

Diana Smith, Commissioner
Larry Granados, Commissioner
Donald J. Glacy, Commissioner



Kristie Womack, Chairman

Jason Kasal, Vice Chairman
Victor Molaschi, Commissioner
Mark McCullough, Commissioner

**ROANOKE PLANNING AND ZONING AGENDA
OCTOBER 16, 2023
7:00 PM**

**500 S. OAK STREET
ROANOKE, TX 76262**

A. CALL TO ORDER

B. PUBLIC INPUT

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

C. APPROVAL OF THE MINUTES

1. Consideration and action on approval of the minutes from the regular Planning and Zoning Commission meeting held on September 18, 2023.

D. NEW BUSINESS

1. Consideration and recommendation on a Site Plan (SP 2023-06) request from RGA Architects, for a warehouse to be located on an approximate 5.421 acre parcel being a part of the Alliance Gateway Addition; Block 6, Lot 6, generally located at the southeast corner of Patriot Parkway and Fairway Drive.
2. Consideration and recommendation on approval of Ordinance No. 2023-128 , amending the Comprehensive Zoning Ordinance, by amending Chapter 12, Article II, Division 2 of the Code of Ordinances by adding a new Section 12-60, entitled "Compensation For Non-Conforming Uses," by requiring the use of compensation criteria required by Section 211.019 of the Texas Local Government Code; and amending Chapter 12, Article



AGENDA FOR THE PLANNING AND
ZONING COMMISSION

October 16, 2023
Page 2 of 2

II, Division 5 of the Code of Ordinances by amending Section 12.124, entitled "Notice of Public Hearing" by adding a new subsection (D) addressing the notice requirements for nonconforming uses.

3. Consideration and recommendation on approval of Ordinance No. 2023-129, amending Chapter 9, Exhibit A, the subdivision ordinance by amending Section 2 entitled "Definitions," by adding definition for "Approval" and amending the definition of "Filed" or "Filing"; adding a new Section 6.I, entitled "Planning Director Approval" by establishing approval of plats by planning director; and adding a new Section 6.J, entitled "30-Day Time Frame for Plat Approvals".

E. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, October 12, 2023, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary

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

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



AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: 09/18/2023 - P&Z Minutes

MEETING DATE: October 16, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of the minutes from the regular Planning and Zoning Commission meeting held on September 18, 2023.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PZMin 09-18-2023

Diana Smith, Commissioner
Larry Granados, Commissioner
Donald J. Glacy, Commissioner



Jason Kasal, Vice Chairman
Victor Molaschi, Commissioner
Mark McCullough, Commissioner

**ROANOKE PLANNING AND ZONING MINUTES
SEPTEMBER 18, 2023
7:00 P.M.
ROANOKE CITY HALL
CITY COUNCIL CHAMBERS – 2ND FLOOR
500 S. OAK STREET
ROANOKE, TEXAS 76262**

Present: Vice Chairman Jason Kasal; Commissioners: Mark McCullough, Diana Smith, and Donald J. Glacy. City Planner Kelly Carlson, and P&Z Secretary Sherry Gragg.

Absent: Chairman Kristie Womack, Commissioners: Larry Granados and Victor Molaschi.

A. CALL TO ORDER

Meeting called to order at 7:00 p.m.

B. PUBLIC INPUT

No one wished to speak.

C. APPROVAL OF THE MINUTES

1. Motion made by Mark McCullough second by Diana Smith to approve the minutes from the regular Planning and Zoning Commission meeting held on August 7, 2023.

Motion carried unanimously.

D. NEW BUSINESS

1. Motion made by Donald J. Glacy second by Mark McCullough to approve a site plan (SP 2023-05) request from McAdams, for a new police and municipal court building, to be constructed on approximately six (6) acres of land. The property is located at the southwest corner of Fairway Drive and Park Drive.

Motion carried unanimously.

2. Public hearing to consider amending Chapter 12, Article IV, Division 1, Section 12.601 of the Code of Ordinances of the City of Roanoke, Texas, entitled "Old Town Roanoke Neighborhood Design Overlay," by amending the setback requirements, maximum building coverage requirements, lot coverage



**MINUTES FOR THE REGULAR
PLANNING AND ZONING COMMISSION
MEETING**

**September 18, 2023
Page 2 of 3**

requirements, and accessory structure requirements within the Old Town Roanoke Neighborhood Design Overlay District. (Ordinance No. 2023-115)

The public hearing started at 7:06 p.m.

