRENTLY AMENDED, TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION.
- B. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH BARRICADES, FLARES, FLAGMEN, ETC., FOR THE PROTECTION OF THE PUBLIC, EMPLOYEES AND THE WORK.
- C. THE CONTRACTOR SHALL PERFORM THEIR WORK IN SUCH A MANNER AS TO CREATE A MINIMUM OF INTERRUPTION TO TRAFFIC ALONG ADJACENT ROADWAYS. TWO WAY TRAFFIC MUST BE MAINTAINED ON ALL ROADWAYS AT ALL TIMES THROUGHOUT CONSTRUCTION UNLESS WRITTEN PERMISSION IS GRANTED BY THE GOVERNING AUTHORITIES.
- D. ALL SIGNAGE, MARKINGS, LIGHTING, BARRICADES, FLAGMEN AND OTHER DEVICES AND PERSONNEL REQUIRED FOR TRAFFIC CONTROL DURING CONSTRUCTION OF THE PROJECT WILL BE INCLUDED IN THE CONTRACT AMOUNT.
- E. ALL TRAFFIC CONTROL DEVICES USED DURING NIGHTTIME SHALL BE REFLECTORIZED, ILLUMINATED FROM WITHIN OR EXTERNALLY ILLUMINATED.
- F. THE CONTRACTOR SHALL NOT REMOVE ANY REGULATORY SIGN, INSTRUCTIONAL SIGN, WARNING SIGN, STREET NAME SIGN OR ANY SIGNAL WHICH CURRENTLY EXISTS WITHOUT THE CONSENT OF THE GOVERNING AUTHORITIES.
- G. THE CONTRACTOR SHALL MAINTAIN AND REPLACE, WHERE NECESSARY, ALL SIGNS, LIGHTS, MARKINGS AND TEMPORARY PAVEMENT THROUGHOUT THE CONSTRUCTION PERIOD.
- H. THE CONTRACTOR SHALL REMOVE ALL TRAFFIC CONTROL MEASURES AT THE END OF CONSTRUCTION AND RESTORE UNIMPROVED PAVEMENT AND OTHER DISTURBED AREAS TO THEIR ORIGINAL CONDITION.
23. **ACCESS TO ADJACENT PROPERTIES:** ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE DIRECTED BY THE GOVERNING AUTHORITIES AND/OR DEVELOPER.
24. **ACCESS ROUTES, STAGING AREAS AND STORAGE AREAS:** ALL PRIVATE HAUL ROADS, ACCESS ROUTES, STAGING AND STORAGE AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE DEVELOPER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND REPAIRING ALL ROADS AND OTHER FACILITIES USED DURING CONSTRUCTION. UPON COMPLETION OF THE PROJECT, ALL HAUL ROADS, ACCESS ROADS, STAGING AND STORAGE AREAS SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT AT THE TIME THE CONTRACTOR COMMENCED WORK ON THE PROJECT.
25. **PARKING OF CONSTRUCTION EQUIPMENT:** AT NIGHT AND DURING ALL OTHER PERIODS OF TIME WHEN EQUIPMENT IS NOT BEING ACTIVELY USED FOR THE CONSTRUCTION WORK, THE CONTRACTOR SHALL PARK THE EQUIPMENT AT LOCATIONS APPROVED BY THE DEVELOPER. DURING THE CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL COMPLY WITH THE PRESENT ZONING REQUIREMENTS OF THE GOVERNING AUTHORITIES IN THE USE OF VACANT PROPERTY FOR STORAGE PURPOSES. THE CONTRACTOR SHALL ALSO PROVIDE ADEQUATE BARRICADES, MARKERS AND LIGHTS TO PROTECT THE DEVELOPER, THE GOVERNING AUTHORITIES, THE PUBLIC. ALL BARRICADES, LIGHTS, AND MARKERS MUST MEET THE REQUIREMENTS OF THE GOVERNING AUTHORITIES' REGULATIONS.
26. **WATER FOR CONSTRUCTION:** THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR PURCHASING WATER FROM THE GOVERNING AUTHORITY FOR HIS USE ON THE PROJECT SITE. COSTS ASSOCIATED WITH THIS SERVICE SHALL BE INCLUDED IN THE CONTRACT AMOUNT.

27. **TEMPORARY ELECTRIC AND COMMUNICATIONS FOR CONSTRUCTION:** THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR INSTALLATION AND PURCHASING OF TEMPORARY ELECTRIC AND COMMUNICATIONS SERVICES FROM THE GOVERNING AUTHORITIES FOR HIS USE ON THE PROJECT SITE. COSTS ASSOCIATED WITH THESE SERVICES SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
28. **FENCES:** ALL FENCES ENCOUNTERED AND REMOVED DURING CONSTRUCTION, EXCEPT THOSE DESIGNATED TO BE REMOVED OR RELOCATED, SHALL BE RESTORED TO THE ORIGINAL OR BETTER THAN CONDITION UPON COMPLETION OF THE PROJECT. WHERE WIRE FENCING, EITHER WIRE MESH OR BARBED WIRE, IS TO BE CROSSED, THE CONTRACTOR SHALL SET CROSS-BRACED POSTS ON EITHER SIDE OF THE CROSSING. TEMPORARY FENCING SHALL BE ERECTED IN PLACE OF THE FENCING REMOVED WHENEVER THE WORK IS NOT IN PROGRESS, AND WHEN THE SITE IS VACATED OVERNIGHT AND/OR AT ALL TIMES TO PREVENT PERSONS AND/OR LIVESTOCK FROM ENTERING THE CONSTRUCTION AREA. THE COST OF FENCE REMOVAL, TEMPORARY CLOSURES AND REPLACEMENT SHALL BE INCLUDED IN THE CONTRACT.
29. **DRAINAGE CHANNELS:** WHERE EXISTING DRAINAGE CHANNELS ARE TEMPORARILY DISTURBED OR BLOCKED DURING CONSTRUCTION, IT SHALL BE RESTORED TO THE ORIGINAL CONDITION, GRADE AND CROSS SECTION AFTER CONSTRUCTION IS COMPLETED.
30. **COORDINATION WITH OTHERS:** IN THE EVENT THAT OTHER CONTRACTORS ARE DOING WORK IN THE SAME AREA SIMULTANEOUSLY WITH THE PROJECT, THE CONTRACTOR SHALL COORDINATE HIS PROPOSED CONSTRUCTION WITH THAT OF THE OTHER CONTRACTORS.
31. **CONDITION OF SITE DURING CONSTRUCTION:** DURING CONSTRUCTION OF THE WORK, THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE SITE OF THE WORK AND ADJACENT PREMISES AS FREE FROM MATERIAL, DEBRIS AND RUBBISH AS IS PRACTICABLE AND SHALL REMOVE SAME FROM ANY PORTION OF THE SITE IF, IN THE OPINION OF THE DEVELOPER, SUCH MATERIAL, DEBRIS OR RUBBISH CONSTITUTES A NUISANCE OR IS OBJECTIONABLE. IN CASE OF FAILURE ON THE PART OF THE CONTRACTOR UNDER HIS CONTRACT, OR WHERE SUFFICIENT CONTRACT FUNDS ARE UNAVAILABLE FOR THIS PURPOSE, THE CONTRACTOR OR HIS SURETY SHALL REIMBURSE THE DEVELOPER FOR ALL SUCH COSTS.
32. **EXISTING ROADWAYS:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF EXISTING PAVED ROADS. ALL COSTS ASSOCIATED WITH MAINTAINING THE CLEANLINESS OF EXISTING ROADS SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
33. **DUST CONTROL:** THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO CONTROL DUST ON THE PROJECT SITE BY SPRINKLING OF WATER, OR ANY OTHER METHODS APPROVED BY THE GOVERNING AUTHORITIES, AND SHALL PROVIDE ALL EQUIPMENT AND PERSONNEL REQUIRED TO PREVENT DUST FROM BECOMING A NUISANCE TO THE ADJACENT PROPERTIES.
34. **CLEAN-UP FOR FINAL ACCEPTANCE:** THE CONTRACTOR SHALL MAKE A FINAL CLEAN UP OF ALL PARTS OF THE WORK BEFORE ACCEPTANCE BY THE DEVELOPER. THIS CLEAN UP SHALL INCLUDE REMOVAL OF ALL OBJECTIONABLE MATERIALS AND, IN GENERAL, PREPARING THE SITE OF THE WORK IN AN ORDERLY MANNER OF APPEARANCE.
35. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** ALL WORK WHICH HAS BEEN REJECTED OR CONDEMNED SHALL BE REPAIRED, OR IF IT CANNOT BE REPAIRED SATISFACTORILY, IT SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. DEFECTIVE MATERIALS SHALL BE IMMEDIATELY REMOVED FROM THE WORK SITE. WORK DONE BEYOND THE LINE OR NOT IN CONFORMITY WITH THE GRADES SHOWN ON THE DRAWINGS OR AS PROVIDED, WORK DONE WITHOUT REQUIRED INSPECTION, OR ANY EXTRA OR UNCLASSIFIED WORK DONE WITHOUT WRITTEN AUTHORITY AND PRIOR AGREEMENT IN WRITING AS TO PRICES, SHALL BE AT THE CONTRACTOR'S RISK, AND WILL BE CONSIDERED UNAUTHORIZED, AND AT THE OPTION OF THE DEVELOPER MAY NOT BE MEASURED AND PAID FOR AND MAY BE ORDERED REMOVED AT THE CONTRACTOR'S EXPENSE. UPON FAILURE OF THE CONTRACTOR TO REPAIR SATISFACTORILY OR TO REMOVE AND REPLACE, IF SO DIRECTED, REJECTED, UNAUTHORIZED OR CONDEMNED WORK OR MATERIALS IMMEDIATELY AFTER RECEIVING NOTICE FROM THE DEVELOPER, THE DEVELOPER WILL, AFTER GIVING WRITTEN NOTICE TO THE CONTRACTOR, HAVE THE AUTHORITY TO CAUSE DEFECTIVE WORK TO BE REMEDIED OR REMOVED AND REPLACED, OR TO CAUSE UNAUTHORIZED WORK TO BE REMOVED AND TO DEDUCT THE COST THEREOF FROM ANY MONIES DUE OR TO BECOME DUE TO THE CONTRACTOR.
36. **DISPOSITION AND DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS:** ALL MATERIALS TO BE REMOVED FROM THE SITE INCLUDING BUT NOT LIMITED TO EXCESS MATERIAL AND UNSUITABLE MATERIALS SUCH AS CONCRETE, ASPHALT, LARGE ROCKS, REFUSE, AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OUTSIDE THE LIMITS OF THE PROJECT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL ALSO COMPLY WITH ALL APPLICABLE LAWS GOVERNING SPILLAGE OF DEBRIS WHILE TRANSPORTING TO A DISPOSAL SITE.
37. **SEEDING:** THE CONTRACTOR SHALL PROVIDE SEEDING, WATERING, FERTILIZING AND REQUIRED MAINTENANCE FOR THE GRASSING OF ALL UNPAVED AREAS OF DEDICATED RIGHT-OF-WAY, EASEMENTS, AND ALL OTHER DISTURBED AREAS OF CONSTRUCTION NOT COVERED BY THE LANDSCAPE PLAN FOR THE PROJECT. SEEDING SHALL ALSO BE PROVIDED IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN IN ORDER TO ESTABLISH A GRASS COVER ON DISTURBED AREAS SUBJECTED TO THE EROSION OF THE SOIL SURFACE.
38. **RECORD DRAWINGS:** THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF THE INSTALLATION OF ALL MATERIALS AND SYSTEMS COVERED BY THE PROJECT CONTRACT DOCUMENTS. THESE RECORD PRINTS WILL BE REVIEWED BY THE DEVELOPER EACH MONTH PRIOR TO THE PRELIMINARY REVIEW OF CONTRACTOR'S REQUEST FOR PAYMENT. IF THE DRAWINGS ARE NOT COMPLETE, ACCURATE AND UP-TO DATE, THE DEVELOPER WILL NOT ACCEPT THE PAYMENT REQUEST. THE COMPLETED SET OF "RECORD" DRAWINGS MUST BE DELIVERED TO THE DEVELOPER BEFORE REQUESTING FINAL PAYMENT.

ALTAR GROUP



ARCHITECTURE
ENGINEERING

CYPRESS, TEXAS 77429
832-390-1714



DrivenBrands

TAKE 5 EXPRESS
OIL CHANGE

1325 N US HIGHWAY 377
ROANOKE, TX 76262

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10/12/2022

Project No.

22-074

Title

GENERAL
CONSTRUCTION
NOTES

Sheet No.

C-002

GENERAL NOTES

- This survey reflects boundary and easement information as per a commitment for title insurance issued by Chicago Title Insurance Company, Commitment Number 4000412202043, issued August 9, 2022, OF# SAT-41-4000412202043-CV, effective July 28, 2022; no additional research regarding the existence of easements or restrictions of record has been performed by Landpoint, LLC.
- Flood Statement: This tract lies partially in Zone "X"(Unshaded), areas determined to be outside of the 0.2% annual chance flood; according to the National Flood Insurance Program FIRM Map Number 48121C0515G, with an effective date of April 18, 2011. **Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.
- All bearings and coordinates shown hereon are based on the Texas Coordinate System, North Central Zone (4202), NAD83.
- Address: 1209 U.S. North, US-377, Roanoke, TX 76262
- The elevations shown hereon are based on NAVD 88 GEOID 18.
- There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- There was no observed evidence of recent street or sidewalk construction or repairs during the process of conducting the fieldwork.

SITE BENCHMARK

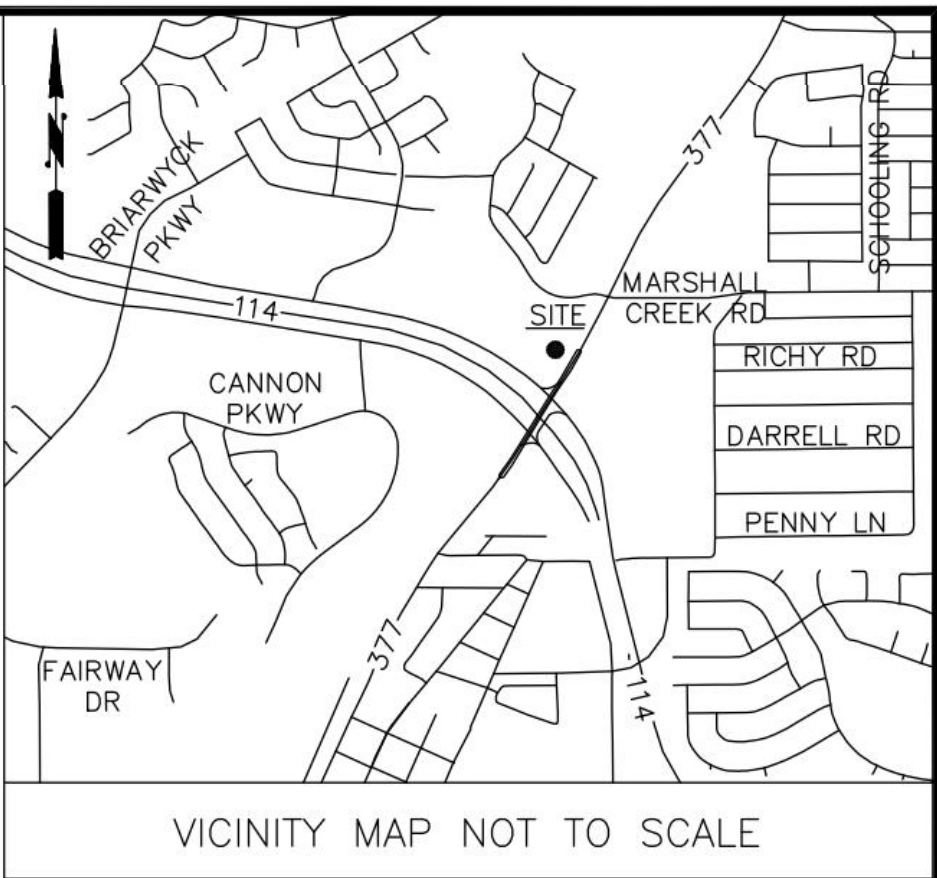
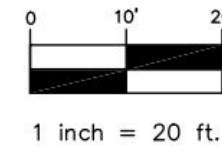
TBM SET SQUARE CUT ON TOP OF A CONCRETE HEADWALL CONTAINING AN 18" RCP, LOCATED NEAR THE SOUTH CORNER OF THE SUBJECT TRACT, ON THE NORTHWEST LINE OF STATE HIGHWAY 377, AS SHOWN HEREON. ELEV.=609.90'



SYMBOLS LEGEND

- BOLLARD
- CLEANOUT
- ELECTRIC BOX
- ELECTRIC JUNCTION BOX
- FIBER OPTIC CABLE MARKER
- FIRE HYDRANT
- GATE POST
- GREASE TRAP
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- MANHOLE
- POWER POLE
- SIGN
- STOP SIGN
- SPRINKLER HEAD
- TRANSFORMER
- WATER METER
- WATER VALVE

GRAPHIC SCALE



VICINITY MAP NOT TO SCALE

ABBREVIATIONS LEGEND

- | | |
|----------|--|
| B.L. | BUILDING LINE |
| BLDG | BUILDING |
| CONC | CONCRETE |
| DOC. | DOCUMENT |
| ESMT. | EASEMENT |
| ELEC. | ELECTRIC |
| EX | EXISTING |
| FC | FILM CODE |
| FL | FLOWLINE |
| FNC | FENCE |
| FND | FOUND |
| G | GUTTER |
| IP | IRON PIPE |
| IR | IRON ROD |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| PS | PARKING SPACES |
| (R) | RECORD DRAWING |
| RCP | REINFORCED CONCRETE PIPE |
| R.O.W. | RIGHT OF WAY |
| SAN | SANITARY SEWER |
| SQ. FT. | SQUARE FEET |
| STM | STORM SEWER |
| TC | TOP OF CURB |
| TG | TOP OF GRATE |
| TOW | TOP OF WATER |
| TxDOT | TEXAS DEPARTMENT OF TRANSPORTATION |
| TYP | TYPICAL |
| VOL. PG. | VOLUME AND PAGE |
| W/ | WITH PLASTIC CAP STAMPED "LANDPOINT" |
| W/CAP | WITH PLASTIC CAP STAMPED |
| WCS | WITH PLASTIC CAP STAMPED |
| SET IR | SET 5/8" IR WITH PLASTIC CAP STAMPED "LANDPOINT" |

SCHEDULE B ITEMS

- D. Building Lines and Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat recorded under Clerk's File No. 2012-108 Plat Records, Denton County, Texas;
- 25', 15' and 10' Building Lines
 - 24' and Variable width Firelane Easement
 - 10' Water Easement
 - 15' Drainage Easement
 - Variable width Utility Easement
 - 10' Sanitary Sewer Easement
 - 10' Utility Easement (all shown hereon)

e. Matters contained in that certain document
Entitled: Easement Agreement
Dated: January 27, 2006
Executed by: QWA-Roanoke, Ltd.
Recording Date: January 27, 2006
Recording No: under Clerk's File No. 2006-10495 Real Property Records, Denton County, Texas (shown hereon)

LEGAL DESCRIPTION:

BEING Lot 1BR-2A, Block 6, Homestead Retail Addition, a Subdivision to the City of Roanoke, Denton County, Texas, according to the Map or Plat thereof recorded in Clerk's File No. 2012-108, Plat Records of Denton County, Texas.

To: Take 5 Properties SPV, LLC, Roanoke GE, LLC, a Texas limited liability company and Chicago Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 8, 16, 17, 18 and 19, of Table A thereof.

Date of Plat or Map: August 18, 2022.

August 18, 2022
Jeremy J. Kowis
Registered Professional Land Surveyor
Texas Registration No. 6361

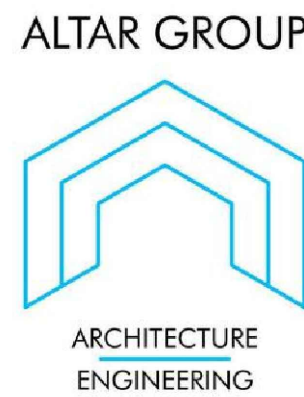


REV. NO.	DESCRIPTION	DATE	APP.

AN ALTA/NSPS SURVEY
OF A 0.9191 ACRE TRACT
LOT 1BR-2A, BLOCK 6
HOMESTEAD RETAIL ADDITION
FILE No. 2012-108, D.C.P.R.
LOCATED IN THE
J.D. HUNTER SURVEY, A-606
DENTON COUNTY, TEXAS

LANDPOINT 1311 BROADFIELD BLVD. - SUITE
275 HOUSTON, TEXAS 77084
(713) 993-0327 - FAX (713) 993-9231
T.B.F.E.L.S. FIRM NO. 10043600

DRAWN BY: TH	SCALE: 1"=20'	KEY MAP:
CHECKED BY: CEG	DATE: 08-18-22	PROJECT No. 22-1370
APPROVED BY: JJK	FIELD BOOK:	SHEET 1 OF 1



CYPRESS, TEXAS 77429
832-390-1714



TAKE 5 EXPRESS OIL CHANGE

1325 N US HIGHWAY 377
ROANOKE, TX 76262

[illegible]

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Checked

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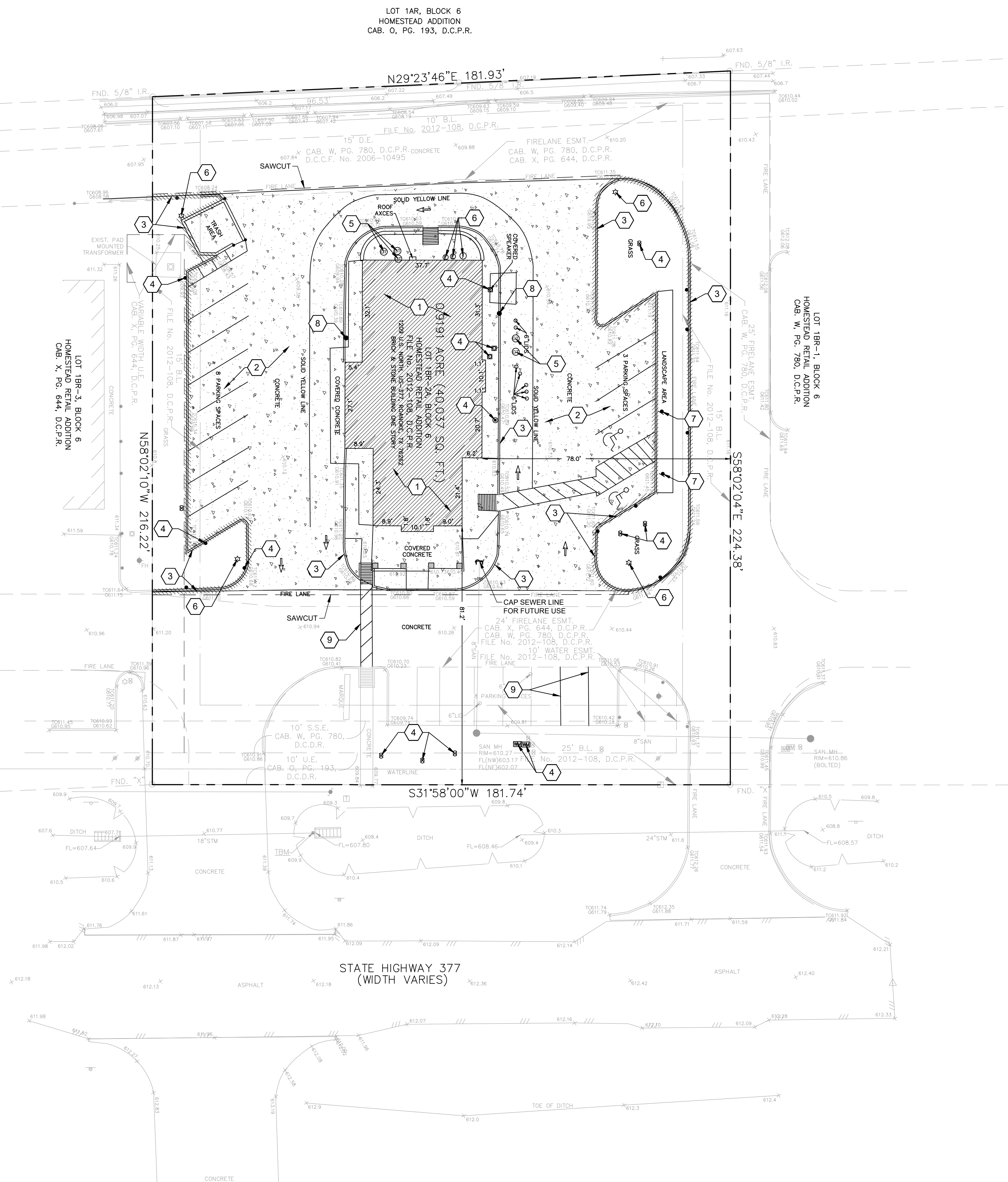
10/12/2022

Project No. 22-074

DEMOLITION PLAN

Sheet No _____

C-030

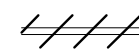


DEMOLITION LEGEND

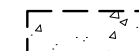


EXISTING TREE TO BE REMOVED

SAWCUT LIMITS



 EXISTING CURB AND GUTTER TO BE REMOVED



EXISTING CONCRETE PAVEMENT TO BE REMOVED



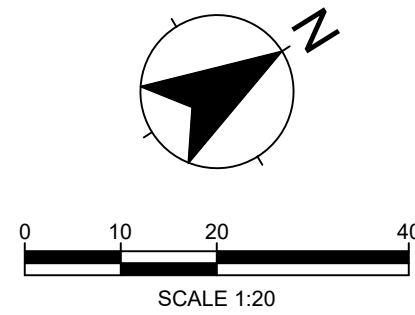
EXISTING ASPHALT PAVEMENT TO BE REMOVED

KEYNOTES

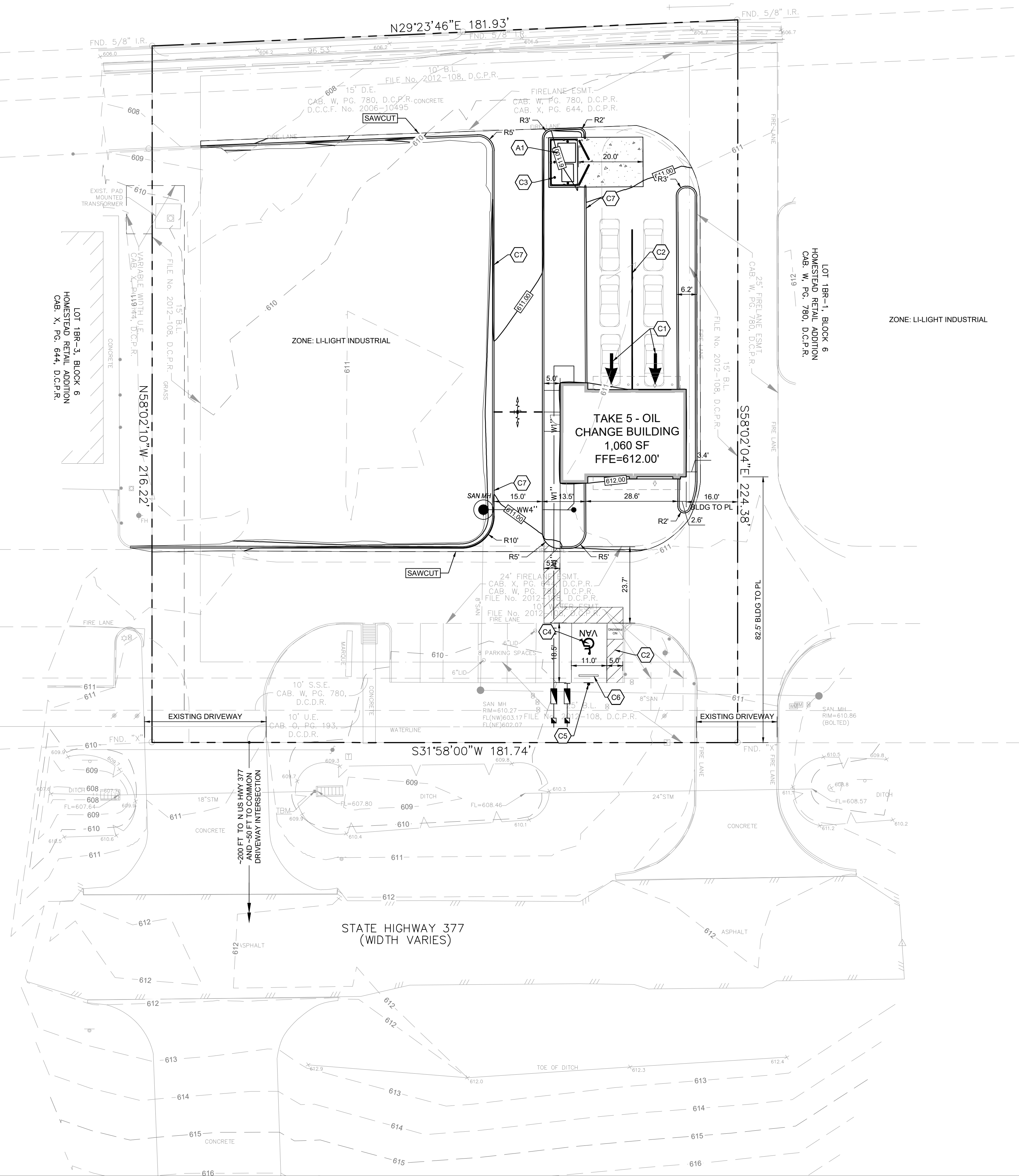
- | | |
|---|---|
| 1 | CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING BUILDING. |
| 2 | CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT. |
| 3 | CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING CURB. |
| 4 | CONTRACTOR TO REMOVE & DISPOSE OF EXISTING UTILITIES AND APPURTENANCES. |
| 5 | CONTRACTOR TO REMOVE & DISPOSE OF EXISTING GREASE TRAP. |
| 6 | CONTRACTOR TO REMOVE & DISPOSE OF EXISTING LIGHT POLE, ELECTRIC LINE AND APPURTENANCES. |
| 7 | CONTRACTOR TO REMOVE & DISPOSE OF EXISTING SIGNS. |
| 8 | CONTRACTOR TO REMOVE & DISPOSE OF EXISTING BOLLARDS. |
| 9 | CONTRACTOR TO REMOVE EXISTING STRIPING. |

GENERAL DEMOLITION NOTES

1. **GENERAL CONSTRUCTION NOTES:** REFER TO SHEET C-002 FOR THE GENERAL CONSTRUCTION NOTES FOR THE PROJECT.
2. **INGRESS AND EGRESS:** THE CONTRACTOR SHALL MAINTAIN INGRESS AND EGRESS TO THE SITE AND ADJACENT PROPERTIES AT ALL TIMES AND CONDUCT HIS OPERATIONS WITH MINIMUM INTERFERENCE TO THE ADJACENT PROPERTY OR TRAFFIC.
3. **PROTECTION OF EXISTING FACILITIES:** CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS, FENCING, BRACING AND SHORING, AND SECURITY DEVICES TO PROTECT EXISTING STRUCTURES, UTILITIES, APPURTENANCES, TREES AND LANDSCAPING, AND TO PREVENT ANY MOVEMENT OR COLLAPSE OF EXISTING STRUCTURE WHICH ARE NOT TO BE DEMOLISHED AND/OR REMOVED.
4. **HAZARDOUS AND/OR CONTAMINATED MATERIALS:** THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNING AUTHORITIES AND THE DEVELOPER IMMEDIATELY IF HAZARDOUS OR CONTAMINATED MATERIALS ARE DISCOVERED.
5. **STORAGE OF MATERIALS FOR RE-USE:** CONTRACTOR SHALL REMOVE AND STORE ON SITE (WHERE DESIGNATED BY THE DEVELOPER), ALL MATERIALS TO BE SALVAGED OR RE-INSTALLED LATER IN CONSTRUCTION.
6. **FRANCHISE UTILITY COORDINATION:** THE CONTRACTOR SHALL NOTIFY AND COORDINATE WITH ALL FRANCHISE UTILITY COMPANIES FOR THE REMOVAL AND/OR RELOCATION OF THE EXISTING UTILITIES AND APPURTENANCES USED BY EACH UTILITY. ALL WORK ASSOCIATED WITH FRANCHISE UTILITY REMOVAL, RELOCATION AND/OR MODIFICATIONS ARE TO BE PERFORMED ONLY BY THAT UTILITY PROVIDER UNLESS SPECIFICALLY NOTED OTHERWISE.
7. **TREE REMOVAL:** NO TREES SHALL BE CUT AND/OR REMOVED FROM THE PROJECT SITE UNTIL SPECIFICALLY AUTHORIZED BY THE DEVELOPER.
8. **SAW CUTTING OF EXISTING PAVEMENT:** SAW CUTTING, (WHERE INDICATED ON THE DRAWINGS FOR REMOVAL OF EXISTING PAVEMENT, SHALL BE A FULL DEPTH CUT THAT IS NEAT AND TRUE IN ALIGNMENT.
9. **REMOVAL OF UTILITIES:** THE CONTRACTOR SHALL DISCONNECT, REMOVE AND/OR CAP ALL UTILITIES WHERE INDICATED ON THE DRAWINGS, AND SHALL DOCUMENT THE LOCATION OF CAPPED UTILITIES AND SUBSURFACE OBSTRUCTIONS THAT ARE ENCOUNTERED.
10. **BUILDING/STRUCTURE REMOVAL:** DEMOLITION AND REMOVAL OF DESIGNATED BUILDINGS AND STRUCTURES SHALL INCLUDE, IN ADDITION TO ALL ABOVE GROUND MATERIALS, THE SLAB, FLOOR, CEILING, AND INTERIOR PARTITIONS, ROCK, TRASH, REFUSE, AND OTHER DEBRIS TO A DEPTH OF AT LEAST 5 FEET BELOW PROPOSED FINISHED GRADE, OR AT LEAST 2 FEET BELOW THE BOTTOM OF ANY PROPOSED IMPROVEMENTS IN THAT LOCATION, WHICHEVER IS GREATER.
11. **BACKFILLING:** THE CONTRACTOR SHALL BACKFILL ALL EXCAVATED AREAS CAUSED AS A RESULT OF THE WORK AND PROVIDE POSITIVE DRAINAGE TO THE ADJACENT WATER.
12. **REMOVAL OF MATERIALS FROM SITE:** ALL MATERIALS TO BE REMOVED FROM THE SITE INCLUDING BUT NOT LIMITED TO CONCRETE CURB AND PAVEMENT; ASPHALT PAVEMENT; BUILDING MATERIALS, EXCESS OR UNSUITABLE EARTHEN MATERIAL; UTILITY PIPING; TREES, BRANCHES AND STUMPS; ROCK, TRASH, REFUSE, AND OTHER DEBRIS TO BE REMOVED FROM THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OUTSIDE THE LIMITS OF THE PROJECT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS GOVERNING SPILLAGE OF DEBRIS WHILE TRANSPORTING TO A DISPOSAL SITE.
13. **REPLACEMENT OF DAMAGED FACILITIES:** ALL STRUCTURES, UTILITIES, PAVEMENT, SIDEWALKS, WALLS, FENCES, ETC. NOT DESIGNATED TO BE REMOVED BUT THAT ARE DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO A CONDITION AS GOOD AS OR BETTER THAN THE ORIGINAL CONDITIONS PRIOR TO STARTING THE WORK, SOLELY AT THE EXPENSE OF THE CONTRACTOR.



LOT 1AR, BLOCK 6
HOMESTEAD ADDITION
CAB. O, PG. 193, D.C.P.R.



LEGEND

	SAWCUT LIMITS
	VAN ACCESSIBLE PARKING
	ACCESSIBLE PARKING
	SIGN
	LIGHT

SITE FEATURES KEYNOTES

A1	DUMPSTER ENCLOSURE. REFERENCE ARCH SHEET ASP2 FOR DETAILS.
C1	PAVEMENT MARKINGS. REFERENCE SHEET C-510 FOR DETAILS.
C2	4" WHITE STRIPING. REFERENCE SHEET C-510 FOR DETAILS.
C3	BOLLARD TYPE I. REFERENCE SHEET C-510 FOR DETAILS.
C4	ACCESSIBLE PARKING. REFERENCE SHEET C-510 FOR DETAILS.
C5	ACCESSIBLE SIGN IN BOLLARD. REFERENCE SHEET C-510 FOR DETAILS.
O6	WHEEL STOP. REFERENCE SHEET C-510 FOR DETAILS.
C7	6" CONCRETE CURB

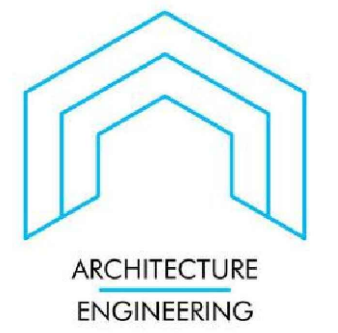
SITE DATA SUMMARY TABLE

ZONING:	L/LIGHT INDUSTRIAL
PROPOSED USE:	OIL CHANGE FACILITY
SITE AREA:	0.92 AC (40,038 S.F.)
BUILDING AREA:	0.02 AC (1,060 S.F.)
BUILDING HEIGHT:	19'-10" $\frac{11}{16}$ "
LANDSCAPE AREA:	0.47 AC (20,283 S.F.)
PAVEMENT AREA:	0.43 AC (18,695 S.F.)
IMPERVIOUS AREA:	0.45 AC (19,755 S.F.)
PARKING REQUIRED: 1 SPACE PER 200 S.F. = 1,060 X (1/200) = 5.3	= 6 SPACES
PARKING PROVIDED: ADA STALL: REGULAR: TOTAL:	1 SPACE 6 SPACES (EXISTING) 7 SPACES

DIMENSIONAL CONTROL NOTES

1. **GENERAL CONSTRUCTION NOTES:** REFER TO SHEET C-002 FOR THE GENERAL CONSTRUCTION NOTES FOR THE PROJECT.
2. **SURVEYING:** ALL SURVEYING REQUIRED FOR CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE DEVELOPER SHALL PROVIDE THE PROPERTY CORNERS AND THE BENCHMARKS FOR USE AS HORIZONTAL AND VERTICAL DATUM. THE CONTRACTOR SHALL EMPLOY A REGISTERED PROFESSIONAL LAND SURVEYOR TO PERFORM ALL ADDITIONAL SURVEY, LAYOUT AND MEASUREMENT WORK NECESSARY FOR THE COMPLETION OF THE PROJECT.
3. **PROTECTION OF PROPERTY CORNERS AND BENCHMARKS:** THE CONTRACTOR SHALL PROTECT ALL PROPERTY CORNER MARKERS AND BENCHMARKS, AND WHEN ANY SUCH MARKERS OR MONUMENTS ARE IN DANGER OF BEING DISTURBED, THEY SHALL BE PROPERLY REFERENCED AND IF DISTURBED, SHALL BE RESET BY A REGISTERED PUBLIC SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
4. **DIMENSIONAL CONTROL:** ALL PAVING DIMENSIONS AND COORDINATES SHOWN ARE TO FACE OF CURB WHERE APPLICABLE. ALL DIMENSIONS SHOWN AT PL CURB POINTS ARE AT THE INTERSECTION OF THE FACE OF CURB.
5. **CURB RADIUS:** ALL CURB RADIUS SHALL BE 3 FEET TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. **BUILDING DIMENSIONS:** CONTRACTOR SHALL REFER TO BUILDING PLANS FOR ACTUAL BUILDING DIMENSIONS. THE DIMENSIONS AND CORNERS SHOWN ARE TO FACE OF OUTSIDE WALLS OF THE CONTRACTOR.
7. **TOPOGRAPHIC BOUNDARY SURVEY:** SURVEY INCLUDES PROPERTY LINE, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY:
SURVEYOR:
LANDPOINT, LLC
1311 BROADFIELD BOULEVARD, SUITE 275
HOUSTON, TX 77084
CONTACT: HAROLD L. MOYER
PHONE: 713-993-0327
8. **HANDICAP PARKING:** HANDICAPPED PARKING AREAS SHALL BE CONSTRUCTED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
9. **FIRE LANE:** FIRE LANES SHALL BE CONSTRUCTED AND MARKED PER CITY STANDARDS REFERENCE PAVING PLAN FOR DETAILS.
10. **SIGNS:** CONTRACTOR TO PROVIDE HANDICAPPED PARKING SIGNS AND POLES.

NOTE:
ALL SIGNAGE SHALL COMPLY WITH ALL SIGN CODE ORDINANCES AND SHALL BE PERMITTED SEPARATELY.



CYPRESS, TEXAS 77429
832-390-1714



**TAKE 5 EXPRESS
OIL CHANGE**

1325 N US HIGHWAY 377
ROANOKE, TX 76262

[illegible]

Drawn	KC
Checked	AH

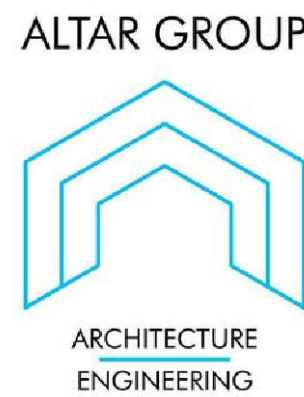
10/12/2022

Project No.	22-074
Title	

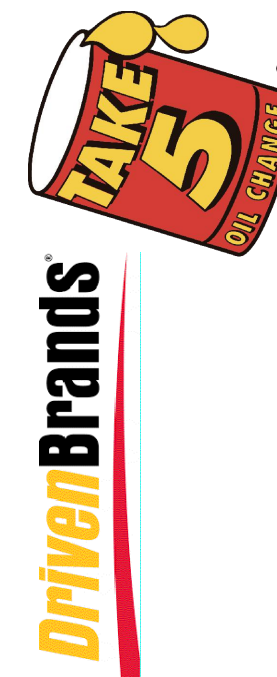
SITE PLAN

Sheet No.

C-100



CYPRESS, TEXAS 77429
832-390-1714



**TAKE 5 EXPRESS
OIL CHANGE**

1325 N US HIGHWAY 377
ROANOKE, TX 76262

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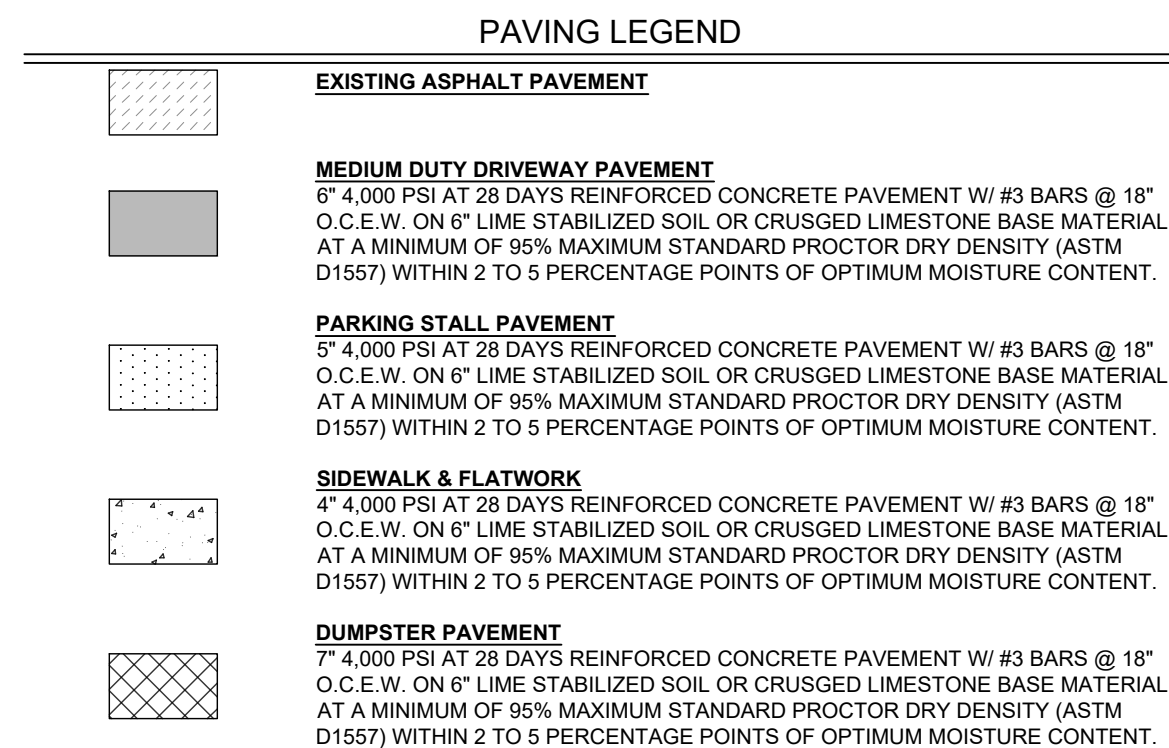
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Project No. 22-07

PAVING PLAN

Sheet No.