Roger Nash, Roanoke resident, stated the revision looks vague, and asked if this will override the need/request for exceptions? Mr. Nash further stated there needs to be some type of oversight, to manage the charm and character of new homes to fit with the existing homes.

Helen Ward, Roanoke resident since 1995, stated she lives outside the Overlay District, but stated she is concerned with being swallowed up by the big homes. Mrs. Ward further stated there are other places in Roanoke to build the bigger homes, and she would like to maintain the small town charm. Mrs. Ward concluded that she is opposed to the amendments.

City Manager Cody Petree gave an overview of the amendments, explaining the Overlay District as adopted in 2016.

Lance Oakley, Roanoke resident, explained that he is the owner of one of the small lots that had been denied for a variance request that concerned lot coverage. Mr. Oakley further explained there were other lots who had their requests granted. Mr. Oakley stated the reasons seem misleading, and is in favor of the amendments to the Overlay District.

Andrew Warden, Roanoke resident, stated he is in agreement with both sides of the argument and there has to be some oversight. Mr. Warden further stated the land cost is so high in Roanoke, you need to be able to build enough square footage with value, otherwise you will lose money. Mr. Warden concluded that he is in favor of the amendments to the Overlay.

The public hearing started at 7:22 p.m.

3. Motion made by Mark McCullough second by Donald J. Glacy to approve, as submitted, except leave the current height restriction in place, Ordinance 2023-115, of the Comprehensive Zoning Ordinance of the City of Roanoke Texas by amending Chapter 12, Article IV, Division 1, Section 12.601 entitled "Old Town Roanoke Neighborhood Design Overlay" by amending setback requirements, maximum building coverage requirements, lot coverage requirements, and accessory structure requirements within the Old Town Neighborhood Design Overlay District.

Motion carried unanimously.

E. ADJOURNMENT

Motion made by Diana Smith second by Donald J. Glacy to adjourn the meeting at 7:46 p.m.

Motion carried unanimously.



**MINUTES FOR THE REGULAR
PLANNING AND ZONING COMMISSION
MEETING**

**September 18, 2023
Page 3 of 3**

Jason Kasal, Vice Chairman

April S. Hill, City Secretary



AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: Site Plan (SP 2023-06) Warehouse Patriot Parkway and Fairway Drive

MEETING DATE: October 16, 2023

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and recommendation on a Site Plan (SP 2023-06) request from RGA Architects, for a warehouse to be located on an approximate 5.421 acre parcel being a part of the Alliance Gateway Addition; Block 6, Lot 6, generally located at the southeast corner of Patriot Parkway and Fairway Drive.

INFORMATION:

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.

- **USE:** Warehouse
- **BUILDING:** 74,030 SF, 40' HT.
- **PARKING:** Provides required number of parking spaces
- **LANDSCAPING:** Meets required area and material.
- **PLAT:** A minor plat is under review and shall be accepted prior to construction.
- **UTILITIES AND DRAINAGE:** Engineered plans shall be accepted by the city's engineering consultant prior to construction.

STAFF RECOMMENDATION:



AGENDA ITEM

Recommend approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. SP-2023-06 - SE Corner Fairway Dr & Patriot Pkwy Lot 6-Block 6 - Aircraft Spruce (1)
2. Vicinity Map
3. Site Plan
4. Project Spruce_Landscape Plans (1)
5. Elevations (3)
6. Civil



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 / Craig Jacobson	Address of Applicant 301 S. Oak Street, Ste 100 Roanoke, TX 76262	Phone Number 817-965-0220
Legal Interest Beacon Land Co.		
Owner Jim Irwin Managing Partner	Address P.O. Box 4000 225 Airport Circle Corona, CA 92878	Phone Number
Firm preparing Site Plan Package RGA Architects	Address 301 S. Oak Street, Ste 100 Roanoke, TX 76262	Phone Number 817-965-0220
		Email craig@rgaarchitects.com
Location of Property SE Corner of Fairway Dr. & Patriot Pkwy	Name of Addition/Subdivision Beacon Land Company, LLC	Lot / Block Lot 6 / Blk 6
		Present Zoning BP - Business Park

Proposed Site Plan Contains:

LAND USE	NUMBER OF LOTS	ACRES FOR USE
Single Family		
Multi-Family		
Planned Development		
Office		
Retail		
Commercial		
Industrial	1	5.421
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