C-200

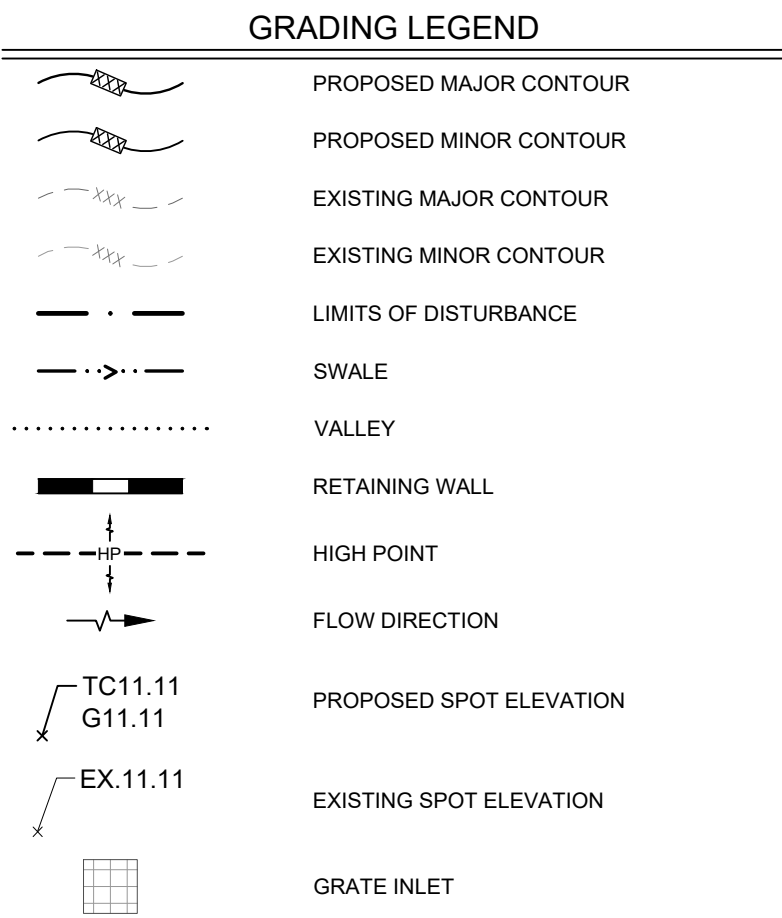
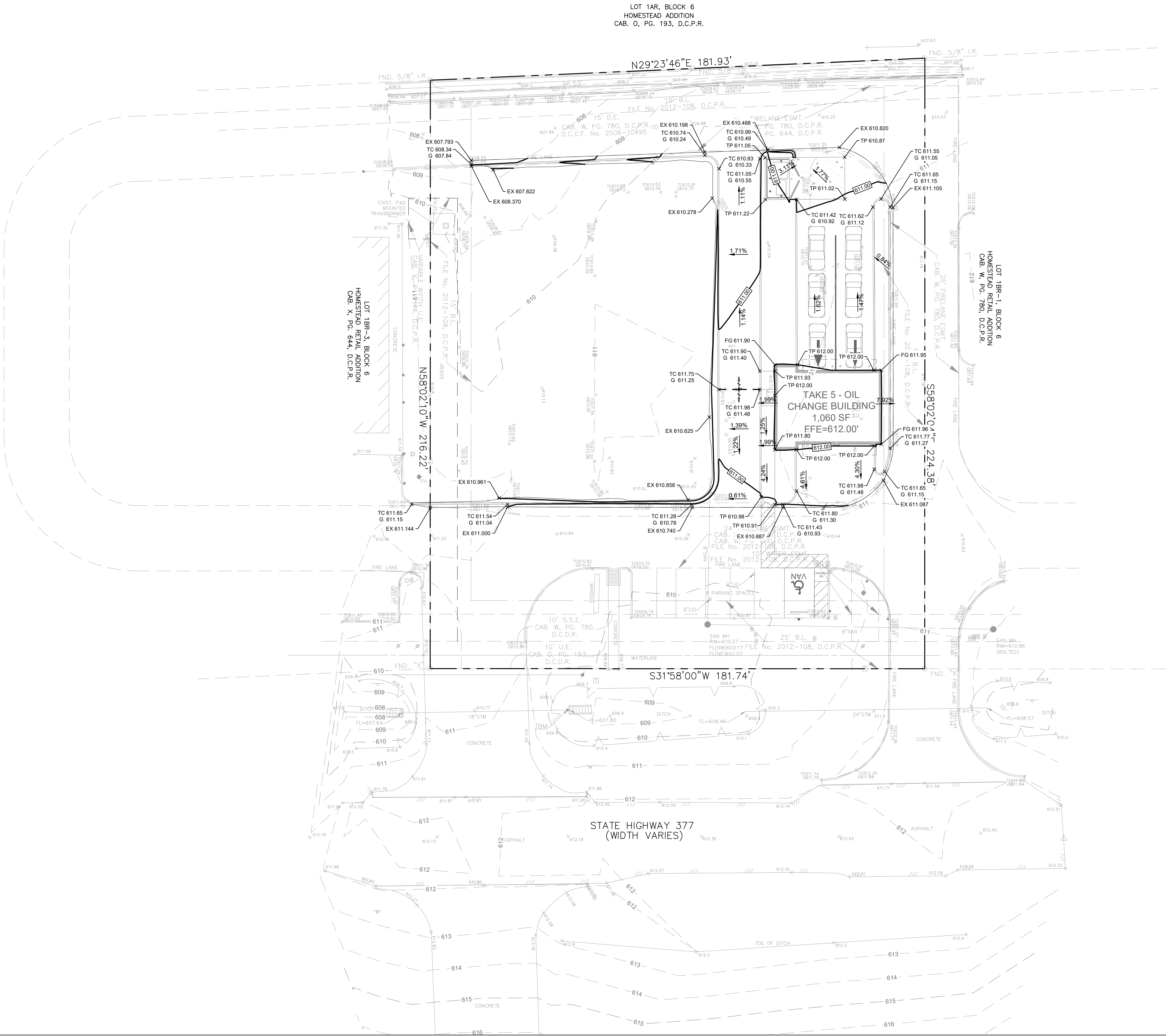


PAVEMENT JOINTING NOTES

1. **PAVEMENT JOINT LAYOUT:** CONTROL JOINTS SHALL BE INSTALLED AT A MAXIMUM SPACING OF 12 FEET O.C.E.W. EXPANSION JOINTS SHALL BE INSTALLED AT A MAXIMUM SPACING OF 60 FEET. LEVEL UP SAND COURSE WILL NOT BE ALLOWED. IF A PROPOSED PAVEMENT JOINT LAYOUT PLAN HAS BEEN PROVIDED BY THE ENGINEER, THE CONTRACTOR SHALL IMPLEMENT THAT PLAN OR PROVIDE AN ALTERNATE JOINT LAYOUT TO THE ENGINEER FOR REVIEW. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF THE PLAN AND SUBMITTAL TO THE ENGINEER FOR REVIEW. THE CONTRACTOR'S JOINT LAYOUT PLAN SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW A MINIMUM OF 2 WEEKS PRIOR TO BEGINNING PAVING CONSTRUCTION.
2. **SAW CUTTING:** SAW CUTTING SHALL BE DONE WITHIN EIGHT HOURS OF POUR OR AS SOON AS CONCRETE CAN SUPPORT WEIGHT. THE CONTRACTOR SHALL MARK JOINT LOCATIONS AT THE CENTERLINE OF THE DOWEL LENGTH DURING HIS PAVING OPERATIONS. ALL SAWED JOINTS SHALL BE TRUE IN ALIGNMENT AND SHALL CONVEY THROUGH THE CURB. RADIAL JOINTS SHALL BE NO SHORTER THAN 18 INCHES.
3. **JOINT SEALING:** ALL CONSTRUCTION & CONTROL JOINTS SHALL BE SAWN, CLEANED OF DEBRIS, DIRT, DUST, SCALE, CURING COMPOUND AND CONCRETE, BLOWN DRY AND IMMEDIATELY SEALED. JOINT SEALING MATERIAL SHALL BE HOT POURED RUBBER SEALANT OR AN APPROVED EQUIV. SPECIFICATIONS TO BE SUBMITTED TO ENGINEER PRIOR TO PLACEMENT.
4. **ODD SHAPED PANELS:** ODD SHAPED PANELS SHALL BE REINFORCED WITH #3 BARS @ 18" O.C.E.W. AN ODD SHAPED PANEL IS CONSIDERED TO BE ONE IN WHICH THE SLAB TAPER TO A SHARP ANGLE WHEN THE LENGTH TO WIDTH RATIO EXCEEDS 3 TO 1 OR WHEN A SLAB IS NEITHER SQUARE OR RECTANGULAR.
5. **EXPANSION JOINTS:** THE CONTRACTOR SHALL PROVIDE AN EXPANSION JOINT AROUND THE PERIMETER OF ANY BLOCKOUT IN THE CONCRETE PAVING.

GENERAL PAVING NOTES

3. **GENERAL CONSTRUCTION NOTES:** REFER TO SECT C-002 FOR THE GENERAL CONSTRUCTION NOTES FOR THE PROJECT.
4. **PAVEMENT DESIGN:** ALL ON SITE CONCRETE PAVING SHALL BE OF THE THICKNESS AND STRENGTH SHOWN ON THE PLAN. CONCRETE SHALL BE THE DESIRED STRENGTH AT 28 DAYS AND REINFORCED WITH #3 BARS @ 18" O.C.E.W.
5. **REINFORCING BARS:** ALL REINFORCING BARS SHALL BE GRADE 40 KSI DEFORMED REINFORCING STEEL. REINFORCING SHALL BE SUPPORTED BY CHAIRS AND SPACERS AT 12" ON CENTER. CONCRETE SHALL BE REINFORCED WITH THE FOLLOWING REINFORCEMENT SIZE AND SPACING:
6. **BAR CHAIRS:** ALL REINFORCING STEEL AND DOWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
7. **TEMPERATURE CONDITIONS FOR CONCRETE PLACEMENT:** CONCRETE SHALL NOT BE PLACED WHEN THE TEMPERATURE IS BELOW 40 DEGREES FAHRENHEIT AND FALLING, BUT MAY BE PLACED WHEN TEMPERATURE IS ABOVE 35 DEGREES FAHRENHEIT AND RISING. THE TEMPERATURE READING SHALL BE TAKEN IN THE SHADE AND AWAY FROM ARTIFICIAL HEAT.
8. **CONCRETE PAVEMENT CURING:** CONCRETE TO BE FLOAT FINISHED AND CURED FOR A MINIMUM OF 72 HOURS; MEMBRANE CURING TYPE 2 WHITE PIGMENTED SEAL BE USED FOR CURING. CURING SHALL BE COMPLETED IMMEDIATELY AFTER FINISHING OF SURFACES AND SHALL BE IN ACCORDANCE WITH SECTION THE TEXAS HIGHWAY STANDARD SPECIFICATIONS, ITEM 1526.
9. **SUBGRADE PREPARATION:** SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF 6 INCHES AND SHALL BE RECOMPACTED TO A (MIN.) OF 95% OF THE STANDARD PROCTOR (ASTM -0698) MAXIMUM DRY DENSITY AT A MOISTURE CONTENT WITHIN +1% TO +3% ABOVE OPTIMUM MOISTURE CONTENT. REFER TO GEOTECHNICAL REPORT AND SUPPLEMENTS BY EGS SOUTHWEST, LLP, EGS PROJECT NO. 61-1698, DATED AUGUST 10, 2022.
10. **PREPARATION OF SUBGRADE FOR PAVING:** THE FOLLOWING SHALL BE PERFORMED IN ACCORDANCE WITH THE GOVERNING AUTHORITIES SPECIFICATION FOR THE GEOTECHNICAL REPORT, THE MORE RESTRICTIVE REQUIREMENTS SHALL PREVAIL.
- PREPARATION OF THE SUBGRADE FOR PAVING WITHIN RIGHT-OF-WAY, ACCESS EASEMENTS AND/OR FIRE LANES SHALL NOT BE INITIATED UNTIL ALL TESTING OF UNDERGROUND UTILITIES HAS BEEN COMPLETED AND VERIFIED TO MEET THE GOVERNING AUTHORITIES' SPECIFICATIONS AND AUTHORIZATION TO PROCEED HAS BEEN RECEIVED FROM THE INSPECTOR.
 - PAVEMENT SUBGRADE SHALL NOT BE ALLOWED TO RETAIN WATER. WET MATERIAL SHALL BE REMOVED TO DRY, SOUND MATERIAL AND APPROPRIATE DENSITY SHALL BE MAINTAINED.
11. **PROOF-ROLL SUBGRADE:** AFTER STRIPS AND GRUBBING, CUTTING TO THE PROPOSED GRADE, AND BEFORE COMPACTING THE SUBGRADE OR PLACING OF STRUCTURAL FILL, THE EXPOSED SUBGRADE SHOULD BE REVIEWED BY THE GEOTECHNICAL ENGINEER OR AUTHORIZED REPRESENTATIVE. THE EXPOSED SUBGRADE SHOULD BE PROOF ROLLED WITH PREVIOUSLY APPROVED CONSTRUCTION EQUIPMENT HAVING A MINIMUM AXLE LOAD OF 20 TONS (E.G., FULLY LOADED TANDEM-AXLE DUMP TRUCK). THE AREAS SUBJECT TO PROOF ROLLING SHOULD BE TRAVELLED BY THE EQUIPMENT IN TWO PERPENDICULARS (ORTHOGONAL) DIRECTIONS WITH OVERLAPPING PASSES OF THE VEHICLE UNDER THE OBSERVATION OF THE GEOTECHNICAL ENGINEER OR AUTHORIZED REPRESENTATIVE. THIS PROCEDURE IS INTENDED TO ASSIST IN IDENTIFYING LOCALIZED YIELDING MATERIALS, IF YIELDING OR "PUMPING" SUBGRADE IS IDENTIFIED BY THE PROOF ROLLING, THOSE AREAS SHALL BE DISCLOSED TO THE GEOTECHNICAL ENGINEER TO DETERMINE THE APPROPRIATE PROCEDURE ABOUT THE EXISTING CONDITIONS CAUSING THE YIELDING.
12. **LIME/CEMENT STABILIZED SUBGRADE:** IF REQUIRED FOR PAVEMENT SUBGRADE TREATMENT PER THE GEOTECHNICAL REPORT, HYDRATED LIME SHALL MEET THE REQUIREMENTS OF TxDOT ITEM 260. LIME TREATMENT USED AS SUBGRADE, LIME SHALL BE APPLIED AT THE MINIMUM RATE OF .4% BY WEIGHT, THOROUGHLY MIXED AND BLENDED WITH THE TOP 6 INCHES OF SUBGRADE AND UNIFORMLY COMPACTED TO A MINIMUM OF 95% OF THE DESIRED DENSITY. THE TYPICAL BEST PRACTICE OF THE TREATMENT SHALL BE VERIFIED BY THE INSPECTOR. CONFIRMED BY ADDITIONAL LABORATORY TESTS PRIOR TO CONSTRUCTION. LIME STABILIZATION SHALL EXTEND AT LEAST 1 FOOT BEYOND THE EDGE OF THE PAVEMENT AREA. IT SHOULD BE PROTECTED AND MAINTAINED IN A MOIST CONDITION UNTIL THE PAVEMENT IS PLACED.
13. **SAND CUSHION PROHIBITED:** THE USE OF "LEVEL UP" SAND CUSHION UNDER PAVEMENT, INCLUDING SIDEWALKS, IS STRICTLY PROHIBITED.
14. **PAVEMENT REMOVAL:** BREAKOUTS FOR REMOVAL OF EXISTING PAVEMENT AND CURBS SHALL BE MADE BY A FULL-DEPTH SAWCUT WHEN THE EXISTING PAVEMENT IS DAMAGED.
15. **CONNECTION TO EXISTING PAVEMENT:** IN ALL INSTANCES WHERE THE CONTRACTOR CONNECTS PROPOSED CONCRETE PAVEMENT TO EXISTING CONCRETE PAVEMENT, AT LEAST 15-INCHES OF REINFORCING STEEL SHALL BE EXPOSED FROM THE EXISTING CONCRETE PAVEMENT OR THE CONTRACTOR SHALL PROVIDE HORIZONTAL DOWEL BARS PER THE DETAILS. PROPOSED CONCRETE CURBS SHALL MATCH ELEVATIONS OF EXISTING CURB.
16. **TESTING:** SAMPLES FOR STRAIN TESTS OF THE CONCRETE PAVEMENT SHALL BE TAKEN BY THE GEOTECHNICAL ENGINEER TO VERIFY DESIGN. IF THE PAVEMENT AREAS FOUND TO BE DEFICIENT IN STRENGTH SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR. THE GEOTECHNICAL ENGINEER SHALL ALSO RANDOMLY CURE THE PAVEMENT TO VERIFY THE THICKNESS OF CONCRETE. ANY AREA FOUND TO BE DEFICIENT IN THICKNESS SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR.
17. **SIDEWALKS AND RAMPS:** CONSTRUCTION OF SIDEWALKS, WHEELCHAIR RAMPS AND ACCESSIBLE ROUTES SHALL BE IN ACCORDANCE WITH THE AMERICANS DISABILITY ACT (ADA) OF '74.
- SLOPED SIDEWALKS ADJACENT TO BUILDING SHALL NOT HAVE SLOPES GREATER THAN 5% OR 1:20 ALONG THE TRAVEL PATH AND A MAXIMUM 2% CROSS FALL. NO RAMPS SHALL BE USED ADJACENT TO BUILDING.
18. **PAVEMENT MARKINGS:** CONCRETE FOR HANDICAP RAMPS SHALL BE COLOR CONDITIONED "TILE RED" WITH A COLORING ADD MIXTURE SPECIFICALLY FOR USE IN CONCRETE. CONTRACTOR SHALL USE CHROMIX ADD MIXTURES OR EQUIVALENT, AS MANUFACTURED BY L.M. SCHOFIELD STAIN COMPANY AT ALL SIDEWALKS AS NOTED ON PLAN.
- PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE 2011 TEXAS "UNIFORM TRAFFIC MANUAL FOR PAVEMENT MARKINGS". FINISH SHALL BE IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' REQUIREMENTS. REFER TO THE 2011 TEXAS DIMENSION CONTROL PLAN FOR EXACT PLACEMENT. ALL HANDICAP SYMBOLS, SIGNAGE AND PAVEMENT MARKINGS SHALL COMPLY WITH ADA AND THE TAS STANDARDS. ALL PARKING SPACES SHOWN ON PROPOSED CONSTRUCTION SHALL BE MARKED WITH 4-INCH WIDTH WHITE PAINTED PAVEMENT STRIPING.
19. **IRRIGATION CONDUIT:** ALL IRRIGATION CONDUIT AND SLEEVES SHALL BE TWO 4-INCH SCHEDULE 40 PVC, INSTALLED WITH A MINIMUM OF 24-INCHES OF COVER. REFERENCE THE PAVING PLAN AND/OR LANDSCAPE PLANS FOR NUMBER OF CONDUITS, SIZE AND LOCATIONS OF PROPOSED IRRIGATION CONDUITS AND SLEEVES.
20. **PAVEMENT WARRANTY:** CONTRACTOR WILL PROVIDE A 2-YEAR UNCONDITIONAL MAINTENANCE FREE WARRANTY ON ALL PAVEMENT SURFACES.
21. **PAVEMENT WITHIN TxDOT RIGHT-OF-WAY:** ALL PAVEMENT CONSTRUCTION WITHIN TxDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS STANDARD SPECIFICATIONS FOR HIGHWAYS. ALL PAVEMENT CONSTRUCTION OUTSIDE OF THE LOCALITY WITHIN THE PROJECT BOUNDARY AND SHALL NOT PERTAIN TO CONSTRUCTION OF PAVEMENT WITHIN TxDOT RIGHT-OF-WAY.

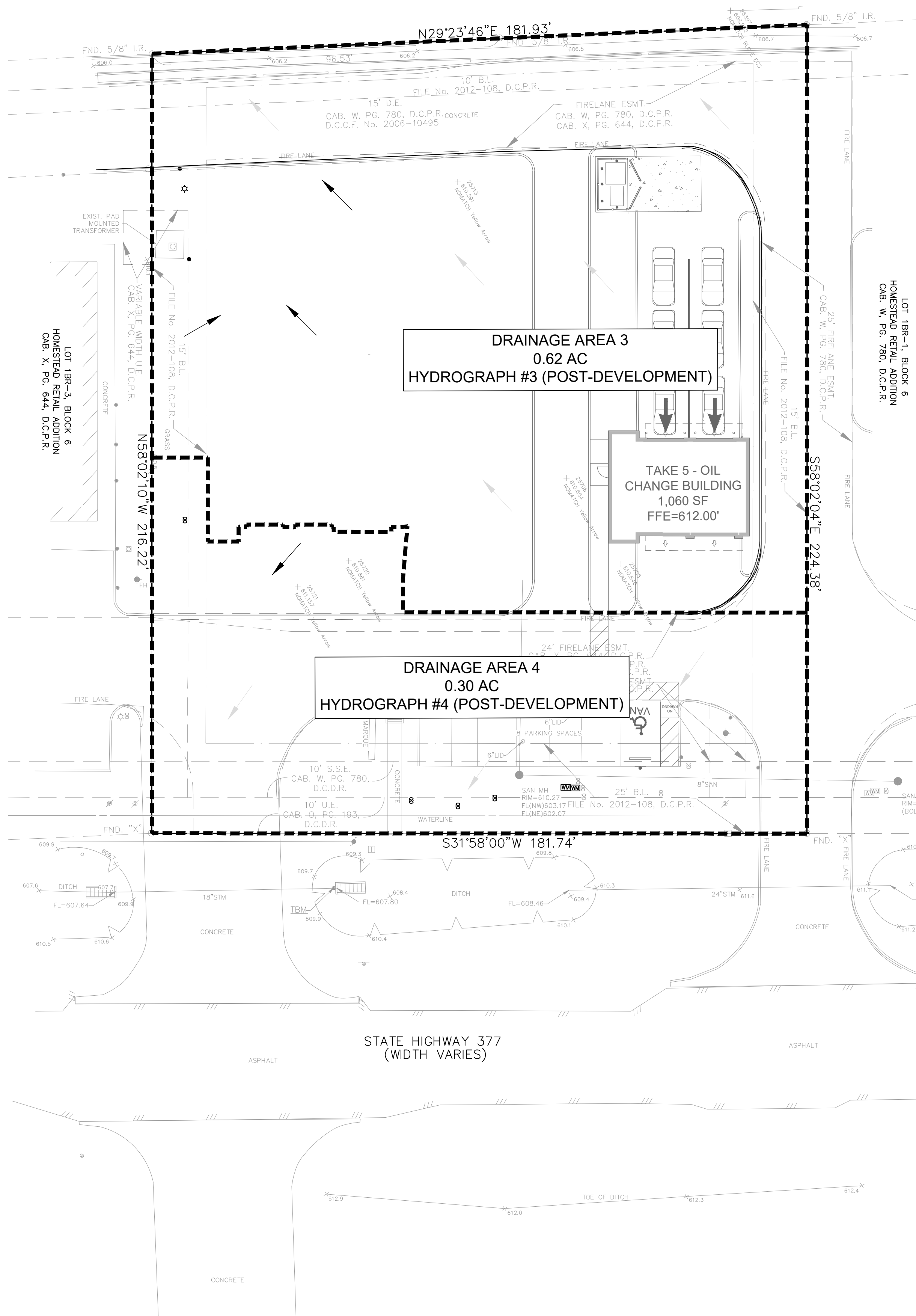


- NOTES:**
- CONTRACTOR SHALL MATCH EXISTING ELEVATION AT ALL SAWCUT LIMITS
 - LANDSCAPE GRADE SHALL NOT EXCEED A 3:1 SLOPE
 - ALL NEW SIDEWALKS (INCLUDING SIDEWALKS TO BE REMOVED & REPLACED) SHALL NOT EXCEED 2% CROSS SLOPE & 5% RUNNING SLOPE. FOR SIDEWALKS CONTAINED WITHIN THE PUBLIC ROW AND WHEN ADJACENT STREET GRADES EXCEED 5% THEN THE SIDEWALK GRADE RUNNING SLOPE MAY MATCH STREET GRADES
 - ALL ADA ACCESS ROUTES SHALL HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A 2% MAXIMUM CROSS SLOPE
 - ALL ADA PARKING SPACES AND ROUTING FROM PARKING LOT SHALL MAINTAIN 2% MAXIMUM SLOPE IN ALL DIRECTIONS

- GRADING NOTES**
- GENERAL CONSTRUCTION NOTES:** REFER TO SHEET ##### FOR THE GENERAL CONSTRUCTION NOTES FOR THE PROJECT.
 - UNDISTURBED AREAS:** PRIOR TO GRADING, BRUSH REMOVAL, OR SITE CONSTRUCTION, THE CONTRACTOR SHALL MEET WITH THE DEVELOPER AND/OR ENGINEER AT THE SITE TO ASCERTAIN THE AREAS OF THE PROJECT SITE THAT ARE TO BE PROTECTED AND PRESERVED. REFER TO THE "GENERAL TREE PROTECTION NOTES" FOR ALL CONSTRUCTION IN THE VICINITY OF EXISTING TREES.
 - TESTING:** ALL EARTHWORK OPERATIONS SHALL BE OBSERVED AND TESTED ON A CONTINUING BASIS BY THE GEOTECHNICAL ENGINEER FOR CONFORMANCE WITH THE REQUIREMENTS SET FORTH IN THE GEOTECHNICAL STUDY PREPARED BY ECS SOUTHWEST, LLP, WHICH IS MADE A PART OF THESE CONSTRUCTION DOCUMENTS.
 - STRIPPING AND DEBRIS REMOVAL:** THE BUILDING PAD SITES, AREAS TO BE PAVED, AND ALL AREAS THAT ARE TO RECEIVE FILL MATERIAL SHALL BE STRIPPED OF VEGETATION, TREES, ROOTS, STUMPS, DEBRIS, AND OTHER ORGANIC MATERIAL. THE DEPTH OF STRIPPING IS ESTIMATED TO BE ON THE ORDER OF 6 INCHES IN ORDER TO REMOVE THE SURFACE SOIL CONTAINING ORGANIC MATERIAL. THE ACTUAL STRIPPING DEPTH SHALL BE BASED ON FIELD OBSERVATIONS. STRIPPED TOPSOIL SHALL BE STOCKPILED IN A LOCATION ON-SITE APPROVED BY THE DEVELOPER. ALL TREES, INCLUDING STUMPS AND ROOT SYSTEMS, VEGETATION, DEBRIS AND OTHER OBJECTIONABLE MATERIAL SHALL BE REMOVED AND DISPOSED OFF-SITE. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS GOVERNING SPILLAGE OF DEBRIS WHILE TRANSPORTING TO A DISPOSAL SITE. ALL COSTS ASSOCIATED WITH DISPOSAL OF MATERIAL SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
 - BURNING:** BURNING SHALL NOT BE PERMITTED ON THE PROJECT SITE UNLESS APPROVED IN WRITING BY THE GOVERNING AUTHORITIES AND THE DEVELOPER.
 - PROOF ROLLING:** UPON COMPLETION OF STRIPPING OPERATIONS, AND PRIOR TO PLACEMENT OF ANY FILL MATERIALS, THE STRIPPED AREAS SHOULD BE OBSERVED TO DETERMINE IF ADDITIONAL EXCAVATION IS REQUIRED TO REMOVE WEAK OR OTHERWISE OBJECTIONABLE MATERIALS THAT WOULD ADVERSELY AFFECT THE FILL PLACEMENT. THE SUBGRADE SHOULD BE FIRM AND ABLE TO SUPPORT CONSTRUCTION EQUIPMENT WITHOUT DISPLACEMENT. SOFT OR YIELDING SUBGRADE SHOULD BE CORRECTED AND MADE STABLE BEFORE CONSTRUCTION PROCEEDS. PROOF ROLLING SHOULD BE PERFORMED USING A HEAVY PNEUMATIC TIRE ROLLER, LOADED DUMP TRUCK, OR SIMILAR PIECE OF EQUIPMENT WEIGHING 25 TONS. THE PROOF ROLLING OPERATIONS SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE.
 - UNSTABLE MATERIAL:** WHEN CLAY OR OTHER UNSTABLE MATERIAL IS PRESENT IN AREAS OF PROPOSED BUILDING PADS OR PAVED AREAS, THE GEOTECHNICAL ENGINEER SHALL OBSERVE THE STABILITY OF ANY EXISTING CLAY OR WEATHERED MATERIAL THAT IS PRESENT IN THE SUBBASE, AND SHALL DETERMINE WHETHER ADDITIONAL EXCAVATION OF THESE MATERIALS WILL BE REQUIRED. IF THIS MATERIAL IS DEEMED SUITABLE FOR SUBBASE MATERIAL, THE SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF SIX INCHES, ITS MOISTURE CONTENT ADJUSTED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER, AND THEN RE-COMPACTED TO AT LEAST 95% OF THE OPTIMUM DENSITY DETERMINED BY THE STANDARD PROCTOR TEST, ASTM D998 PRIOR TO PLACEMENT OF FILL MATERIALS.
 - CONTROLLED FILL:** ALL SOILS USED FOR CONTROLLED FILL SHOULD BE FREE OF ROOTS, VEGETATION, AND OTHER DELETERIOUS OR UNDESIRABLE MATERIAL. ROCKS LESS THAN 4 INCHES IN LARGEST DIMENSION WITHIN 15 INCHES OF PROPOSED SUBGRADE ELEVATION, LESS THAN 6 INCHES IN SIZE FROM 15 INCHES TO 36 INCHES OF PROPOSED SUBGRADE ELEVATION, LESS THAN 12 INCHES IN SIZE FROM 36 INCHES TO 72 INCHES OF PROPOSED SUB GRADE ELEVATION, AND LESS THAN 18 INCHES IN LARGEST DIMENSION FOR FILLS IN EXCESS OF 72 INCHES FROM SUBGRADE ELEVATION, WILL BE ALLOWED AS ACCEPTABLE FILL MATERIAL. ROCK FILLS SHOULD BE SUPPLEMENTED WITH A SUFFICIENT AMOUNT OF FINE MATERIAL TO PREVENT VOIDS. SOILS IMPORTED FROM OFF-SITE FOR USE AS FILL SHOULD BE APPROVED BY THE GEOTECHNICAL ENGINEER. THE FILL MATERIAL SHOULD BE PLACED IN LEVEL, UNIFORM LIFTS, WITH EACH LIFT COMPACTED TO THE MINIMUM DRY DENSITY WITHIN THE COMPACTION SOIL MOISTURE RANGES RECOMMENDED. THE LOOSE LIFT THICKNESS SHOULD NOT EXCEED 8 INCHES. EACH LAYER SHOULD BE PROPERLY PLACED, MIXED, SPREAD, AND COMPACTED TO BETWEEN 95% AND 100% OF STANDARD PROCTOR DENSITY AS DETERMINED BY ASTM D998.
 - PROPOSED GRADES:** THE PROPOSED CONTOURS INDICATED ON THE GRADING PLAN ARE FINISHED GRADES AND ARE SHOWN AT ONE-FOOT INTERVALS. SPOT ELEVATIONS SHOWN IN PAVED AREAS ARE TOP OF PAVEMENT, UNLESS NOTED OTHERWISE.
 - BUILDING ENTRANCE GRADES:** REFER TO THE BUILDING PLANS FOR DETAILED SPOT GRADING AT THE BUILDING ENTRANCE AREAS. THE CONTRACTOR SHALL COMPLY WITH ALL ADA AND LOCAL STATE GOVERNING AUTHORITY STANDARDS FOR REQUIREMENTS REGARDING MAXIMUM SLOPES FOR HANDICAP PARKING AREAS, SIDEWALKS, ACCESS RAMPS AND ACCESSIBLE ROUTES.
 - LANDSCAPE AREAS:** ALL LANDSCAPE AREAS AND OTHER DISTURBED AREAS WITHIN THE LIMITS OF THE PROPERTY NOT DESIGNATED TO BE PAVED SHALL RECEIVE 6 INCHES OF TOPSOIL, REFER TO THE EROSION AND SEDIMENT CONTROL PLANS AND/OR LANDSCAPE PLANS FOR LIMITS OF TOPSOIL PLACEMENT.
 - UNCLASSIFIED EXCAVATION:** ALL UNCLASSIFIED EXCAVATION, INCLUDING, BUT NOT LIMITED TO, CUT & FILL, HAUL IN, HAIL OFF ASSOCIATED WITH CONSTRUCTION OF PAVEMENT TO FINAL GRADE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

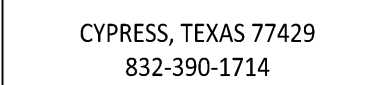
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LOT 1AR, BLOCK 6
HOMESTEAD ADDITION
CAB. 0, PG. 193, D.C.P.R.



PROPOSED SITE DEVELOPMENT
SCALE 1:20

ALTAR GROUP



AREA COVER TABLE	
EXISTING CONDITIONS:	
BUILDING AREA	3,106 SF
CONCRETE PAVEMENT	29,751 SF
TOTAL IMPERVIOUS PAVEMENT	32,857 SF
PERVIOUS COVER	7,181 SF
PROPOSED CONDITIONS:	
BUILDING AREA	1,455 SF
CONCRETE PAVEMENT	21,307 SF
TOTAL IMPERVIOUS PAVEMENT	22,762 SF
PERVIOUS COVER	17,276 SF

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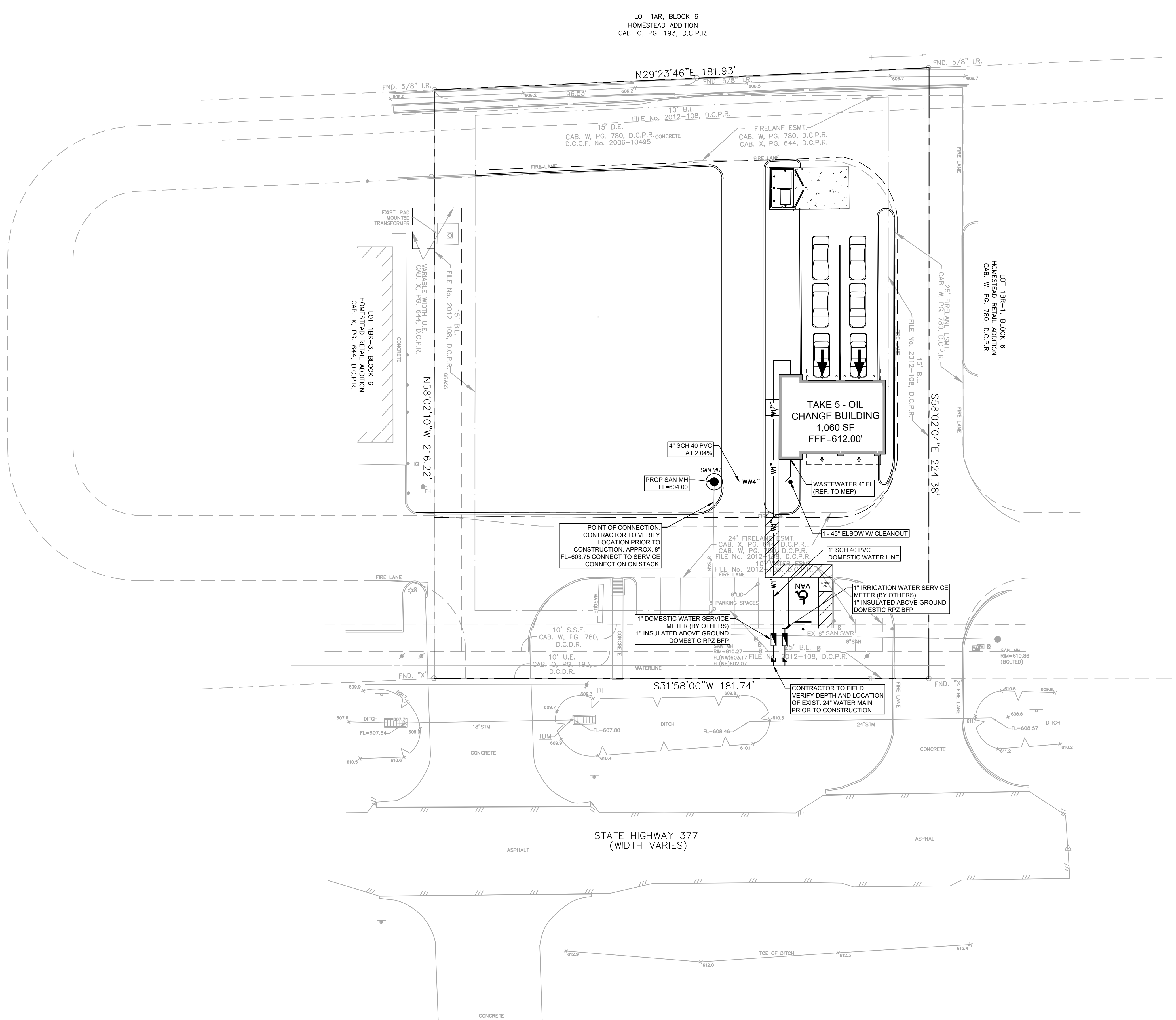
10/12/2022

Project No. 22-074

EXISTING VS PROPOSED DRAINAGE PLAN

Sheet No.

C-400



UTILITY PLAN LEGEND

EXISTING

PROPOSED

WASTEWATER LINE

WASTEWATER MANHOLE

WASTEWATER CLEANOUT

WATER LINE

WATER METER

BACK FLOW PREVENTER

FIRE HYDRANT

FDC

GAS LINE

GAS METER

OVERHEAD ELECTRIC

UNDERGROUND ELECTRIC

POWER POLE

UNDERGROUND UTILITY MARKER

STORM DRAIN

STORM DRAIN MANHOLE

STORM DRAIN CURB INLET

STORM DRAIN GRATE INLET

0

10

20

40

SCALE 1:20

N

2

UTILITY KEYNOTES

S1

PROPOSED ROUTING OF ELECTRICAL SECONDARY. CONTRACTOR SHALL PROVIDE AND INSTALL (3) 4" SCHEDULE 40 PVC CONDUITS WITH CONDUCTORS FROM TRANSFORMER TO PROPOSED METER CAN. CONTRACTOR SHALL VERIFY EXACT LOCATION AND REQUIREMENTS WITH AEP TEXAS AND OWNER PRIOR TO ROUGH IN.

S2

CONTRACTOR SHALL PROVIDE AND INSTALL PRIVATE 1 1/2" TYPE K CU WATER SERVICE.

S3

CONTRACTOR SHALL PROVIDE 1-4" SCHEDULE 40 PVC CONDUIT WITH PULL STRING FROM THE BASE OF THE EXISTING POLE TO THE BUILDING. FOR TELEPHONE SERVICE, ALL 90° BENDS SHALL BE SWEEPING ELBOWS.

UTILITY NOTES

1. GENERAL CONSTRUCTION NOTES: REFER TO SHEET C-002 FOR THE GENERAL CONSTRUCTION NOTES FOR THE PROJECT.

2. INSPECTION AND TESTING: THE CONTRACTOR SHALL COORDINATE INSPECTION AND TESTING WITH THE APPROPRIATE GOVERNING AUTHORITIES PRIOR TO BACKFILLING TRENCHES FOR ALL UTILITIES.

3. TRENCH COMPACTION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING COMPACTION TO A MINIMUM OF 96% STANDARD PROCTOR IN AREAS OF PROPOSED AND FUTURE PAVEMENT AND ALL AREAS EXCAVATED AT THE BUILDING FOOTING FOR UTILITY SERVICE ENTRIES. TRENCHES WHICH LIE OUTSIDE THESE AREAS SHALL BE COMPACTED TO A MINIMUM OF 90% STANDARD PROCTOR.

4. CONFLICTS: THE CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND TO ASSURE PROPER DEPTHS ARE ACHIEVED. IN THE EVENT OF A CONFLICT BETWEEN WATER LINES AND STORM DRAIN OR SANITARY SEWER PIPING, THE CONTRACTOR SHALL ADJUST THE WATER LINE DOWNWARDS IN SUCH A MANNER SO THAT THE PIPE MANUFACTURER'S RECOMMENDATIONS ON THE PIPE DEFLECTION AND JOINT STRESS ARE NOT EXCEEDED.

5. CONNECTION TO EXISTING UTILITIES: THE CONTRACTOR SHALL VERIFY THE SIZE, TYPE, ELEVATION, CONFIGURATION, AND ANGLATION OF EXISTING WATER, SANITARY SEWER AND UTILITY LINES PRIOR TO CONSTRUCTION OF TIE-IN MATERIALS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING FACILITIES DAMAGED BY HIS ACTIVITIES.

6. WATER METERS: THE CONTRACTOR SHALL ACQUIRE BOTH DOMESTIC AND IRRIGATION METERS FROM THE GOVERNING AUTHORITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING METERS INSTALLED IN BOXES AND CONNECTING PUBLIC TO PRIVATE WATER LINES.

7. PIPE COVER: TOP OF ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 48-INCHES.

8. HORIZONTAL BLOCKING: HORIZONTAL BLOCKING FOR WATER LINES HAS BEEN OMITTED FOR CLARITY, HOWEVER, BLOCKING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' STANDARD DETAILS.

9. THRUST BLOCKING: THRUST BLOCKING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING AUTHORITIES' STANDARD DETAILS. DO NOT COVER BELLS OR FLANGES WITH CONCRETE. THE CONTRACTOR SHALL REMOVE EXISTING THRUST BLOCKING OR RESTRAINTS WHERE NECESSARY TO ALLOW THE WORK TO PROCEED AND SHALL REPLACE THE THRUST BLOCKS WHERE REQUIRED. THE COST TO REMOVE, REPLACE OR PROVIDE THRUST BLOCKING SHALL BE INCLUDED IN THE CONTRACT AMOUNT.

10. ADDITIONAL BENDS: THE CONTRACTOR SHALL SUPPLY AND INSTALL ANY ADDITIONAL BENDS WITH THRUST BLOCKING AND OTHER APPURTENANCES REQUIRED TO ASSURE PROPER INSTALLATION OF WATER MAINS AND LATERALS. THE CONTRACTOR MAY PULL PIPE AS NEEDED AT THE BENDS WHERE THE DEFLECTION ANGLE OF THE PIPE DOES NOT MATCH THE ANGLE OF THE BEND PROVIDED THE PIPE DEFLECTION IS WITHIN TOLERABLE MANUFACTURERS LIMITS. THE COST FOR ADDITIONAL BENDS AND BLOCKING SHALL BE INCLUDED IN THE CONTRACT AMOUNT.

11. POLYETHYLENE WRAP: ALL VALVES, DUCTILE IRON AND CAST IRON PIPE, FITTINGS AND SPECIALS SHALL BE POLYETHYLENE WRAPPED.

12. ADJUSTMENTS: THE CONTRACTOR IS RESPONSIBLE FOR ADJUSTING ALL EXISTING MANHOLES, CLEANOUTS, VALVES, BOXES, VAULTS AND HYDRANTS TO FINAL GRADE. THE COST SHALL BE INCLUDED IN THE CONTRACT AMOUNT.

13. APPURTENANCES: ALL VALVES AND OTHER APPURTENANCES ON ALL FIRE PROTECTION LINES SHALL BE UL/FM APPROVED. THE COST SHALL BE INCLUDED IN THE CONTRACT AMOUNT.

14. FIRE PROTECTION WORK: ALL FIRE PROTECTION WORK MUST BE PERMITTED AND APPROVED BY THE GOVERNING AUTHORITIES' FIRE DEPARTMENT. THE CONTRACTOR SHALL CONDUCT ALL REQUIRED PRESSURE TESTS ON THE FIRE PROTECTION LINES TO THE SATISFACTION OF THE FIRE MARSHALL FOR THE GOVERNING AUTHORITY AS WELL AS THE DEVELOPERS' INSURANCE CARRIER.

15. WASTEWATER SYSTEM: ALL PIPE MATERIALS AND CONSTRUCTION METHODS SHALL BE CONSTRUCTED IN ACCORDANCE WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) CHAPTER 217 (DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEMS), LATEST REVISION.

A. ALL SEWER PIPE SHALL BE SDR-35, IN ACCORDANCE WITH ASTM SPECIFICATIONS D-3034 FOR 4-INCH THROUGH 15-INCH, AND ASTM F-879 FOR 15-INCH THROUGH 27-INCH, UNLESS NOTED OTHERWISE ON UTILITY PLAN.

B. DEFLECTION TESTS SHALL BE IN ACCORDANCE WITH TCEQ 217.57.

C. LEAKAGE TESTS SHALL BE IN ACCORDANCE WITH TCEQ 217.57.

D. BACKFILL SHALL BE IN ACCORDANCE WITH TCEQ 217.54.

E. MANHOLES SHALL BE REINFORCED CONCRETE (3000 PSI) IN ACCORDANCE WITH ASTM C478. WATERTIGHT CONNECTIONS SHALL BE IN ACCORDANCE WITH TCEQ 217.55.

16. WATER SYSTEM: ALL PIPE MATERIALS AND CONSTRUCTION METHODS SHALL BE CONSTRUCTED IN ACCORDANCE WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) CHAPTER 290, SUBCHAPTER D (RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS), LATEST REVISION.

A. WATER MAINS 4-INCH THROUGH 12-INCH SHALL BE C-900 (DR - 18) CLASS 150.

B. WATER MAINS 14-INCH THROUGH 36-INCH SHALL BE C-905 (DR - 25).

C. ALL WATER SERVICES 3-INCH AND SMALLER SHALL BE TYPE K COPPER, UNLESS NOTED OTHERWISE ON UTILITY PLANS.

D. ALL WATER LINES SHALL MEET THE REQUIREMENTS OF AWWA AND TCEQ.

E. PRESSURE AND LEAKAGE TESTING SHALL BE IN ACCORDANCE WITH AWWA C-601.

F. DISINFECTION PROCEDURES SHALL BE IN ACCORDANCE WITH AWWA C-651.

G. ALL FITTINGS SHALL BE MEGA LUGS (VERTICAL BENDS ONLY).

17. STUB OUTS: CONTRACTOR SHALL STUB A PIPE STACK 24 INCHES ABOVE FINISHED GRADE AT THE TERMINATION OF ALL SANITARY SEWER SERVICES.

ALTAR GROUP

ARCHITECTURE
ENGINEERING

CYPRESS, TEXAS 77429
832-390-1714

STATE OF TEXAS

AUSTIN HAYNES

122054

10/12/2022

TAKE 5

DRIVEN BRANDS

TAKE 5 EXPRESS
OIL CHANGE

1325 N US HIGHWAY 377
ROANOKE, TX 76262

NO.	DATE	ISSUE

Drawn
Checked

KC
AH

10/12/2022

Project No.