10.02.2023

Date

Site Plan Fee \$400.00 MC receipt #705691 10/3/23	P&Z Meeting 10/16/2023	CC Meeting 10/24/2023	File for Record SP- 2023 - 06
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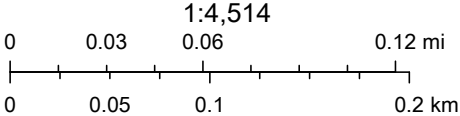
08/23/2019

Denton CAD Web Map

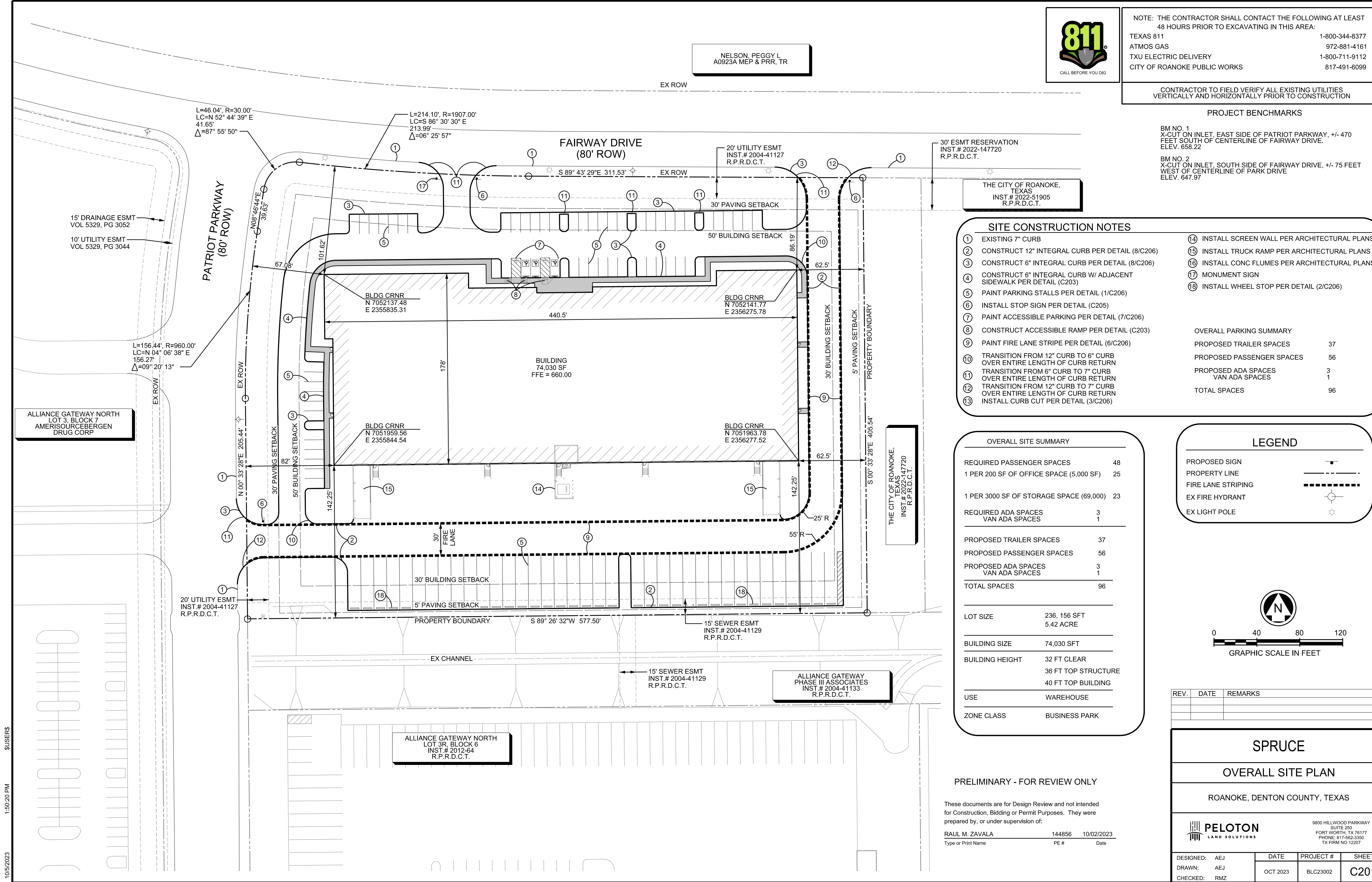


10/5/2023, 9:25:40 AM

-  Parcels
-  Roads



Denton Central Appraisal District, dentoncad.com



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

PROJECT BENCHMARKS

BM NO. 1
X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470 FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

BM NO. 2
X-CUT ON INLET, SOUTH SIDE OF FAIRWAY DRIVE, +/- 75 FEET WEST OF CENTERLINE OF PARK DRIVE
ELEV. 647.97

THE CITY OF ROANOKE,
TEXAS
INST. # 2022-51905
R.P.R.D.C.T.

SITE CONSTRUCTION NOTES

- EXISTING 7" CURB
- CONSTRUCT 12" INTEGRAL CURB PER DETAIL (8/C206)
- CONSTRUCT 6" INTEGRAL CURB PER DETAIL (8/C206)
- CONSTRUCT 6" INTEGRAL CURB W/ ADJACENT SIDEWALK PER DETAIL (C203)
- PAINT PARKING STALLS PER DETAIL (1/C206)
- INSTALL STOP SIGN PER DETAIL (C205)
- PAINT ACCESSIBLE PARKING PER DETAIL (7/C206)
- CONSTRUCT ACCESSIBLE RAMP PER DETAIL (C203)
- PAINT FIRE LANE STRIPE PER DETAIL (6/C206)
- TRANSITION FROM 12" CURB TO 6" CURB OVER ENTIRE LENGTH OF CURB RETURN
- TRANSITION FROM 6" CURB TO 7" CURB OVER ENTIRE LENGTH OF CURB RETURN
- TRANSITION FROM 12" CURB TO 7" CURB OVER ENTIRE LENGTH OF CURB RETURN
- INSTALL CURB CUT PER DETAIL (3/C206)
- INSTALL SCREEN WALL PER ARCHITECTURAL PLANS
- INSTALL TRUCK RAMP PER ARCHITECTURAL PLANS
- INSTALL CONC FLUMES PER ARCHITECTURAL PLANS
- MONUMENT SIGN
- INSTALL WHEEL STOP PER DETAIL (2/C206)

OVERALL PARKING SUMMARY

PROPOSED TRAILER SPACES	37
PROPOSED PASSENGER SPACES	56
PROPOSED ADA SPACES	3
VAN ADA SPACES	1
TOTAL SPACES	96

OVERALL SITE SUMMARY	
REQUIRED PASSENGER SPACES	48
1 PER 200 SF OF OFFICE SPACE (5,000 SF)	25
1 PER 3000 SF OF STORAGE SPACE (69,000)	23
REQUIRED ADA SPACES	3
VAN ADA SPACES	1
PROPOSED TRAILER SPACES	37
PROPOSED PASSENGER SPACES	56
PROPOSED ADA SPACES	3
VAN ADA SPACES	1
TOTAL SPACES	96
LOT SIZE	236, 156 SFT 5.42 ACRE
BUILDING SIZE	74,030 SFT
BUILDING HEIGHT	32 FT CLEAR 36 FT TOP STRUCTURE 40 FT TOP BUILDING
USE	WAREHOUSE
ZONE CLASS	BUSINESS PARK

LEGEND

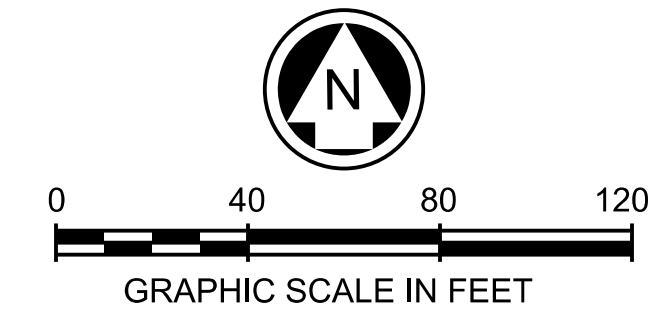
PROPOSED SIGN

PROPERTY LINE

FIRE LANE STRIPING

EX FIRE HYDRANT

EX LIGHT POLE



REV.	DATE	REMARKS

SPRUCE

OVERALL SITE PLAN

ROANOKE, DENTON COUNTY, TEXAS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE: OCT 2023	PROJECT #: BLC23002	SHEET: C201
DRAWN: AEJ			
CHECKED: RMZ			