22-074

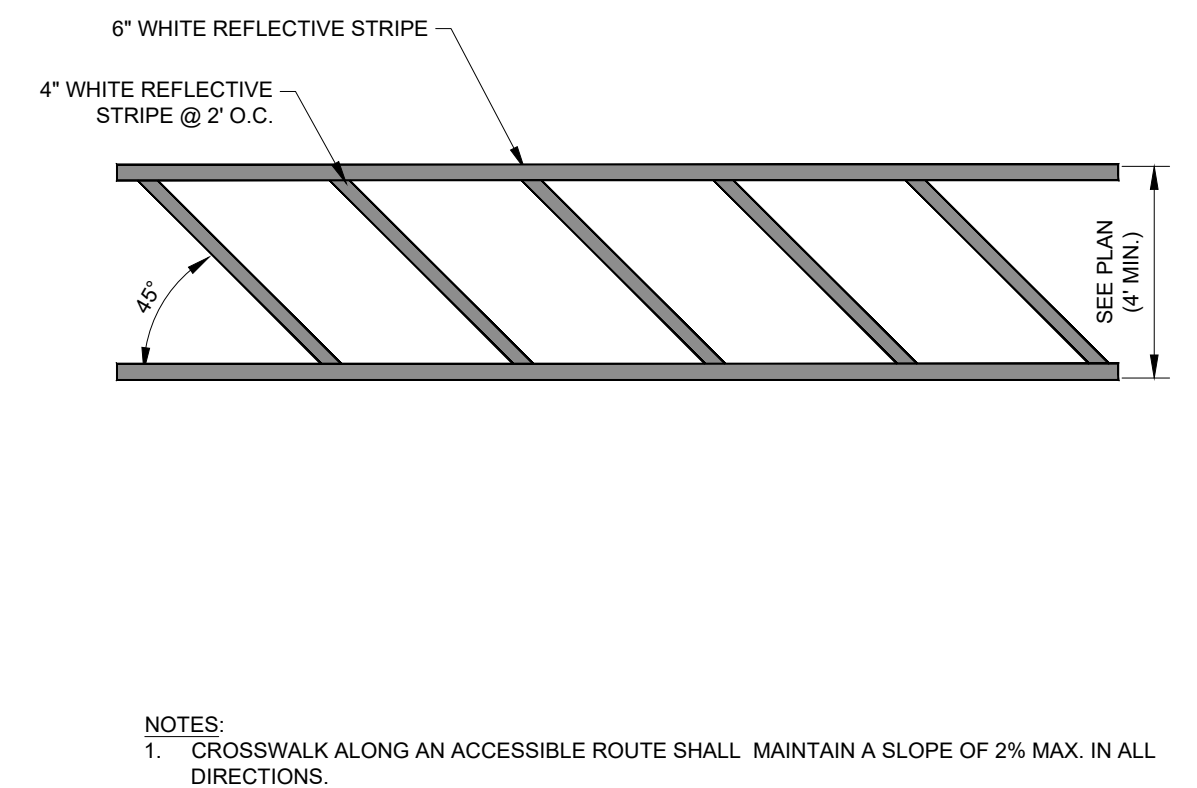
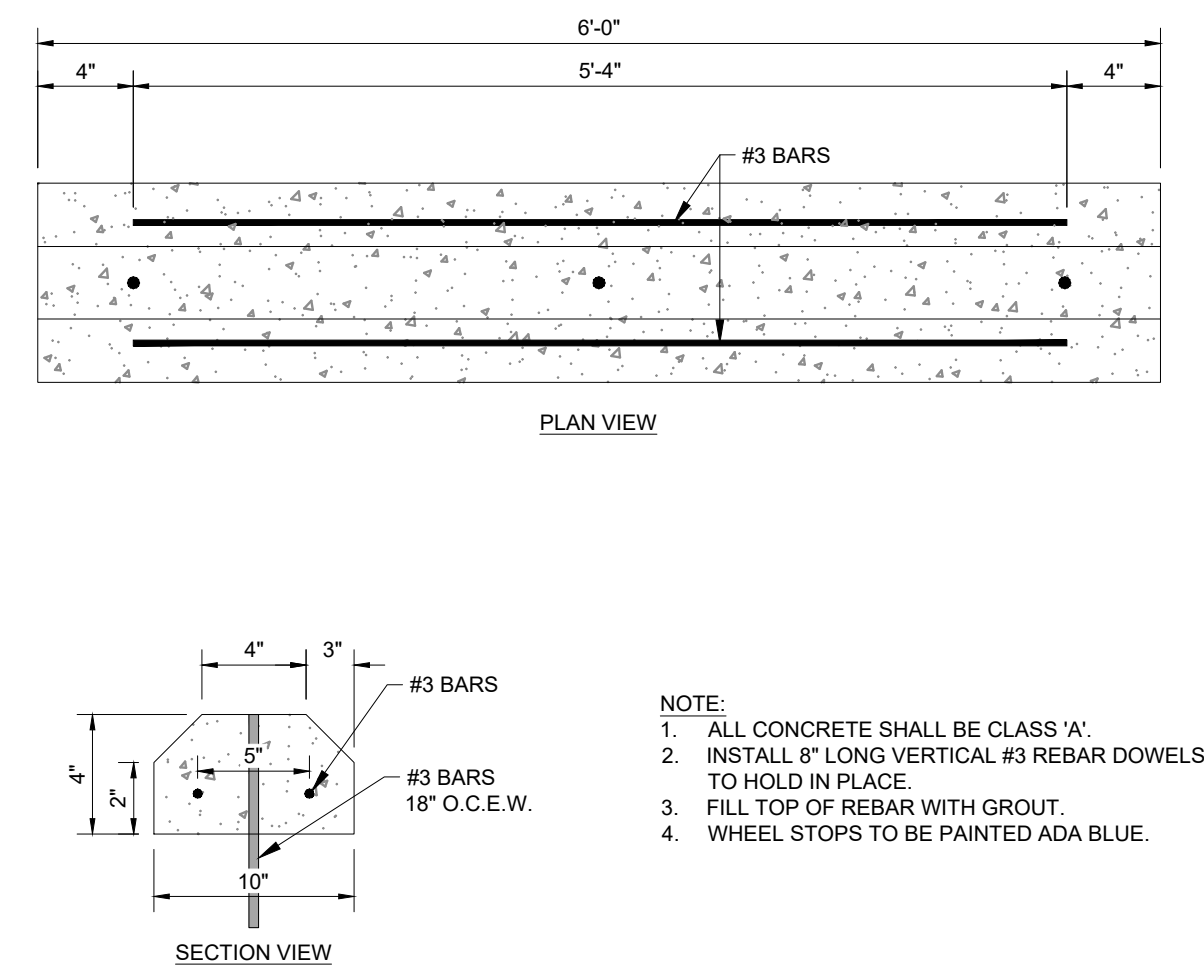
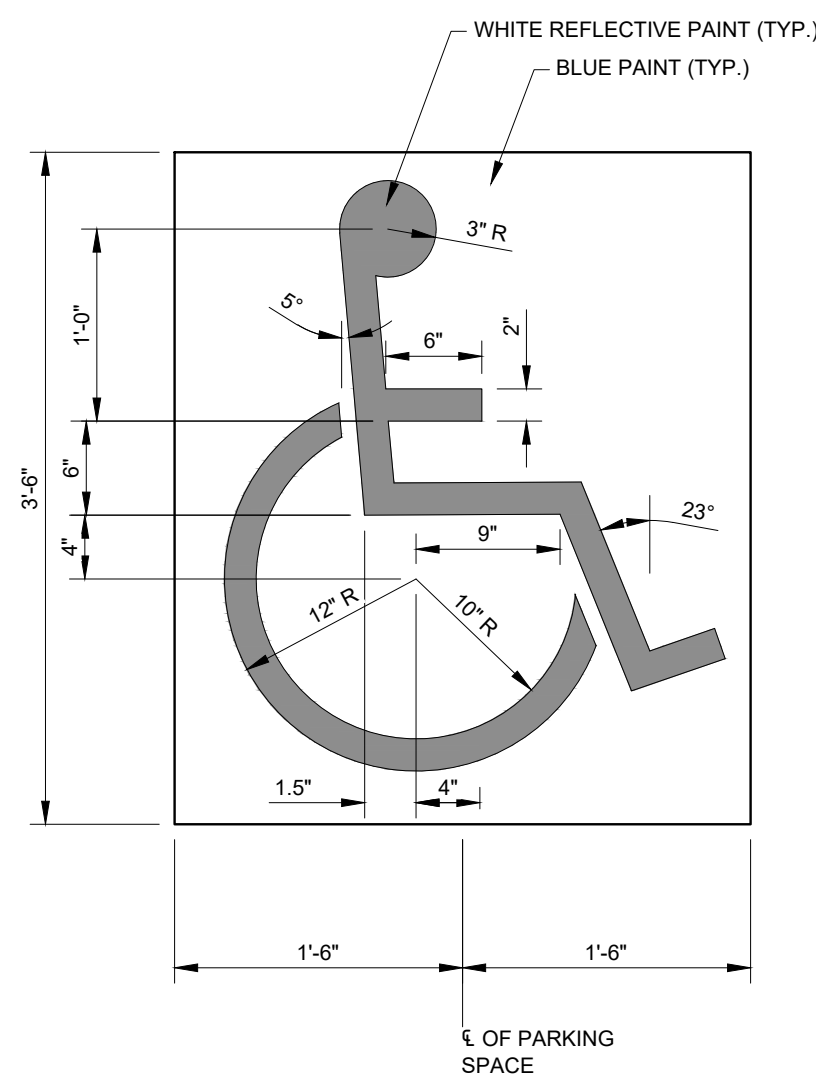
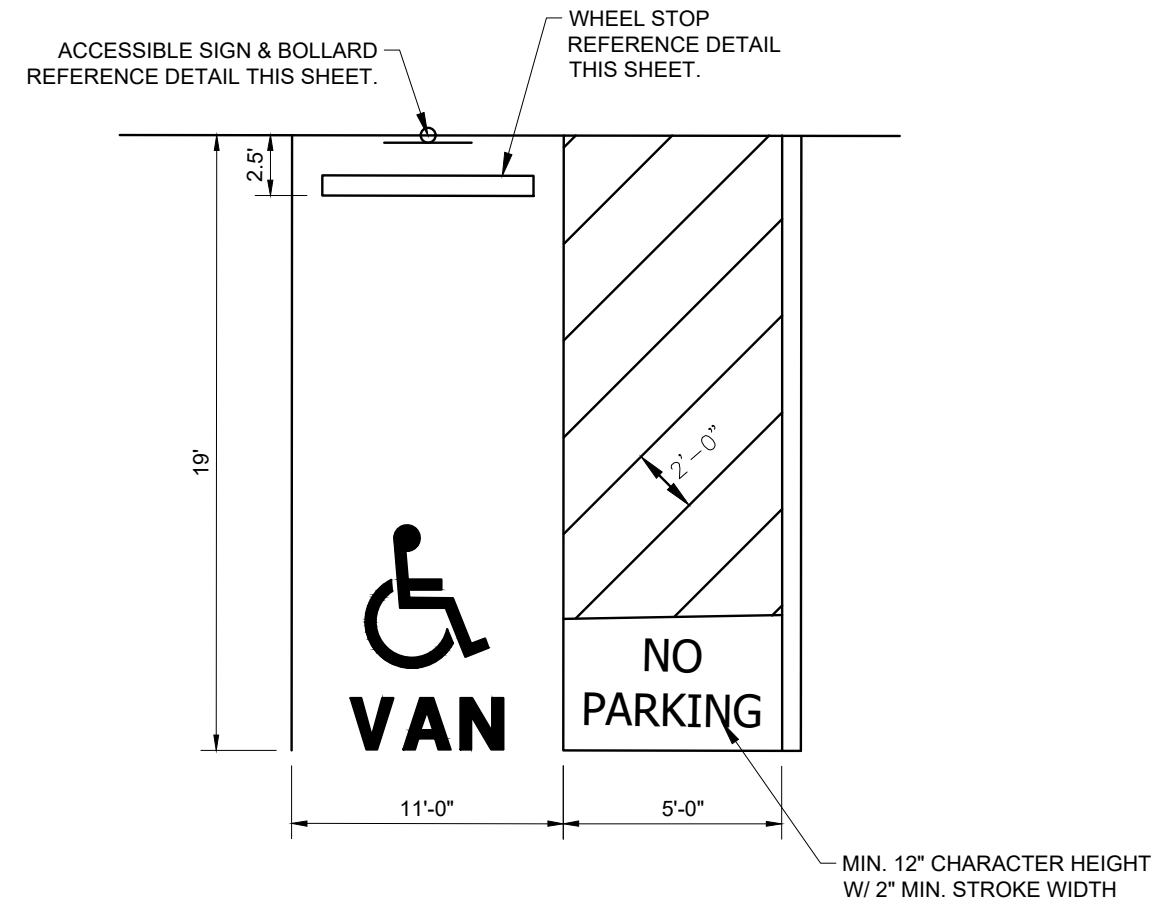
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UTILITY PLAN

Sheet No.

C-500

Page 116 of 160

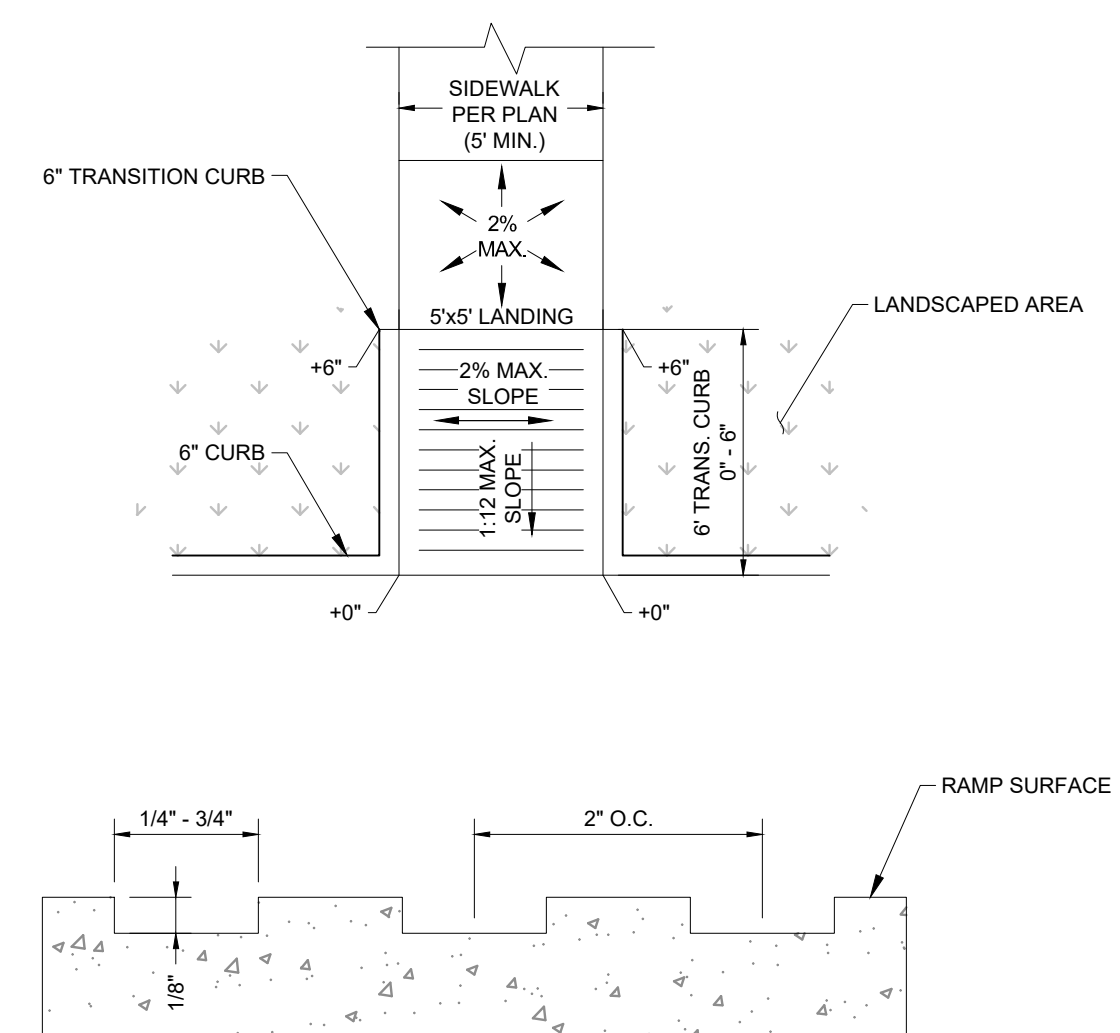
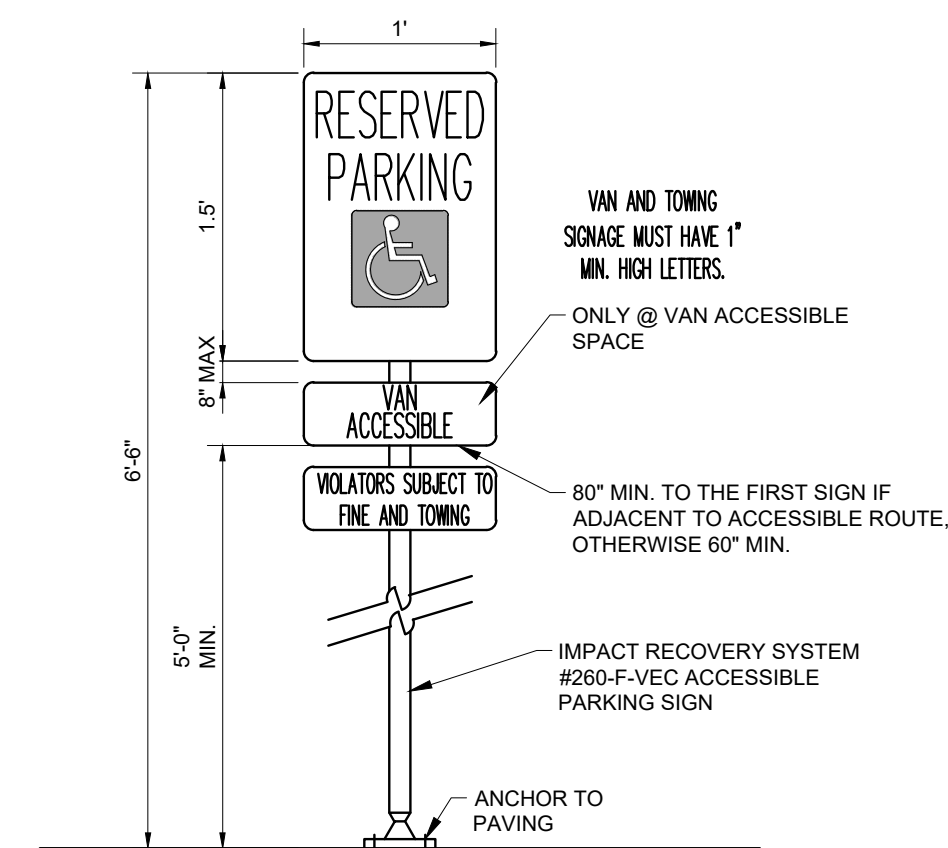
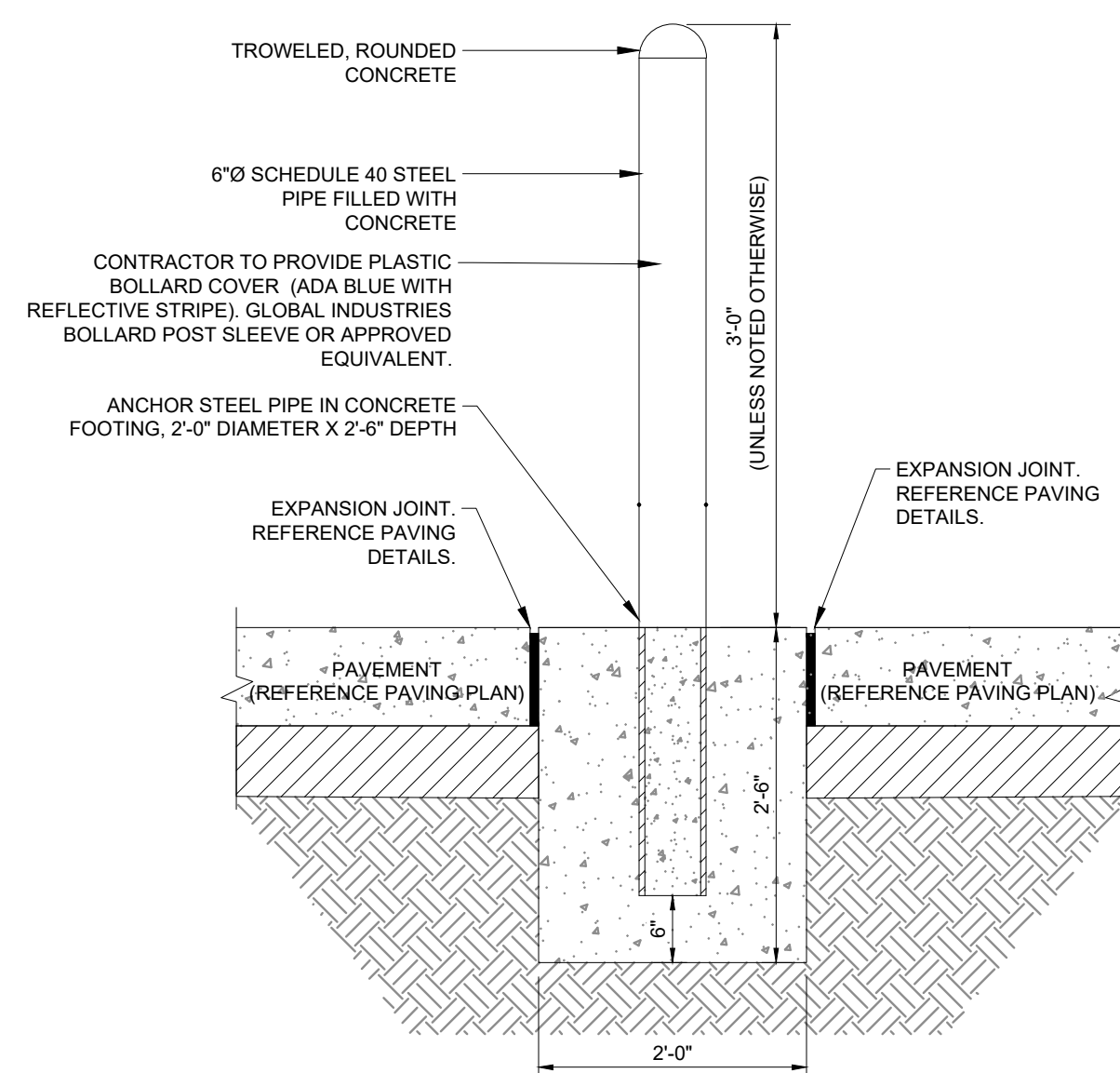
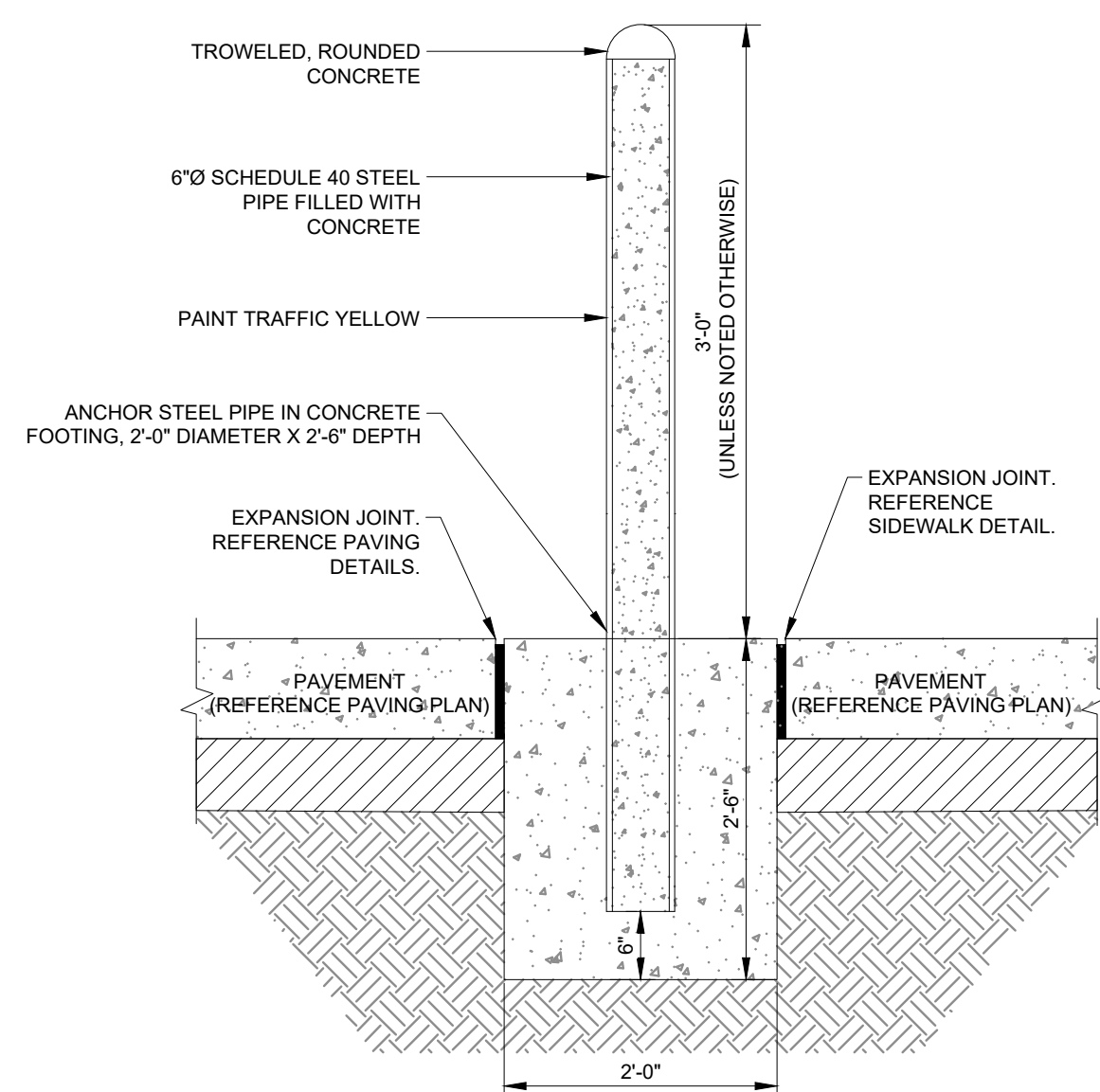


01	EMPLOYEE ACCESSIBLE VAN PARKING STRIPING
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02	ACCESSIBLE PARKING LOGO
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03	WHEEL STOP
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04	TYPICAL CROSSWALK
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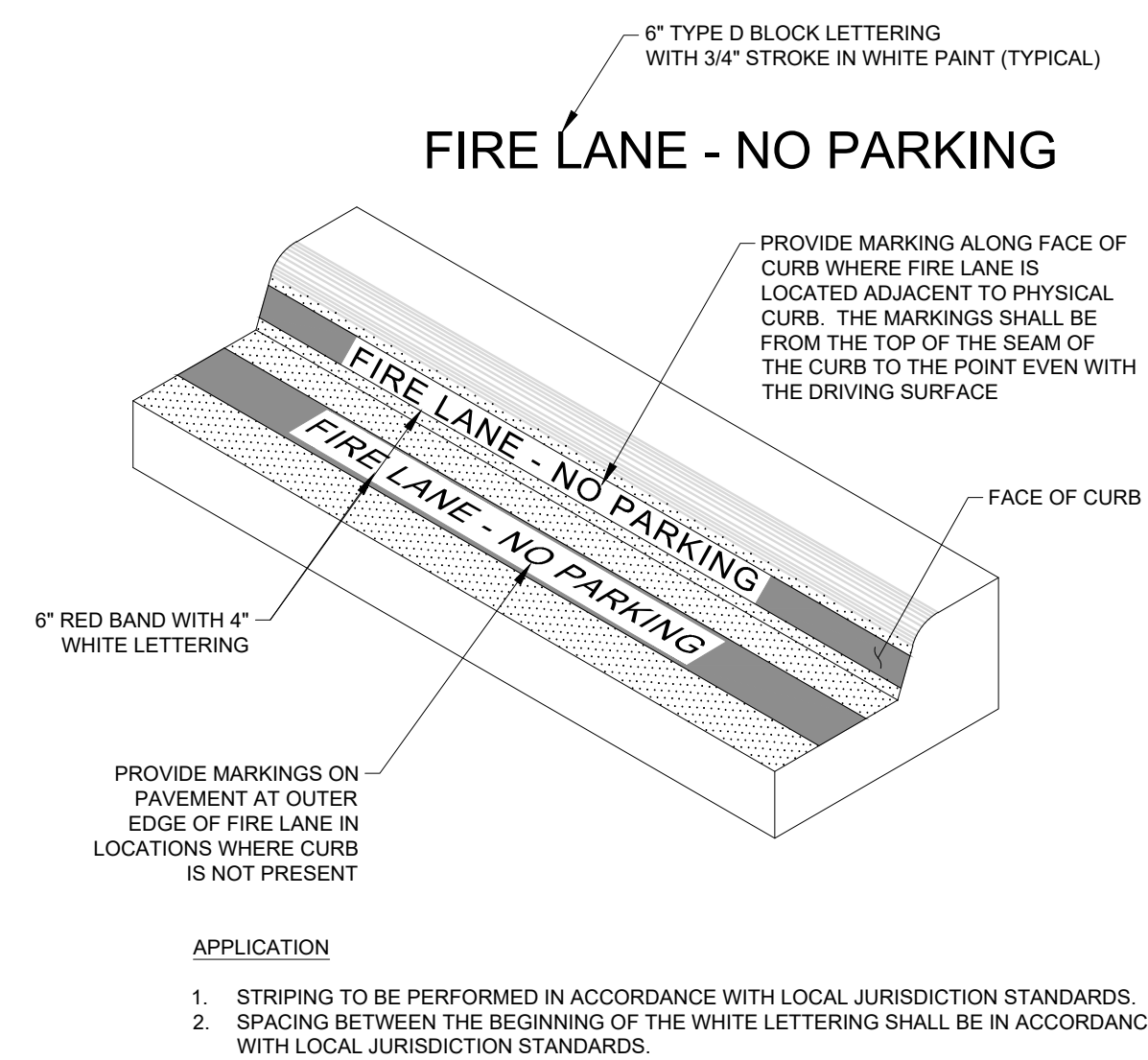


05	BOLLARD TYPE I
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06	BOLLARD TYPE II (WITH PLASTIC CAP)
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07	ACCESSIBLE SIGN IN BOLLARD
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08	RETURN CURB BARRIER FREE RAMP
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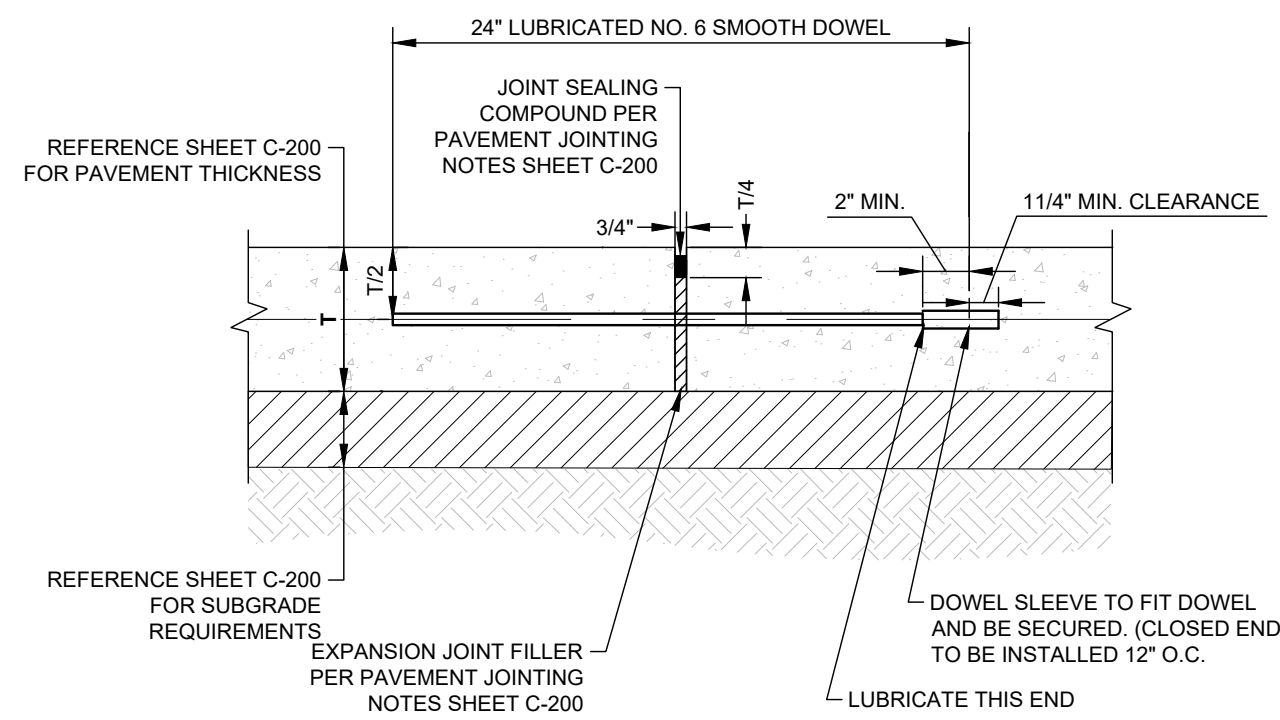
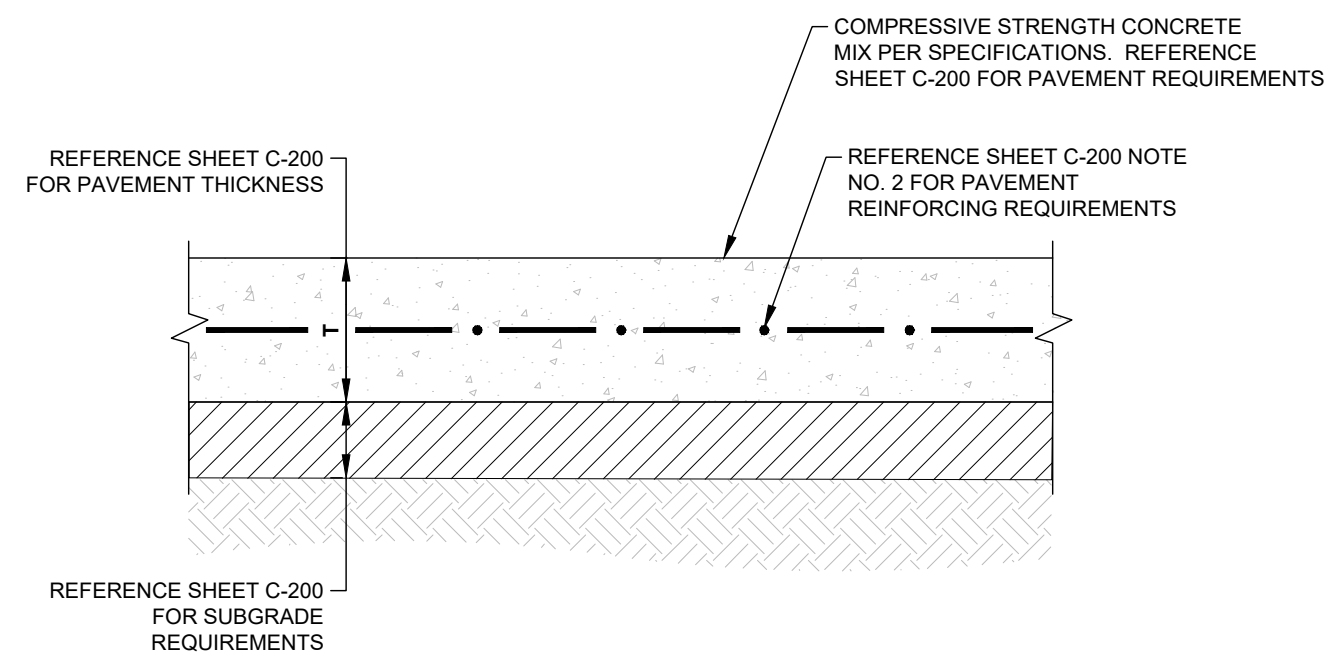


09	FIRE LANE STRIPING
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10	STANDARD DRIVEWAY DETAIL
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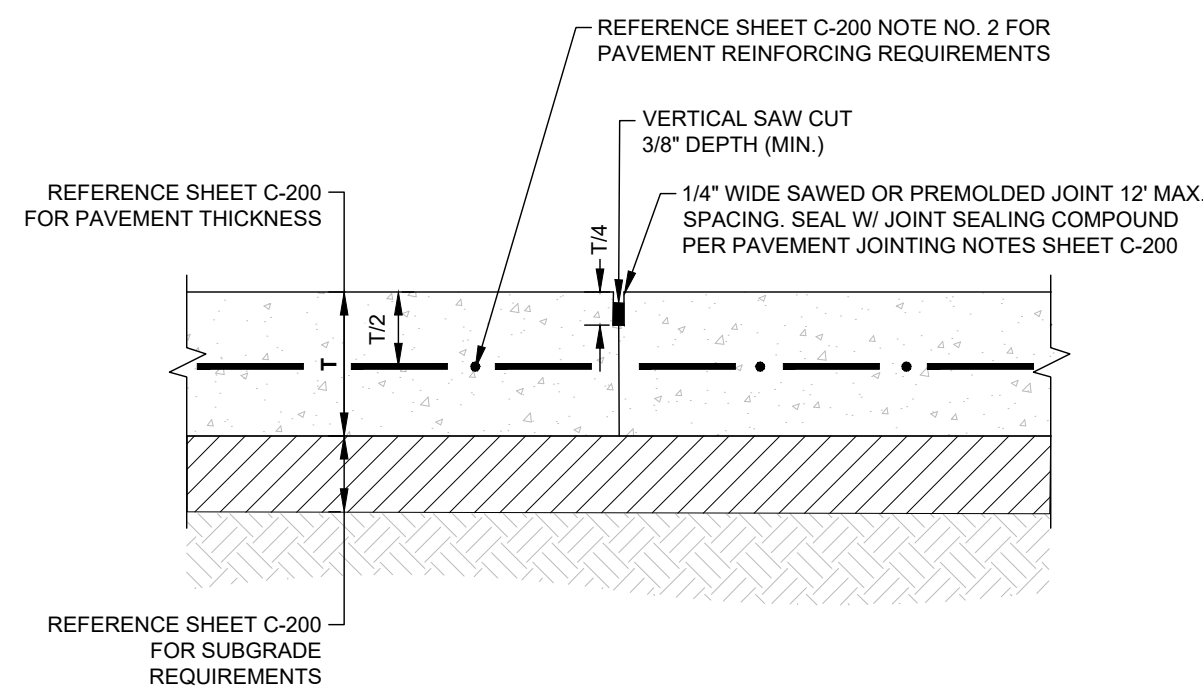
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12	NOT USED
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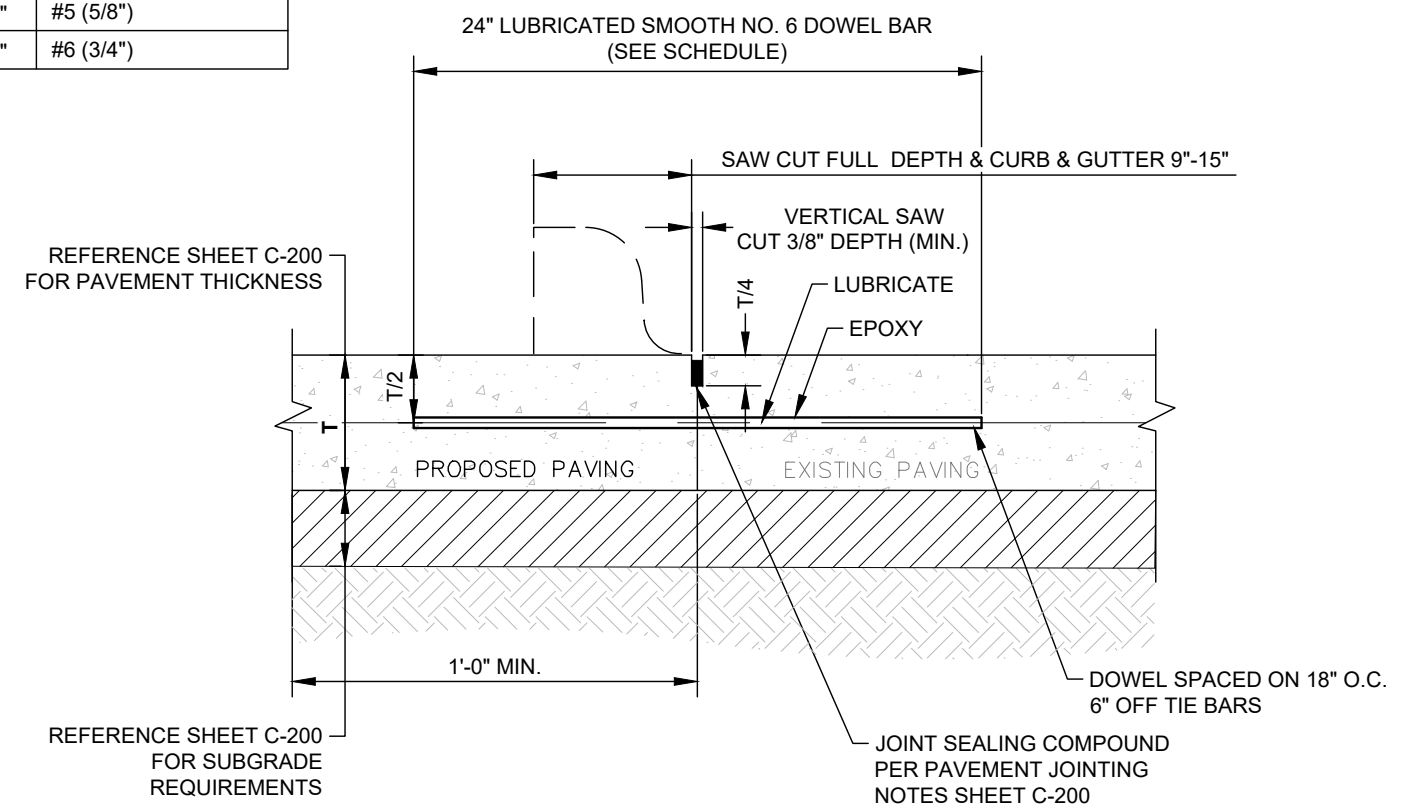


NOTE:

1. NO. 5 SMOOTH DOWEL BAR MAY BE USED IN 5 INCH AND 6 INCH PAVEMENT THICKNESS.
2. LONGITUDINAL BUTT CONSTRUCTION MAY BE UTILIZED IN PLACE OF LONGITUDINAL HINGED (KEYWAY) JOINT AT CONTRACTORS OPTION.
3. DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL EQUIPMENT.
4. DRILLING BY HAND IS NOT ACCEPTABLE. PUSHING DOWEL BARS INTO WET CONCRETE IS NOT ACCEPTABLE.



T	DOWEL DIAMETER
5"	#3 (3/8")
6"	#4 (1/2")
7"	#5 (5/8")
8"	#6 (3/4")



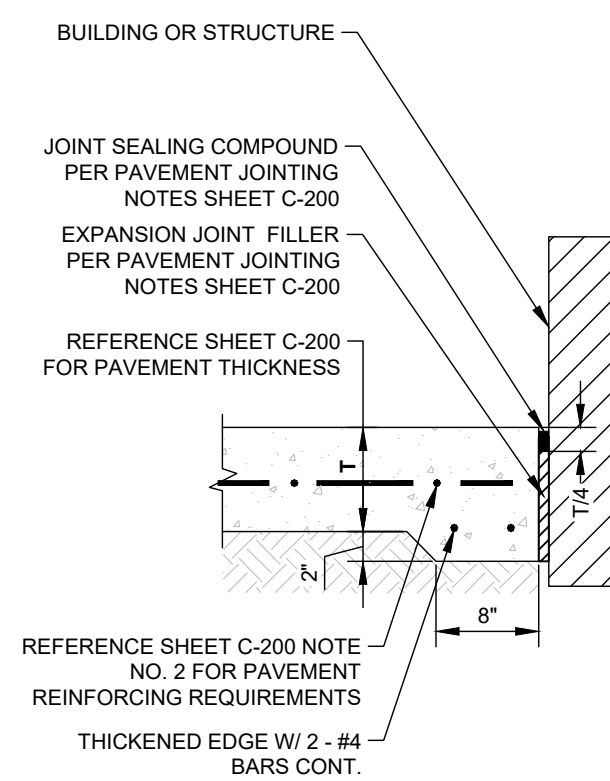
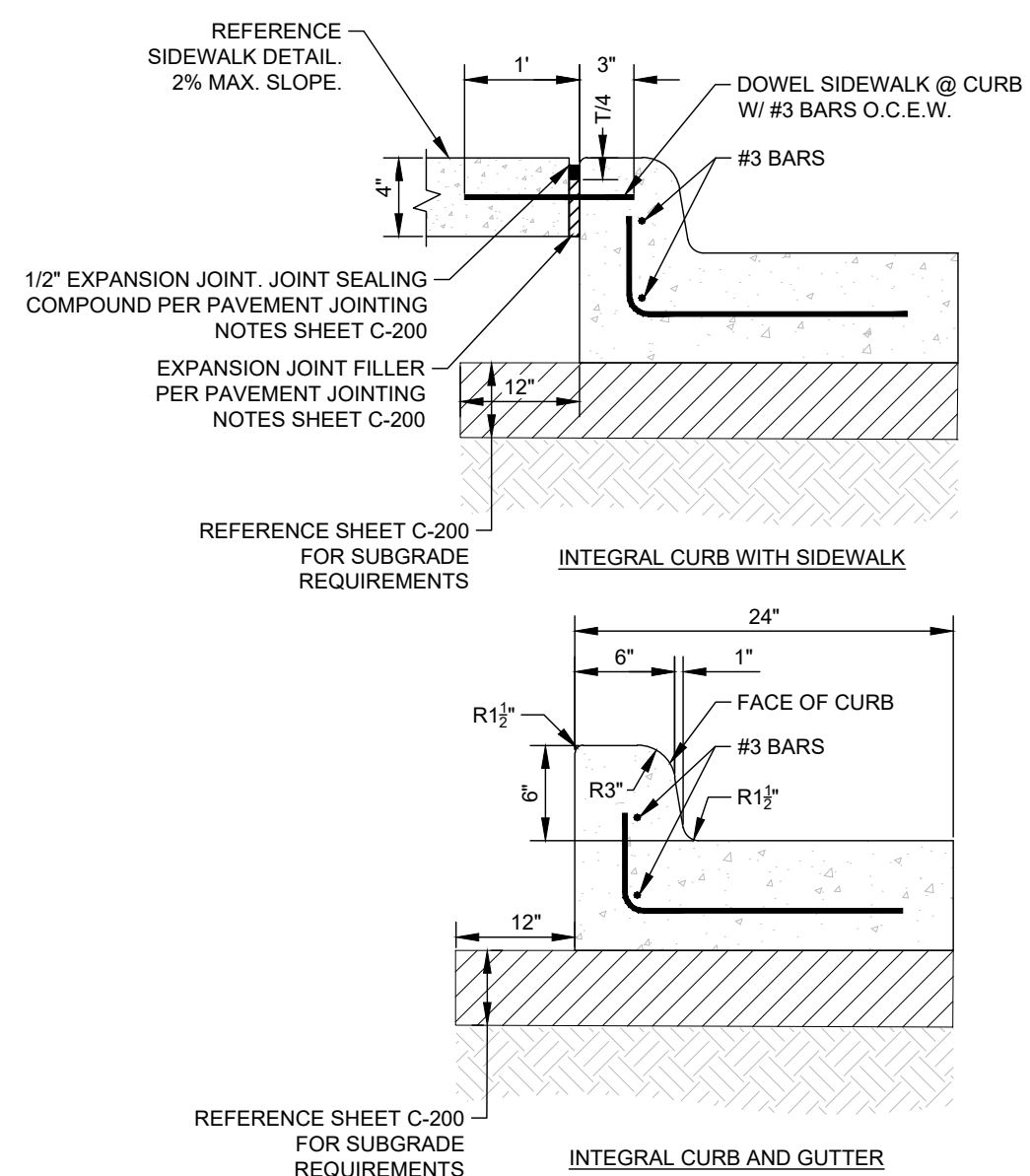
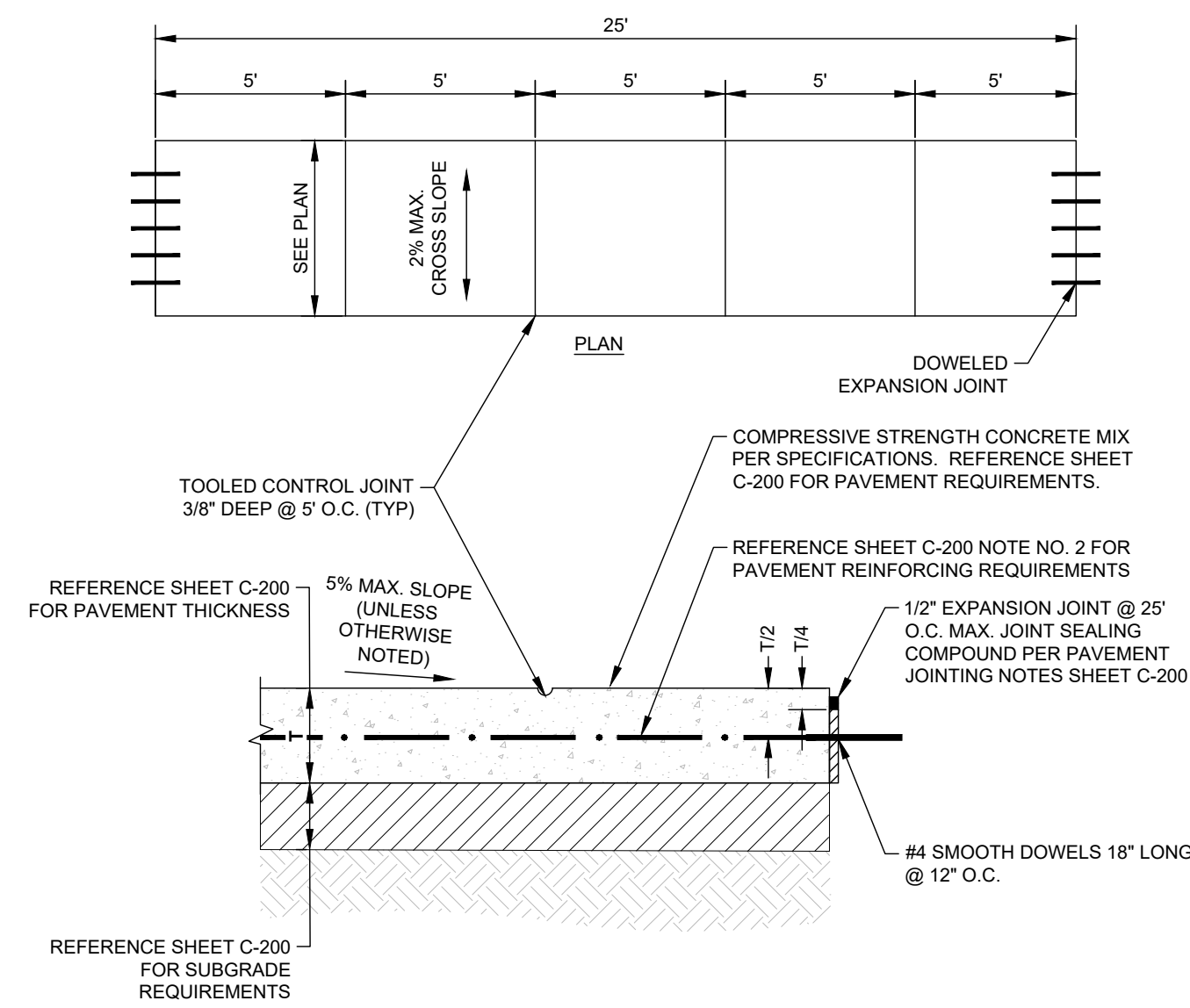
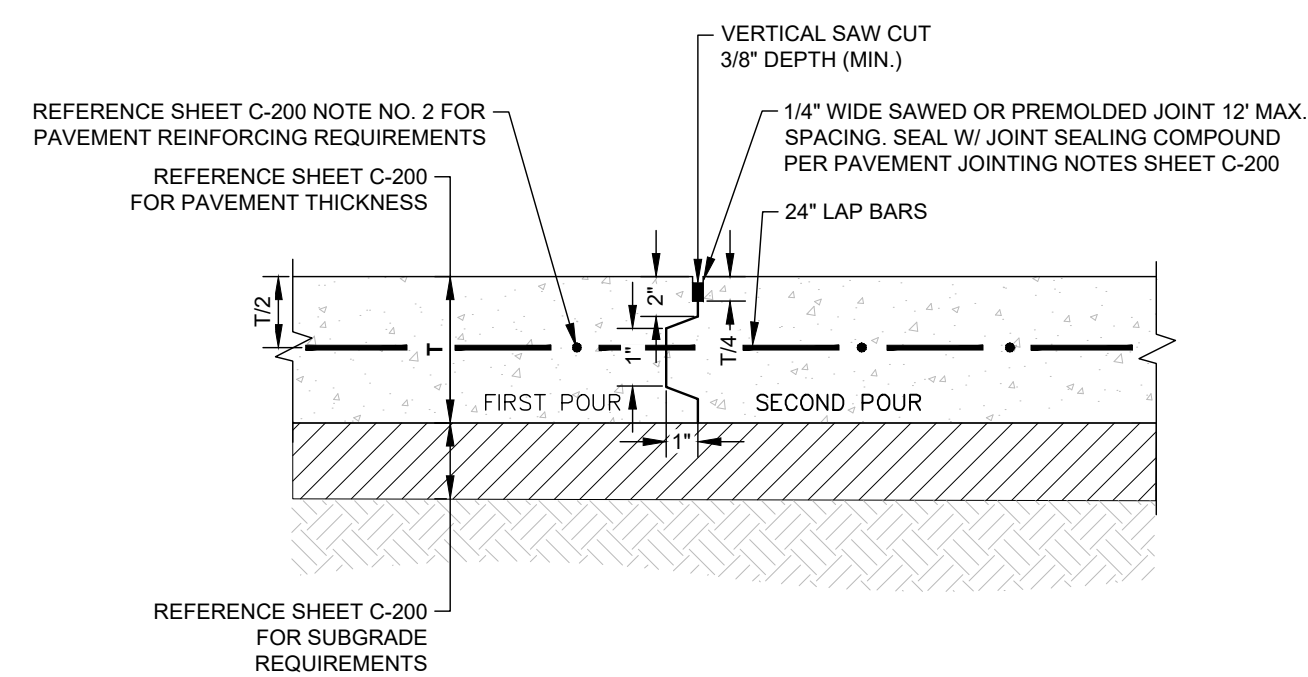
- NOTE:
1. DOWELS MUST BE PERPENDICULAR TO PAVEMENT.
 2. LONGITUDINAL BUTT CONSTRUCTION MAY BE UTILIZED IN PLACE OF LONGITUDINAL HINGED (KEYWAY) JOINT AT CONTRACTORS OPTION.
 3. DOWEL BARS SHALL BE DRILLED & EPOXIED INTO PAVEMENT HORIZONTALLY BY USE OF MECHANICAL EQUIP.
 4. PUSHING DOWEL BARS INTO WET CONCRETE IS NOT ACCEPTABLE.

01	TYPICAL PAVEMENT SECTION
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02	EXPANSION JOINT
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03	CONTROL JOINT
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04	LONGITUDINAL BUTT JOINT
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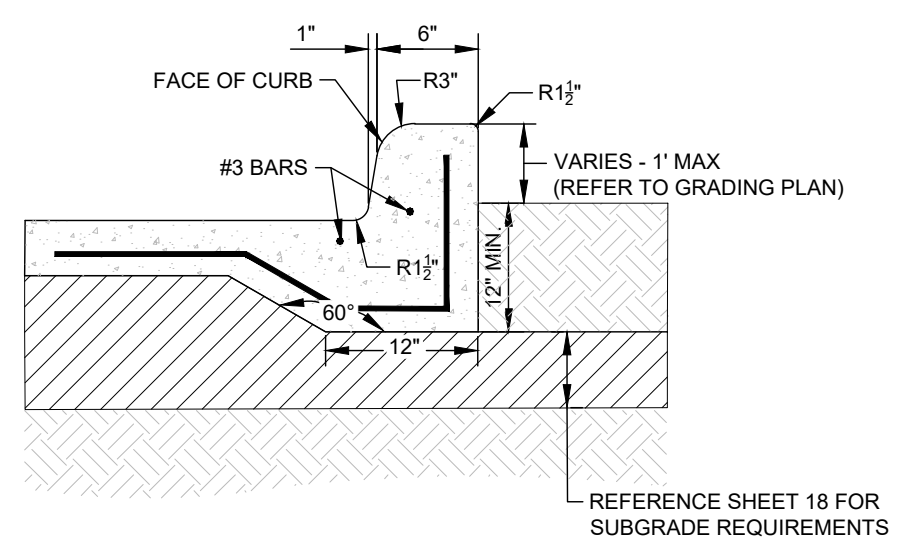
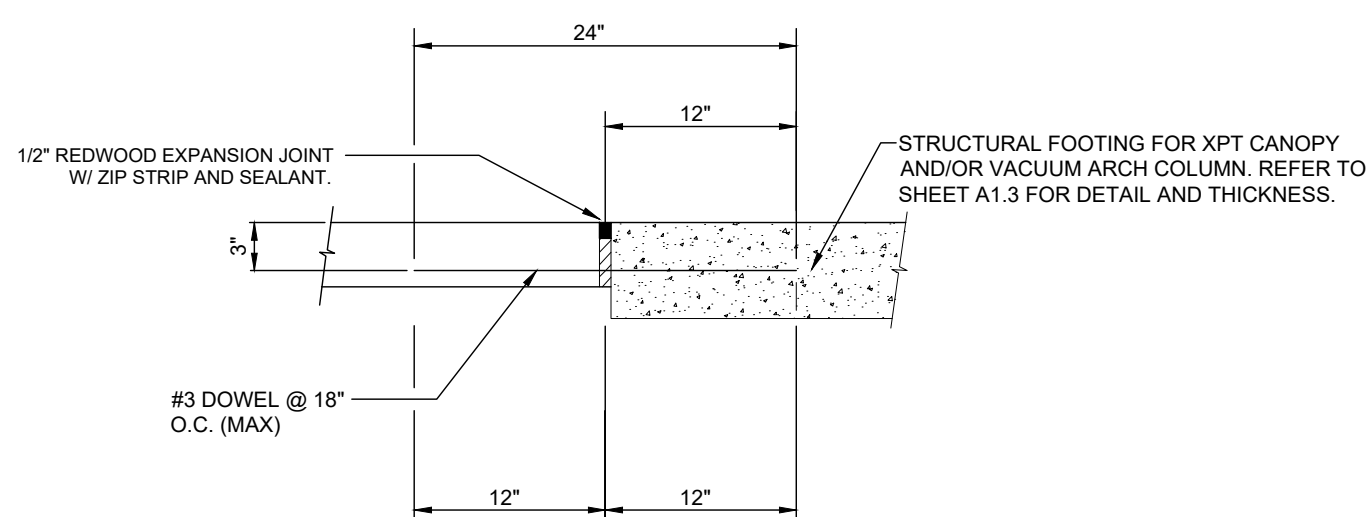
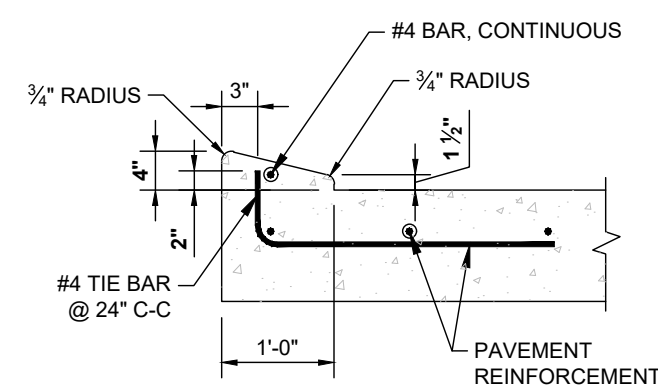
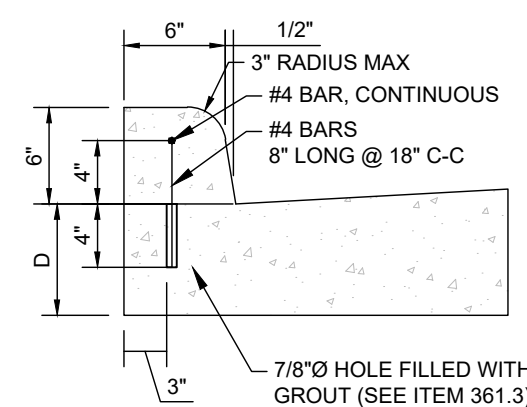


05	KEYED CONSTRUCTION JOINT
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06	TYPICAL CONCRETE SIDEWALK
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07	INTEGRAL CURB & GUTTER
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08	ISOLATION JOINT @ STRUCTURE
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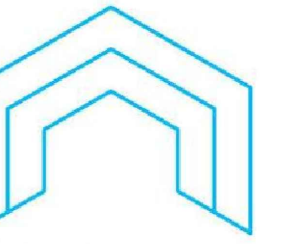


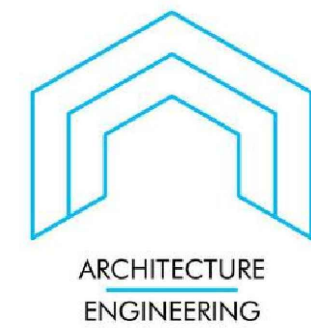
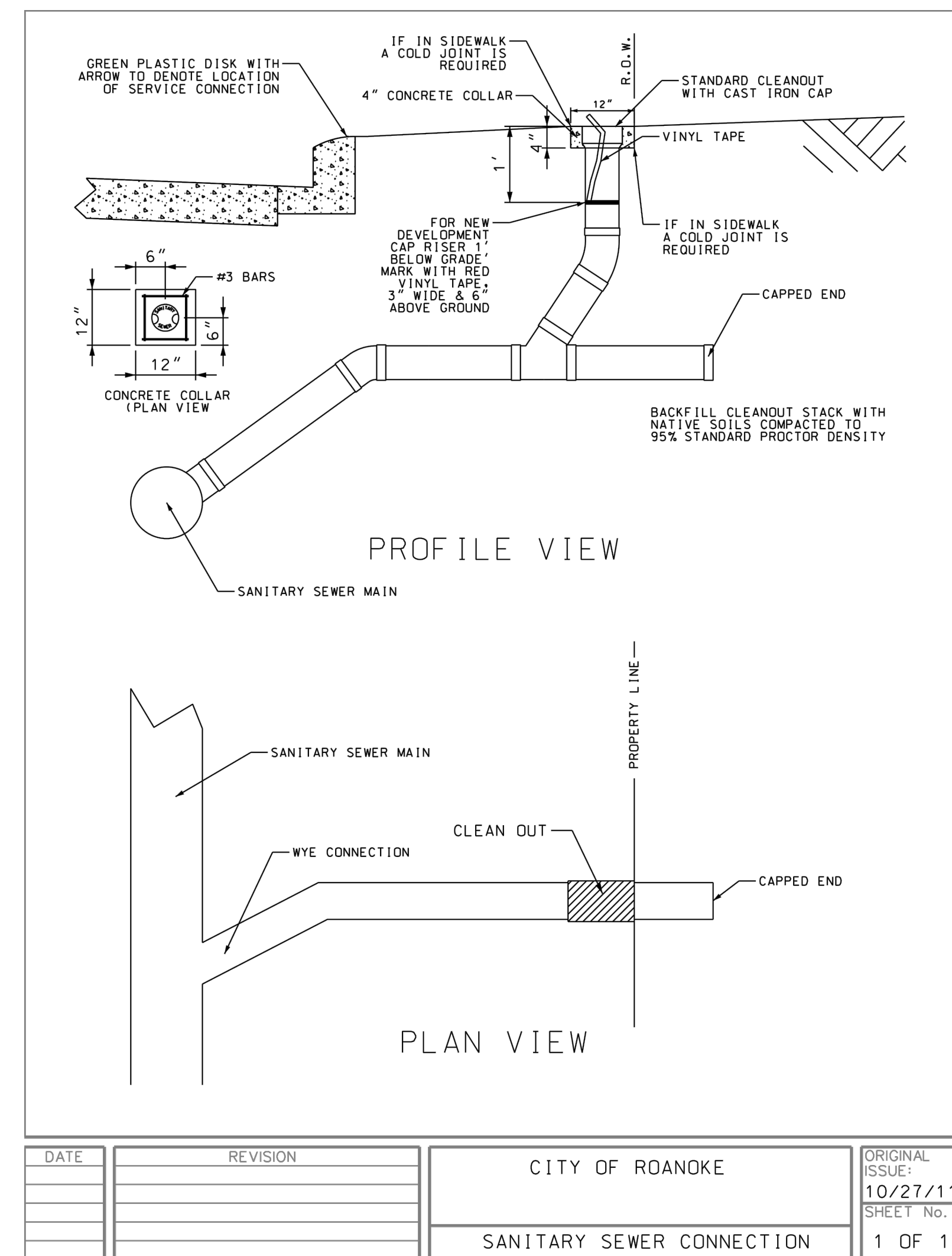
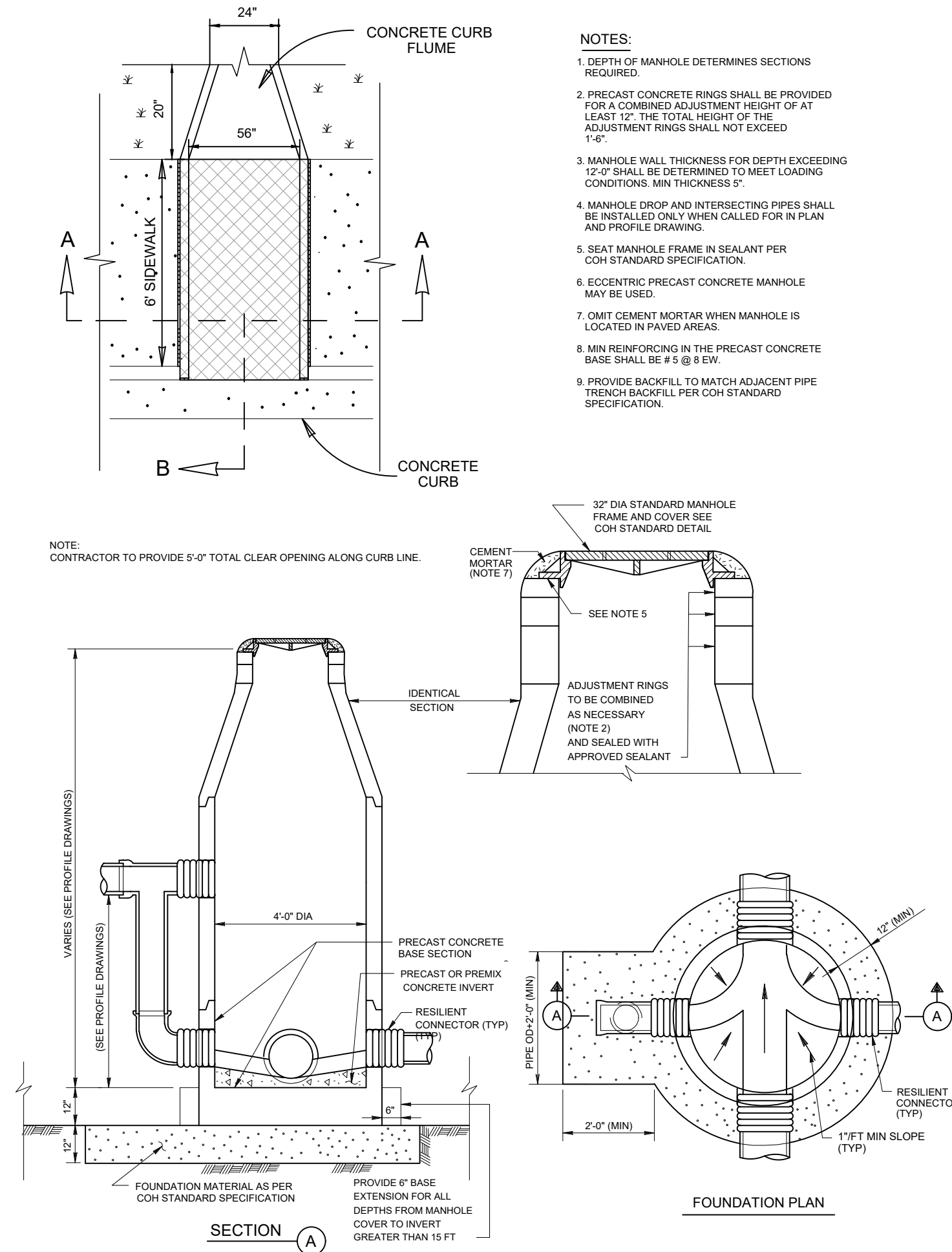
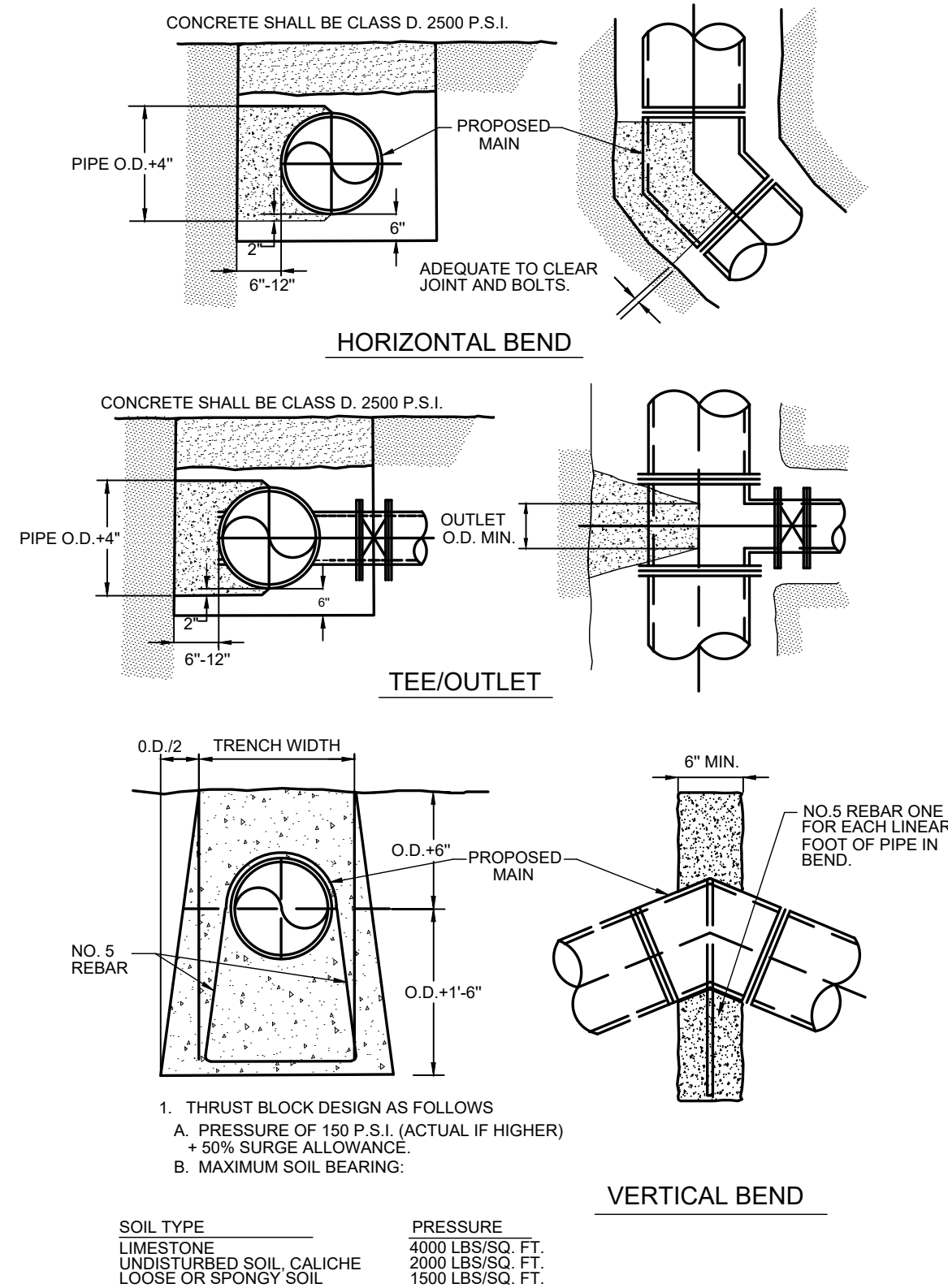
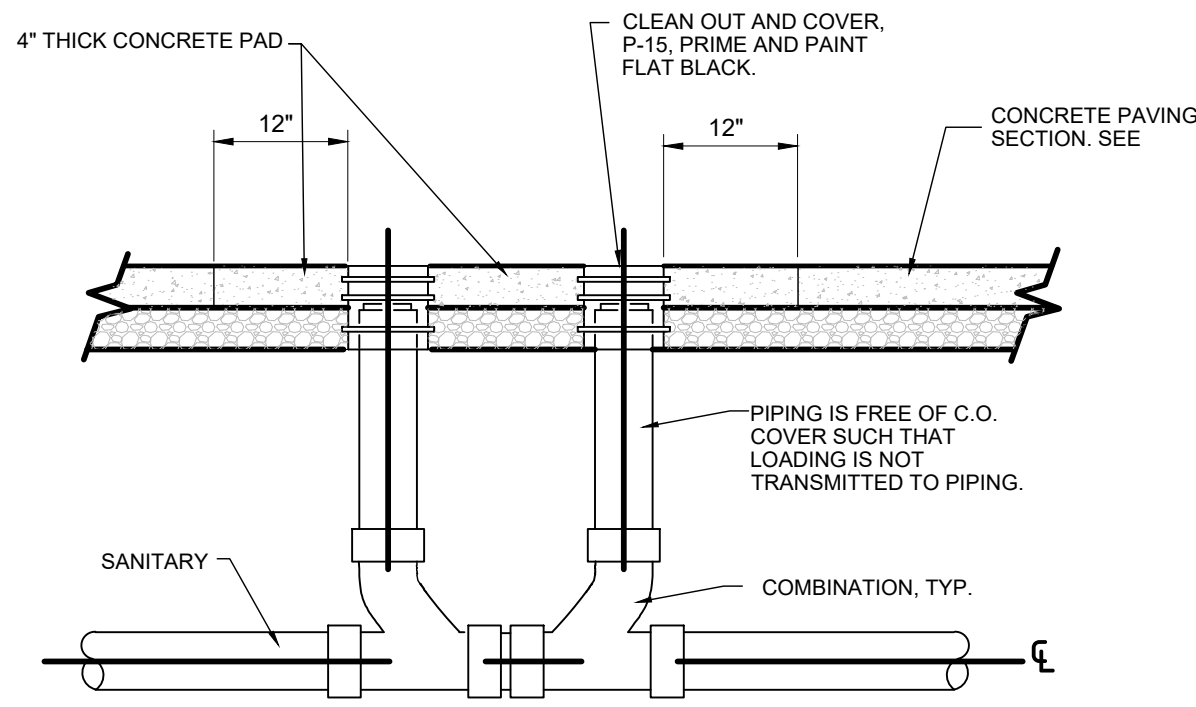
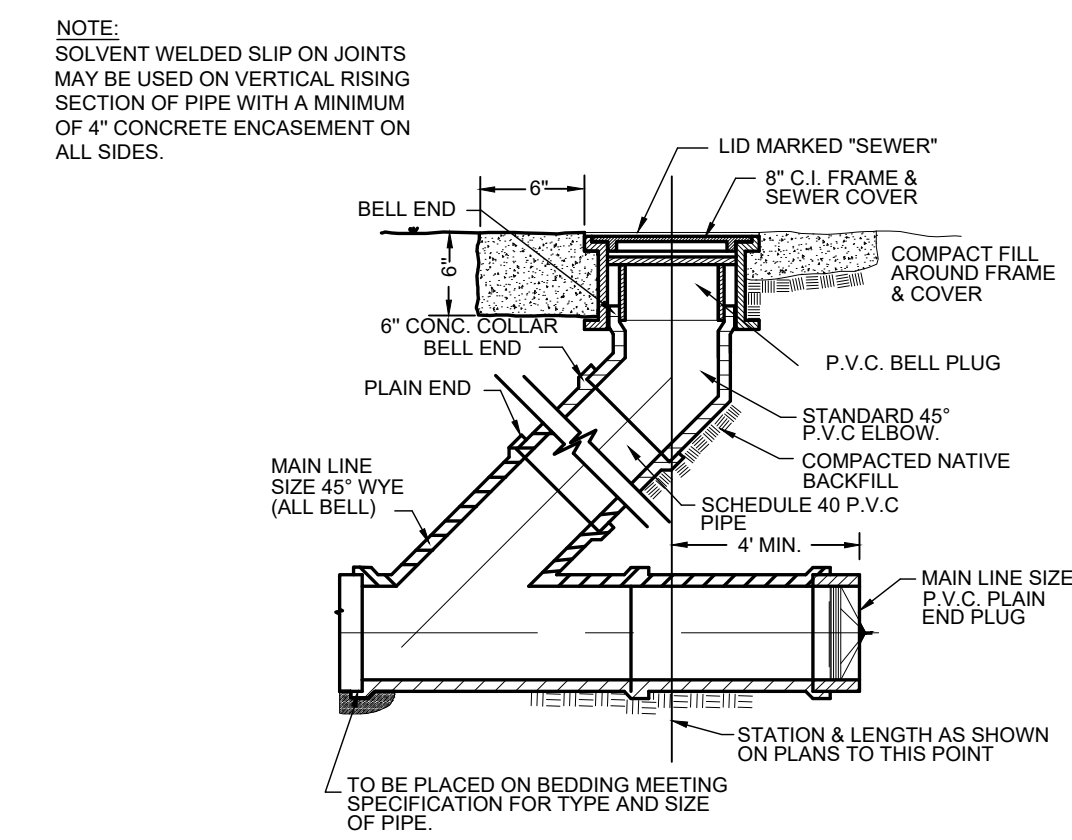
09	CONCRETE DOWELED ON CURB
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10	4" X 12" CURB
----	---------------

11	STRUCTURAL FOOTING PAVEMENT LEAVE OUT
----	---------------------------------------

12	DROP CURB & GUTTER
----	--------------------

[illegible]



CYPRESS, TEXAS 77429
832-390-1714



Driven Brands®

TAKE 5 EXPRESS OIL CHANGE

1325 N US HIGHWAY 377
ROANOKE, TX 76262

[illegible]

Drawn	K
Checked	A

10/12/2022

Project No.	22-07
Title	

UTILITY DETAILS

Sheet No

C-540

LEGEND		
RB		REDBUD TREE
CM		RED CRAPE MYRTLE
WL		WAXLEAF LIGUSTRUM
PL		BLUE PLUMBAGO
AB		PINK ABELLIA
VM		VARIEGATED MISCANTHUS
NW		DWARF PINK SHRUB ROSE
HYDRO		COMMON BERMUDAGRASS
		BULL ROCK

CAUTION!
CONTRACTOR TO CONTACT THE TEXAS ONE-CALL SYSTEM (1-800-272-3020) AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION. ALTAR GROUP IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES IN THE PROJECT AREA. IF FILED CONDITIONS DIFFER SIGNIFICANTLY FROM THE LOCATION SHOWN ON THE PLANS THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.



LOT 1AR, BLOCK 6
HOMESTEAD ADDITION
CAB. O, PG. 193, D.C.P.R.

CITY OF ROANOKE	LANDSCAPE DATA TABLE	
	REQUIRED	PROVIDED
PERIMETER LANDSCAPE	N.A.	N.A.
181.74' LONG STREET BUFFER	25'	25'
NUMBER OF TREES	4 LARGE TREES	4
	15 SMALL ORNAMENTAL TREES	5
PARKING LOT TREE TREES	N.A.	N.A.
TOTAL LANDSCAPE AREA	8,008 SF	17,820 SF
PARKING LOT SCREENING		PROVIDED
ALL PARKING SPACES WITHIN 60' OF A TREE		PROVIDED

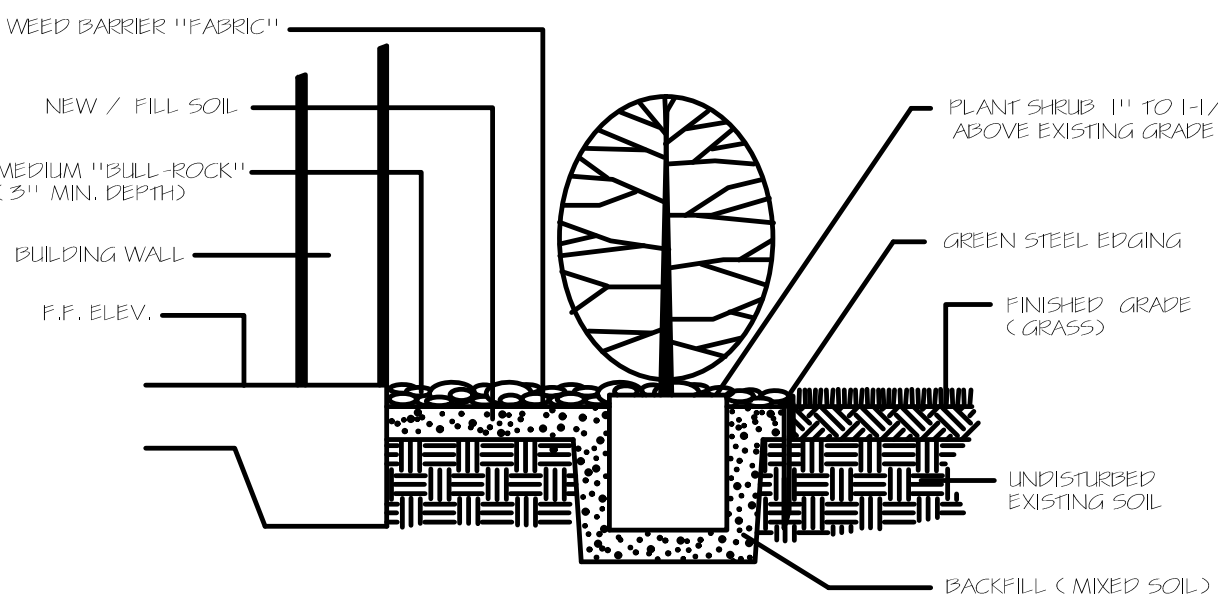
PLANT LIST				
QUANT.	SYMBOL	PLANT TYPE	SIZE	NOTES
3	A B	ABELIA, PINK	3 GAL.	FULL, HEALTHY, MATCHING
		Abelia grandiflora 'Edward Goucher'	24" - 30" HT. X 24" - 30" SPR.	
4	C M	CRAPE MYRTLE, "Watermelon Red"	30 GAL.	MULTI-TRUNK, DOUBLE-STAK
		Lagerstroemia indica	2" CAL. MIN.	8" - 10" HT. X 4" - 5" SPR., MA
4	J Y	JAPANESE YEW	5 GAL.	3" O.C., FULL, HEALTHY, MAT
		Podocarpus macrophyllus		3' - 3.5' HT. X 1' MIN. SPR.
3	N W	PINK SHRUB ROSE, 'NEARLY WILD'	3 GAL.	FULL, HEALTHY, MATCHING
		Rosa compacta 'Nearly Wild'		12" - 16" HT. X 14" - 18" SPR.
3	P L	BLUE PLUMBAGO	3 GAL.	2" - 9" O.C., FULL, HEALTHY,
		Plumbago auriculata		22" - 28" HT. X 18" - 22" SPR.
0	R B	REDBUD	30 GAL. - 45 GAL.	SINGLE-TRUNK, DOUBLE-STAK
		Cercis canadensis	2" CAL. MIN.	9" - 10" HT. X 4" - 5" SPR.
3	V M	VARI. MISCANTHUS, "CABARET"	3 GAL.	FULL, HEALTHY, MATCHING
		Miscanthus sinensis x "var." 'Cabe		24" HT. MINIMUM
40	W L	WAXLEAF LIGUSTRUM	3 GAL.	2" - 9" O.C., FULL, HEALTHY, F
		Ligustrum japonicum		28" - 34" HT. X 20" - 26" SPR.
	HYDRO	COMMON BERMUDAGRASS	SQ. FT.	WITH GREEN CELLULOSE FIB
		Cynodon dactylon		FERTILIZER, APPLY WHERE
	SOD	COMMON BERMUDAGRASS	SQ. YD.	SOLID SOD, ROLLED
		Cynodon dactylon		INSTALL WHERE INDICATED

NOTES :

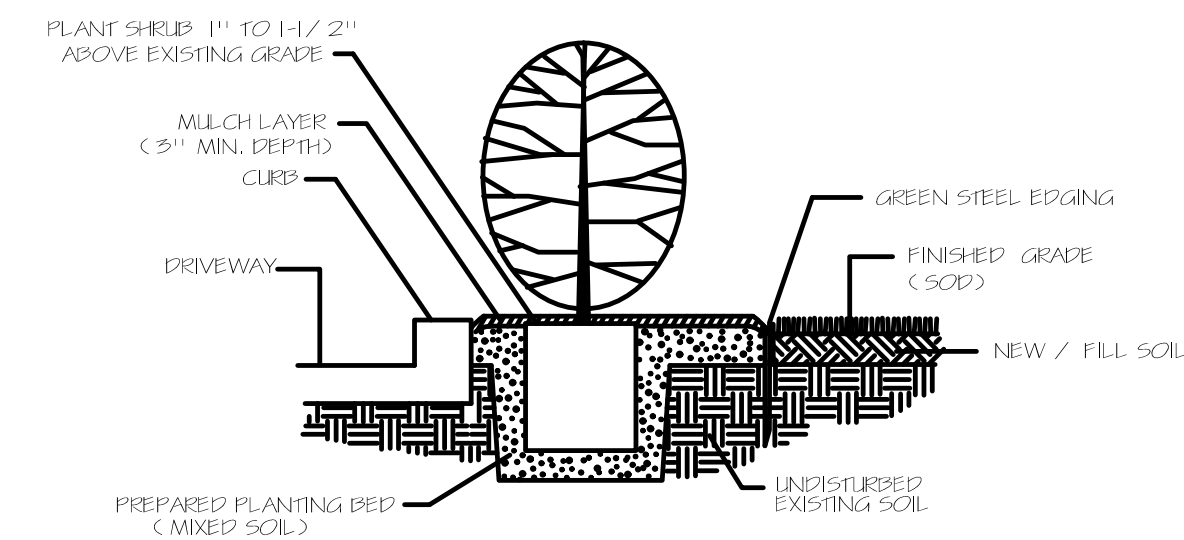
- 1.) ALL NEW LANDSCAPE TREES, SHRUBS AND SOLID SOD TO BE IRRIGATED WITH A PROFESSIONALLY DESIGNED AND INSTALLED AUTOMATIC LANDSCAPE IRRIGATION SYSTEM WITH RAIN SWITCH. SEE IRRIGATION PL TO BE PROVIDED AFTER SITE AND LANDSCAPE PLAN APPROVAL.
- 2.) UNLESS SPECIFICALLY LABELED AS "SOD" HYDROMULCH ALL REMAININ CONSTRUCTION DISTURBED TURF AREAS.

LANDSCAPE CONSTRUCTION SPECIFICATIONS :

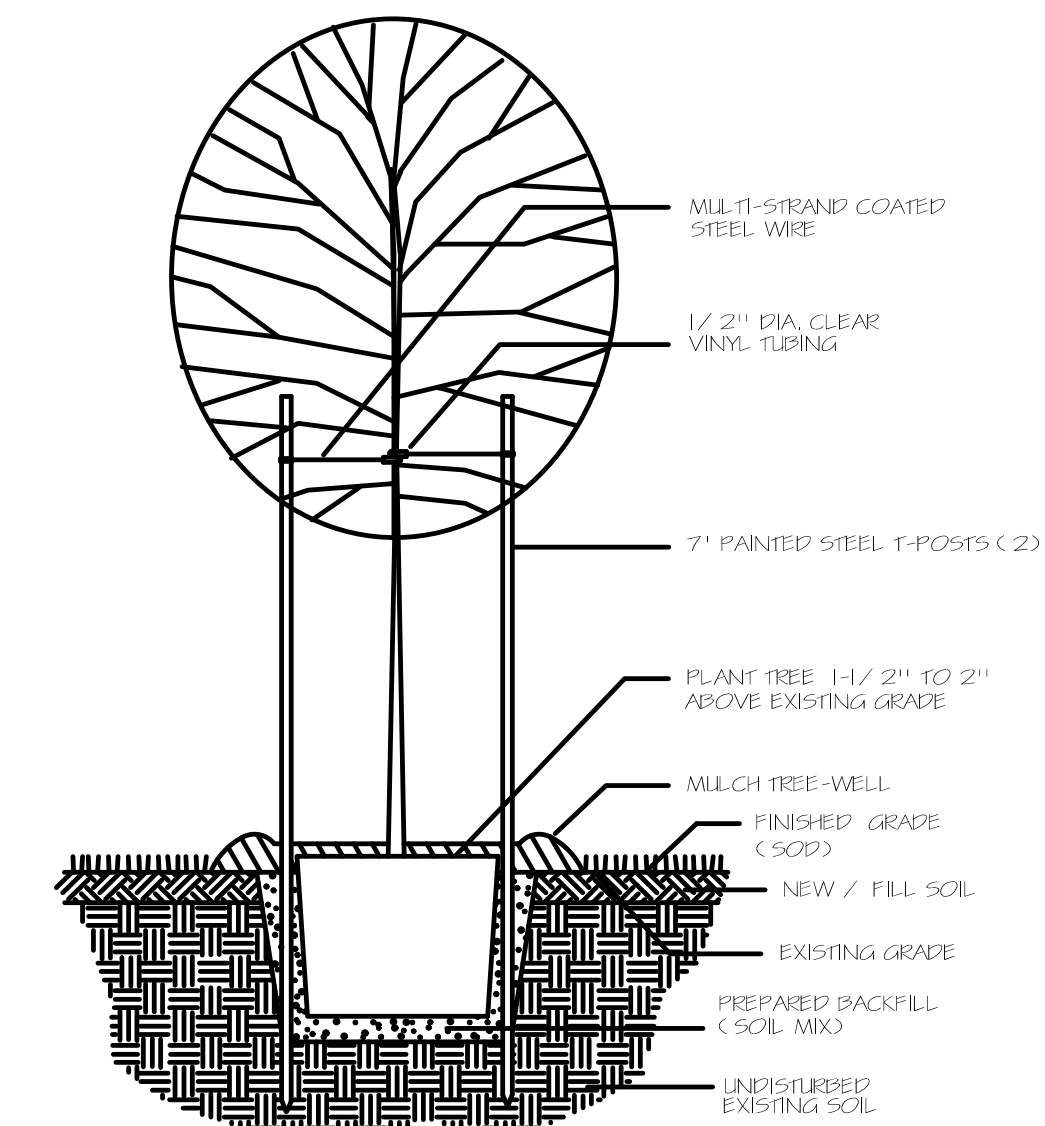
- 1.) General Contractor to bring all areas to final grade with a boxblade using a good quality, gradable topsoil.
- 2.) Prepare all new planting beds by removing all rocks, concrete and construction debris and till in 3" to 4" of new Soil Mix and pre-emergent herbicide (such as Pennant or Eptam) at the recommended rates, then rake all bed areas smooth prior to planting.
- 3.) Grade all planting beds to edges of beds and away from buildings prior to planting for positive drainage away from foundation. Install green Ryerson Steel landscape edging (1/8" thick x 4" tall) between turf and planting beds. Cut exposed corners at 45 degrees when steel butts up against curbs or walkways for pedestrian safety.
- 4.) Fertilize all new trees, shrubs and groundcovers with Osmocote (or equal) time-release fertilizer.
- 5.) Mulch all new planting beds and trees with a 3" (avg.) layer of shredded hardwood topdress mulch. Apply 'Colorado' River Rock or other local type (2" to 5" aggregate size) on DeWitt type permeable weed barrier "fabric" in areas indicated in lieu of mulch to a minimum depth of 3" .
- 6.) Double-Stake all specified trees (see plant list) with 2 (7' tall painted metal T-Posts, multi-strand coated steel wire and clear vinyl tubing.
- 7.) Root-Stimulate all new trees with Superthrive brand root-stimulator (or equal) as per manufacturers recommendations .
- 8.) Plant sizes shown are the minimum acceptable. Plants will be inspected and measured for conformance. Plants specified with container size only shall be of or better than locally accepted nursery standards. Obviously undersized, misshapen, weak or inadequately rooted plants will be rejected. The Owner's decision will be final in matters concerning plant size, condition and health. Plants larger in size than specified may be used if approved by the Landscape Architect or the Owner, but the use of larger plants will not automatically increase the contract amount.
- 9.) Thoroughly hand water all new plantings immediately after planting.
- 10.) Fine grade all new turf areas (by hand if necessary) prior to installation of grass. This is for a nice smooth turf-bed as well as for normal drainage purposes.
- 11.) Solid sod within property to be 99 percent pure Common Bermudagrass. Sod to be rolled immediately after wetting and installation. Hydromulch to be Common Bermudagrass hydromulch at a rate of 2 lbs. hulled seed per 1000 s.f. and includes green cellulose fiber and fertilizer.
- 12.) Landscape contractor is responsible for keeping jobsite neat, clean and safe at all times in reference to their landscape work. Excess excavated soil, accumulations of landscape related trash, plant containers etc. to be removed from jobsite by Landscape Contractor daily and at the end of the project.
- 13.) The Owner, Landscape Architect and general Contractor reserve the right to inspect the progress of the project and any or all of the materials and procedures used at any time. Such materials and procedures will be subject to approval or rejection at that time and promptly followed up in writing to all concerned parties.



A RIVER ROCK / PLANTING DETAIL
(NO SCALE)

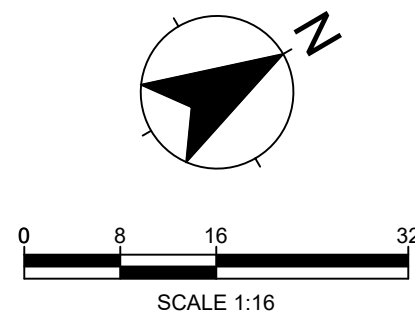
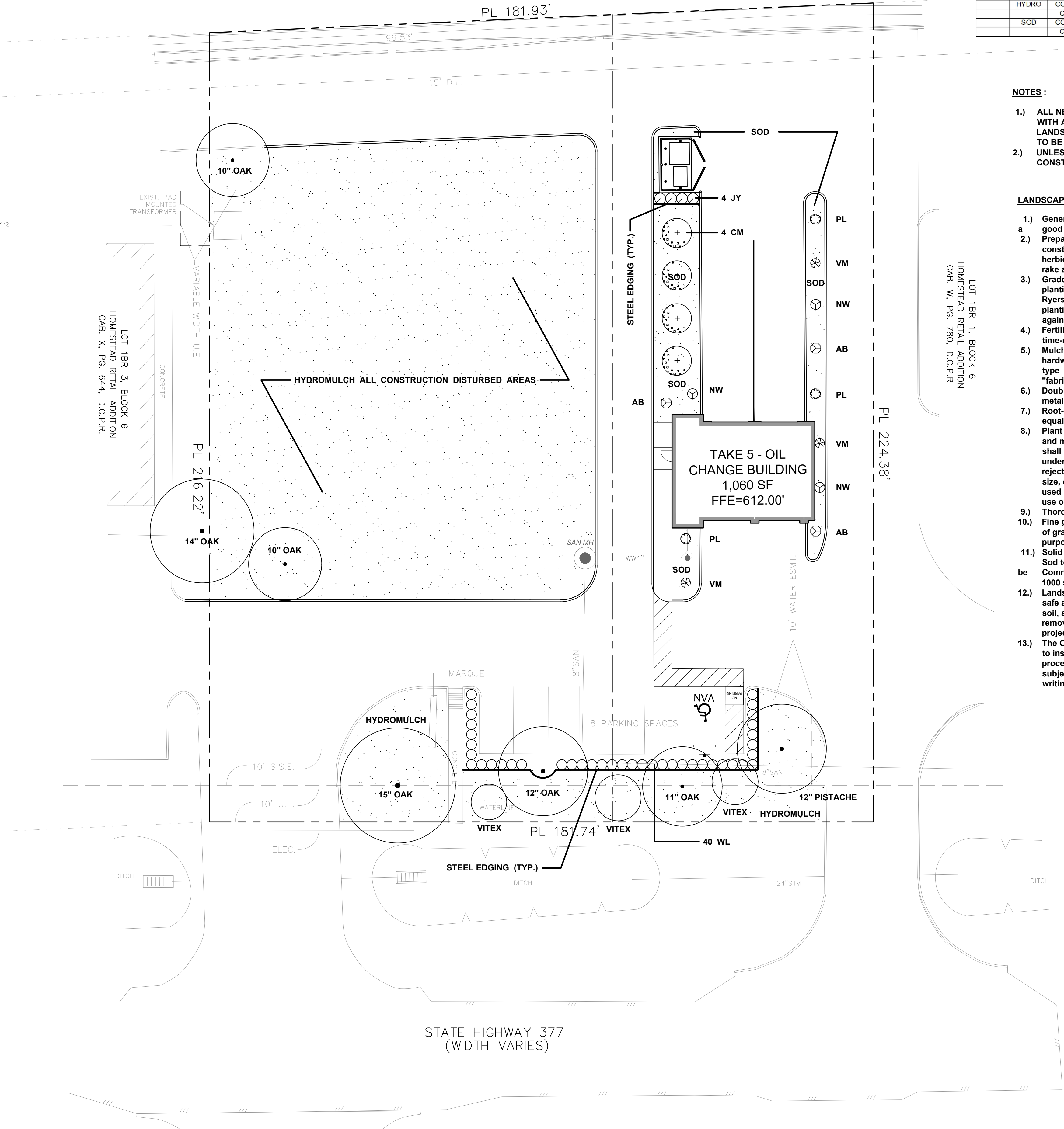


B HEDGE PLANTING DETAIL
(NO SCALE)

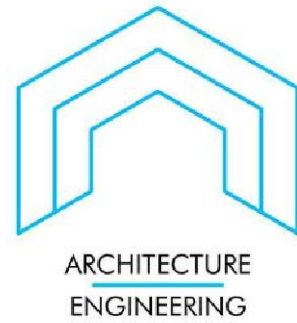


C CONTAINER TREE PLANTING DETAIL
(NO SCALE)

Prepared by:
Integrated Landscape Architecture
765 Rolling Oaks Drive
Driftwood, Texas 75649
PH: 715-275-7554
E-Mail: Info@LandArchTx.com



ALTAR GROUP



ARCHITECTURE
ENGINEERING

CYPRESS, TEXAS 77429
832-390-1714



11/30/22

TAKE 5 EXPRESS
OIL CHANGE

1325 N US HIGHWAY 377
ROANOKE, TX 76262

DATE 11/30/2022
NO. 11/30/2022
ISSUED FOR PERMIT

Drawn
Checked

DB
AH

PERMIT
ISSUE

Project No. 22-074

Title

LANDSCAPE
PLAN

Sheet No.