PRELIMINARY - FOR REVIEW ONLY

These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under supervision of:

RAUL M. ZAVALA	144856	10/02/2023
Type or Print Name	PE #	Date

Drawing: G:\9968\22002_Peilot_Spruce_Design\9968_LAND_CADD\9968\22002-GEN
Last Saved by: JLCorcoran
Last Saved Date: 10/11/2023 8:57 AM
Plot Date/Time: 10/11/2023 8:57 AM

GENERAL NOTES

- Contractor shall provide all materials and labor to complete scope of work as indicated in documents.
- All work shall be executed in accordance with all federal, state and local regulations, and shall comply with prevailing accessibility requirements. Contractor shall notify owner's representative of any portion of documents which conflict with regulations prior to construction.
- Contractor is responsible for securing all required permits, approvals and inspections related to scope of work.
- Reference to "owner's representative" are made in these documents, and refers to the project owner or designated representative, in addition to the owner's representative the contractor shall contact the landscape architect for design clarifications or additional information related to scope of work.
- Notify owner's representative 48 hours in advance of commencing work to coordinate project inspection schedule.
- Drawings are based on survey data and design drawings provided by others. It is the contractors responsibility to verify existing conditions and shall notify owner's representative of any discrepancies between documents and actual site conditions prior to construction. Failure to make such conflicts known to the owner's representative will result in the contractor's liability to relocate materials as directed.
- Do not proceed with any portion of work as indicated in documents if obstructions, discrepancies or unknown conditions are encountered. Notify the owner's representative immediately for direction on how to proceed.
- Contractor shall coordinate all work with other disciplines.
- Limits of work indicated on drawings, if any, are general in nature and are intended to define the general vicinity in with the scope of work exists. Actual limits of work shall include all areas necessary to complete scope of design intent.
- Unless otherwise noted, all existing trees shall be protected. Do not park, drive, operate machinery or store materials within the dripline of existing trees.
- The contractor shall locate and verify all existing utility lines prior to planting or construction and shall report any conflicts to the owner's representative. Verify with owner pipe line locations prior to digging. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor shall provide bid proposal listing unit prices for all material provided.
- Quantities shown on the plan are for the contractor's convenience only and are not guaranteed to be accurate. In the event of a discrepancy between quantities shown on the plan and quantities shown on the list, the quantities shown on the plan shall apply.

LANDSCAPE NOTES

- All non-dimensioned plants symbols, edging and bed lines are diagrammatic and shall be scaled from drawings.
- Stake the location of all proposed trees for approval by the owner's representative prior to commencement of planting. The owner's representative reserves the right to make minor adjustments to locations prior to planting.
- Paint or string all edging and bed line locations on finish grade for approval by the owner's representative prior to installation. The owner's representative reserves the right to make minor adjustments to locations prior to planting.
- Refer to details and specifications for plant pit dimensions and backfill requirements.
- All plant material shall be maintained in a healthy growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days. Unless otherwise approved in writing by the owner or owner's representative.
- All new plant material shall conform to the minimum guidelines established for nursery stock published by the American association of nurseryman, Inc. in addition, all new plant material for the project shall be of specimen quality.
- All new plants shall be container- grown, unless otherwise noted on the plant list.
- The general contractor shall supply all new plant material in quantities sufficient to complete the plantings shown on the drawings.
- No trees shall be planted before acceptance of rough grading. Tree shall bear same relationship to finish grade as they bore to previous grade.
- Contractor shall fine grade areas to achieve final contours as indicated. Planting bed areas to be excavated or left below final finished grade to accommodate for soil amendment / mulch.
- All planting beds to be filled to depth of 6" and, backfilled with 4" of organic mulch.
- All planted areas to be mulched as specified in plan / details.
- All landscaped areas are to be maintained in accordance with city regulations.
- All plant varieties must come from a same source supplier in order to maintain a consistent appearance.
- All container grown material must be of nursery stock conditions, with a well-established root system reaching the sides of the container, to maintain a firm ball when the container is removed, but shall not have excessive root growth encircling the inside of the container.
- All shrub planting beds and lawn areas to be separated by steel edging unless otherwise noted. No steel to be installed adjacent to sidewalks, curbs or fences.
- All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (et) weather-based controllers and said irrigation system shall be designed by a licensed irrigator.