L-100



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

TREE PRESERVATION PLAN APPLICATION

Applicant JOHN LINTON	Address, City, State 11615 SPRING CYPRESS RD STE E	Phone 7132487752 Email
Location of Property 1211 US NORTH HWY 377		Lot / Block / Subdivision J.D. HUNTER SURVEY, A-606
Name of Business TAKE 5 EXPRESS OIL CHANGE	Type of Business OIL CHANGE FACILITY	Phone
Property Owner FAITH BURNETT	Address, City, State 440 S. CHURCH ST. STE 700, CHARLOTTE, NC	Phone 7138174452

Tree Preservation Plan shall be submitted and accompanied by a site plan by a registered surveyor, engineer, architect, registered arborist or landscape architect that includes, but not limited to the following.

- ☒ Delineation of site boundaries
- ☒ Location of all existing or proposed structures and improvements including but not limited to streets, alleys and easements
- ☒ A tree survey (chart form) depicting the species, location and caliper of all protected trees to be preserved, with a numerical reference for each tree to be removed
- ☒ Proposed and existing contours
- ☒ Tree protection measures

	Preserved	Removed
Total Number of Trees	10	6

I certify that the above information is accurate to the best of my knowledge.


Applicant Signature

11/14/22

Date

FOR OFFICE USE ONLY

Development Review Committee	Parks Board	City Council	File for Record
------------------------------	-------------	--------------	-----------------

Field: AT/RR
Drafter:ML/ZS-DFW5595
Revision:
Revision:

FLOOD ZONE CLASSIFICATION

This property lies within ZONE(S) X (UNSHADED) of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0515G, dated 2011/04/18, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.

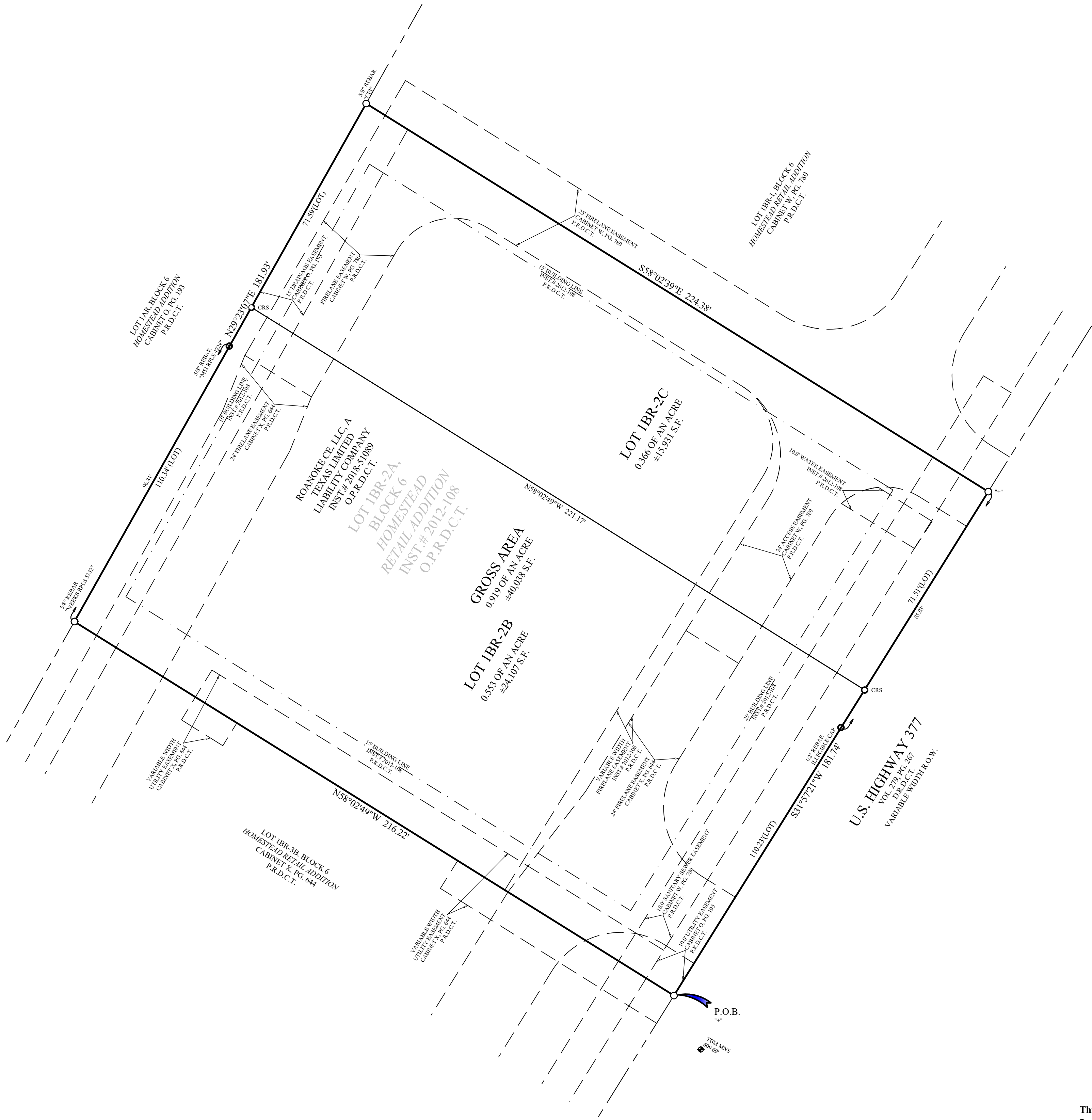
MONUMENTS / DATUMS / BEARING BASIS

Monuments are found if not marked MNS or CRS.

- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set
TBM ◆ Site benchmark (see vicinity map for general location)
"+" " cut in concrete
○ Vertex or common point (not a monument)
Coordinate values, if shown, are US.SyFt./TxCS,83,NCZ
Elevations, if shown, are NAVD88 (Geoid 18)
Bearings are based on the TxCS,83,NCZ
Distances & areas shown are represented in surface values
TYPE I ○ TxDOT Right of Way tapered concrete monument.
TYPE II ○ TxDOT Right of Way bronze cap in concrete.
TYPE III ○ TxDOT Right of Way aluminum cap.

LEGEND OF ABBREVIATIONS

- US.SyFt. United States Survey Feet
TxCS,83,NCZ Texas Coordinate System of 1983, North Central Zone
NAVD88 North American Vertical Datum of 1988
P.R.D.C.T. Plat Records of Denton County, Texas
O.P.R.D.C.T. Official Public Records of Denton County, Texas
D.R.D.C.T. Deed Records of Denton County, Texas
VOL/PG/INST# Volume/Page/Instrument Number
POB/POC Point of Beginning/Point of Commencing
ESMT/BL Easement/Building Line
PVC/RCP Polyvinyl Chloride Pipe/Reinforced Concrete Pipe



OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS Roanoke CE, LLC, a Texas limited liability company, is the owner of Lot 1BR-2A, Block 6, Homestead Retail Addition, an addition in the City of Roanoke, Denton County, Texas, according to the plat thereof recorded under Instrument Number 2012-108, Plat Records, Denton County, Texas (P.R.D.C.T.), said tract being the same tract described in the Special Warranty Deed with Vendor's Lien to the Roanoke CE, LLC, a Texas limited liability company, recorded under Instrument Number 2018-51089, Official Public Records, Denton County, Texas; the subject tract is more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, North Central Zone):

BEGINNING at an "+" cut in concrete found at the south corner of the said Lot 1BR-2A;

THENCE with the perimeter and to the corners of 1BR-2A, the following calls:

- NORTH 58°02'49" WEST, a distance of 216.22 to a found 5/8 inch capped rebar stamped "WEEKS RPLS 5332";
- NORTH 29°23'07" EAST, passing at a distance of 96.81 feet a found 5/8 inch capped rebar stamped "MSI RPLS 4224", continue said course for a total distance of 181.93 feet to a found 5/8 inch capped rebar stamped "CEI";
- SOUTH 58°02'39" EAST, a distance of 224.38 feet to a found "+" cut in concrete;
- SOUTH 31°57'21" WEST, passing at a distance of 85.03 feet a found 1/2 inch capped rebar with an illegible stamp, continue said course for a total distance of 181.74 feet returning to the **POINT OF BEGINNING** and enclosing 0.919 of an acre (±40,038 square feet).

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Roanoke CE, LLC, a Texas limited liability company, does hereby adopt this Minor replat designating the hereinabove described property as Lots 1BR-2B & 1BR-2C, Block 6, **Homestead Retail Addition**, an addition in the City of Roanoke, Texas and does hereby dedicate to the public use forever all streets, alleys, parks, watercourses, drains, easements, and public places thereon shown for the purpose and consideration therein expressed.

Witness my hand at Tarrant County, Texas, this _____ day of _____, 20__.

By:Roanoke CE, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, for Roanoke CE, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

Given under my hand and seal of office this _____ day of _____, 20__.

Notary Public in and for the State of Texas

GENERAL NOTES:

- All corner are marked with capped 1/2 inch capped rebar stamped "JPH Land Surveying".
- The City of Roanoke has adopted the National Electric Safety Code (the "Code"). The Code generally prohibits structures within 17.5 feet on either side of the centerline of overhead distribution lines and within 37.5 feet on either side of the centerline of overhead transmission lines. In some instances the Code requires greater clearances. Building permits will not be issued for structures within these clearance areas. Contact the Building Official with specific questions.
- The purpose of this Minor Replat is to separate Lot 1BR-2A into two lots, Lots 1BR-2B & 1BR-2C.
- Current zoning: (PD) Planned Development. Zoning information acquired from the City of Roanoke website. (<https://roanoketexas.com/>)
- The fieldwork was completed on September 22, 2022.
- This survey was performed without the benefit of a commitment for title insurance. Therefore, there may be easements or documents pertaining to the subject tract that are not shown or referenced hereon.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Jewel Chadd, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the ordinances of the City of Roanoke, Denton County, Texas

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
Date: TBD

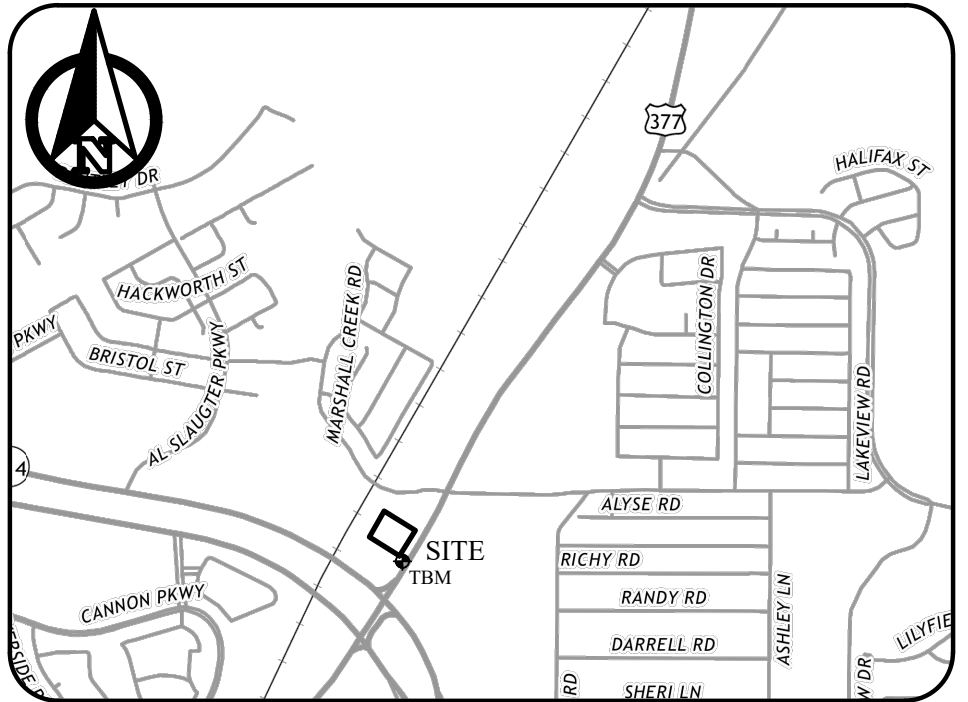
STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Jewel Chadd**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

Given under my hand and seal of office this _____ day of _____, 20__.

Notary Public in and for the State of Texas

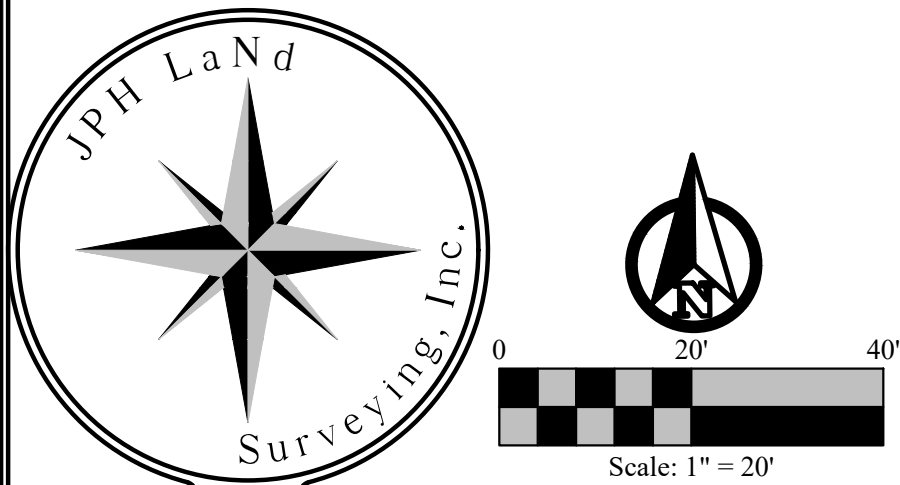
VICINITY MAP
NOT TO SCALE



MINOR REPLAT
LOTS 1BR-2B & 1BR-2C, BLOCK 6
HOMESTEAD RETAIL ADDITION

BEING A 0.919 OF AN ACRE REPLAT OF
LOT 1BR-2A, BLOCK 6, HOMESTEAD RETAIL ADDITION
AN ADDITION IN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS,
RECORDED UNDER INSTRUMENT NUMBER 2012-108, P. R.D.C.T.

J. D. HUNTER SURVEY, ABSTRACT NO. 606
DENTON COUNTY, TEXAS

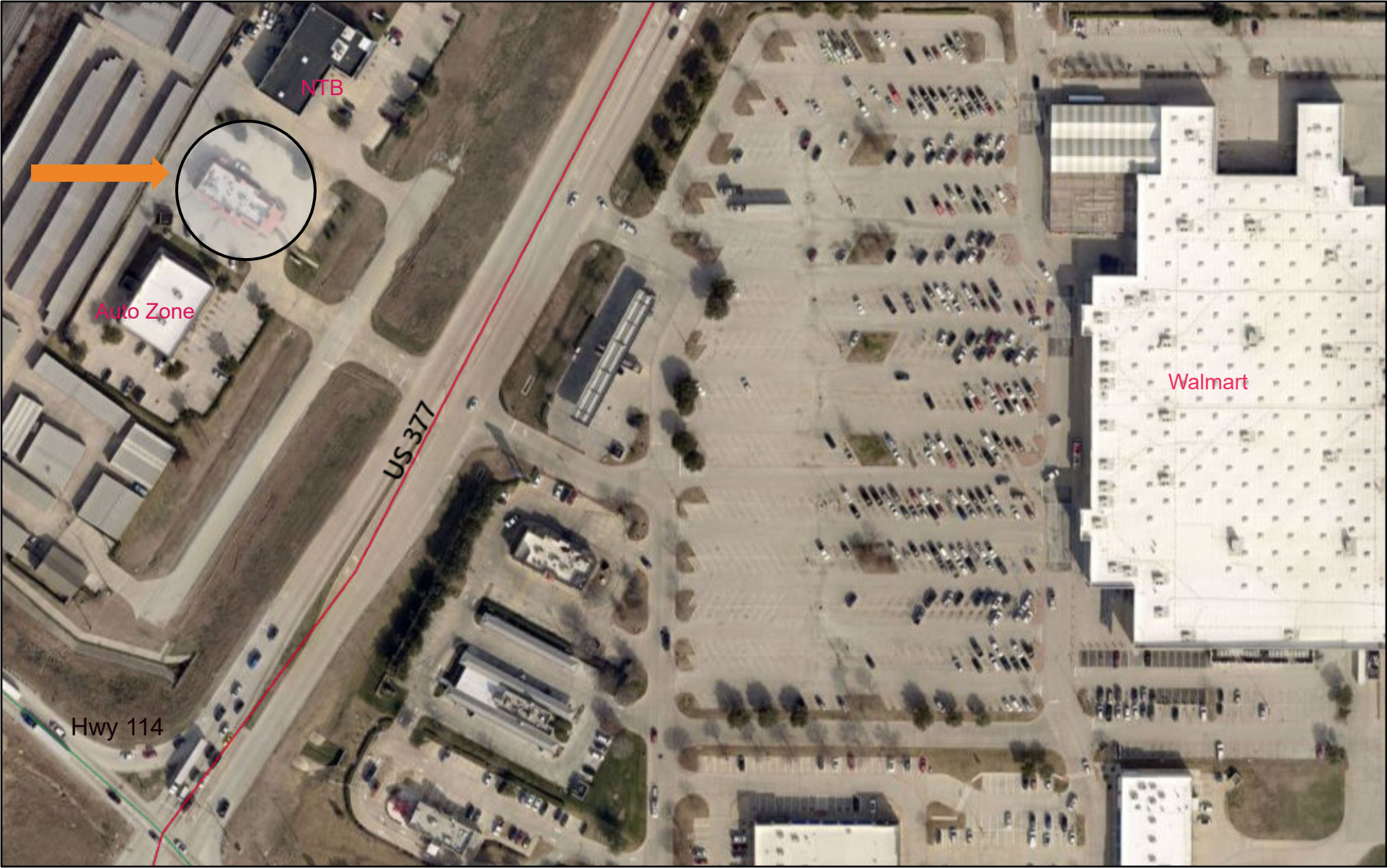


OWNER
Roanoke CE, LLC, a Texas
limited liability company
P.O. Box 906
Azle, Texas 76098

SURVEYOR
JPH LAND SURVEYING, INC.
785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston

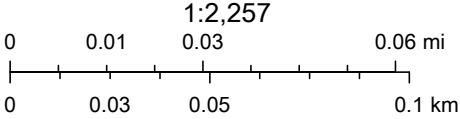
JPH Job/Drawing No. (see below)
2022.238.003 1209 Hwy 377 N., Roanoke, Denton Co., Tx - PLAT.dwg
© 2022 JPH Land Surveying, Inc. - All Rights Reserved
785 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston

Denton CAD Web Map



12/7/2022, 3:38:45 PM

Roads — US
 — FRNT



Denton Central Appraisal District, dentoncad.com



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Site Plan (SP 2022-14) Mila and Rose WH - Henrietta Creek

MEETING DATE: December 13, 2022

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on a site plan request (SP 2022-14) from Craig Jacobson with RGA Architects on an approximate 1.7 acre tract of land located in the Henrietta Creek Business Park Addition, Lot 7, Block 1, Roanoke, Denton County, Texas. The property is generally located on the north side of Henrietta Creek Rd., approximately 1/4 mile west of S US Hwy 377.

INFORMATION:

Planning Analysis

The applicant proposes a 17,962 square feet warehouse made of STO's Cement Stucco Powerwall System with stone accent.

Zoning - Business Park (BP) The BP, Business Park, district is intended primarily for the conduct of light manufacturing, assembling and fabrication activities, and for warehousing, research and development, wholesale and service operations that do not typically depend upon frequent customer or client visits. Such uses do require accessibility to major thoroughfares, major highways, and/or other means of transportation such as the railroad.

- **Landscape**- The landscape plan meets the required area and material.
- **Drainage**- A drainage plan will be accepted by the engineering consultant prior to construction.
- **Utilities**- A utility plan will be accepted by the engineering consultant prior to construction.
- **Parking**- The parking provided exceeds the required amount for the proposed use.



AGENDA ITEM

Planning and Zoning Commission:

The board recommended approval on December 5, 2022.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. SP-2022-14 - Application
2. Site Plan
3. Elevations
4. Landscape Plan
5. Civils
6. Vicinity Map



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 RGA Architects/ Craig Jacobson	Address of Applicant 301 S. Oak Street, Ste 100, Roanoke, Tx 76262	Phone Number 817-965-0220
Legal Interest		
Owner JSK Real Estate Ventures LLC/ John K	Address PO Box 618, Roanoke, TX 76262	Phone Number 214.335.5585
Firm preparing Site Plan Package McAdams/ Justin Lansdowne	Address 201 Country View Dr. Roanoke, TX 76262	Phone Number 469.253.5379 Email jlansdowne@mcadamsco
Location of Property N of Henrietta Creek Rd & W of Benson	Name of Addition/Subdivision Henrietta Creek Business Pa	Lot / Block Lot 7, Block 1
		Present Zoning BP

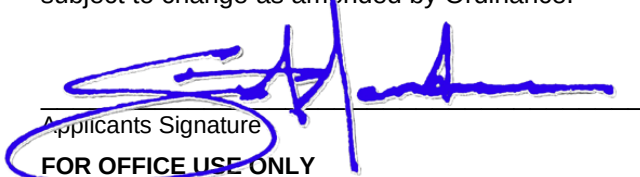
Proposed Site Plan Contains:

LAND USE	NUMBER OF LOTS	ACRES FOR USE
Single Family		
Multi-Family		
Planned Development		
Office		
Retail		
Commercial		
Industrial	1	1.5651
Flood Plain		

A copy of the final plat or re-plat of the approved subdivision by the City Council showing property boundary lines and dimensions and easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property should be included.

If the property is subject to a Plan Development a statement showing that the proposed use substantially conforms to the Plan Development.

(P&Z two (2) folded copies (24"X36") & an electronic copy (pdf) City Council) Site Plan fee is \$400.00. Fees are subject to change as amended by Ordinance.


Applicants Signature
FOR OFFICE USE ONLY

11/10/2022

Date

Site Plan Fee Paid 11/10/22 JW	P&Z Meeting 12/05/2022	CC Meeting 12/13/2022	File for Record SP- 2022 - 14
--	---------------------------	--------------------------	----------------------------------

City of Roanoke Site Plan Checklist



Submission Requirements

- ☒ Completed Application Form/Filing Fee
- ☒ Transmittal Letter
- ☒ Electronic Copy (PDF)

Print Requirements

- ☒ Staff Review
Two (2) sets of prints (**folded copies**) for staff discussion. (Plans shall be received thirty (30) days prior to P&Z meeting.)
- ☐ Planning & Zoning Commission
Two (2) 24x36 (**folded into sets**) Black line prints of the complete site package. (Plans shall be received thirty (30) days prior to P&Z meeting.)

Meetings are held on the 1st and 3rd Monday at 7:00 p.m. of each month. All information must be received one week prior to the meeting date.

- ☒ City Council
One (1) electronic copy (PDF) of the complete site package with and revisions made by the Planning & Zoning Commission.

Meetings are held on the 2nd and 4th Tuesday at 7:00 p.m. of each month. All information must be received one week prior to the meeting date. These prints should contain any revisions made by staff or Planning & Zoning Commission.

Site Plan

- ☒ Title block, titled Site Plan, lower right corner including subdivision name, block & lot numbers, and date of preparation.
- ☒ Name, address, phone and email of the owner, applicant and engineer or architect.
- ☒ North arrow and scale.
- ☒ Site Data Table / Scale 1" = 50'
 - Existing Zoning
 - Proposed Use
 - Square footage of each proposed use
 - Building area (gross sq. ft.)
 - Building height
 - Required & Provided parking per each use
 - Proposed lot coverage

Site Plan Continued

- ☒ Property boundaries with dimensions.
- ☒ Zoning districts adjacent to the property.
- ☒ Adjoining streets including existing and proposed median openings, curbs, sidewalks, street intersections, driveways, and alleys within 300 hundred feet of the property.
- ☒ Indicate spacing between driveways within the subject property and adjacent properties.
- ☒ Parking layout and driveways, including loading areas, dedicated fire lanes if required, access easements, and parking space dimensions.
- ☒ All existing and proposed drainage and utility easements.
- ☒ Topography with contour intervals of two (2) feet in 100 feet and minimum finished floor elevations, both referenced to mean sea level datum.
- ☒ Show location of the FEMA 100 year flood plain.
- ☒ Refuse facilities and mechanical equipment, including height, materials, and elevations or proposed screening.
- ☐ Lighting facilities, security lighting, screening, and glare shields.
- ☐ Proposed attached and monuments signs, showing elevations, dimensions, total square footage, materials, colors, font and lighting source. (sign information may be include on separate sheet)
- ☒ Preliminary Engineering. (conceptual utility plan)
- ☐ Show all existing and proposed sidewalks.
- ☒ Show Fire hydrant layout.
- ☒ Show existing and proposed Water & Waste Water.
- ☒ Any additional information as needed.

Building Elevations-Color Facade with any attached (wall-mounted) signage

- ☒ North, South, East and West building elevations.
- ☒ Proposed building materials that include manufacturer's specifications.
- ☒ Proposed building height.
- ☐ Percentage of proposed materials.

Landscape Plan

- ☒ Title block, titled Landscaping Plan, lower right corner including subdivision name, block & lot numbers, and date of preparation.
- ☒ Name, address, phone and fax numbers of the owner, applicant and Landscaping Architect.
- ☒ North arrow and scale. (same scale as site plan)
- ☒ Property boundaries with dimensions.

Landscape Plan Cont.

- ☒ Landscape Data Table showing required and provided square footage for each category as follows:

	Required	Provided
Perimeter Landscape	<u>1,660 SF</u>	<u>3,282 SF</u>
Number of Trees	<u>4</u>	<u>5</u>
Interior Landscape	<u>142 SF</u>	<u>142 SF</u>
Number of Trees	<u>1</u>	<u>1</u>
Non-vehicular Landscape	<u>12,076 SF</u>	<u>6,475 SF</u>
Number of Trees	<u>N/A</u>	<u>0</u>

Total Site Area devoted to landscape: 12.2 (8446 sf. %)

- ☒ Plant Table listing the number of each of tree and shrub species, providing scientific and common name and including caliper inches.
- ☒ A Plant Legend, if symbols or abbreviations are used.
- ☒ Show all areas of landscaped areas and plant materials on plan designated to fulfill interior, perimeter, and non-vehicular landscape requirements.
- ☐ Show location of trees to be preserved.
- ☒ Show spacing of plant material to be used.
- ☒ Show description of maintenance provisions for the Landscape Plan.
- ☒ Show proposed and existing sidewalks and utility easements.
- ☐ Show irrigation system if applicable.
- ☐ Show rain and freeze protection.

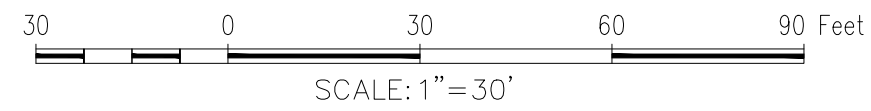
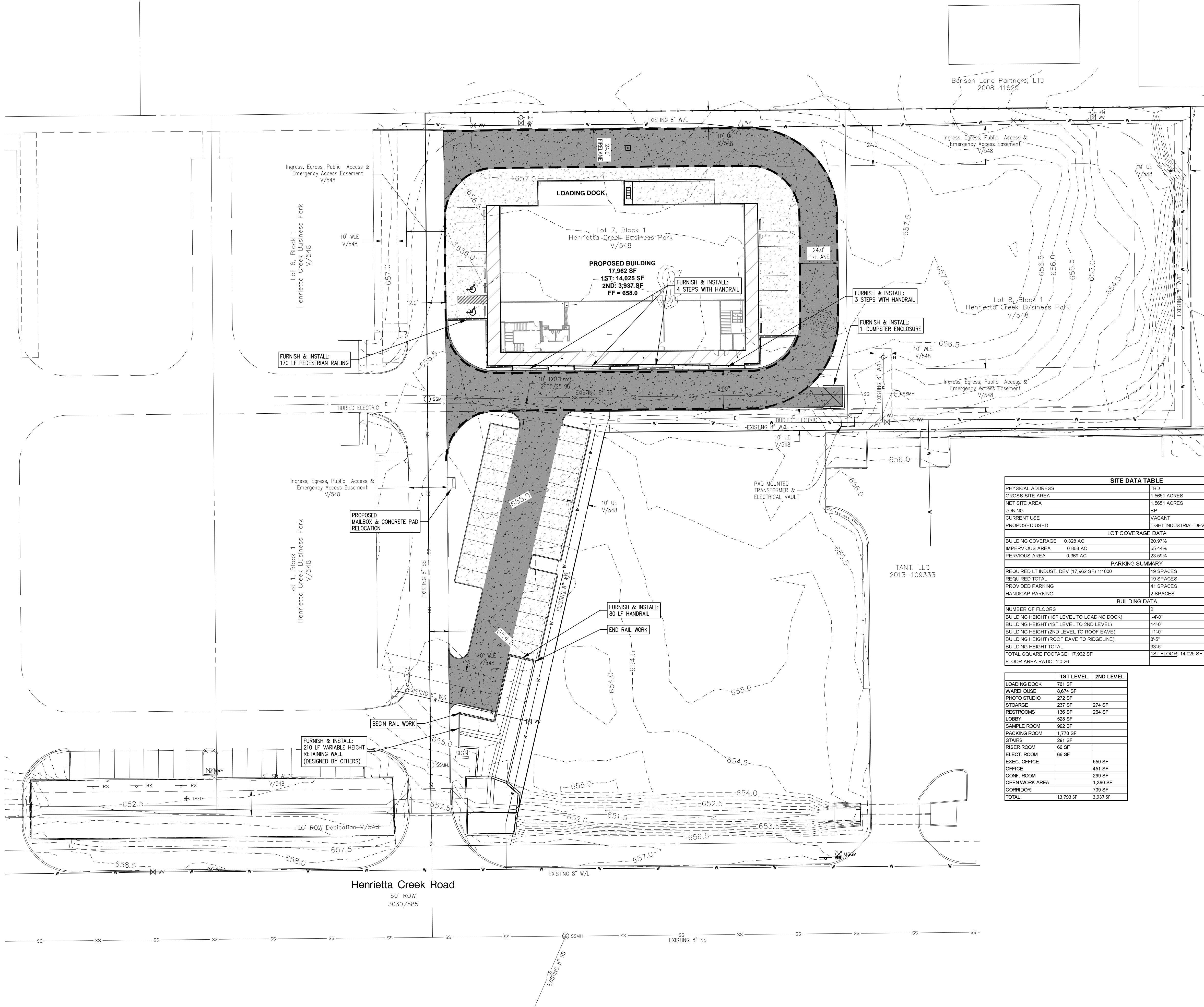
SITE PLAN APPROVAL CONDITIONS FOR RETAIL & OFFICE PROJECTS OUTSIDE INDUSTRIAL AREAS

These conditions and other considerations outlined in the CIVIC report should be considered in the design of a site plan.

- ☒ Utility meters will not be visible except in areas clearly intended as service areas where the public is generally excluded.
- ☒ Mechanical equipment located on rooftops will be screened.

This checklist is provided as a supplement only. It is the applicant's responsibility to review and comply with the requirements of the Zoning Ordinance, Subdivision regulations and Construction specifications. Concept plans for Zoning Changes or Specific Use Permits require all items on the checklist (only civils may be excluded).

File: W:\Projects\19762\19762.dwg, 11/8/2022, 2:42 AM, by: jkuelbs
Plot: 04 - Production Engineering\Sheet\Spec22254 - SITE
Revisions: 11/8/2022, 11:38 AM, by: jkuelbs, jkuelbs



"X" SET ON THE SOUTHEAST CORNER OF A RETAINING WALL APPROXIMATELY 25 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF LOT 7 AND APPROXIMATELY 20 FEET NORTH OF HENRIETTA CREEK ROAD
N: 7,047,655.28' E: 2,356,357.04' ELEVATION = 657.37'

"X" SET ON THE SOUTHWEST CORNER OF A CONCRETE VAULT APPROXIMATELY 5 FEET NORTHWEST OF THE SOUTHWEST CORNER OF LOT 7 AND APPROXIMATELY 11 FEET NORTHEAST OF A WROUGHT IRON FENCE CORNER.
N: 7,047,904.21' E: 2,356,630.24' ELEVATION = 657.85'

BRASS DISK P941 FOUND AT THE INTERSECTION OF U.S. HIGHWAY 377 AND STATE HIGHWAY 114 IN THE TOP OF THE EAST END OF THE SOUTH CONCRETE ABUTMENT. N: 7,051,793.14 E: 2,358,977.18 CALLED ELEV. 642.27
MEASURED ELEV. 641.76 (MARCH 30, 2017)

BEARINGS BASED TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD '83. COORDINATES ARE SHOWN AS LOCAL SURFACE COORDINATES, SCALE FACTOR TO GRID IS = 0.99985097884

SITE DATA TABLE	
PHYSICAL ADDRESS	TBD
GROSS SITE AREA	1.5851 ACRES
NET SITE AREA	1.5851 ACRES
ZONING	BP
CURRENT USE	VACANT
PROPOSED USE	LIGHT INDUSTRIAL DEVELOPMENT
LOT COVERAGE DATA	
BUILDING COVERAGE	0.339 AC
IMPERVIOUS AREA	0.868 AC
PERVIOUS AREA	0.369 AC
PARKING SUMMARY	
REQUIRED LT INDUST. DEV (17,962 SF) 1:1000	19 SPACES
REQUIRED TOTAL	19 SPACES
PROVIDED PARKING	41 SPACES
HANDICAP PARKING	2 SPACES
BUILDING DATA	
NUMBER OF FLOORS	2
BUILDING HEIGHT (1ST LEVEL TO LOADING DOCK)	4'-0"
BUILDING HEIGHT (1ST LEVEL TO 2ND LEVEL)	14'-0"
BUILDING HEIGHT (2ND LEVEL TO ROOF EAVE)	11'-0"
BUILDING HEIGHT (ROOF EAVE TO RIDGELINE)	8'-5"
BUILDING HEIGHT TOTAL	33'-5"
TOTAL SQUARE FOOTAGE: 17,962 SF	1ST FLOOR: 14,025 SF 2ND FLOOR: 3,937 SF
FLOOR AREA RATIO: 1.026	

	1ST LEVEL	2ND LEVEL
LOADING DOCK	761 SF	
WAREHOUSE	8,674 SF	
PHOTO STUDIO	272 SF	
STORAGE	227 SF	274 SF
RESTROOMS	136 SF	264 SF
LOBBY	528 SF	
SAMPLE ROOM	992 SF	
PACKING ROOM	1,770 SF	
STAIRS	291 SF	
RISER ROOM	66 SF	
ELECT. ROOM	66 SF	
EXEC. OFFICE	550 SF	
OFFICE	451 SF	
CONF. ROOM	299 SF	
OPEN WORK AREA	1,360 SF	
CORRIDOR	739 SF	
TOTAL:	13,793 SF	3,937 SF

OWNER/DEVELOPER
JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 336-5585
Contact: JOHN KUELBS

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
817.436.8712
2900 Highway 120
Roanoke, Texas 76262
940.240.1012
TBP#: 19762 TBPIS: 10164440
www.mcadamsco.com



HENRIETTA CREEK BUSINESS PARK

Lot 7, Block 1 (15661 ACRES)

in the
D.O. HOOVER SURVEY, ABSTRACT NO. 603
CITY OF ROANOKE
DENTON COUNTY, TEXAS

SITE PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC. TBP#: 19762 JUSTIN L. LANDSDOWNE, P.E. #121990 DATE: 11/8/2022

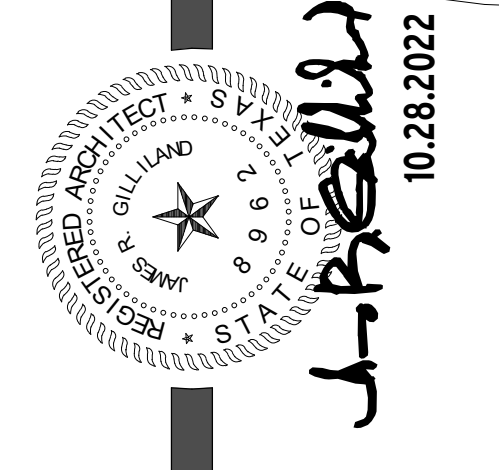
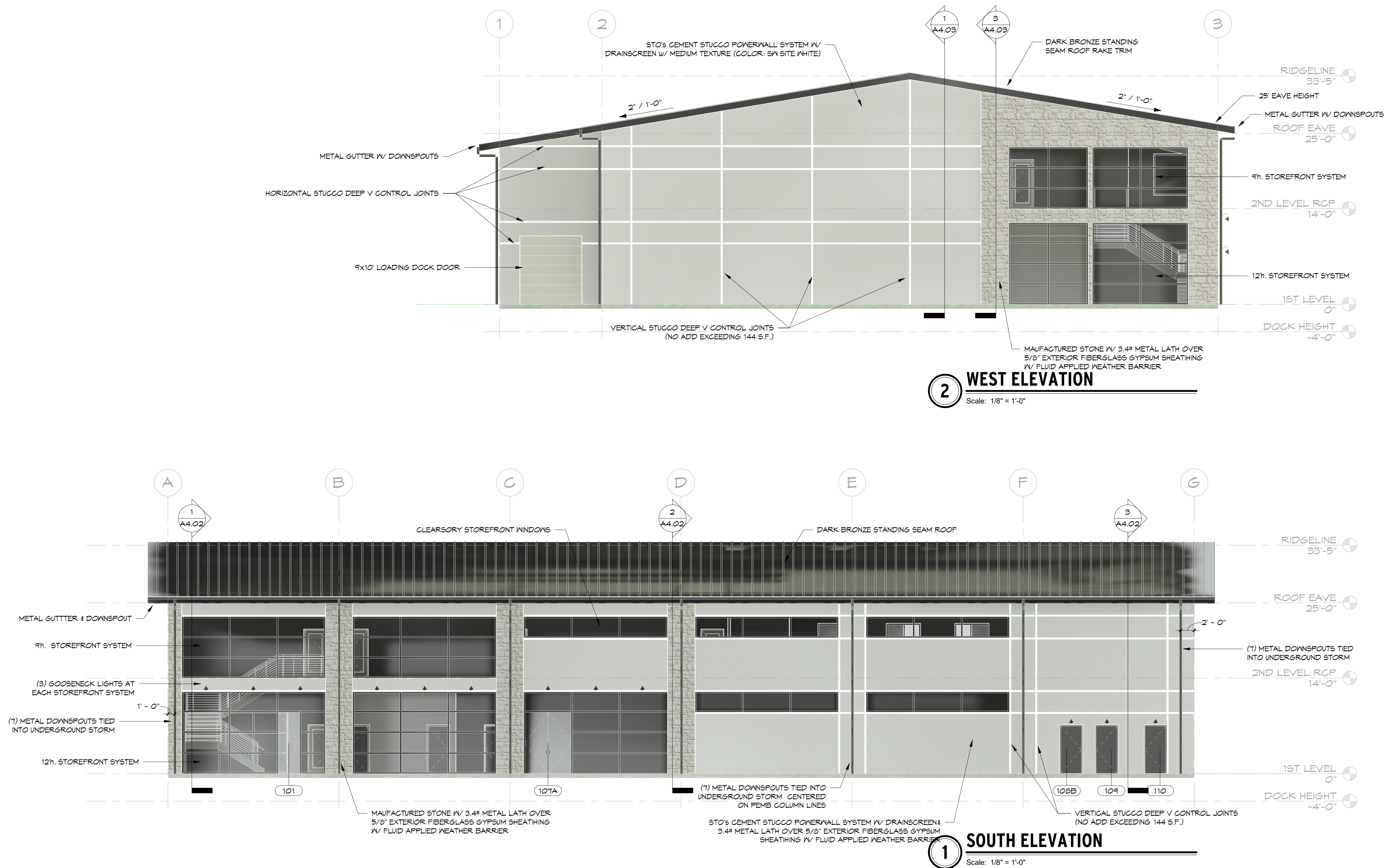
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Date: 11/08/2022
Scale: 1" = 30'
Revisions:

SPEC22254

C2.01

HENRIETTA CREEK BUSINESS PARK

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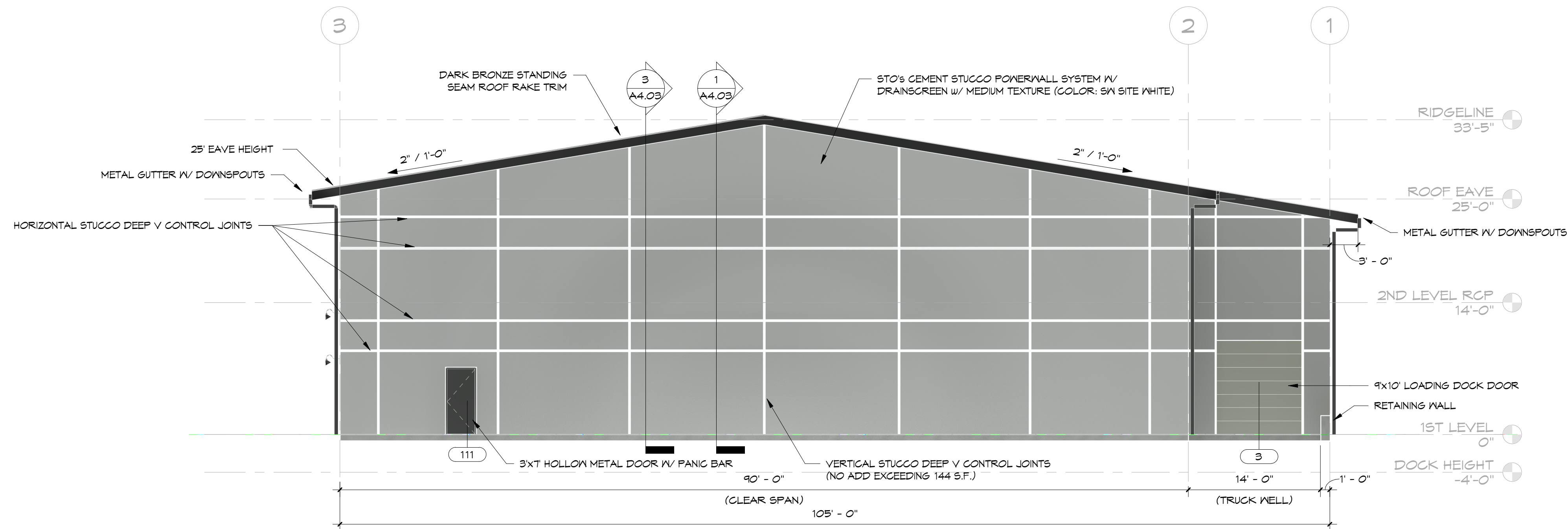


MILA & ROSE

620 Henrietta Creek
Roanoke, TX 76262

PERMIT NUMBER:	XXXXX	
RGA PROJECT NUMBER:	22070	
DATE:	10.28.2022	
REVISIONS:		
Number	Description	Date

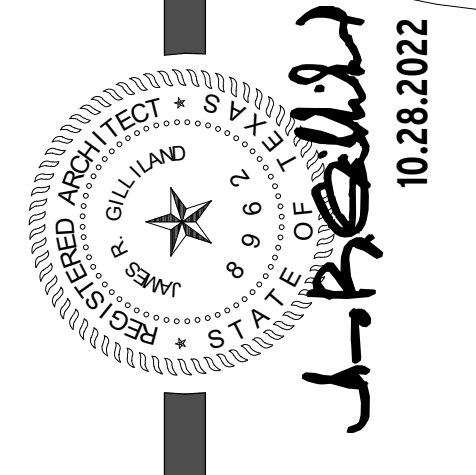
11/10/2022 1:25:00 PM



2 EAST ELEVATION
Scale: 1/8" = 1'-0"



1 NORTH ELEVATION
Scale: 1/8" = 1'-0"



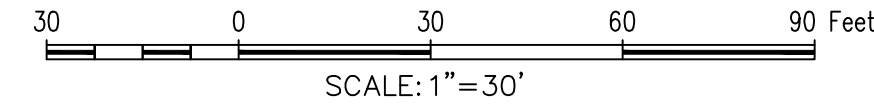
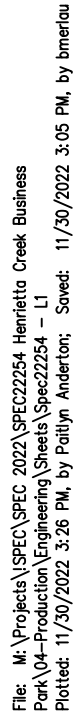
MILA & ROSE

620 Henrietta Creek
Roanoke, TX 76262

PERMIT NUMBER:	XXXXX	
RGA PROJECT NUMBER:	22070	
DATE:	10.28.2022	
REVISIONS:		
Number	Description	Date

SHEET:

A3.02

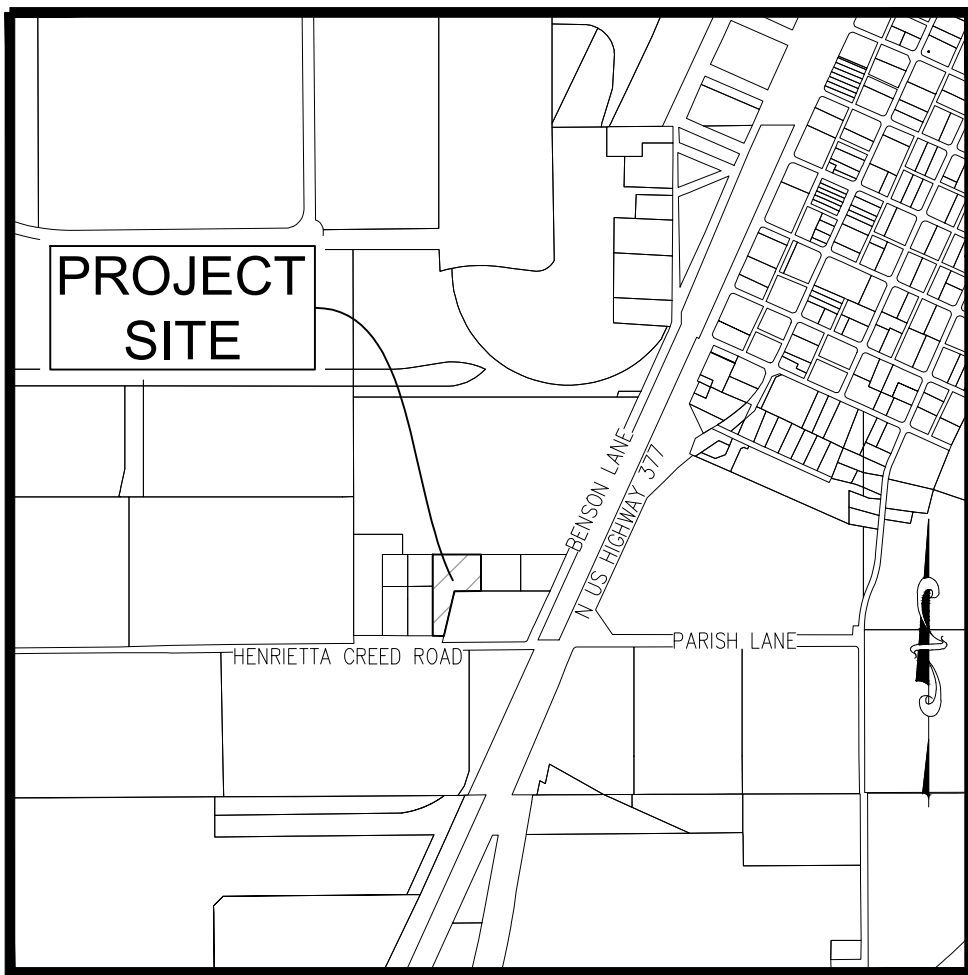


(L1.00)

SITE PLAN
for
HENRIETTA CREEK
BUSINESS PARK

LOT 7, BLOCK 1 (1.5651 ACRES)

in the
D.O. HOOVER SURVEY, ABSTRACT NO. 603
CITY OF ROANOKE
DENTON COUNTY, TEXAS
NOVEMBER 2022



Vicinity Map 1"=1000'

OWNER/DEVELOPER
JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 335-5585
Contact: JOHN KUELBS



The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

Contact: Justin L. Lansdowne, P.E.

Sheet List Table

C0.00	COVER SHEET
C0.01	GENERAL NOTES
C1.01	FINAL PLAT
C1.02	FINAL PLAT
C1.03	EXISTING SITE CONDITIONS
C1.04	DEMOLITION PLAN
C2.01	SITE PLAN
C3.01	EXISTING DRAINAGE AREA MAP
C3.02	PROPOSED DRAINAGE AREA MAP
C3.03	EXISTING DETENTION BASIN & CALCULATIONS
C3.04	PROPOSED DETENTION BASIN & CALCULATIONS
C3.05	SITE GRADING PLAN
C3.06	DETAILED GRADING & RETAINING WALL PLAN
C4.01	UTILITY PLAN
C4.02	UTILITY PROFILES
C6.01	EROSION CONTROL PLAN
C7.01	PAVING & DIMENSIONAL CONTROL PLAN
C8.01	STANDARD CONSTRUCTION DETAILS
C8.02	STANDARD CONSTRUCTION DETAILS
C8.03	STANDARD CONSTRUCTION DETAILS
C8.04	EROSION CONTROL DETAILS
C8.05	STANDARD SEWER & STORM DETAILS
C8.06	STANDARD WATER DETAILS
L1.00	LANDSCAPE PLAN



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HENRIETTA CREEK BUSINESS
PARK
Lot 7, Block 1 (1.5651 ACRES)
in the
D.O. HOOVER SURVEY, ABSTRACT NO. 603
CITY OF ROANOKE
DENTON COUNTY, TEXAS

COVER SHEET

PRELIMINARY PLANS

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THE JOHN R. McADAMS
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TBPE: 19762
JUSTIN L. LANSDOWNE,
P.E. #121990
DATE: 11/30/2022

Drawn By: SDP
Date: 11/08/2022
Scale: N.T.S.
Revisions:

SPEC22254

C0.00

GENERAL NOTES

1. THE TERM MUNICIPALITY REFERS TO THE CITY OF ROANOKE.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE MUNICIPALITY AND SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD DETAILS AND SPECIFICATIONS FOR CONSTRUCTION. ALL WORK NOT COVERED IN THE CONTRACT DOCUMENTS AND MUNICIPAL STANDARD DETAILS AND SPECIFICATIONS FOR CONSTRUCTION SHALL BE GOVERNED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. EXISTING UTILITY LOCATIONS SHOWN ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH PARTICULAR UTILITY. EXISTING UTILITIES SHOWN HAVE BEEN BASED ON AVAILABLE RECORD DRAWINGS AND SURFACE APPURTENANCE FIELD TIES ONLY. SOME UTILITY LINES AND SURFACE LOCATIONS MAY NOT BE SHOWN. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL FIELD LOCATIONS AND PROTECTION OF EXISTING UTILITIES WHETHER SHOWN OR NOT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING UTILITIES WHETHER SHOWN OR NOT, DAMAGED BY THE CONTRACTOR'S ACTIVITIES. DIFFERENCES IN HORIZONTAL OR VERTICAL LOCATIONS OF EXISTING UTILITIES SHALL NOT BE BASIS FOR ADDITIONAL COMPENSATIONS TO THE CONTRACTOR.
4. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY MONUMENTATION AND PRIMARY CONTROL. ANY SUCH POINTS WHICH THE CONTRACTOR BELIEVES WILL BE DESTROYED SHALL HAVE OFFSET POINTS ESTABLISHED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MONUMENTATION DESTROYED BY THE CONTRACTOR SHALL BE REESTABLISHED AT CONTRACTORS EXPENSE BY A REGISTERED PROFESSIONAL LAND SURVEYOR.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO: A.) PREVENT ANY DAMAGES TO PRIVATE PROPERTY AND PROPERTY OWNER'S POLES, FENCES, SHRUBS, ETC. B.) PROTECT ALL UNDERGROUND UTILITIES. C.) NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO EXCAVATION IN ACCORDANCE WITH TEXAS LAW. D.) FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES IN THE VICINITY OF CONSTRUCTION ACTIVITIES PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ENGINEER OF ANY UNIDENTIFIED POTENTIAL CONFLICTS THAT MAY EXIST BETWEEN THE EXISTING UTILITIES AND CONSTRUCTION PLANS.
6. ANY DAMAGES THAT MAY OCCUR TO REAL PROPERTY OR EXISTING IMPROVEMENTS, INCLUDING EXISTING PRIVATE AND PUBLIC LANDSCAPE IRRIGATION SYSTEMS, SHALL BE RESTORED BY THE CONTRACTOR TO AT LEAST THE SAME CONDITION THAT THE REAL PROPERTY OR EXISTING IMPROVEMENT WERE IN PRIOR TO THE DAMAGES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR THE ADJUSTMENT OF SPRINKLER HEADS TO FINAL GRADE AND RELOCATION IF NECESSARY.
7. THE CONTRACTOR SHALL MAINTAIN DRAINAGE AT ALL TIMES DURING CONSTRUCTION. THE PONDING OF WATER IN STREETS, DRIVES, TRENCHES, ETC, WILL NOT BE ALLOWED. THE CONTRACTOR SHALL MAINTAIN EXISTING DRIVEWAYS ACCESS AT ALL TIME.
8. THE CONTRACTOR SHALL MAINTAIN EXISTING SANITARY SEWER AND WATER SERVICES AT ALL TIMES DURING CONSTRUCTION.
9. AREAS OF THE SITE THAT WILL UNDERLIE FILL SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES, FILL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 INCHES IN UNCOMPACTED THICKNESS. ALL FILL MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY WITH A MOISTURE CONTENT FROM -3% TO +1% OF OPTIMUM OR PER GEOTECH RECOMMENDATION. FIELD DENSITY TESTS PER MUNICIPAL REQUIREMENTS.
10. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION. THE CONTRACTOR SHALL PROVIDE DETAILED PLANS AND SPECIFICATION FOR TRENCH SAFETY SYSTEMS THAT COMPLY WITH APPLICABLE LAWS GOVERNING EXCAVATION. THESE PLANS SHALL BE SEALED BY AN ENGINEER EXPERIENCED IN THE DESIGN OF TRENCH SAFETY SYSTEM, REGISTERED IN THE STATE OF TEXAS. THE CONTRACTOR SHALL SUBMIT COMPLETED TRENCH SAFETY PLANS TO THE MUNICIPALITY PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION SAFETY AND HEALTH REGULATIONS".
11. WORK MAY NOT BE BACKFILLED OR COVERED UNTIL IT HAS BEEN INSPECTED BY THE MUNICIPALITY.
12. ALL EXCAVATION ON THE PROJECT IS UNCLASSIFIED.
13. ALL CURB AND GUTTER SHALL BE INTEGRAL WITH THE CONCRETE PAVEMENT.
14. CONTRACTOR SHALL COORDINATE THE PROTECTION OF EXISTING FRANCHISE UTILITIES AND APPURTENANCES INCLUDING EXISTING UTILITY POLES IN THE VICINITY OF CONSTRUCTION OPERATIONS WHETHER UTILITIES ARE SHOWN ON PLANS OR NOT. ANY DAMAGE INCURRED TO EXISTING FRANCHISE UTILITIES, APPURTENANCES, UTILITY POLES, LIGHT STANDARDS, ETC., BY CONSTRUCTION RELATED ACTIVITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL LOCATE AND RECORD EXISTING IRRIGATION SYSTEMS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL TEMPORARILY REMOVE AND CAP IRRIGATION SYSTEM AS NECESSARY FOR CONSTRUCTION AND SHALL REPLACE THE PORTION REMOVED WITH EQUIVALENT SYSTEMS. CONTRACTOR SHALL COORDINATE ANY IRRIGATION WORK WITH THE MUNICIPALITY AND PROPERTY OWNER'S REPRESENTATIVES.
16. THE CONTRACTOR MUST CEASE ALL CONSTRUCTION OPERATIONS IMMEDIATELY IF A SUSPECTED ARCHEOLOGICAL OBJECT/ARTIFACT IS UNCOVERED DURING CONSTRUCTION. THE CONTRACTOR MUST IMMEDIATELY CONTACT THE TEXAS HISTORICAL COMMISSION AND THE MUNICIPALITY. PROJECT WORK WILL NOT COMMENCE UNTIL PROPER PERMITS ARE IN PLACE AND PROVIDED TO THE MUNICIPALITY.
17. ALL PAVING DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL HANDICAPPED ACCESSIBILITY REQUIREMENTS INCLUDING SIGNAGE, TEXTURES, COLORING, MARKINGS, AND SLOPES OF ADA/TAS 2012 ACCESSIBLE ROUTES & RAMPS, AND PARKING SPACES.
19. ALL PIPE LENGTHS MEASURED FROM STATION TO STATION BASED ON THE CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
20. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES ARISE.

GENERAL NOTES FOR WATER IMPROVEMENTS

1. ALL WATER LINES SHALL BE PVC PIPE CONFORMING TO A.W.W.A. STANDARD C-900 DR-18 MINIMUM, WITH NSF SEAL, PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH MUNICIPAL AND/OR NCTCOG STD. SPECS., UNLESS OTHERWISE NOTED WITHIN THE CONSTRUCTION PLANS.

GENERAL NOTES FOR PAVING IMPROVEMENTS

1. THE SUB GRADE SHALL BE PROOF ROLLED AND OBSERVED BY THE CONSTRUCTION INSPECTOR PRIOR TO AND AFTER SUB-GRADE STABILIZATION.
2. INDIVIDUAL WATER AND SEWER SERVICES AND WATER VALVES SHALL BE MARKED IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.
3. THE CONTRACTOR SHALL PROCEED WITH PAVING NO MORE THAN SEVENTY-TWO (72) HOURS AFTER DENSITY/MOISTURE TESTS HAVE BEEN TAKEN AND PASSED BY A REGISTERED TESTING FIRM. COPIES OF THE TEST RESULTS SHALL BE FURNISHED TO THE MUNICIPALITY. IN THE EVENT PAVING OPERATIONS HAVE NOT COMMENCED WITHIN THE SEVENTY-TWO (72) HOUR LIMIT, A RETEST SHALL BE REQUIRED AT THE CONTRACTOR'S EXPENSE.
4. MANHOLE RIM ELEVATIONS, CLEAN-OUTS, VALVE BOXES, FIRE HYDRANTS, ETC. SHALL BE ADJUSTED TO FINISHED GRADE BY THE PAVING CONTRACTOR AT THE TIME OF PAVING.
5. THE PAVING CONTRACTOR SHALL INSTALL A BLUE REFLECTOR IN THE STREET OR FIRE LANE CENTERLINE AT THE LOCATION OF EACH FIRE HYDRANT.
6. THE CONTRACTOR SHALL PREPARE ALL TRAFFIC CONTROL PLANS AND SUBMIT TO THE MUNICIPALITY PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMITS FOR WORK WITHIN THE MUNICIPALITY. THE PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE CURRENT EDITION OF THE M.U.T.C.D AND AS MODIFIED BY THE TXDOT SUPPLEMENT TO THE M.U.T.C.D. THE PLAN SHALL ADDRESS THE REQUIREMENTS FOR ALL SIGNS, BARRICADES, FLAGMEN, LIGHTS, HOURS OF CONSTRUCTION, AND OTHER DEVICES AS NECESSARY FOR SAFE TRAFFIC CONTROL.

GENERAL NOTES FOR SANITARY SEWER IMPROVEMENTS

1. SANITARY SEWER PVC PIPE SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.
2. AFTER COMPLETION OF ALL SANITARY SEWER TESTING (I.E. MANDREL AND AIR) CONTRACTOR SHALL PERFORM A TELEVISION INSPECTION AND PROVIDE A VIDEOTAPE TO THE MUNICIPALITY. ALL MANHOLES SHALL BE VACUUM TESTED.
3. ONE JOINT OF 150-PSI PRESSURE RATED PIPE SHALL BE INSTALLED AND CENTERED UNDER ALL PROPOSED WATER PIPE CROSSINGS.
4. CONTRACTOR TO PLACE A 3/4" PLYWOOD FALSE BOTTOM IN ALL SANITARY SEWER MANHOLES BEFORE PAVING CONTRACTOR BEGINS WORK.
5. ANY CONNECTION TIE-IN TO AN EXISTING MANHOLE MUST BE CORED.
6. ALL CLEAN-OUTS TO BE PROVIDED PER MUNICIPAL REQUIREMENTS.

PROJECT GENERAL NOTES

1. THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) MUST APPROVE ANY WORK TO BE DONE IN THE STATE HIGHWAY RIGHT-OF-WAY. AN APPLICATION AND APPROPRIATE PLANS MUST BE SUBMITTED DIRECTLY TO TXDOT FOR REVIEW AND APPROVED BY THE MUNICIPALITY WHERE THE WORK WILL BE PERFORMED.
2. THE LOCATION OF UNDERGROUND FACILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND FACILITIES. IF THE EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
3. WHERE EXISTING UTILITIES, SERVICE LINES OR IRRIGATION LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES, SERVICE LINES OR IRRIGATION LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENTS.
4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS." VOL. 29, SUBPART P. PG. 128-137, AND ANY AMENDMENTS THERETO. THE CONTRACTOR SHALL PREPARE AND IMPLEMENT A TRENCH SAFETY PLAN FOR THIS PROJECT.
5. THE CONTRACTOR SHALL RESTORE ALL AREAS, ONSITE AND OFFSITE, DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO: TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE SWALES, STAGING AREAS, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS. UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE DRAWINGS, RESTORATION SHALL INCLUDE HYDROMULCHING ALL DISTURBED AREAS WITH A SLOPE OF LESS THAN 20% (1:5) AND SODDING AREAS WITH A SLOPE OF 20% (1:5) OR GREATER. ESTABLISHMENT OF GRASS THROUGH PROPER WATERING IS LEFT UP TO THE CONTRACT'S MEANS AND METHODS, UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE/IRRIGATION DRAWINGS.
6. THE CONTRACTOR SHALL KEEP RECORDS FOR AS-BUILTS DRAWINGS AND SHALL SUBMIT MARK-UPS TO THE MUNICIPALITY INSPECTOR PRIOR TO SCHEDULING A FINAL WALK THROUGH INSPECTION.
7. PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH REPRESENTATIVES FROM ALL CONTRACTORS, THE ENGINEER, AND THE MUNICIPALITY.
8. ALL CONSTRUCTION MUST ADHERE TO THE TREE PRESERVATION REQUIREMENTS OF THE MUNICIPALITY.
9. THE CONTRACTOR, AND HIS AGENTS, AND SUB-CONTRACTOR, ARE COMPLETELY RESPONSIBLE FOR THE VERIFICATION OF THE ACCURACY OF THE DIMENSION CONTROL FURNISHED HEREIN. THE OWNER, ENGINEER AND THEIR AGENTS, ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE COORDINATES FURNISHED. THE CONTRACTOR IS REQUIRED TO VERIFY ALL COORDINATES FOR ACCURACY AND CONFIRM THE LOCATIONS OF ALL UTILITIES TO BE CONSTRUCTED, BOTH HORIZONTAL AND VERTICALLY. DISCREPANCIES FOUND BY THE CONTRACTOR SHALL BE REPORTED, IN WRITING, TO THE OWNER IMMEDIATELY FOR RECONCILIATION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL PREPARE, IMPLEMENT AND MAINTAIN THE SWPPP IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT TCEQ AND NPDES GENERAL PERMIT AS DESCRIBED IN THE FEDERAL REGISTER, PAGES 36489 THROUGH 36519.

CITY OF ROANOKE UTILITY CONTACTS

WATER/WASTEWATER DEPT. (817) 491-6099
PUBLIC WORKS DEPT. (817) 491-6099
BUILDING INSPECTIONS DEPT. (817) 490-1308
PARKS & RECREATION DEPT. (817) 837-9930
FIRE DEPARTMENT (817) 491-2301

ONCOR ELECTRIC (817) 491-6099
ATMOS ENERGY (817) 355-7011
ATMOS GAS (817) 303-2905
TRI-COUNTY ELECTRIC (972) 395-1313
AT&T (817) 980-7152
DIG T.E.S.S. (800) 344-8377

LEGEND

ABBREVIATIONS:

CRF	Capped Rebar Found	TG	Grade at Top of Grate
CRS	Capped Rebar Set	FG	Finished Grade
CP	Control Point	FF	Finished Floor
Mon.	Monument	FP	Finished Pad
BM	Benchmark	FL	Flowline
EX. TC	Existing Top of Curb	TS	Top of Stair
EX. TP	Existing Top of Pavement	BS	Bottom of Stair
EX. TW	Existing Grade at Retaining Wall	UE	Utility Easement
EX. TWE	Existing Top of Weir	DE	Drainage Easement
EX. FG	Existing Finished Grade	BL	Building Line
TC	Top of Curb	R.O.W.	Right-of-Way
G	Gutter	DR	Dead Records
PG	Proposed Grade	PR	Plot Records
TP	Grade at Top of Pavement	PAE	Pedestrian Access Easement
TA	Grade at Top of Asphalt	SB	Setback line
TW	Grade at Top of Wall	WLE	Waterline Easement
EX. TWE	Existing Grade at Top of Weir	MAE	Mutual Access Easement
BW	Grade at Bottom of Wall		
RW	Grade at Retaining Wall		

LINE & SYMBOLS:

Existing:		Proposed:
	Contours	
	Asphalt Pavement	
	Wood Fence	
	Chain Link Fence	
	Wire Fence	
	Masonry Wall	
	Centerline of Creek, Swale, or Waterway	
	Waterline	
	Sanitary Sewer	
	Storm Sewer	
	Overhead Power	
	Buried Power	
	Gas Line	
	Fire Hydrant	
	Water Valve	
	Water Meter	
	Sanitary Sewer Manhole	
	Guy Wire	
	Light Pole	
	Power Pole	
	Tree	
	Benchmark	
	Stop Sign	

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
214-972-4366 / 972-436-8712
2000 University Blvd., Suite 200
Roanoke, Texas 76262
940-240-1012
TPEP: 19762 TBPIS: 0164440
www.mcadamsco.com



HENRIETTA CREEK BUSINESS
PARK
Lot 7, Block 1 (15661 ACRES)
in the
D.O. HOOVER SURVEY, ABSTRACT NO. 603
CITY OF ROANOKE
DENTON COUNTY, TEXAS

GENERAL NOTES

PRELIMINARY PLANS

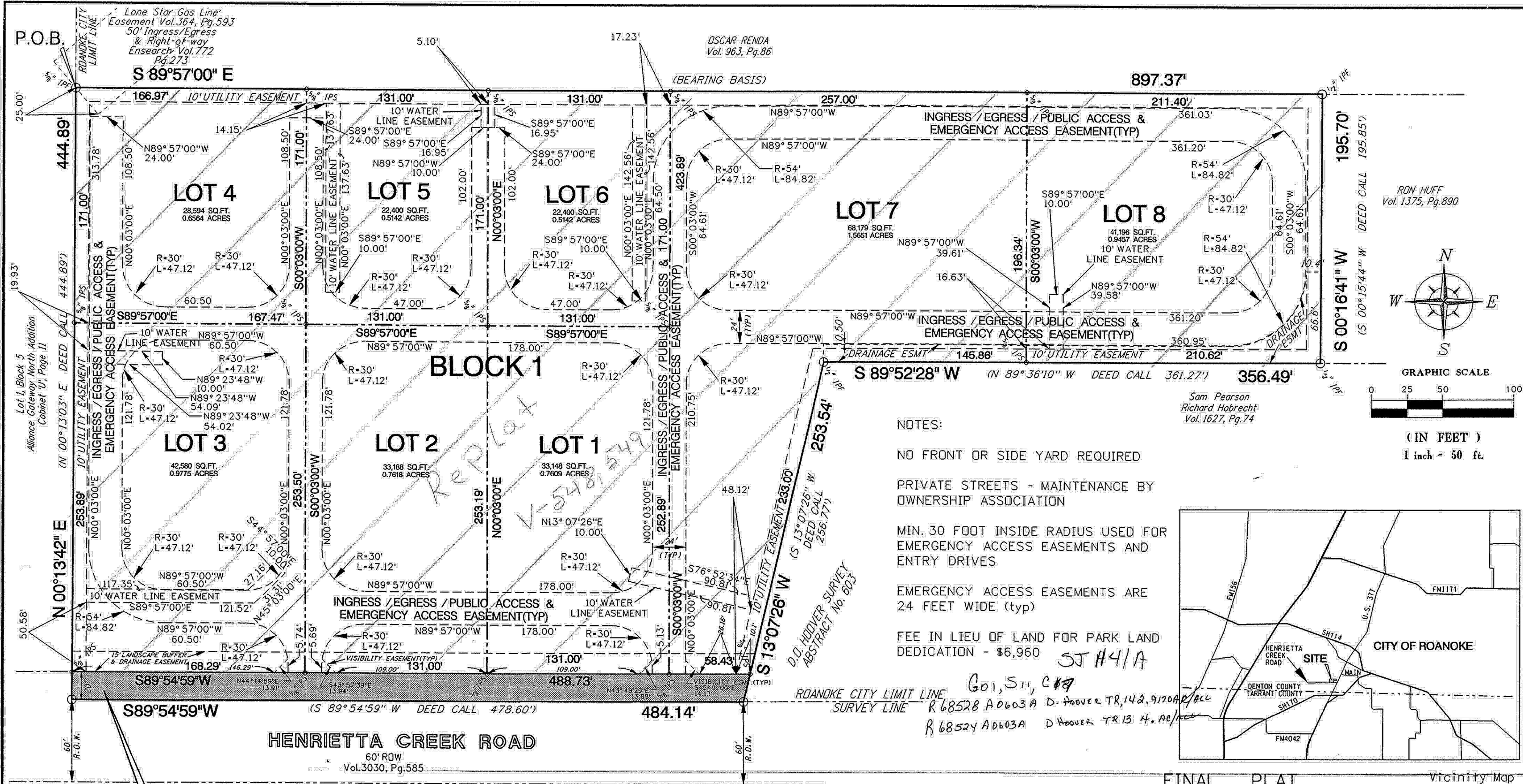
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
THE JOHN R. MCADAMS
COMPANY, INC.
TPEP: 19762
JUSTIN L. LANSDOWNE,
P.E. #121990
DATE: 11/30/2022

Drawn By: SDP
Date: 11/03/2022
Scale:
Revisions:

SPEC22254

OWNER/DEVELOPER
JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 336-5585
Contact: JOHN KUELBS

C0.01



NOTES:

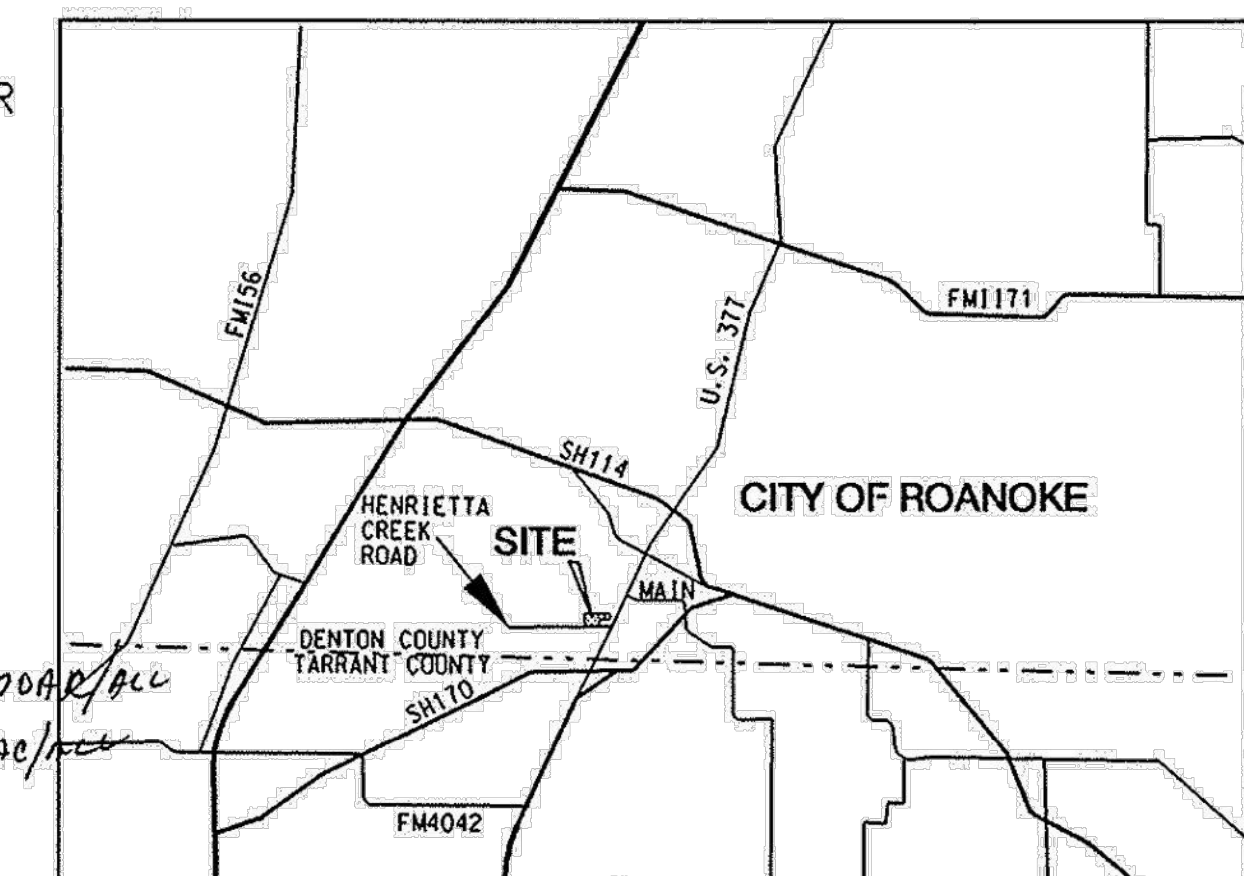
NO FRONT OR SIDE YARD REQUIRED

PRIVATE STREETS - MAINTENANCE BY OWNERSHIP ASSOCIATION

MIN. 30 FOOT INSIDE RADIUS USED FOR EMERGENCY ACCESS EASEMENTS AND ENTRY DRIVES

EMERGENCY ACCESS EASEMENTS ARE 24 FEET WIDE (typ)

FEE IN LIEU OF LAND FOR PARK LAND DEDICATION - \$6,960

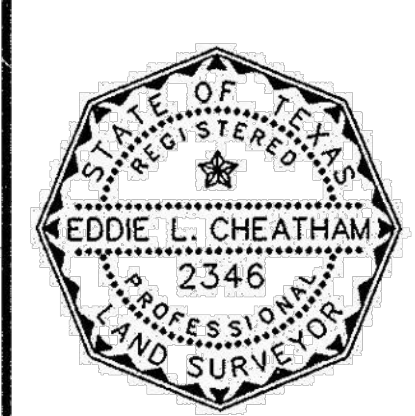


Wm. Huff Survey Abstract No. 519

9728 SQ.FT. OR 0.223 ACRES RIGHT-OF-WAY DEDICATION WITH THIS PLAT

THIS PROPERTY LOCATED IN ZONE "X" (Areas determined to be located outside the 500 year floodplain) ACCORDING TO FLOOD INSURANCE RATE MAP No. 48121C0655E, Dated April 2, 1997

BEARINGS BASED ON THE NORTH LINE OF A TRACT OF LAND BY DEED TO EXCHANGE BLVD II, INC. AS RECORDED IN REAL PROPERTY RECORDS DENTON COUNTY, TEXAS - VOLUME 02-1635 BEING S 89°57'00" E



SURVEYOR'S CERTIFICATION:

I, EDDIE L. CHEATHAM, of CHEATHAM & ASSOCIATES, a Registered Professional Land Surveyor of the State of Texas, hereby certify that this plat correctly represents an actual survey made under my supervision on the ground.

Eddie Cheatham 10/1/03
Registered Professional Land Surveyor No. 2346
Address: 1250 E. Copeland Road Suite 900
Arlington, Texas 76011

Hillwood /Freeway, Ltd.
Vol. 2452, Pg. 739

SURVEYOR/ENGINEER

CHEATHAM & ASSOCIATES
1250 E. COPELAND ROAD SUITE 900
ARLINGTON, TEXAS 76011
(817) 548-0696
FAX (817) 265-8532
CONTACT: GORDON JOHNS

OWNER/DEVELOPER

EXCHANGE BLVD. II, INC.
2875 EXCHANGE BLVD.
SOUTH LAKE, TEXAS 76092
(817) 488-4806
FAX (817) 481-4070
CONTACT: GARY FICKES

APPROVAL OF THE PLANNING & ZONING COMMISSION OF THE CITY

This plat has been submitted to and considered by the Planning and Zoning Commission of the City of Roanoke, Texas and is hereby recommended by such Commission to the City Council for its consideration for approval.

Dated this 10th Day of October, 2003

Lewis Rice
CHAIRMAN - PLANNING AND ZONING
Kelly Edwards
CITY SECRETARY

APPROVAL OF THE CITY COUNCIL

This plat has been submitted to and considered by the City Council of the City of Roanoke, Texas and is hereby approved by such City Council.

Dated this 6th Day of OCT., 2003

Randy W. Corn
MAYOR - CITY OF ROANOKE
Kelly Edwards
CITY SECRETARY

HENRIETTA CREEK BUSINESS PARK

AN ADDITION TO THE CITY OF ROANOKE
DENTON COUNTY, TEXAS

BEING 6.960 ACRES SITUATED IN THE
D.O. HOOVER SURVEY, ABSTRACT NO. 603
DENTON COUNTY, TEXAS

EIGHT LOTS
JUNE, 2003

Cab V pg 319

FILED FOR RECORD IN:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK
On Oct 23 2003
At 10:58am
Receipt #: 64571
Recording: 75.00
Doc/Mgmt: 11.00
Doc/Num: 2003-00175521
Doc/Type: PLA
Deputy - Jane



PAGE 1 of 2

NUMBER

DRAWING NUMBER

DRAWING NUMBER

HENRIETTA CREEK BUSINESS PARK

Lot 7, Block 1
15651 Acres
in the
D.O. HOOVER SURVEY, ABSTRACT NO. 603
CITY OF ROANOKE
DENTON COUNTY, TEXAS

MCADAMS

THE JOHN R. MCADAMS
COMPANY, INC.
111 Hillside Drive
Lewisville, Texas 75057
972.435.9712
201 Country View Drive
Rockwall, Texas 75087
940.240.1012
TPE: 19762 TPLS: 1018440
www.mcadamsco.com

FINAL PLAT

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC. TPE: 19762 JUSTIN L. LANSLOWNE, P.E. #121990 DATE 11/30/2022

SPEC22254

C1.01

STATE OF TEXAS
COUNTY OF WISE

OWNERS DEDICATION:

Whereas Exchange Blvd II, Inc, is the sole owner of a tract of land situated in the H.O. Hoover Survey, Abstract No. 603, City of Roanoke, Denton County, Texas, as shown on deed as filed in Volume 02-1635, Real Property Records (RPRDCT), Denton County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{9}{8}$ inch iron pin found for the northeast corner of said tract of land, said point being in the east line of Lot 1, Block 5, Alliance Gateway North Addition to the City of Roanoke, as recorded in Cabinet 'U', Page 11, Plat records, Denton County, Texas, said point also being the southwest corner of a tract of land by deed to Oscar Renda Contracting, Inc, as filed in Volume 963, Page 86; RPRDCT

THENCE South 89 degrees 57 minutes 00 seconds East, along the south line of said Renda tract a distance of 897.37 feet, to a $\frac{1}{2}$ inch iron pin found, said point being the northeast corner of a tract of land by deed to Ron Huff as filed in Volume 1375, Page 890, RPRDCT;

THENCE South 00 degrees 16 minutes 41 seconds West, along the west line of said Hull tract a distance of 195.70 feet, to a $\frac{1}{2}$ inch iron pin found for corner, said point being in the north line of a tract of land by deed to Sam C. Pearson III, and Richard B Hobrecht, as filed in Volume 1627, Page 74, RPRDCT;

THENCE South 89 degrees 52 minutes 28 seconds West, a distance of 356.49 feet, to a $\frac{1}{2}$ inch iron pin found for the northwest corner of said Pearson tract;

THENCE South 13 degrees 07 minutes 26 seconds West, along the west line of said Pearson tract a distance of 253.54 feet, to a point for corner, said point being in the north line of Henrietta Creek Road (an existing 60 foot wide right-of-way);

THENCE South 89 degrees 54 minutes 59 seconds West, along said north line of Henrietta Creek Road a distance of 484.14 feet, to a point for corner;

THENCE North 00 degrees 13 minutes 42 seconds East, a distance of 444.89 feet, to the POINT OF BEGINNING, and containing 303,210 square feet or 6.960 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, EXCHANGE BLVD II, INC., BY AND THROUGH THE UNDERSIGNED, ITS DULY AUTHORIZED AGENT DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED REAL PROPERTY AS LOTS 1 THRU 9, BLOCK 1, HENRIETTA CREEK ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND WE DO HEREBY DEDICATE THE RIGHTS OF WAY AND EASEMENTS SHOWN THEREON TO THE PUBLIC'S USE UNLESS OTHERWISE NOTED.

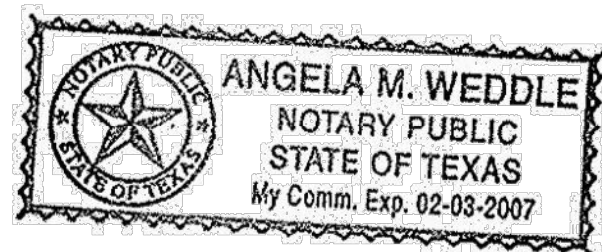
WITNESS MY HAND AT THIS THE 3 DAY OF OCTOBER, 2003

John Dorety
EXCHANGE BLVD II, INC. John Dorety
STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, JOHN DORETY FOR EXCHANGE BLVD II, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID EXCHANGE BLVD II, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 3 DAY OF OCTOBER, 2003

Angela M Weddle
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Angela M Weddle



SURVEYOR/ENGINEER
CHEATHAM & ASSOCIATES
1250 E. COPELAND ROAD SUITE 900
ARLINGTON, TEXAS 76011
(817) 548-0696
FAX (817) 265-8532
CONTACT: GORDON JOHNS

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2875 EXCHANGE BLVD.
SOUTHLAKE, TEXAS 76092
(817) 488-4806
FAX (817) 481-4070
CONTACT: GARY FICKES

APPROVAL OF THE PLANNING & ZONING COMMISSION OF THE CITY

This plat has been submitted to and considered by the Planning and Zoning Commission of the City of Roanoke, Texas and is hereby recommended by such Commission to the City Council for its consideration for approval.

Dated this 6th Day of October, 2003

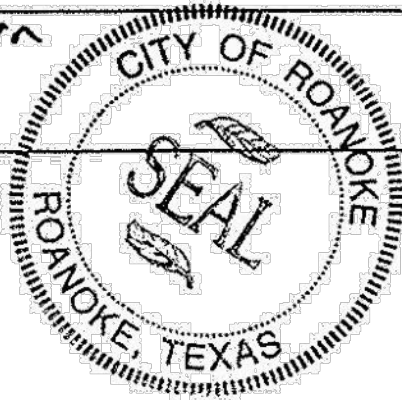
Lewis Rice
CHAIRMAN - PLANNING AND ZONING Lewis Rice
Kelly Edwards
CITY SECRETARY Kelly Edwards

APPROVAL OF THE CITY COUNCIL

This plat has been submitted to and considered by the City Council of the City of Roanoke, Texas and is hereby approved by such City Council.

Dated this 6th Day of OCT., 2003

Randy W. Corn
MAYOR - CITY OF ROANOKE Randy W. Corn
Kelly Edwards
CITY SECRETARY Kelly Edwards



FINAL PLAT
LOTS 1 THRU 8, BLOCK 1
HENRIETTA CREEK BUSINESS PARK

AN ADDITION TO THE CITY OF ROANOKE
DENTON COUNTY, TEXAS

BEING 6.960 ACRES SITUATED IN THE
D.O. HOOVER SURVEY, ABSTRACT NO.603
DENTON COUNTY, TEXAS

EIGHT LOTS
JUNE, 2003

Cab V pg 320

PAGE 2 of 2

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Oct 23 2003
At 10:58am

Receipt #: 64571
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Deputy - Jane

NUMBER

NEW HOPE, MINNESOTA
NUMBER 5592

DRAWING NUMBER

SAFECO PRODUCTS • NEW HOPE, MINNESOTA
REORDER BY PART NUMBER 5592

DRAWING NUMBER

SAFECO PRODUCTS • NEW HOPE, MINNESOTA
REORDER BY PART NUMBER 5592

HENRIETTA CREEK BUSINESS PARK

Lot 7, Block 1
15651 Acres
in the
D.O. HOOVER SURVEY, ABSTRACT NO. 603
CITY OF ROANOKE
DENTON COUNTY, TEXAS

FINAL PLAT

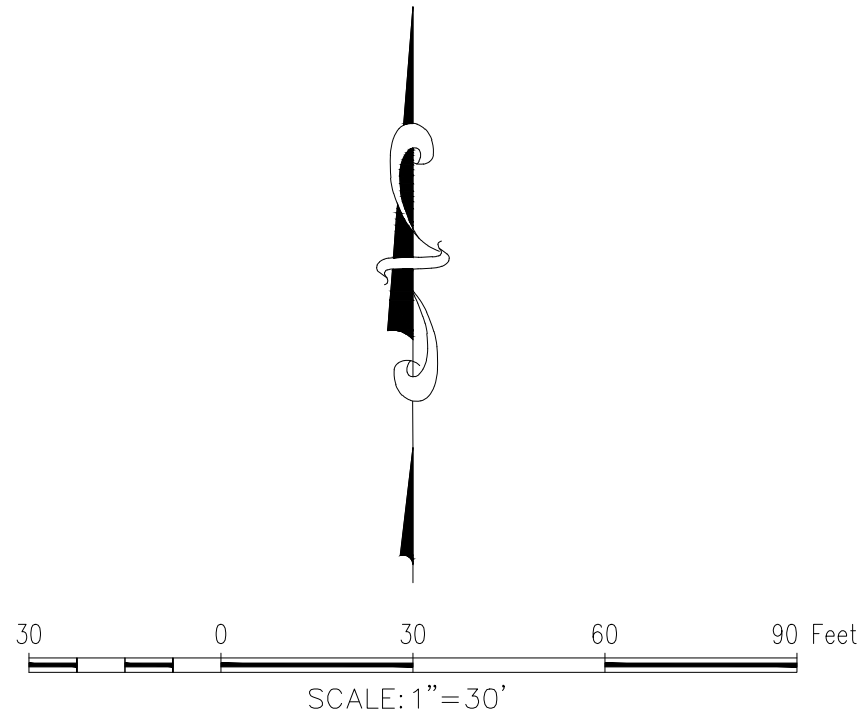
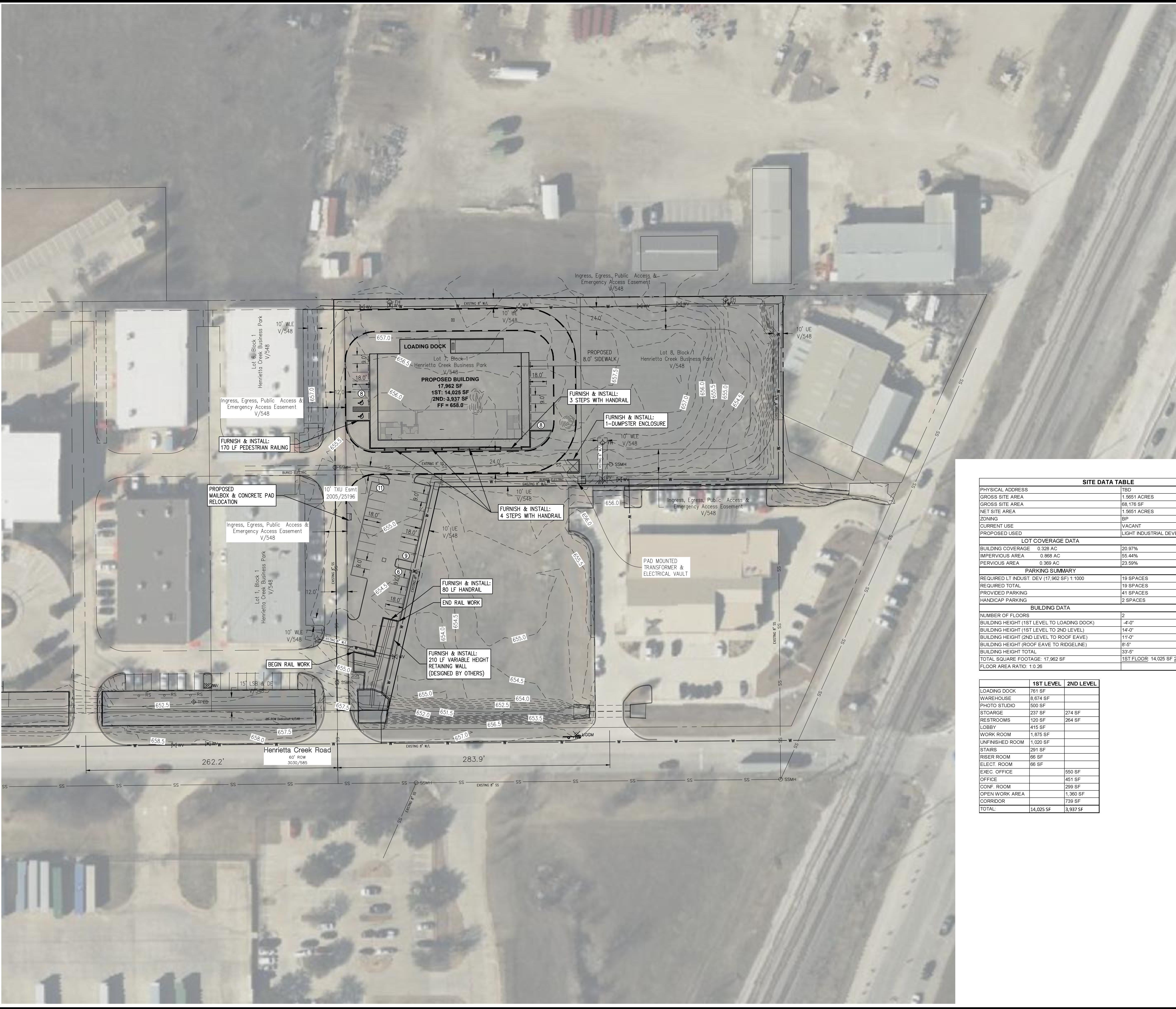
PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THE JOHN R. MCADAMS COMPANY, INC. TBPE: 19762 JUSTIN L. LANSDOWNE, P.E. #121990 DATE 11/30/2022

Drawn By: SDP
Date: 11/08/2022
Scale:
Revisions:

SPEC22254

C1.02

File: W:\Projects\1995\UPIC\UPIC_2022\SPEC22254 - Henrietta Creek Business
Park (4th + Production Engineering) (Sheet) (Spec22254) - 2022
Revised: 11/17/2022 12:28 PM by J. Kuehls



"X" SET ON THE SOUTHEAST CORNER OF A RETAINING WALL APPROXIMATELY 25 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF LOT 7 AND APPROXIMATELY 20 FEET NORTH OF HENRIETTA CREEK ROAD
N: 7,047,655.28' E: 2,356,357.04' ELEVATION = 657.37'

"X" SET ON THE SOUTHWEST CORNER OF A CONCRETE VAULT APPROXIMATELY 5 FEET NORTHWEST OF THE SOUTHWEST CORNER OF LOT 7 AND APPROXIMATELY 11 FEET NORTHEAST OF A WROUGHT IRON FENCE CORNER.
N: 7,047,904.21' E: 2,356,630.24' ELEVATION = 657.85'

BRASS DISK P941 FOUND AT THE INTERSECTION OF U.S. HIGHWAY 377 AND STATE HIGHWAY 114 IN THE TOP OF THE EAST END OF THE SOUTH CONCRETE ABUTMENT. N: 7,051,793.14 E: 2,358,977.18 CALLED ELEV. 642.27
MEASURED ELEV. 641.76 (MARCH 30, 2017)

BEARINGS BASED TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD '83. COORDINATES ARE SHOWN AS LOCAL SURFACE COORDINATES, SCALE FACTOR TO GRID IS = 0.99985097884

SITE DATA TABLE	
PHYSICAL ADDRESS	TBD
GROSS SITE AREA	1.5851 ACRES
GROSS SITE AREA	68,176 SF
NET SITE AREA	1.5661 ACRES
ZONING	BP
CURRENT USE	VACANT
PROPOSED USED	LIGHT INDUSTRIAL DEVELOPMENT
LOT COVERAGE DATA	
BUILDING COVERAGE	0.326 AC
IMPERVIOUS AREA	0.868 AC
PERVIOUS AREA	0.369 AC
PARKING SUMMARY	
REQUIRED LT INDUST. DEV (17,962 SF) 1:1000	19 SPACES
PROVIDED PARKING	41 SPACES
HANDICAP PARKING	2 SPACES
BUILDING DATA	
NUMBER OF FLOORS	2
BUILDING HEIGHT (1ST LEVEL TO LOADING DOCK)	4'-0"
BUILDING HEIGHT (1ST LEVEL TO 2ND LEVEL)	14'-0"
BUILDING HEIGHT (2ND LEVEL TO ROOF EAVE)	11'-0"
BUILDING HEIGHT (ROOF EAVE TO RIDGELINE)	6'-5"
BUILDING HEIGHT TOTAL	33'-5"
TOTAL SQUARE FOOTAGE: 17,962 SF	1ST FLOOR: 14,025 SF 2ND FLOOR: 3,937 SF
FLOOR AREA RATIO: 1.0:26	

	1ST LEVEL	2ND LEVEL
LOADING DOCK	761 SF	
WAREHOUSE	8,674 SF	
PHOTO STUDIO	500 SF	
STORAGE	237 SF	274 SF
RESTROOMS	120 SF	254 SF
LOBBY	415 SF	
WORK ROOM	1,875 SF	
UNFINISHED ROOM	1,020 SF	
STAIRS	291 SF	
RISER ROOM	66 SF	
ELECT. ROOM	66 SF	
EXEC. OFFICE		550 SF
OFFICE		451 SF
CONF. ROOM		299 SF
OPEN WORK AREA		1,360 SF
CORRIDOR		739 SF
TOTAL	14,025 SF	3,937 SF

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
817.436.8712
2900 Highway 120
Roanoke, Texas 76262
940.240.1012
TBP#: 19762 TBPIS: 10164440
www.mcadamsco.com