MAINTENANCE NOTES

- The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping and irrigation. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping. All plant materials shall be maintained in a health and growing condition as is appropriate for the season of the year. All irrigation heads or lines which are broken shall be replaced or repaired to prevent the waste of water.
- The owner shall be responsible for replacing all plant material, which shows dead branching over 75 percent or more of the normal branching pattern and repair of irrigation systems. Plant materials, which die, shall be replaced with plant material of similar variety and similar initial size.
- Contractor shall provide a separate bid proposal for one year's maintenance to begin after final acceptance.

GENERAL LAWN NOTES

- Contractor shall coordinate operations and availability of existing topsoil with on-site construction manager.
- Contractor shall leave lawn areas 1" below final finished grade.
- Contractors shall fine grade areas to achieve final contours as indicated on the civil plans. Provide uniform rounding at the top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas shall be fine graded, irrigation trenches completely settled and finish grade approved by the owner's construction manager or landscape architect prior to lawn installation.
- Contractor shall remove all rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. prior to placing topsoil and lawn installation.
- Contractor shall maintain all lawn areas until final acceptance. This shall include, but not be limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of acceptable turf area and shall provide replacement from local supply if necessary.

SOLID SOD NOTES

- Plant sod by hand to cover indicated areas completely. Ensure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
- Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
- Water sod thoroughly as sod operation progresses.
- If installation occurs between September 1 and March 1, all sod areas to be over-seeded with winter ryegrass, at a rate of four (4) pounds per one thousand (1000) square feet.
- Sod shall be clean and reasonably free of weeds and noxious pest and insects.

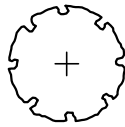
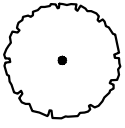
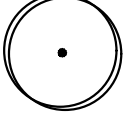
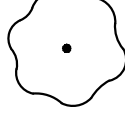
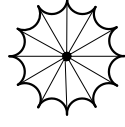
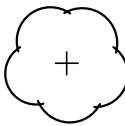
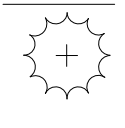
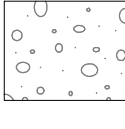
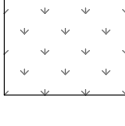
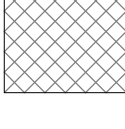
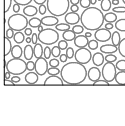
IRRIGATION NOTES

- All areas containing turf, ground cover, shrubs, trees, or other planted material shall be irrigated with a permanent below-ground, automatic irrigation system, designed by a licensed irrigator. Temporary irrigation to establishment is acceptable as approved by the owner's representative and Landscape Architect and shall be designed and installed by a licensed irrigator.
- All irrigation systems shall be installed with rain and frost sensors, and shall meet all applicable state and local regulations.
- All areas other than turf shall be irrigated using Netafim™ or approved equal subterranean drip.
- Hydromulched turf areas are to be irrigated with temporary above-ground irrigation for a minimum of 90 days and until achieving 100% germination.

SOIL PREPRATION NOTES

- Contractor to perform a soil test prior to beginning any landscape work and shall provide the project Landscape Architect with the results to determine if any amendments in addition to the ones set forth in this plan set are required. Appropriate soil preparation is to be determined on a site by site basis, and the Landscape Architect has the right to amend the soil preparation requirements pending soil test results.
- The contractor shall establish a soil management plan/operation throughout the construction process. All topsoil may become sterile and non-fertile over time. The contractor shall amend and supplement the stockpiled topsoil as necessary to yield a fertile topsoil supply. The contractor's bid shall include all necessary topsoil (import may be required) as required to backfill all disturbed areas. The lack of available on-site topsoil will not be grounds for a change order or additional pay.
- On-site excess excavations and utility spoils that are free of rocks larger than 1", trash, debris, roots or other deleterious matter may be used as general earth fill, but shall not be used as topsoil. General earth fill may be used to bring all disturbed areas to six inches (6") below grade.
- All turf areas shall be undercut six inches (6") below grade and scarified. Six inches (6") of topsoil shall be used to bring all disturbed areas to finish grade. All topsoil shall be fertile (based on the results of a soil test provided to the Landscape Architect) and shall not contain rocks larger than 1", trash, debris, root or other deleterious matter.
- All landscape beds shall be undercut six inches (6") below finish grade. Three inches (3") of organic compost shall be added to the landscape bed and tilled an additional four to six inches (4-6"). After plant material and weed barrier fabric is installed per the provided specifications and details, four inches (4") of mulch shall be applied to the landscape bed.