MCADAMS

HENRIETTA CREEK BUSINESS PARK

HENRIETTA CREEK BUSINESS

PARK

Lot 7, Block 1 (1.5661 ACRES)

in the

D.O. HOOVER SURVEY, ABSTRACT NO. 603

CITY OF ROANOKE

DENTON COUNTY, TEXAS

SITE PLAN
ZOOMED OUT

PRELIMINARY PLANS

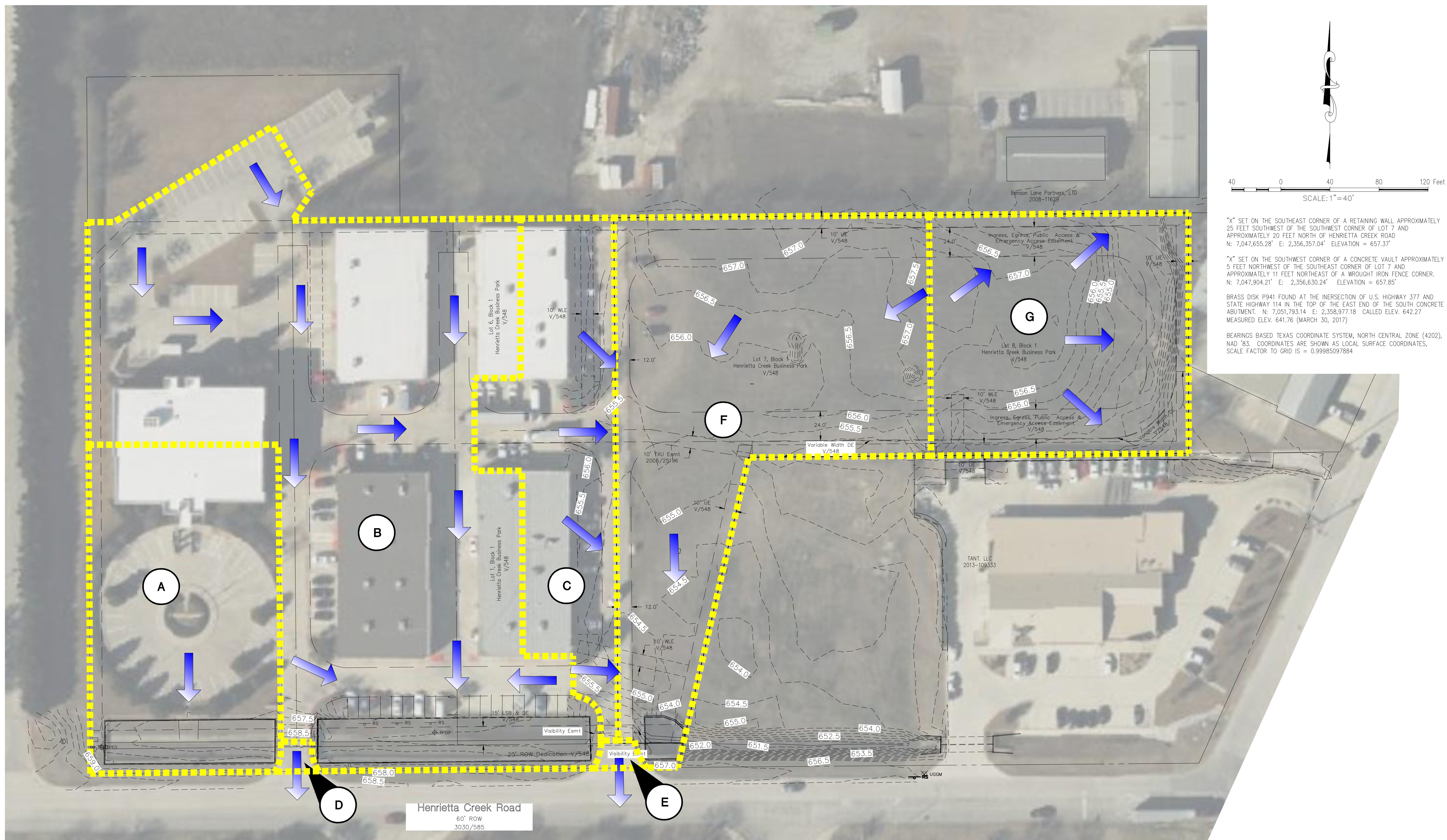
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COMPANY, INC.
TBP#: 19762
JUSTIN L. LANSLOWNE,
P.E. #121990
DATE: 11/30/2022

Drawn By: SDP
Date: 11/17/2022
Scale: 1" = 30'
Revisions:

SPEC22254

C2.02

OWNER/DEVELOPER
JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 336-5585
Contact: JOHN KUELBS



"X" SET ON THE SOUTHEAST CORNER OF A RETAINING WALL APPROXIMATELY 25 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF LOT 7 AND APPROXIMATELY 20 FEET NORTH OF HENRIETTA CREEK ROAD
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BRASS DISK P941 FOUND AT THE INTERSECTION OF U.S. HIGHWAY 377 AND STATE HIGHWAY 141 IN THE TOP OF THE EAST END OF THE SOUTH CONCRETE ABUTMENT
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MEASURED ELEV. 641.76 (MARCH 30, 2017)

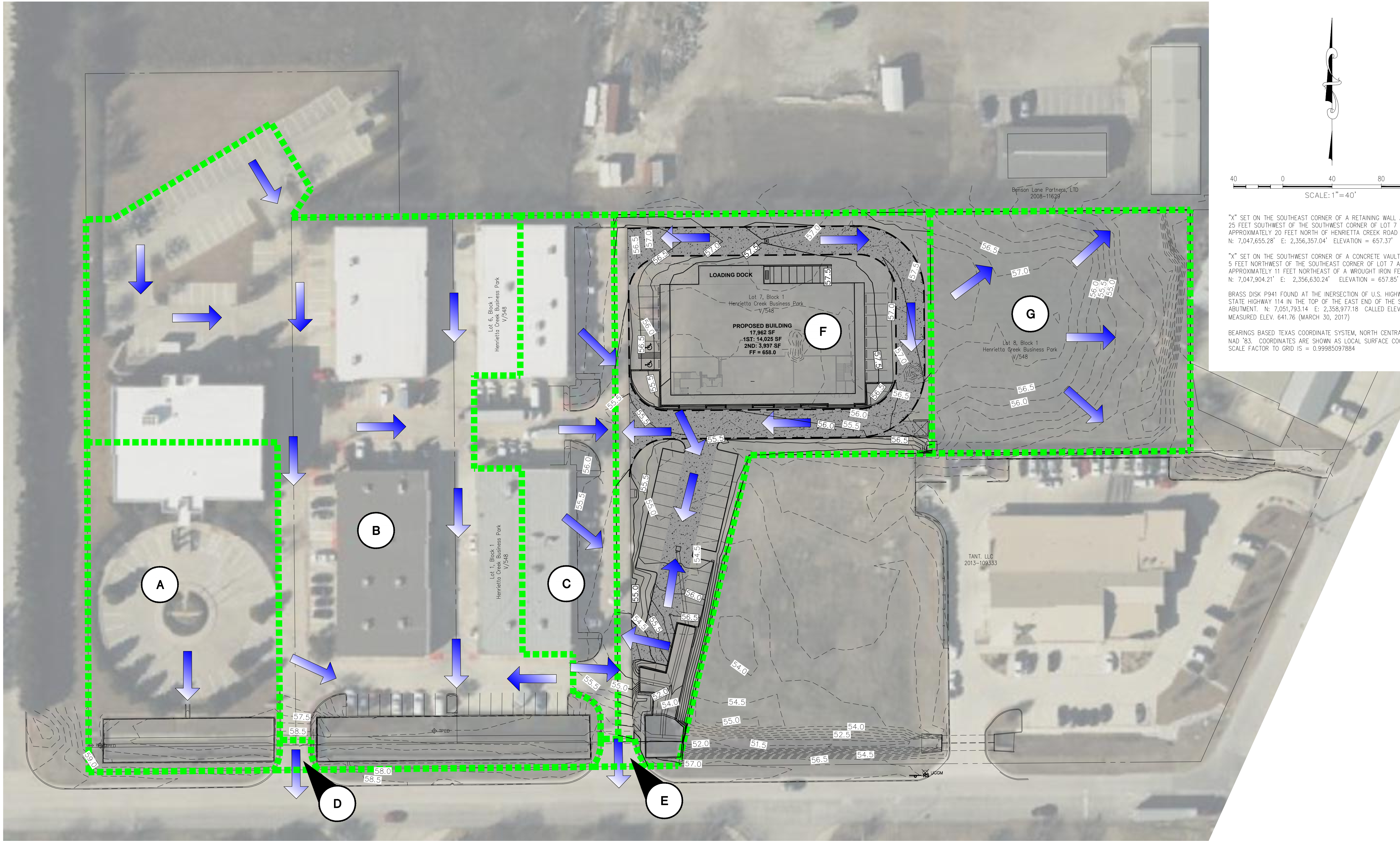
BEARINGS BASED TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD '83. COORDINATES ARE SHOWN AS LOCAL SURFACE COORDINATES. SCALE FACTOR TO GRID IS = 0.99985097884

Q = C* ^{0.5} *A (CFS)																
EXISTING																
Area	Acreage	Tc*	C	I ₂	I ₃	I ₁₀	I ₂₅	I ₅₀	I ₁₀₀	Q ₂	Q ₃	Q ₁₀	Q ₂₅	Q ₅₀	Q ₁₀₀	Comments
A	0.95	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	3.3	4.2	4.7	5.5	6.1	6.8	Flows INTO EXISTING DETENTION POND
B	2.86	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	10.1	12.5	14.2	16.5	18.4	20.4	Flows INTO EXISTING DETENTION POND
C	0.74	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	2.6	3.2	3.6	4.2	4.7	5.2	Flows ACROSS SOUTHERN PORTION OF AREA F AND INTO EXISTING DETENTION POND
D	0.02	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	0.1	0.1	0.1	0.1	0.1	0.1	Flows ONTO HENRIETTA CREEK ROAD
E	0.02	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	0.1	0.1	0.1	0.1	0.1	0.1	Flows ONTO HENRIETTA CREEK ROAD
F	1.60	15	0.30	3.90	4.85	5.50	6.41	7.14	7.91	1.9	2.3	2.6	3.1	3.4	3.8	Flows INTO EXISTING DETENTION POND
G	0.95	15	0.30	3.90	4.85	5.50	6.41	7.14	7.91	1.1	1.4	1.6	1.8	2.0	2.3	Flows INTO EXISTING CONCRETE FLUME TO BENSON LANE
Total	7.13									19.2	23.8	26.9	31.3	34.8	38.7	

OWNER/DEVELOPER
JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 335-5585
Contact: JOHN KUELBS

C3.01

File: W:\Projects\1995\1995-02\1995-02-24\Henrietta Creek Business Park.dwg
Plot: 104 - Production Engineering (Sheet) 104-22254 - 104.dwg
Plotted: 11/08/2022 11:42 AM by J. K. Kuehls



"X" SET ON THE SOUTHEAST CORNER OF A RETAINING WALL APPROXIMATELY 25 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF LOT 7 AND APPROXIMATELY 20 FEET NORTH OF HENRIETTA CREEK ROAD
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Q = C*I ² *A (CFS)																
EXISTING																
Area	Acreage	Tc*	C	I ₂	I ₅	I ₁₀	I ₂₅	I ₅₀	I ₁₀₀	Q ₂	Q ₅	Q ₁₀	Q ₂₅	Q ₅₀	Q ₁₀₀	Comments
A	0.95	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	3.3	4.2	4.7	5.5	6.1	6.8	FLOWS INTO EXISTING DETENTION POND
B	2.86	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	10.1	12.5	14.2	16.5	18.4	20.4	FLOWS INTO EXISTING DETENTION POND
C	0.74	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	2.6	3.2	3.6	4.2	4.7	5.2	FLOWS ACROSS SOUTHERN PORTION OF AREA F AND INTO EXISTING DETENTION POND
D	0.02	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	0.1	0.1	0.1	0.1	0.1	0.1	FLOWS ONTO HENRIETTA CREEK ROAD
E	0.02	15	0.90	3.90	4.85	5.50	6.41	7.14	7.91	0.1	0.1	0.1	0.1	0.1	0.1	FLOWS ONTO HENRIETTA CREEK ROAD
F	1.60	15	0.30	3.90	4.85	5.50	6.41	7.14	7.91	1.9	2.3	2.6	3.1	3.4	3.8	FLOWS INTO EXISTING DETENTION POND
G	0.95	15	0.30	3.90	4.85	5.50	6.41	7.14	7.91	1.1	1.4	1.6	1.8	2.0	2.3	FLOWS INTO EXISTING CONCRETE FLUME TO BENSON LANE
Total	7.13									19.2	23.8	26.9	31.3	34.8	38.7	

*MINIMUM TIME OF CONCENTRATION FOR PREDEVELOPED CONDITIONS IS 15 MINUTES.

OWNER/DEVELOPER
JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 336-5585
Contact: JOHN KUELBS

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
817.436.8712
2000 Highway 1202
Roanoke, Texas 76262
940.240.1012
TBP#: 19762 TBP.LS: 10164440
www.mcadamsco.com



HENRIETTA CREEK BUSINESS
PARK
Lot 7, Block 1 (15661 ACRES)
in the
D.O. HOOVER SURVEY, ABSTRACT NO. 603
CITY OF ROANOKE
DENTON COUNTY, TEXAS

PROPOSED DRAINAGE
AREA MAP

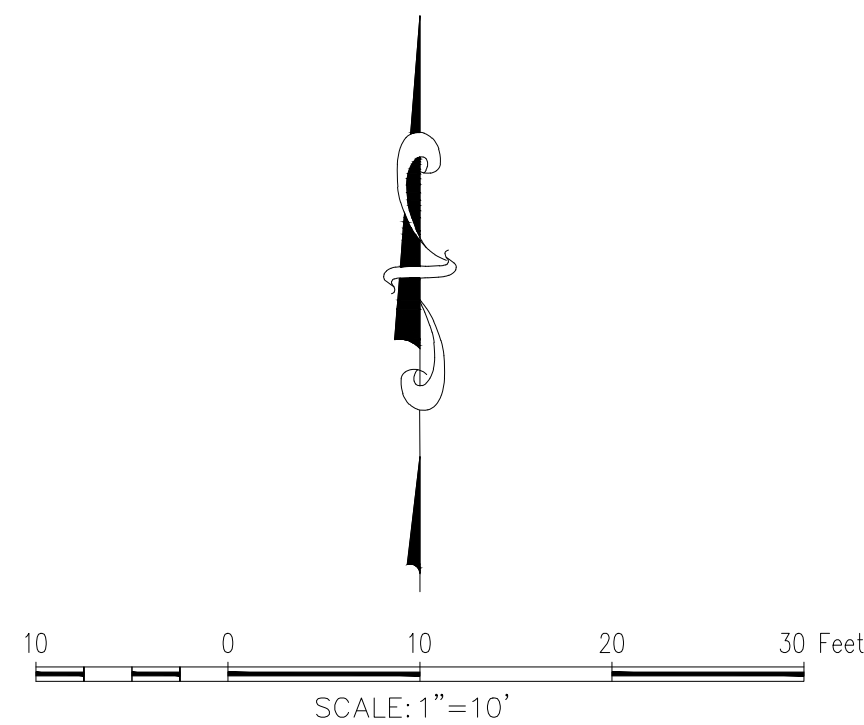
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THE JOHN R. MCADAMS
COMPANY, INC.
TBP#: 19762
JUSTIN L. LANSDOWNE,
P.E. #121990
DATE: 11/30/2022

Drawn By: SDP
Date: 11/08/2022
Scale: 1" = 40'
Revisions:

SPEC22254

C3.02

HENRIETTA CREEK BUSINESS PARK

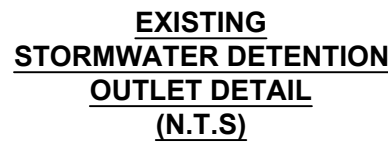


BEARINGS BASED TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202),
NAD '83. COORDINATES ARE SHOWN AS LOCAL SURFACE COORDINATES,
SCALE FACTOR TO GRID IS = 0.99985097884

1. THE AS-BUILT STORMWATER DETENTION VOLUME IS 38,600 CF, WHICH IS 4,910 CF MORE THAN THE REQUIRED VOLUME OF 33,690 CF.

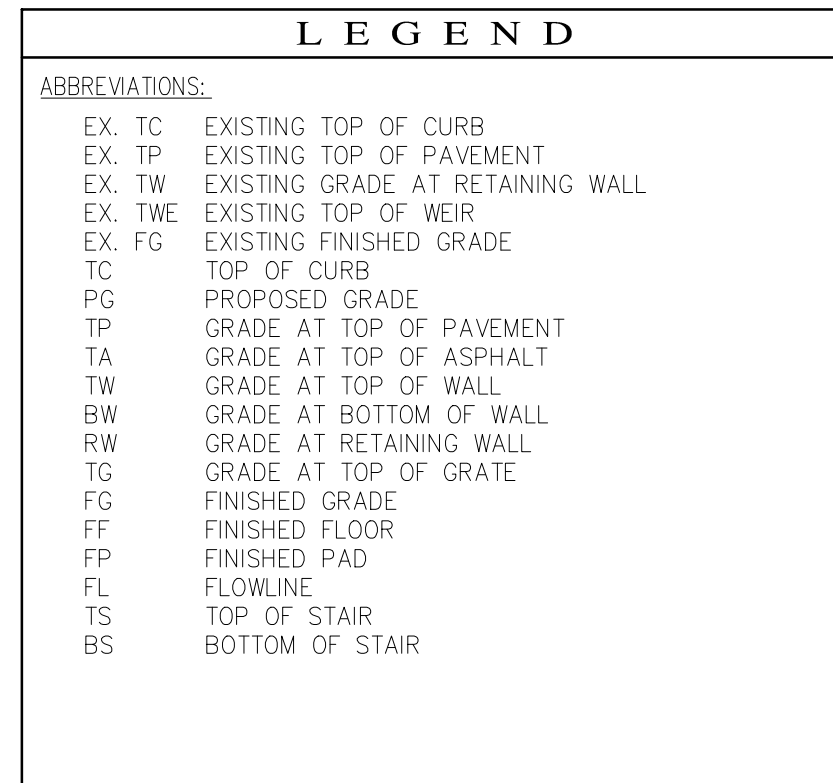
POND VOLUME CALCULATIONS										
STORM EVENT	Undeveloped		Developed			Pass Through	Allowable Flow	STORAGE VOLUME		
	I	Q _{UD}	I	Q _{Dev}	Q _{BYPASS}	Q _{PT}	Q _{Allow}	REQUIRED	REQUIRED	REQUIRED
	IN/HR	CFS	IN/HR	CFS	CFS	CFS	CFS	AC-FT	CF	CY
2	3.90	5.4	4.71	19.5	0.1	0.0	5.3	0.318	13,860	513
5	4.85	6.7	5.75	23.8	0.2	0.0	6.5	0.430	18,760	694
10	5.50	7.6	6.50	26.8	0.2	0.0	7.4	0.494	21,540	798
25	6.41	8.9	7.55	31.2	0.2	0.0	8.7	0.591	26,740	953
50	7.14	9.9	8.36	34.5	0.2	0.0	9.7	0.681	29,670	1099
100	7.91	11.0	9.24	38.2	0.3	0.0	10.7	0.773	33,690	1248

1. $Q = C \cdot I \cdot A$
2. $Q_{\text{Allow}} = Q_{\text{UD}} - Q_{\text{BP}} + Q_{\text{PT}}$



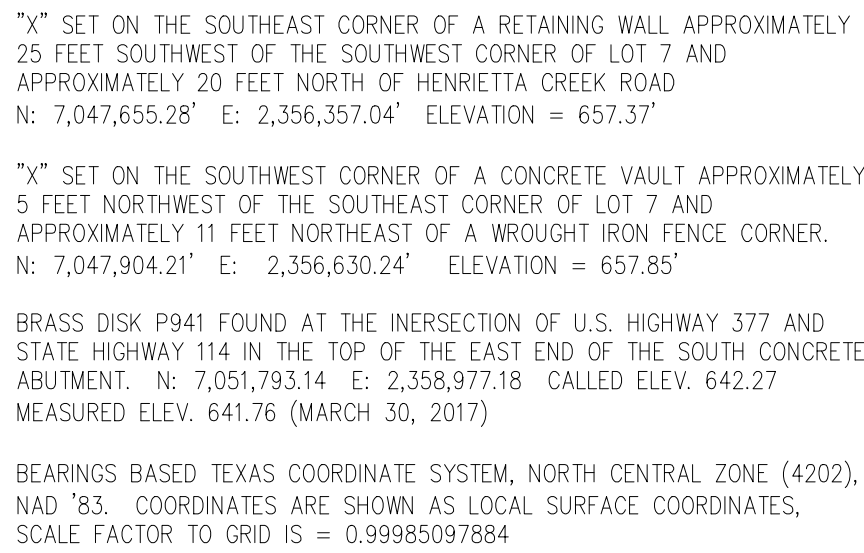
C3.03





C3.05

HENRIETTA CREEK BUSINESS PARK



McADAMS

HENRIETTA CREEK BUSINESS PARK

HENRIETTA CREEK BUSINESS

PARK

Lot 7, Block 1 (1.5651 ACRES)

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

UTILITY PROFILES

PRELIMINARY PLANS

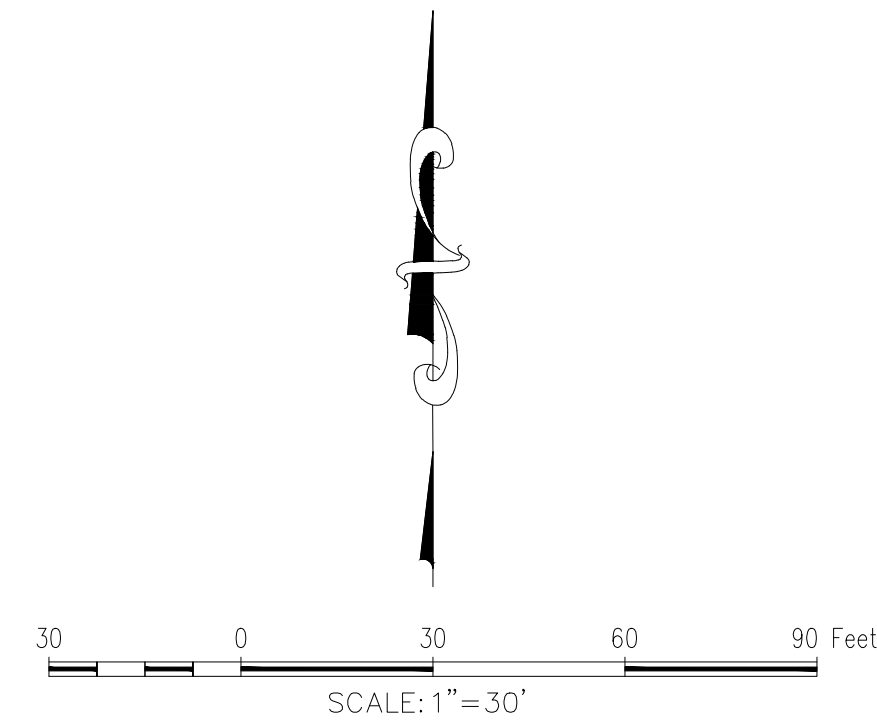
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Scale: 1"=30'
Revisions:

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C4.02

OWNER/DEVELOPER
JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 335-5585
Contact: JOHN KUELBS



"X" SET ON THE SOUTHEAST CORNER OF A RETAINING WALL APPROXIMATELY 25 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF LOT 7 AND APPROXIMATELY 20 FEET NORTH OF HENRIETTA CREEK ROAD. N: 7,047,655.28' E: 2,356,357.04' ELEVATION = 657.37'

"Y" SET ON THE SOUTHWEST CORNER OF A CONCRETE WALL APPROXIMATELY 5 FEET NORTHWEST OF THE SOUTHWEST CORNER OF LOT 7 AND APPROXIMATELY 11 FEET NORTHEAST OF A WROUGHT IRON FENCE CORNER. N: 7,047,904.21' E: 2,356,630.24' ELEVATION = 657.85'

BRASS DISK P941 FOUND AT THE INTERSECTION OF U.S. HIGHWAY 377 AND STATE HIGHWAY 114 IN THE TOP OF THE EAST END OF THE SOUTH CONCRETE ABUTMENT. N: 7,051,793.14' E: 2,358,977.18' CALLED ELEV. 642.27'

MEASURED ELEV. 641.76 (MARCH 30, 2017)

BEARINGS BASED TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), SCALE '83. COORDINATES ARE SHOWN AS LOCAL SURFACE COORDINATES, NAD 1983 TO GRID IS = 0.999895097884

BEARINGS BASED TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202),
NAD '83. COORDINATES ARE SHOWN AS LOCAL SURFACE COORDINATES,
SCALE FACTOR TO GRID IS = 0.99985097884

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012

FBPE: 19762 TBPUS: 10194440
www.mcadamsco.com



**HENRIETTA CREEK BUSINESS
PARK**

Lot 7, Block 1 (15651 ACRES)
in the
D.O. HOOVER SURVEY, ABSTRACT NO. 603
CITY OF ROANOKE
DENTON COUNTY, TEXAS

EROSION CONTROL PLAN

PRELIMINARY PLANS

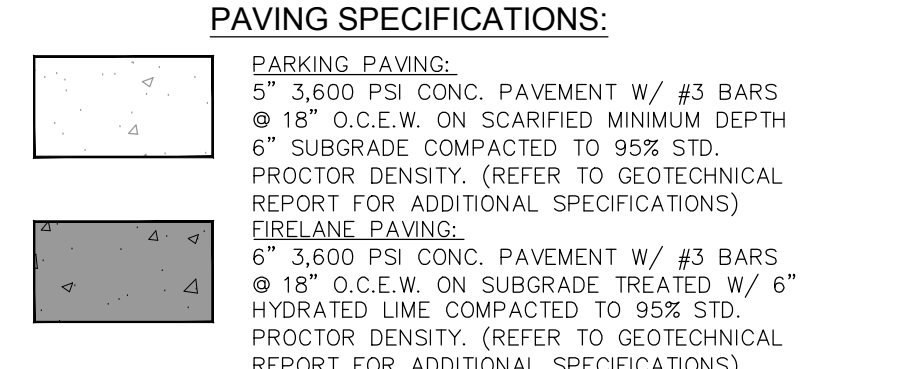
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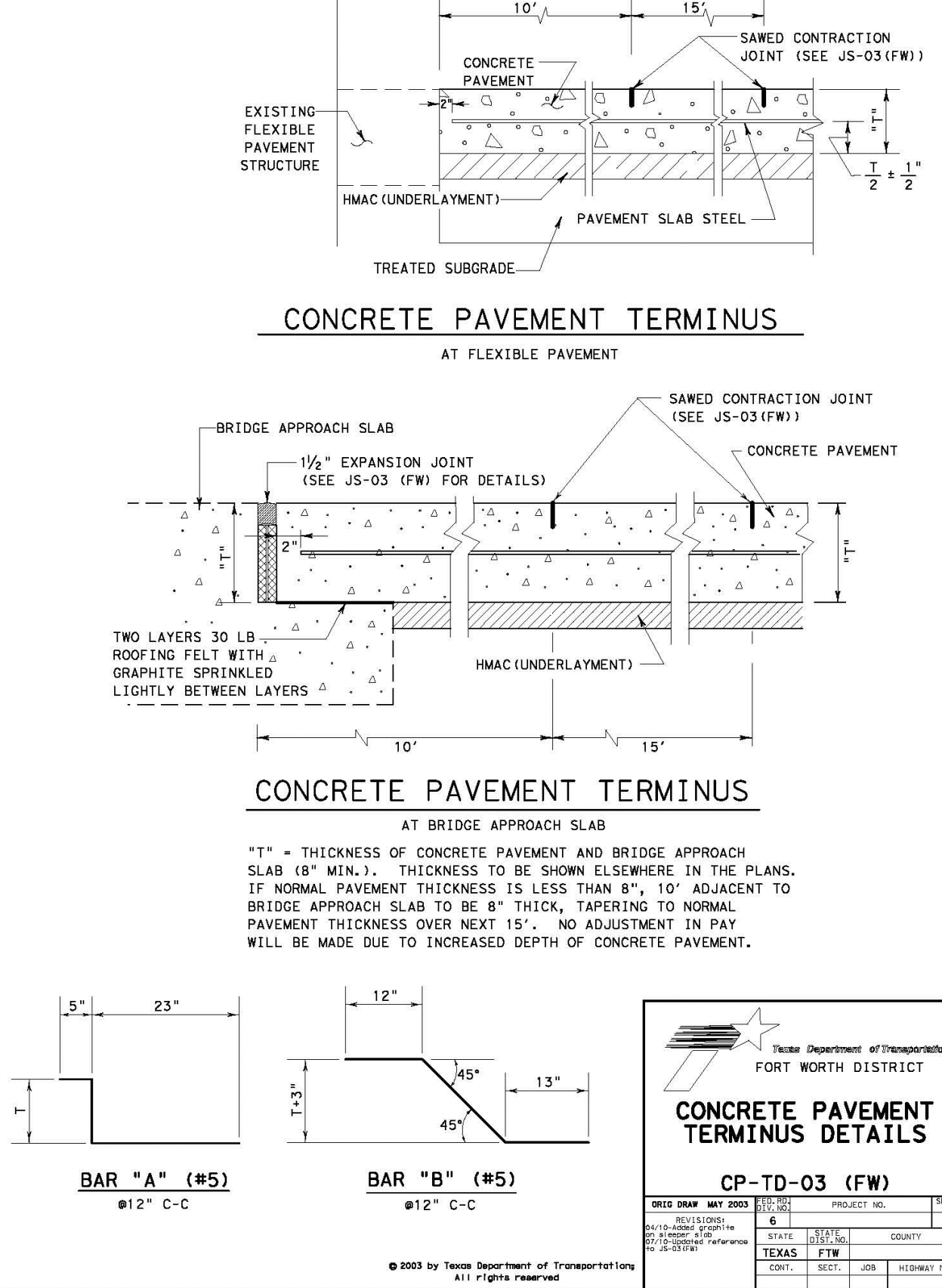
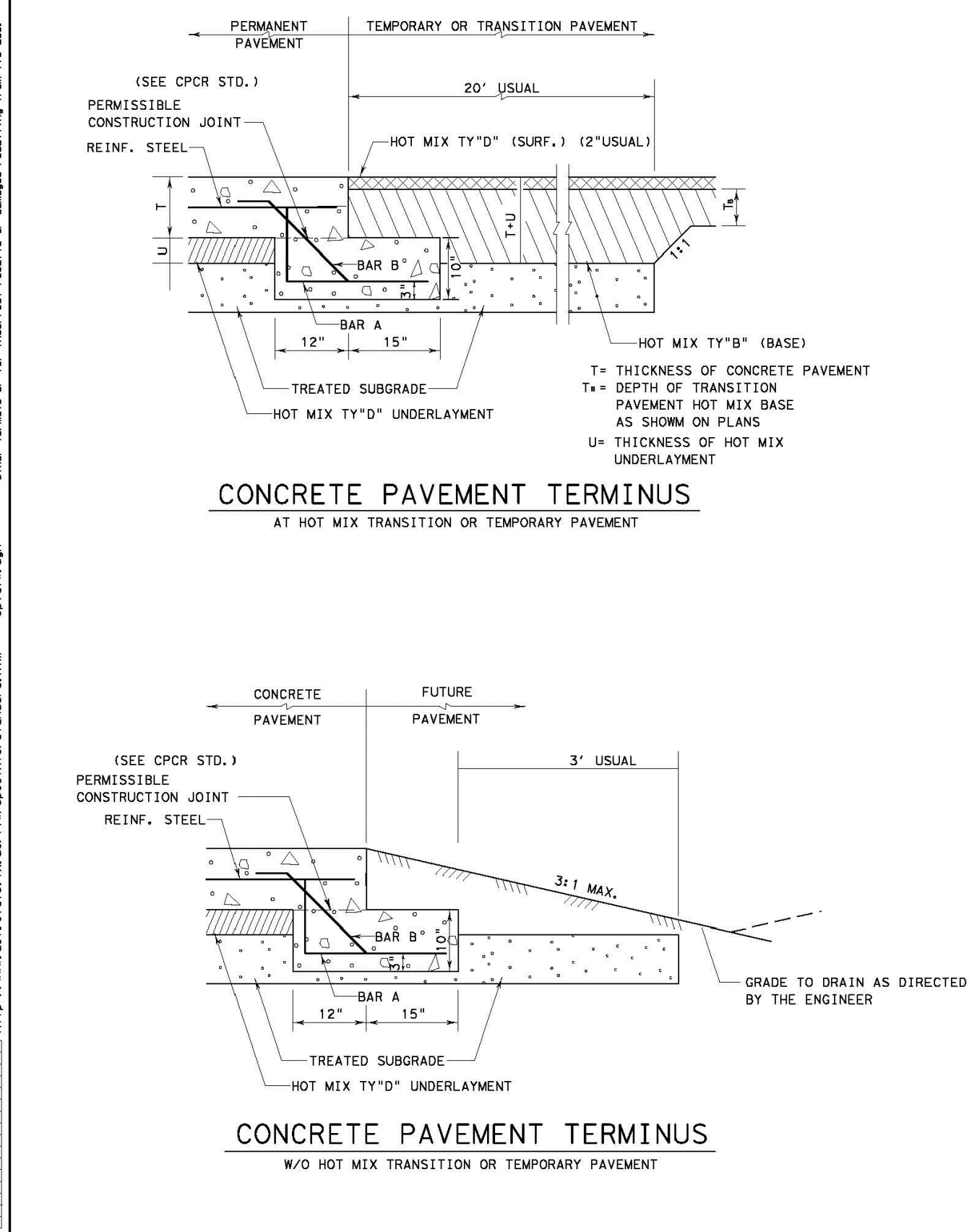
OWNER/DEVELOPER
JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 335-5585
Contact: JOHN KUELBS



C7.01

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JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 335-5585
Contact: JOHN KUELBS

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DATE	REVISION	BY	CHKD	APP'D
01/14/2014	1	JKL	JKL	JKL

PAVEMENT DETAILS

GENERAL:

- All construction shall be in accordance with the following specifications as indicated in the plans:
- Standard Specifications of the City of Roanoke
- Standard Specifications for Public Works Construction - North Central Texas" herein referred to as "NCTCOG" specifications.
- Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" by the Texas Department of Transportation (TxDOT).

LIME STABILIZED SUBGRADE:

The provisions of TxDOT Item 260 "Lime Treatment (Road-Mixed)" shall apply except as modified below:

- Refer to the geotechnical engineering report for Oak Street prepared by CMJ Engineering, Inc., dated September 2007 for the lime stabilization information for the lime content, optimum moisture content, depth of lime and compaction. The geotechnical report is located in the Oak Street Reconstruction Specifications and Contract Documents.
- Mix and compact lime, water, and sub-grade in the roadway (Road-Mixed).
- Lime shall be applied by slurry placement.
- The lime stabilization shall extend a minimum of 1-ft beyond the edge of pavement.

CONCRETE PAVEMENT:

The provisions of TxDOT Item 360 "Concrete Pavement" shall apply except as modified below:

- Concrete for all paving and curbs within the Right-of-Way shall be Class "P" concrete design to meet a minimum average flexural strength of 680 psi or a minimum average compressive strength of 4,400 psi at 28 days per the provisions of TxDOT Item 421 "Hydraulic Cement Concrete".
- Fly Ash may be used per the provisions of TxDOT Item 421 "Hydraulic Cement Concrete".
- Slump requirements for pavement are defined under the provisions of TxDOT Item 421 "Hydraulic Cement Concrete".
- Joint Sealants shall be installed per Method "B". Refer to TxDOT Standard Sheet "Concrete Paving Details, Joint Sealants" (JS-94) for details and general notes.
- Joint Sealants shall be a grey color that matches the pavement.
- Pavement Texture shall be obtained with a carpet drag as defined in 360.3.D.1, "Texturing Equipment".
- Contractor shall provide a paving and quality control plan for approval by the Design Engineer and City before beginning pavement construction operations as defined by TxDOT Item 360.4.A "Construction".
- Pavement curbs shall be poured monolithically. Concrete for monolithic curb shall be the same as the pavement and, if carried back from the paving mixer, shall be placed within 20-minutes after being mixed. Concrete may be placed from the separate mixer if desired but in any case must be placed while the pavement concrete is still plastic. After the concrete has been struck off and sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden flat. The exposed edges shall be rounded by the use of an edging tool to the radius indicated on the plans. When the concrete in the curb has been sufficiently set, the inside form shall be carefully removed and the surface may be plaster with a mortar consisting of one part of Portland cement and two parts fine aggregate. The mortar shall be applied with a template or "mule" made to conform to curb dimensions. All exposed surfaces of curb shall be brushed to a smooth and uniform surface.
- Expansion joints shall be used in all block-outs for driveways, inlets, manholes water valves, as indicated in the pavement details.
- Refer to TxDOT Standard Concrete Paving Detail "Joint Seals" (JS-94) for saw joint depth and sealant requirements.
- The concrete saw must be stationed on the job-site prior to placing the pavements. All joints shall be sawed within an eighteen (18) hour period from the time of the pour.
- The Contractor shall submit a Jointing Plan, for review by the Design Engineer and City, prior to placing. Refer to "Typical Jointing Layout" Sheet PD-3 in the Pavement Details and TxDOT Standard Concrete Paving Detail "Contraction Design T-8 through T-15 Inches" (CPCD-94) for spacing requirements.

ASPHALT PAVEMENT:

The provisions of TxDOT Item 340 "Dense-Graded Hot-Mix Asphalt (Method)" shall apply except as modified below:

- Recycled Asphalt Pavement (RAP) is not allowed in the asphalt mixtures.
- Contractor shall provide asphalt mixture designs for approval by the Design Engineer and City before beginning pavement construction operations.
- See typical sections and paving plans for type of asphalt.

SODDING AND SEEDING:

- Parkway and adjacent disturbed areas for paving of roadways in undeveloped areas shall be seeded with Bermuda grass.
- Parkway and adjacent disturbed areas for paving of roadways in developed areas shall be block sodded with either Bermuda or St. Augustine to match the adjacent private property.
- Medians may be seeded with Bermuda grass with the placement of straw mats (the mats must not have synthetics to avoid any damage to mowing equipment).
- Refer to Table 202.6.3 (a) "Seeding Turfgrass" under NCTCOG Item 202.6 for planning season, seed, and rate.
- All sodding and seeding will be placed on four-inches of topsoil.
- The Contractor is responsible for maintenance, including mowing and watering until vegetation is established.

TESTING:

- The City is responsible for all material testing. All reports shall be provided to the Contractor, Engineer, and City within 48 hours.
- Refer to the provisions of TxDOT Item 421.4.G "Sampling and Testing of Concrete".

PRELIMINARY PLANS

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Drawn By: SDP
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Revisions:

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STANDARD CONSTRUCTION DETAILS

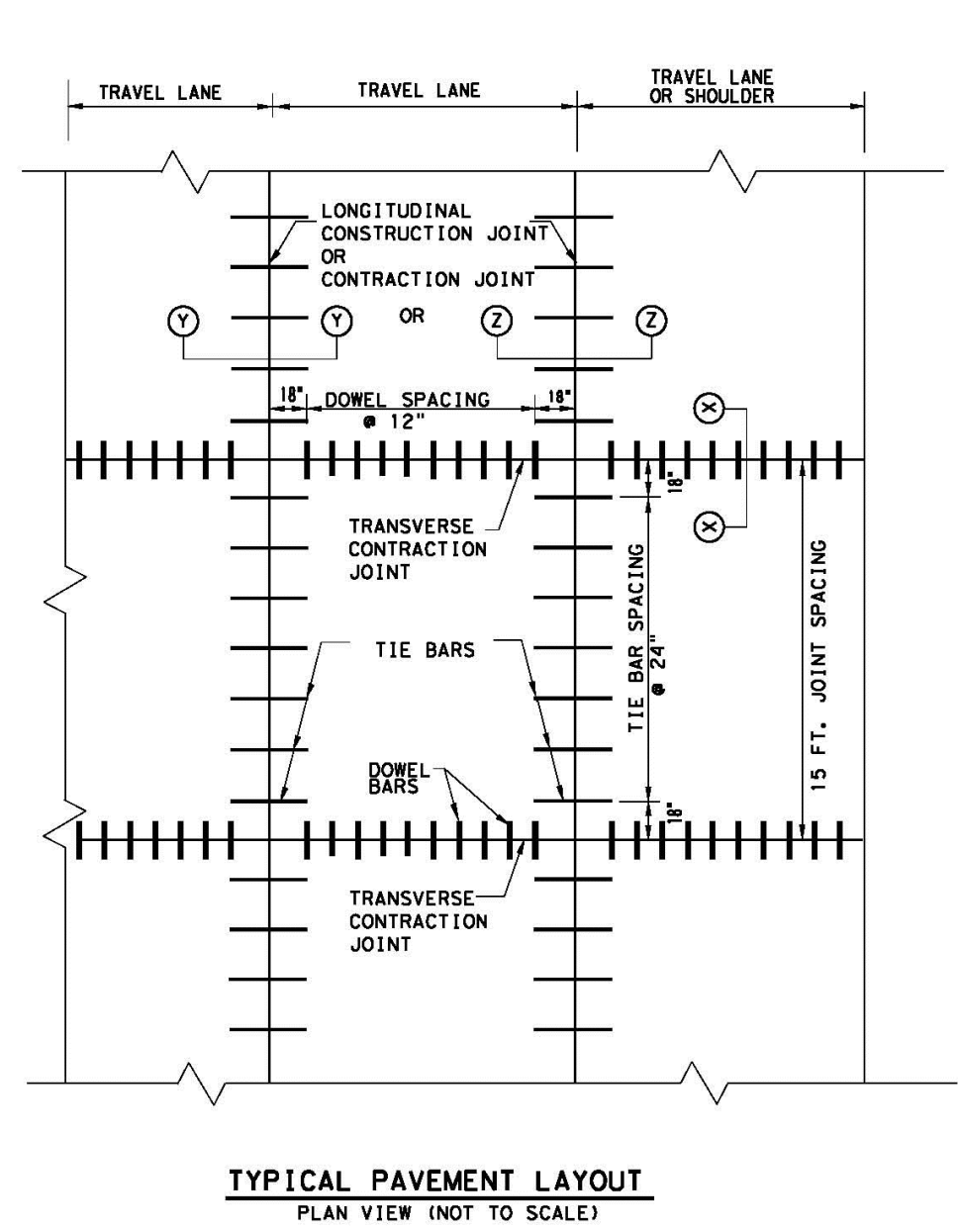
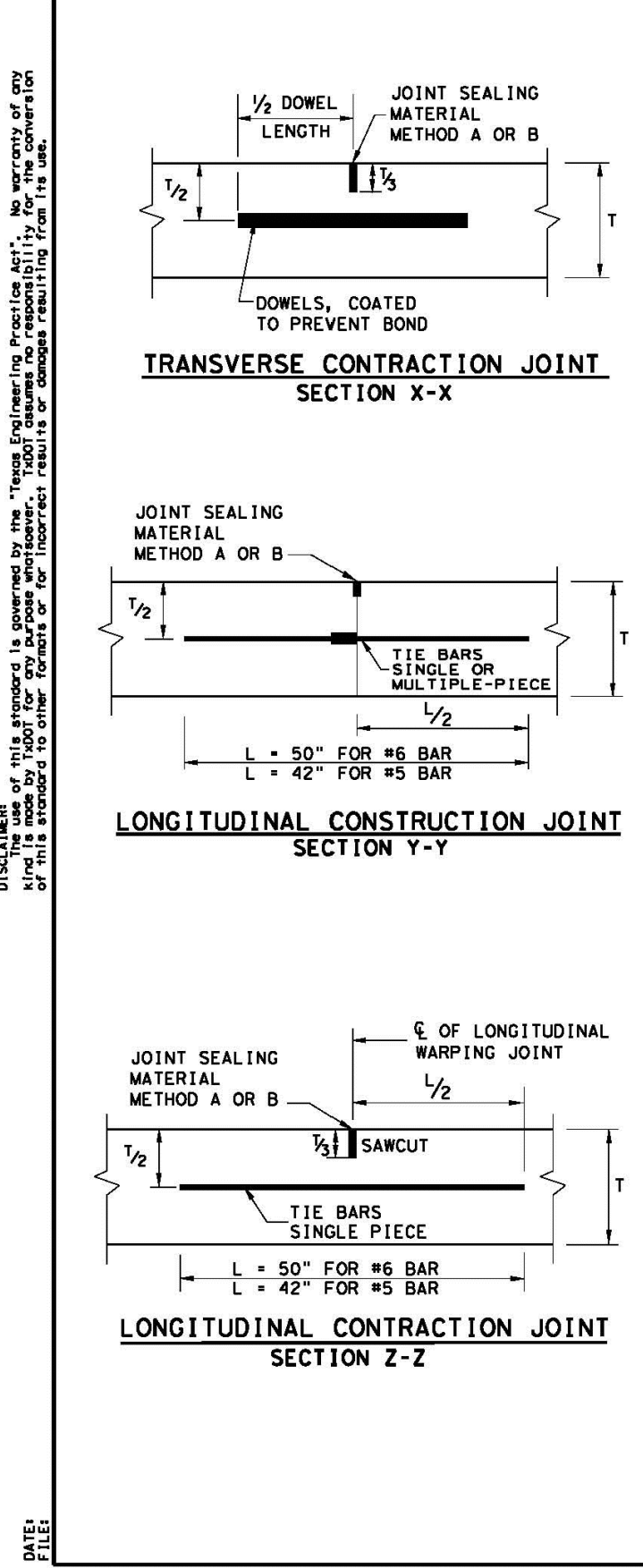
HENRIETTA CREEK BUSINESS PARK

Lot 7, Block 1 (15661 ACRES) in the D.O. HOOVER SURVEY, ABSTRACT NO. 603 CITY OF ROANOKE, TEXAS DENTON COUNTY, TEXAS



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111 Hillside Drive
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817.436.8712
jrm@mcadamsco.com
www.mcadamsco.com

HENRIETTA CREEK BUSINESS PARK



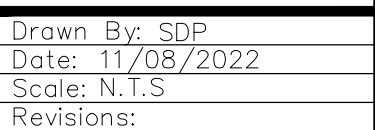
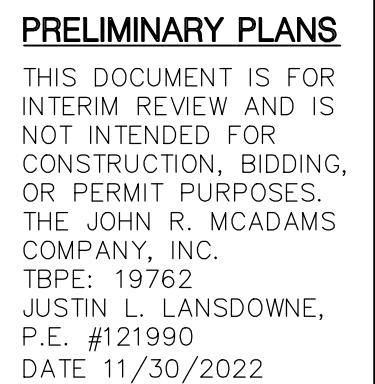
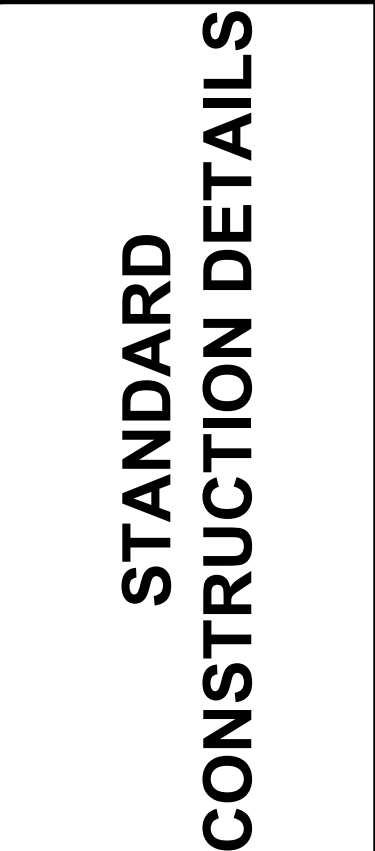
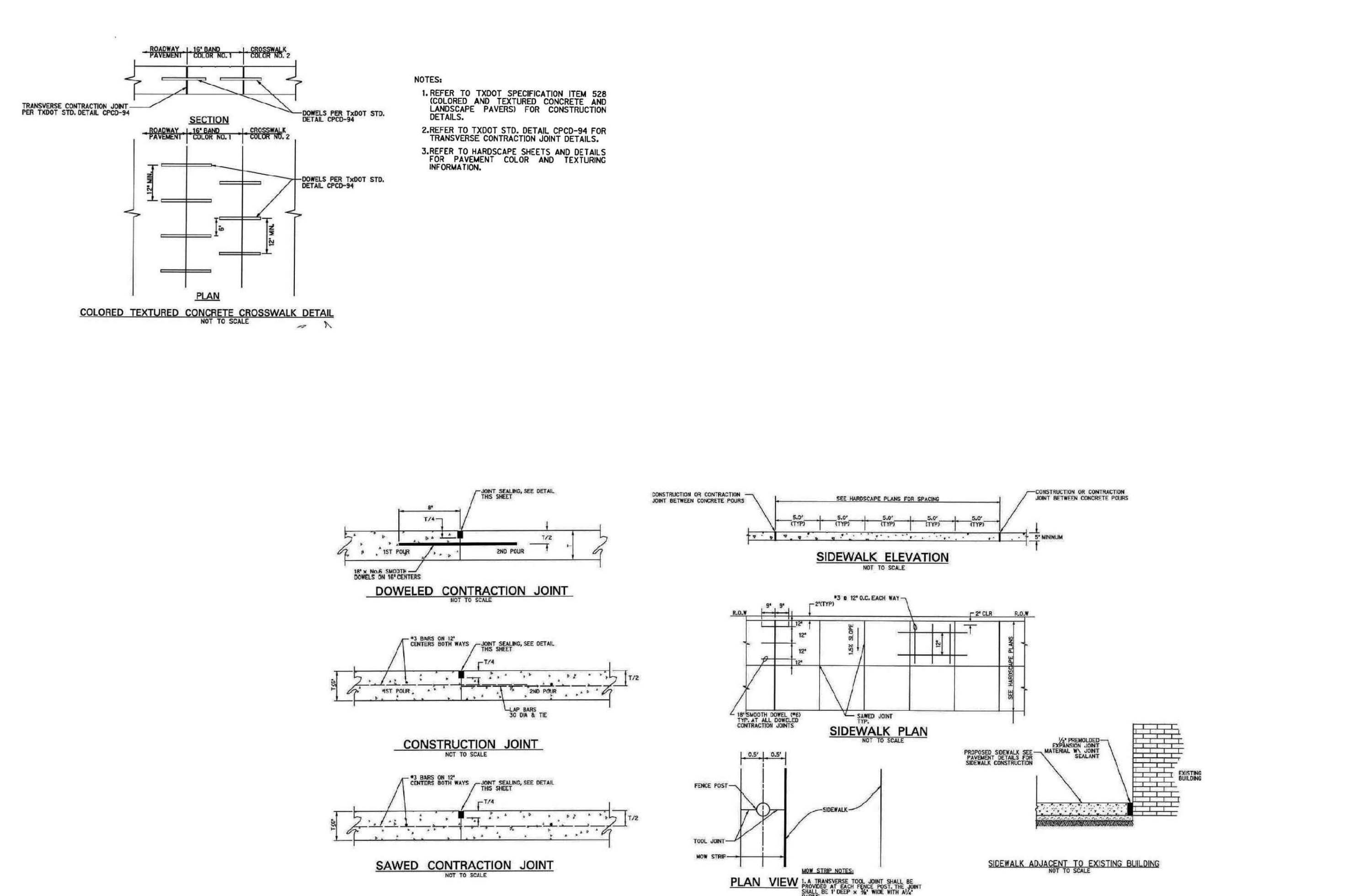
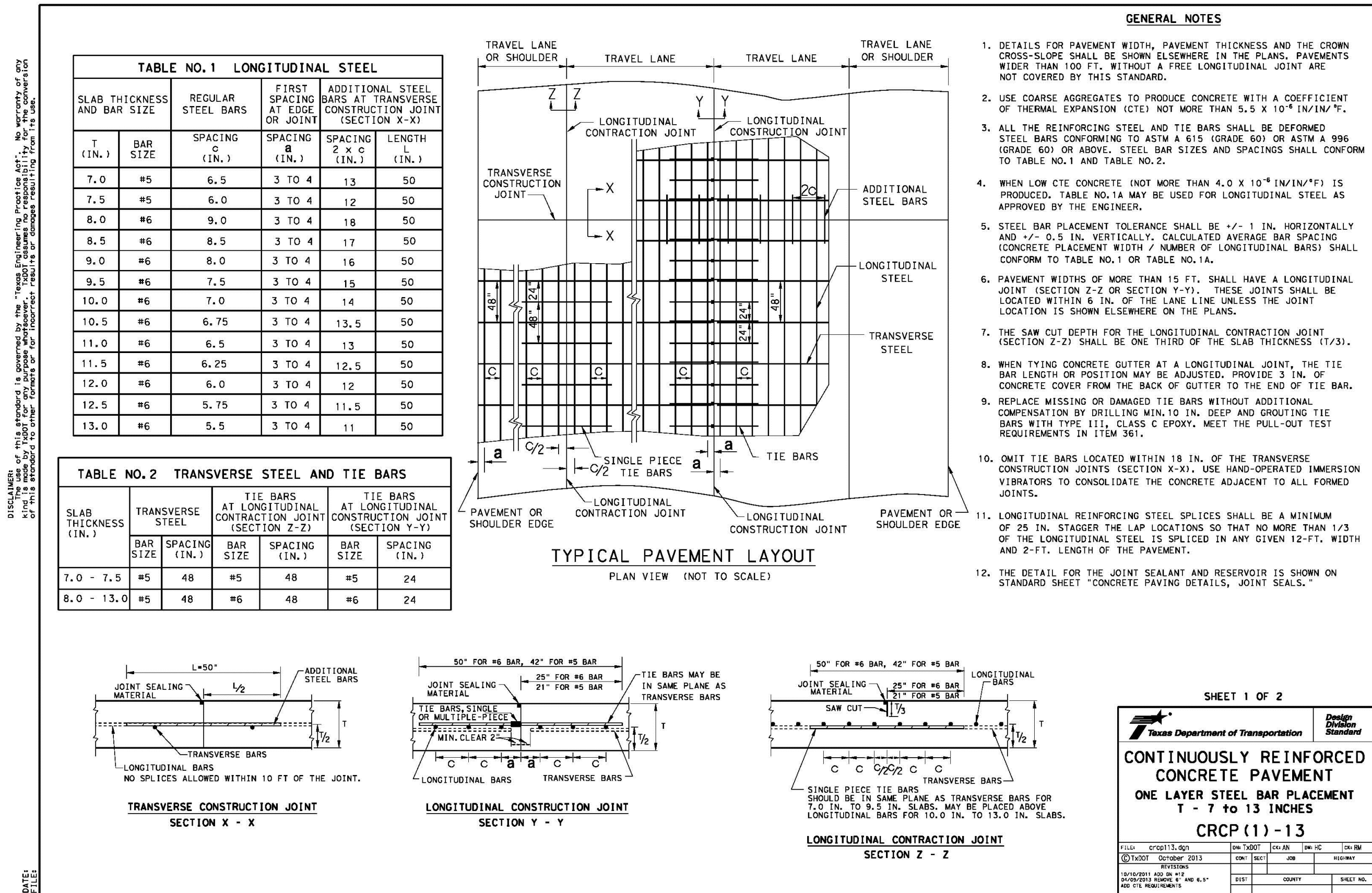
SLAB THICKNESS (IN.)	BAR DIA. AND LENGTH	AVERAGE SPACING (IN.)
6 to 7.5	1" x 18"	12
8 to 10	1 1/4" x 18"	12
> 10.5	1 1/2" x 18"	12

SLAB THICKNESS (IN.)	BAR SIZE	AVERAGE SPACING (IN.)
6 to 7.5	#5	24
> 8	#6	24

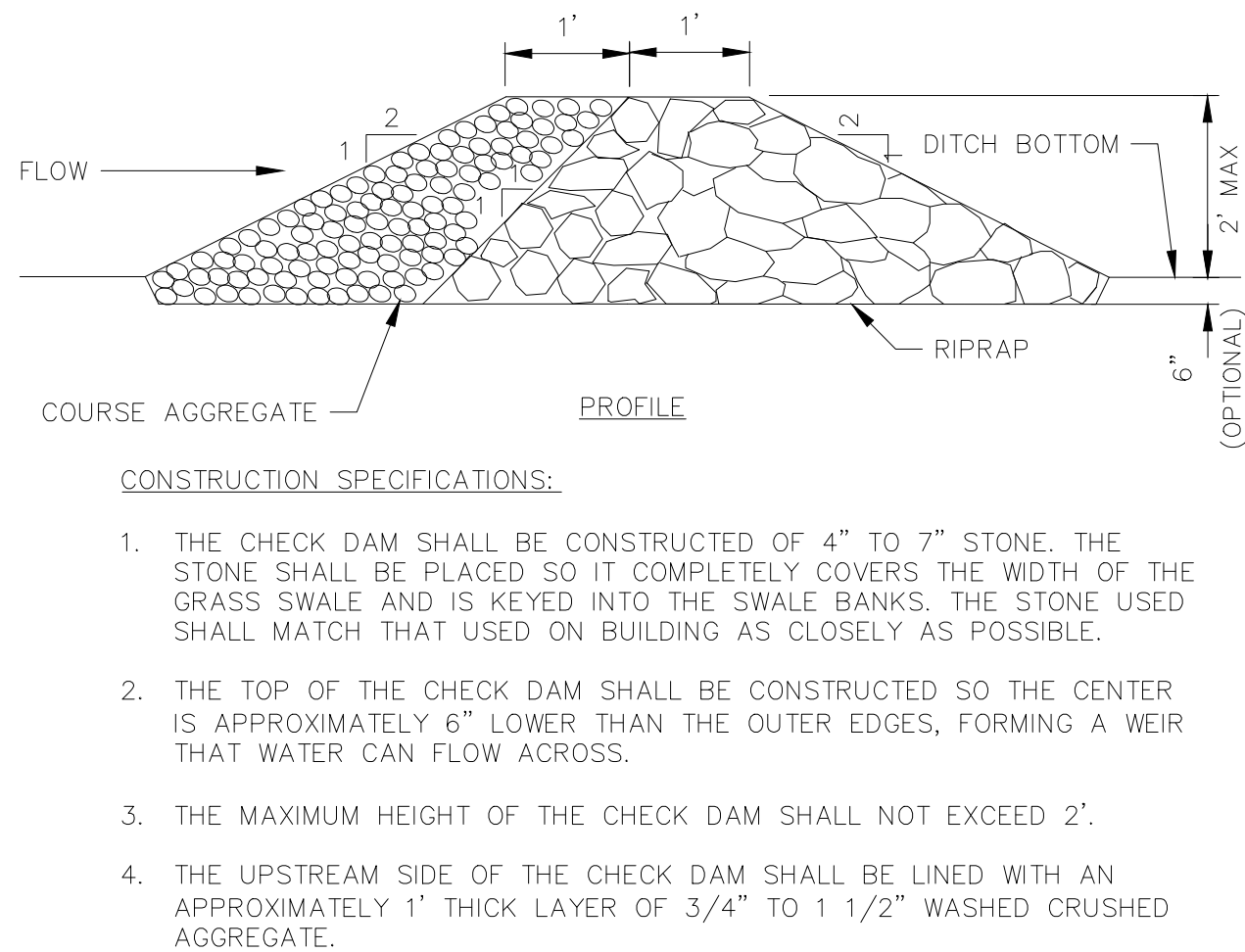
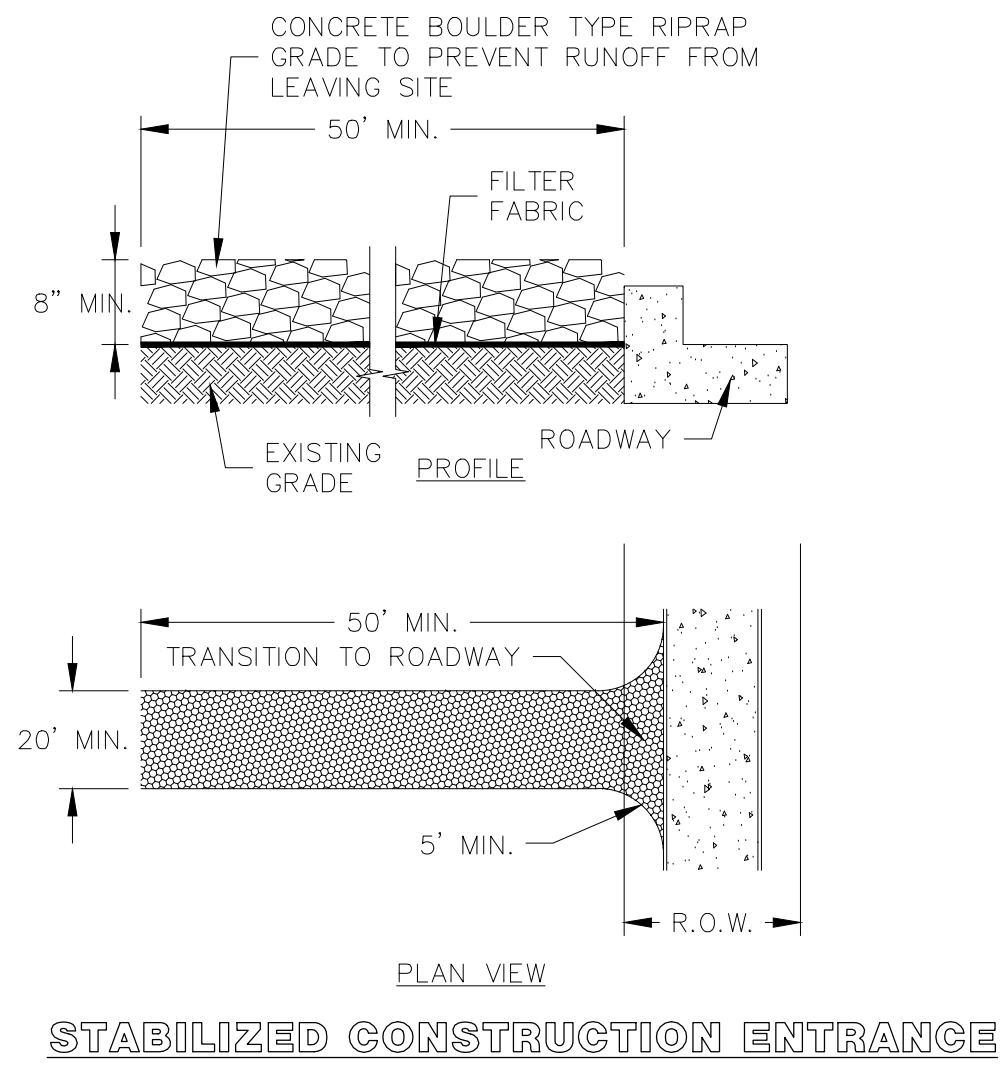
GENERAL NOTES

- DETAILS FOR PAVEMENT WIDTH, PAVEMENT THICKNESS AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS. PAVEMENTS WIDER THAN 100 FT. WITHOUT A FREE LONGITUDINAL JOINT ARE NOT COVERED BY THIS STANDARD.
- FOR FURTHER INFORMATION REGARDING THE PLACEMENT OF CONCRETE AND LOAD TRANSFER DEVICES REFER TO THE GOVERNING SPECIFICATION FOR "CONCRETE PAVEMENT".
- THE SPACING BETWEEN TRANSVERSE CONTRACTION JOINTS SHALL BE 15 FT. UNLESS OTHERWISE SHOWN IN THE PLANS.
- TRANSVERSE CONTRACTION JOINTS MAY BE FORMED BY USE OF METAL OR WOOD FORMS EQUAL IN DEPTH TO THE DEPTH OF PAVEMENT, OR BY METHODS APPROVED BY THE ENGINEER.
- USE HAND-OPERATED IMMERSION VIBRATORS TO CONSOLIDATE THE CONCRETE ADJACENT TO ALL THE FORMED JOINTS.
- PAVEMENT WIDTHS OF MORE THAN 15 FT. SHALL HAVE A LONGITUDINAL JOINT (SECTION Z-Z OR SECTION Y-Y). THESE JOINTS SHALL BE LOCATED WITHIN 6 IN. OF THE LANE LINE UNLESS THE JOINT LOCATION IS SHOWN ELSEWHERE ON THE PLANS.
- THE JOINT BETWEEN OUTSIDE LANE AND SHOULDER SHALL BE A LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) UNLESS OTHERWISE SHOWN IN THE PLANS. THE SAW CUT DEPTH FOR THE LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) SHALL BE ONE THIRD OF THE SLAB THICKNESS (T/3).
- WHEN TYING CONCRETE GUTTER AT A LONGITUDINAL JOINT, THE TIE BAR LENGTH OR POSITION MAY BE ADJUSTED. PROVIDE 3 IN. OF CONCRETE COVER FROM THE BACK OF GUTTER TO THE END OF TIE BAR.
- REPLACE MISSING OR DAMAGED TIE BARS WITHOUT ADDITIONAL COMPENSATION BY DRILLING MIN. 10 IN. DEEP AND GROUTING TIE BARS WITH TYPE III, CLASS C EPOXY. MEET THE PULL-OUT TEST REQUIREMENTS IN ITEM 361.
- WHEN AN MONOLITHIC CURB IS SPECIFIED, THE JOINT IN THE CURB SHALL COINCIDE WITH PAVEMENT JOINTS AND MAY BE FORMED BY ANY MEANS APPROVED BY THE ENGINEER.
- DOWEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1/4 IN. HORIZONTALLY AND VERTICALLY UNLESS OTHERWISE SPECIFIED WHERE DOWEL BAR BASKETS ARE USED, REMOVE THE SHIPPING WIRES.
- THE DETAIL FOR JOINT SEALANT AND RESERVOIR IS SHOWN ON STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."

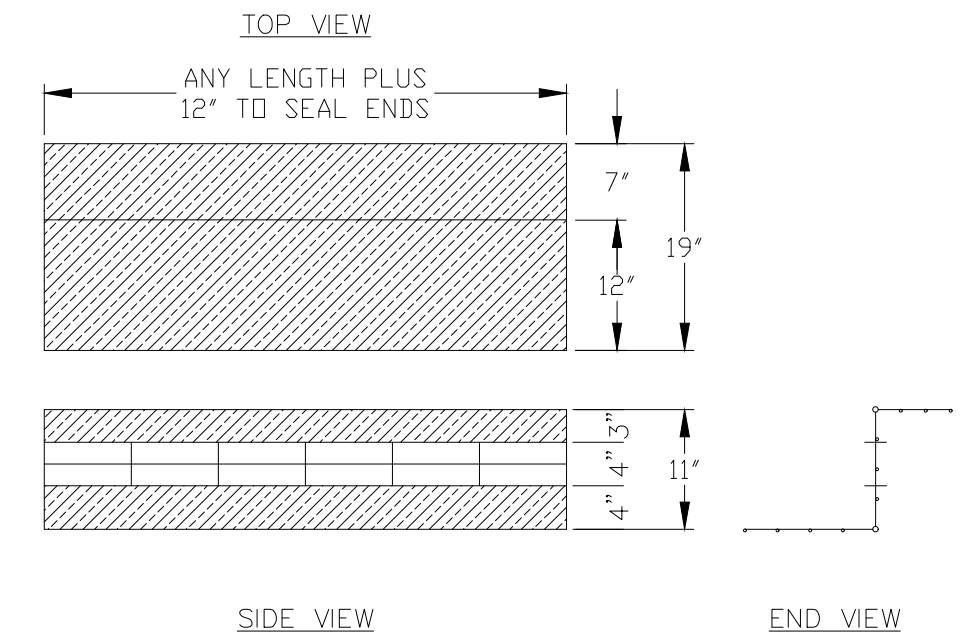
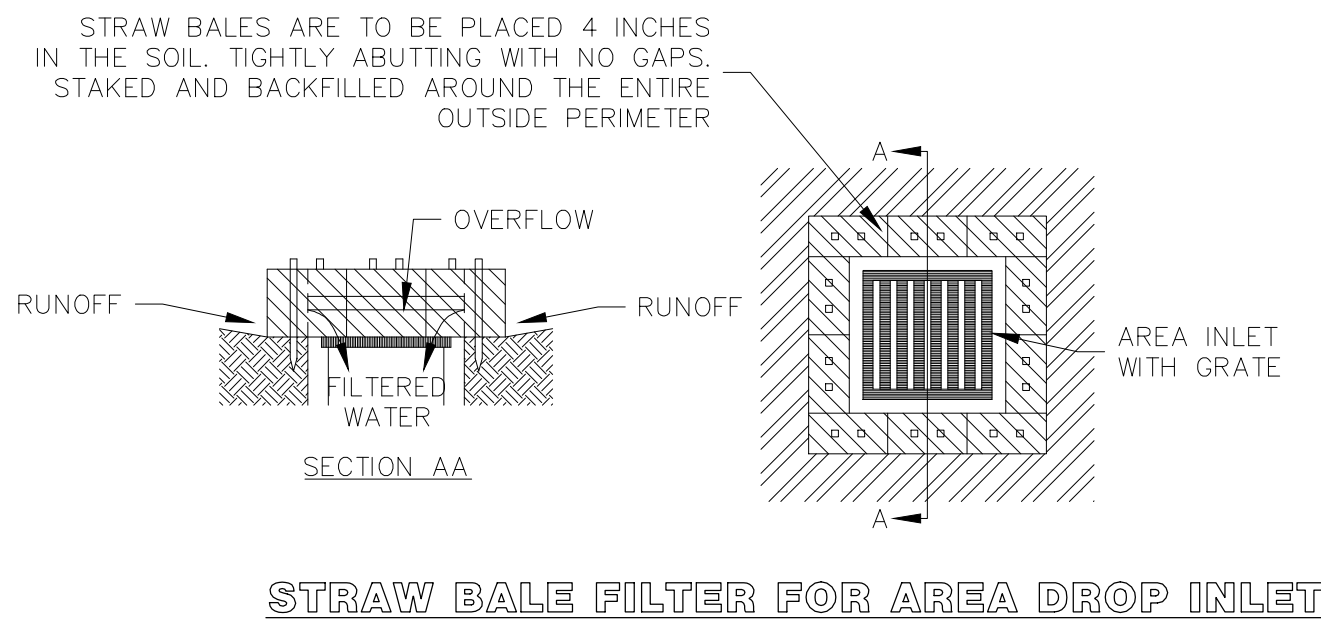
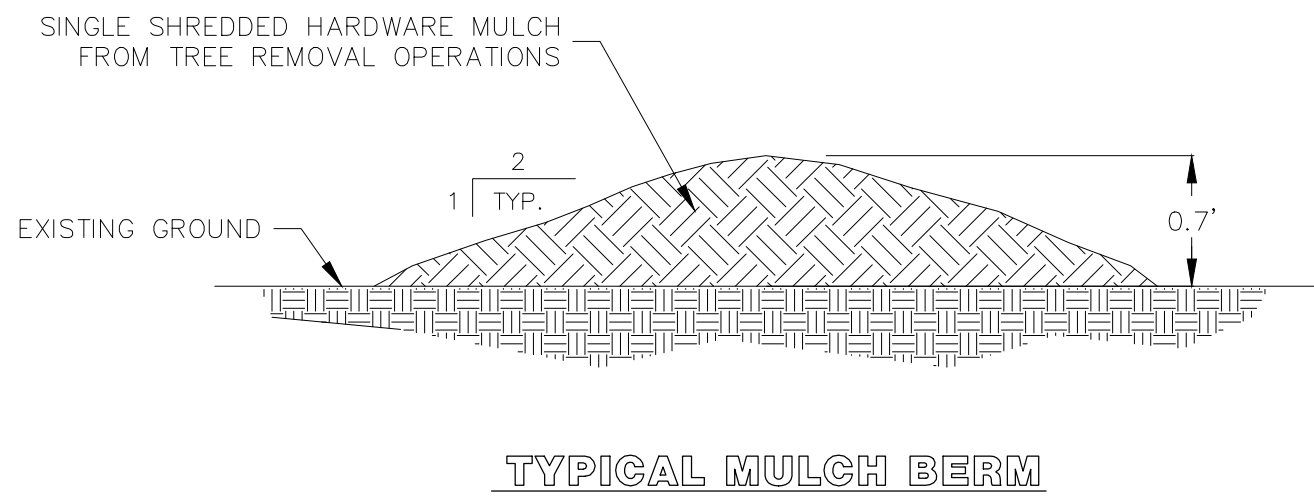
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01/14/2014	DECEMBER 2014	DECEMBER 2014	DECEMBER 2014	DECEMBER 2014



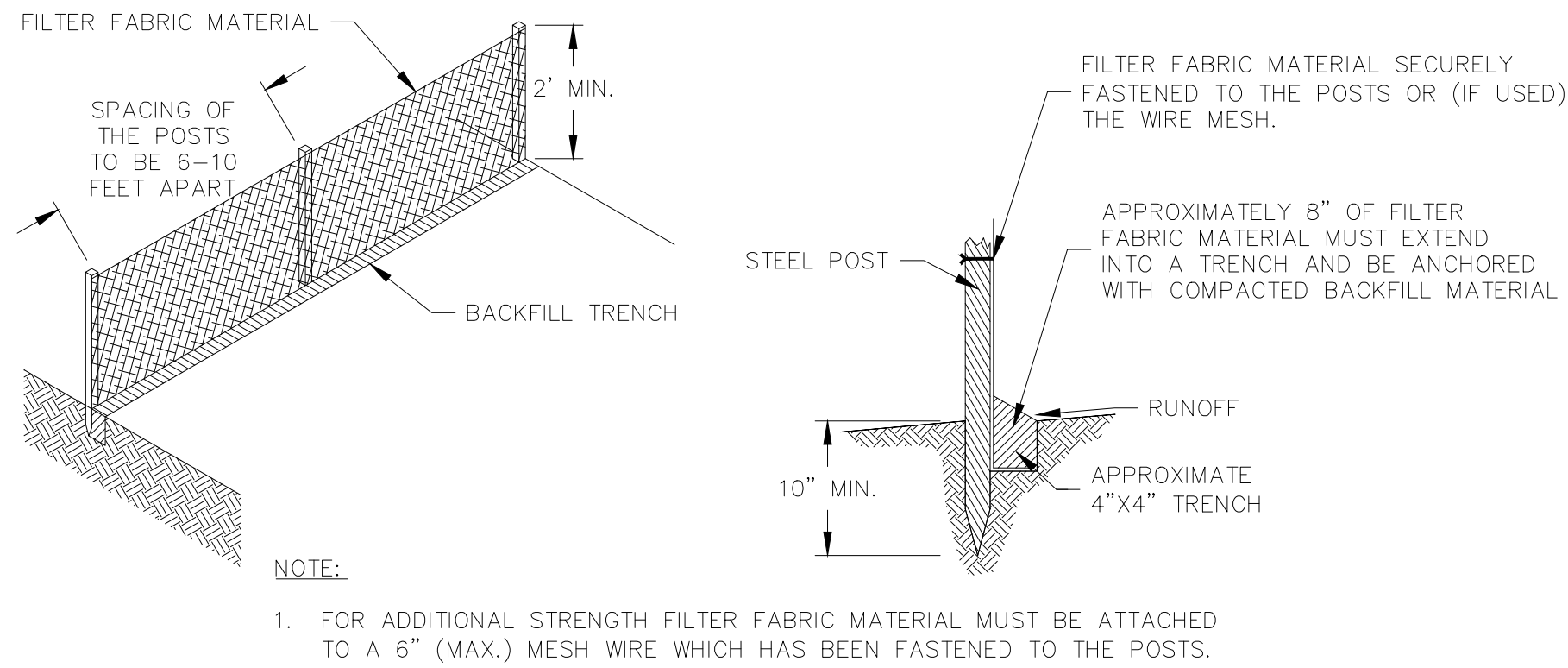
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Plan (44 - Production Engineering) (Sheet) Spec22254 - 311
Printed: 12/29/2022 12:42 PM by Justin L. Lansdowne, JLS
12/29/2022 3:15 AM by Justin L. Lansdowne, JLS



STONE CHECK DAM



- NOTE:**
1. STRUCTURE: 1/4" GALVANIZED HOG PANEL FRAME.
 2. FABRIC: GTF-400 90Z WOVEN MONOFILAMENT
 3. FABRIC SECURED WITH "J" CUPS EVERY 8" INCHES
 4. GRAVEL BAGS: UV PROTECTED FILL WITH GRAVEL OR ON SITE DIRT.
 5. GRAVEL BAG PLACEMENT: ENDS, TOP AND CENTER.
- ADVANTAGES:**
- A. EASE OF INSTALLATION
 - B. EASE OF MAINTENANCE
 - C. HINGED AT TOP AND BOTTOM TO FIT MOST CURBS
 - D. CAN BE REUSED



INSTALLING A FILTER FABRIC SILT FENCE

OWNER/DEVELOPER
JSK REAL ESTATE VENTURES LLC
PO BOX 618
ROANOKE, TEXAS 76262-9999
Ph. (214) 336-5585
Contact: JOHN KUELBS

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111 Hillside Drive
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**EROSION CONTROL
DETAILS**

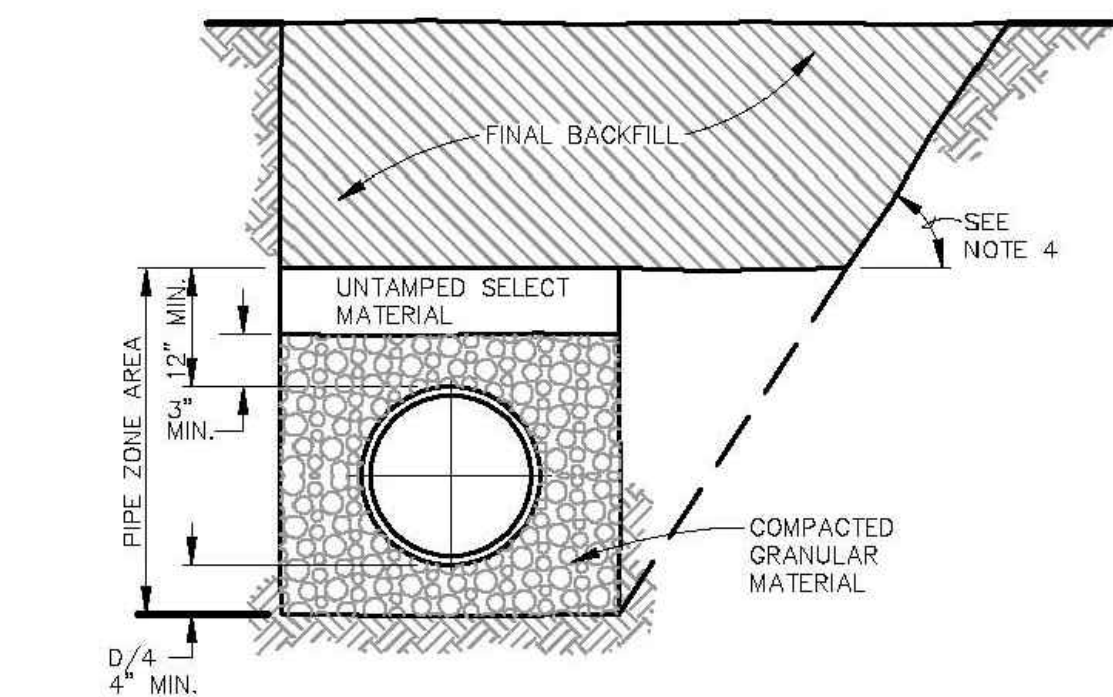
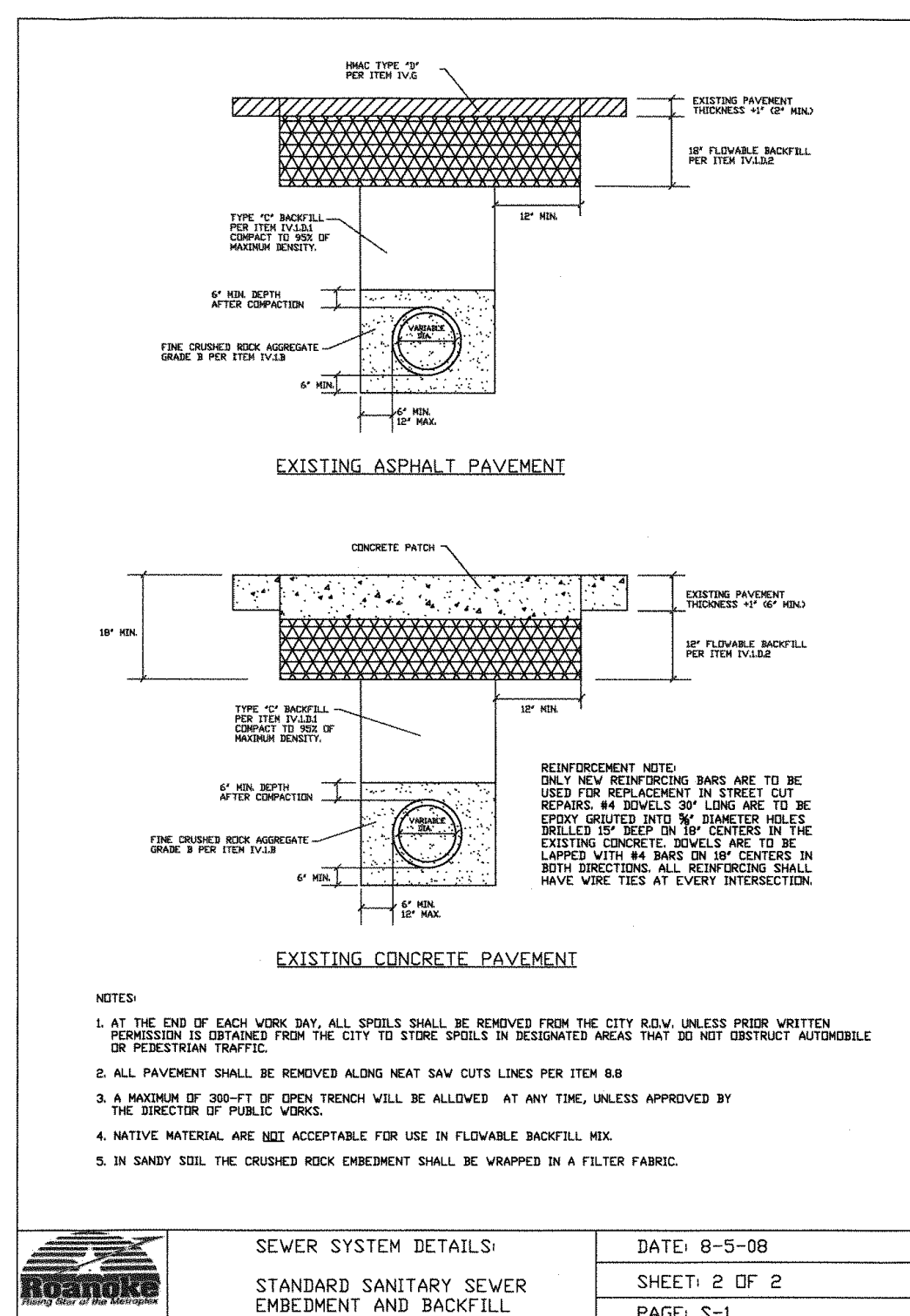
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Scale: N.T.S.
Revisions:

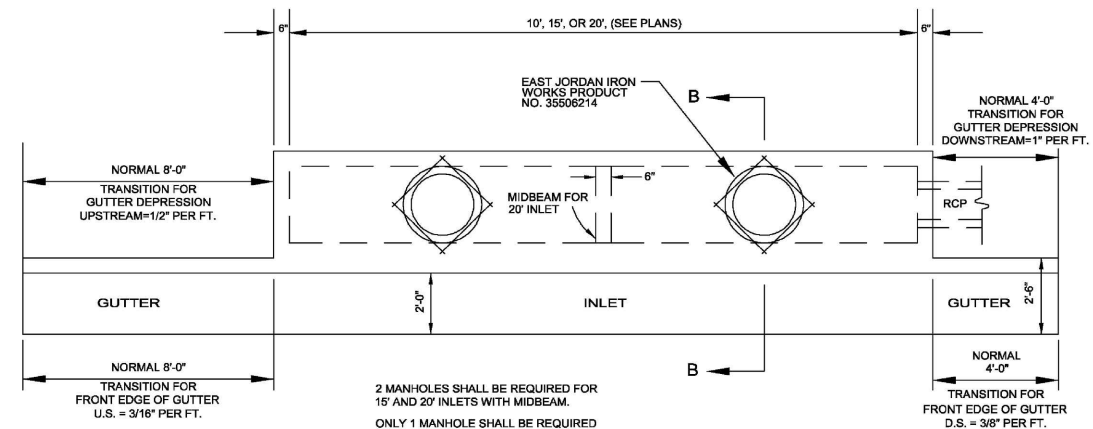
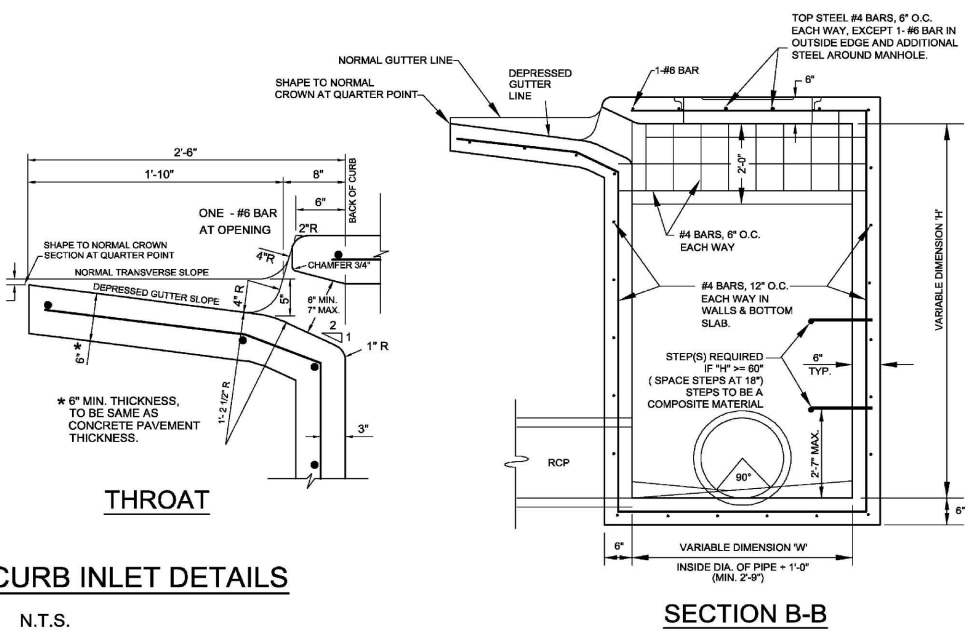
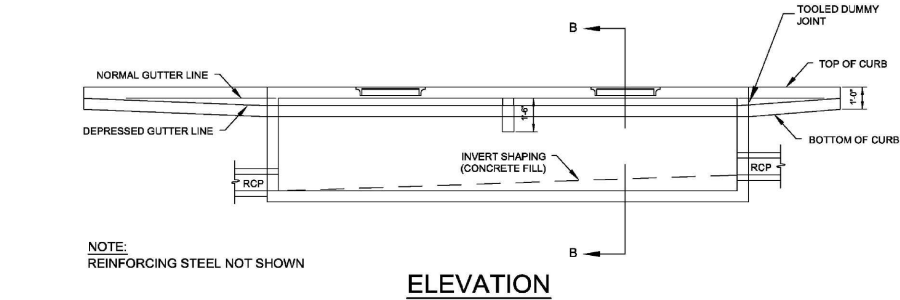
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C8.04

HENRIETTA CREEK BUSINESS PARK



1. WHERE THE MAXIMUM TRENCH WIDTH IS EXCEEDED, THE CONTRACTOR SHALL PROVIDE ADDITIONAL SUITABLE BEDDING THAT WILL ADEQUATELY RESIST THE ADDITIONAL EXTERNAL LOAD, AND THE ADDITIONAL COST SHALL BE BORNE BY THE CONTRACTOR.
2. FINAL BACKFILL SHALL BE MATERIAL EXCAVATED FROM TRENCH MECHANICALLY COMPACTED TO A DENSITY NO LESS THAN 95% (AT OR NO MORE THAN 3% ABOVE OPTIMUM MOISTURE) OF STANDARD PROCTOR (ASTM D-698).
3. THE MINIMUM AND MAXIMUM TRENCH WIDTHS SHALL BE ESTABLISHED BY HORIZONTAL MEASUREMENTS MADE AT AN ELEVATION IN THE TRENCH WHICH IS TWELVE (12) INCHES ABOVE THE TOP OF THE PIPE WHEN IT IS LAIN TO GRADE. THAT PORTION OF THE TRENCH BELOW THIS REFERENCE PLANE IS DEFINED AS THE PIPE ZONE AREA.
4. THE TRENCH WALLS IN THE PIPE ZONE AREA SHALL BE MAINTAINED VERTICAL. THE CONTRACTOR SHALL HAVE THE OPTION OF MAKING THE TRENCH WALLS ABOVE THE PIPE ZONE EITHER VERTICAL OR SLOPED, BUT IT SHALL BE HIS FULL RESPONSIBILITY TO PROVIDE ALL SHORING NECESSARY TO STAY WITHIN THE EASEMENT PROVIDED OR SECURE ADEQUATE WORKING ROOM IF HE ELECTS TO SLOPE THE TRENCH WALLS OUTSIDE THE EASEMENT PROVIDED. ALL IN ACCORDANCE WITH THE APPLICABLE FEDERAL OCCUPATIONAL SAFETY AND HEALTH STANDARDS.



STANDARD CURB INLET PLAN

1. ALL CONCRETE SHALL BE CLASS "A" (8 BAGS OF CEMENT PER YD.) AND A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3000 PSI). ALL EXPOSED CORNERS SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE NOTED. SIDEWALKS
2. ALL REINFORCING STEEL SHALL BE 60,000 PSI YIELD STRENGTH. 12" ON 12" CENTERS EACH WAY FOR GUTTER, BOTTOM SLOP, ENDS, AND FRONT AND BACK WALLS, AND 10 BARS ON 8" CENTERS EACH WAY FOR TOP SLOP - 12" BETWEEN INLETS AND EXTENSIONS. ADDITIONAL REINFORCEMENT SHALL BE PROVIDED AS REQUIRED BY THE DESIGN ENGINEER.
3. ALL REINFORCING STEEL SHALL BE OPEN HEAVY NEWBUILT STEEL OF INTERMEDIATE OR HARD GRADE CONFORMING TO ASTM A-15. DEFORMATIONS SHALL CONFORM TO ASTM A-15.
4. ALL REINFORCING STEEL SHALL HAVE A MINIMUM COVER OF 2" - 6" OF EXISTING CURB AND GUTTER UPSIDE AND 4" OF EXISTING CURB AND GUTTER DOWNSIDE.
5. ALL REINFORCING STEEL SHALL BE PLACED WITH EACH FOOTING. ALL DIMENSIONS RELATING TO REINFORCING STEEL ARE TO THE CENTER OF BARS.
6. ALL BACKFILL SHALL BE PERFORMED BY MECHANICAL TAMPING
7. PRECAST INLETS MUST BE INSTALLED WITH THE CITY OF APPROVAL.
8. ALL STORM SEWER MUST BE VIDEO INSPECTED BY CONTRACTOR. CONTRACTOR SHALL FURNISH THE CITY WITH DVD FOR APPROVAL PRIOR TO ACCEPTANCE.
9. ALL STORM DRAIN STRUCTURES 36" DEEP OR DEEPER MUST HAVE FIBERGLASS SLATS INSTALLED.

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 75262
940.240.1012

TBPE: 10762 TBPLS: 10194440
www.mcadamsco.com



McADAMS

HENRIETTA CREEK BUSINESS

PARK

Lot 7, Block 1 (1.5651 ACRES)
in the
D.O. HOOVER SURVEY, ABSTRACT NO. 603
CITY OF ROANOKE
DENTON COUNTY, TEXAS

STANDARD SEWER & STORM DETAILS

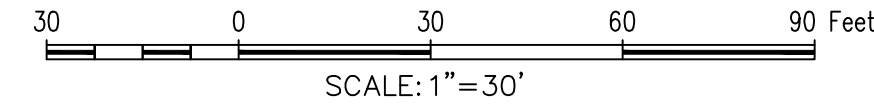
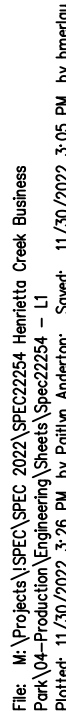
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THE JOHN R. MCADAMS
COMPANY, INC.
TBPE: 19762
JUSTIN L. LANSLOWNE,
P.E. #121990
DATE 11/30/2022

Drawn By: SDP
Date: 11/08/2022
Scale: N.T.S
Revisions:

SPEC22254

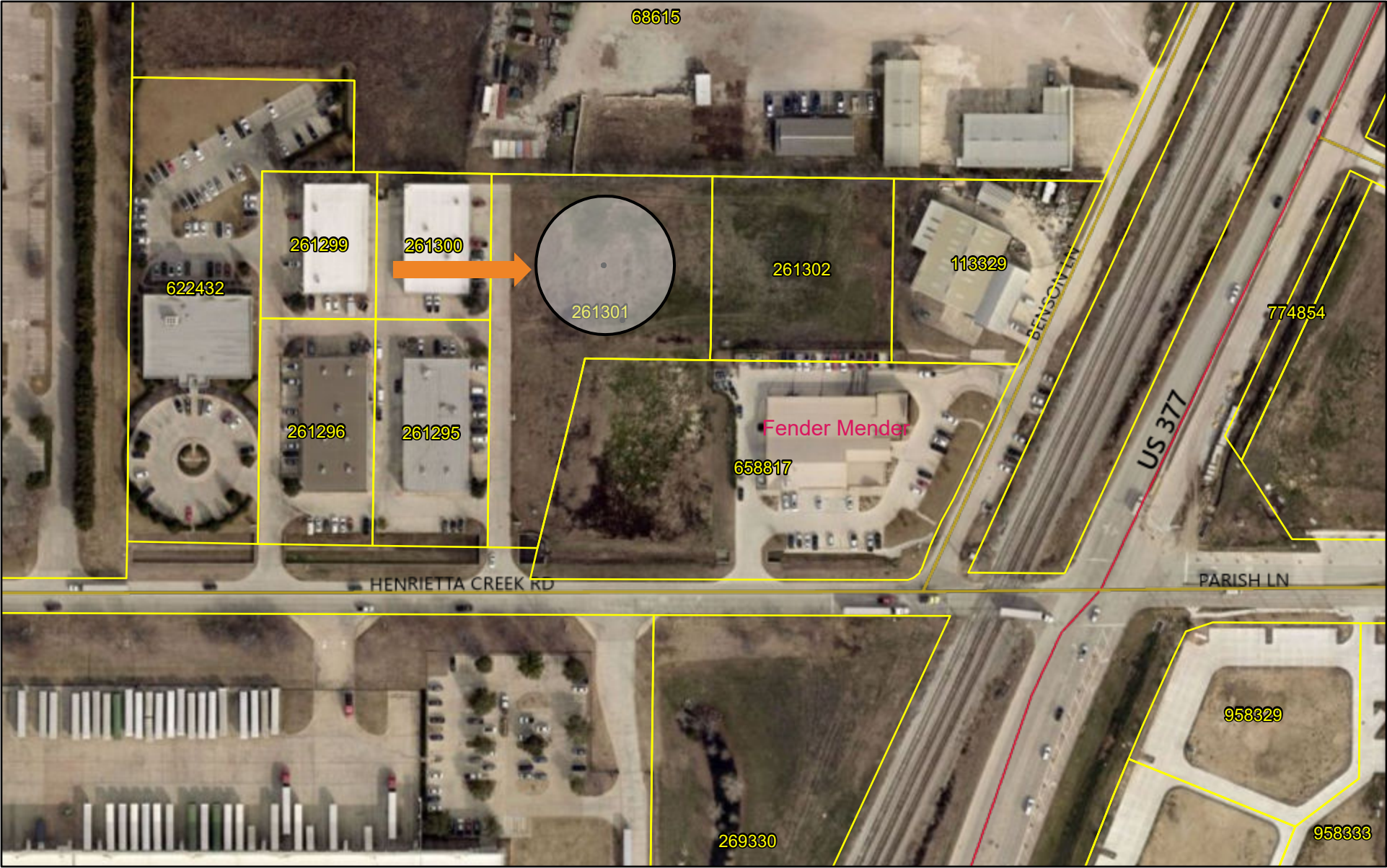
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HENRIETTA CREEK BUSINESS PARK



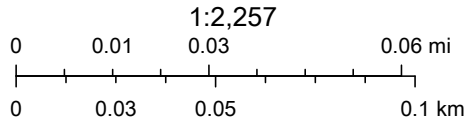
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Denton CAD Web Map



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 Parcels  Roads  US
 MINOR



Denton Central Appraisal District, dentoncad.com

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