PLANT SCHEDULE

CANOPY TREE	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	QM	Quercus macrocarpa	Burr Oak	3" Cal.	3	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
	QS	Quercus shumardii	Shumard Red Oak	3" Cal.	3	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
	QV	Quercus virginiana	Live Oak	3" Cal.	24	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
	UC	Ulmus crassifolia	Cedar Elm	3" Cal.	3	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
	UP	Ulmus parvifolia	Lacebark Elm	3" Cal.	3	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
CONIFEROUS TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	JE	Juniperus virginiana	Eastern Red Cedar	3" Cal.	19	Container grown, 8' height, 4' spread, strong central leader, upright growth, branches full to base.
ORNAMENTAL TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	LI	Lagerstroemia indica 'Tuscarora'	Crape Myrtle	45 gal.	25	Container grown, 8' height, 4' minimum spread, 2" caliper minimum
	VC	Vitex agnus-castus	Chaste Tree	45 gal.	31	Container grown, 8' height, 4' spread minimum, 2" caliper minimum
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	NR	Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	45 gal.	200	Container full, 36" spread, spaced at 72" height, spaced at 60" on-center
	LB	Liriope muscari 'Big Blue'	Big Blue Lilyturf	3 gal.	335	Container full, 12" spread, spaced at 18" on-center typical.
	LS	Loropetalum chinense rubrum 'Shang-hi' TM	Purple Diamond Fringe Flower	3 gal.	300	Container full, 24" spread, spaced at 36" on-center typical.
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	--		Decomposed Granite (DG)	Less than 1/8" in Dia.	354 sf	Tan in color to match Alliance standard; 4" depth compacted in 1" lifts.
	---	Cynodon dactylon	Common Bermuda Grass (Sod)	sod	50,619 sf	Lawn solid sod, regional, drought tolerant - refer to notes.
	EC	Euonymus fortunei 'Coloratus'	Purple-leaf Wintercreeper	4" Pots	1,091	Container full, (5) runners minimum, 12" spread, spaced at 12" on-center typical.
	NB	Native Bull Rock	Native Bull Rock	2"- 4"	1,712 sf	Texas NativeBull Rock

NOTE:

- All trees shall have straight trunks and be matching within varieties.
- All trees shall have a full and uniform canopy.
- Root balls should be well-formed, intact, with trunk firmly attached. Minimum root ball size for a 3" caliper tree is 32".
- Plant list is an aid to bidders only. Contractor shall verify all quantities on plan.
- All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated.
- Do not install steel edging along sidewalks or curbs.

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

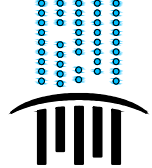
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

City of Roanoke Landscape Requirements	
Requirement: 20% of the lot/tract area shall be pervious, permanently landscaped	
Site Area: 236,156 SF	
20%)	Provided: 62,911 (27%)
Requirement: A minimum fifteen-foot (15') landscaped street buffer shall be required along street frontage for any other nonresidential development. One large shade tree and four small ornamental trees shall be required per fifty (50) linear feet (or portion thereof) of street buffer frontage. The landscaped street buffer area may be included in the required landscape area percentage.	
Frontage Length: 925 LF	
Canopy trees	Provided: 22 canopy trees
Ornamental trees	75 ornamental trees
The frontage tree calculations are including trees along the East property line and ornamental site trees following direction from Kelly Carlson during 10/10/2023 phone call.	
Requirement: One canopy or ornamental tree for every 10 parking spaces. One large shade tree within sixty (60) feet of every parking space.	
Total Parking Spaces: 59	
	Provided: 13 trees
Requirement: Minimum five-foot (5') wide landscaped buffer strip around the sides and rear perimeter of the lot/tract. Within the 5-foot (5') perimeter buffer shall be provided a four-foot (4') tall screen comprised of hardy, evergreen shrubs, decorative walls with shrubs, or similar landscaping.	
Requirement: 5-foot (5') side and rear landscaped buffer with screening shrubs.	
Requirement: 5-foot (5') side and rear landscaped buffer with screening shrubs in the form of Nellie R. Stevens Hollies, 6' in height at time of installation.	
Tree Preservation: There are no existing trees on site, there will be no tree preservation plans included in this set.	

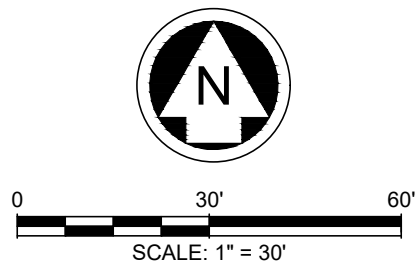
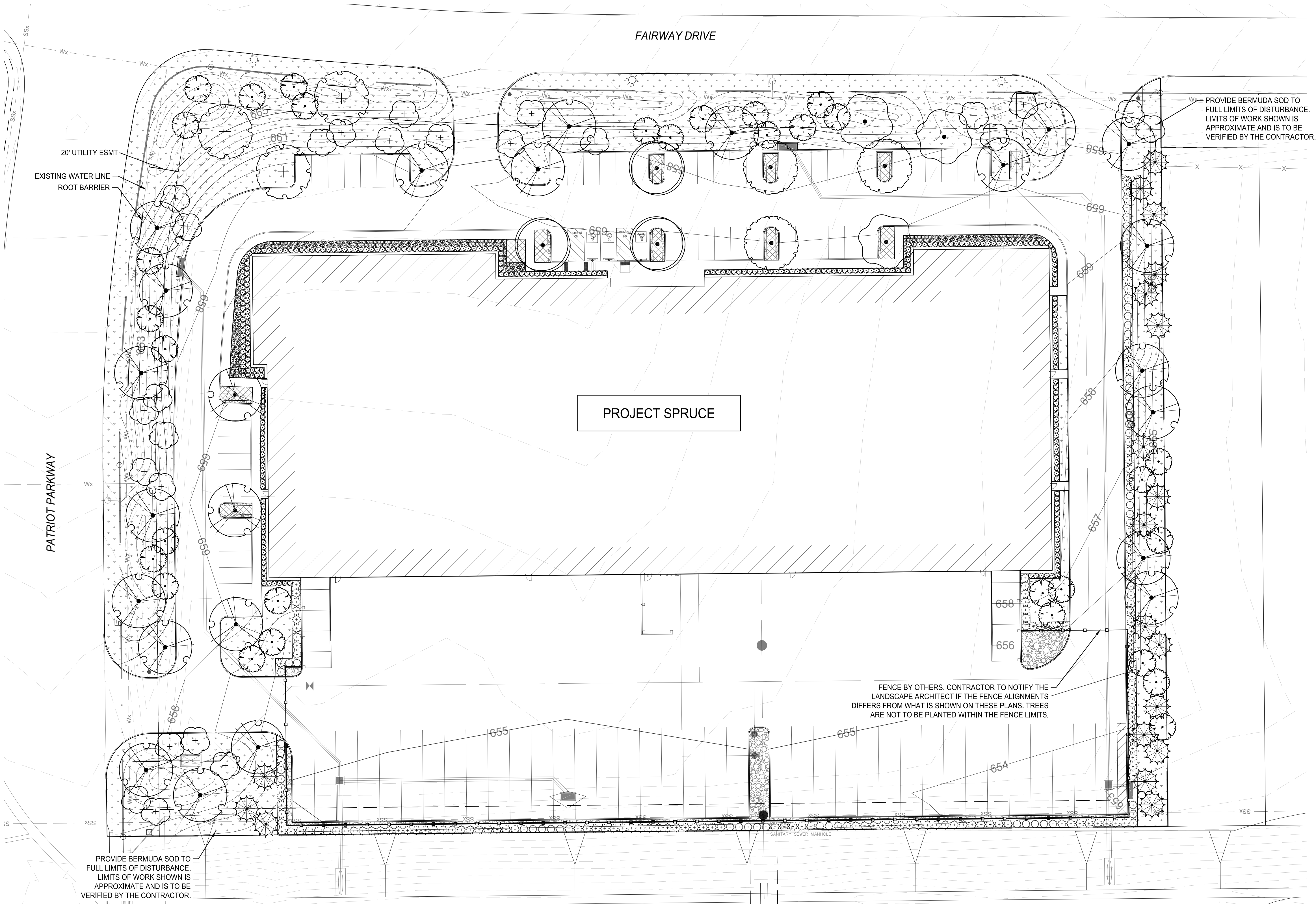
PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY OR UNDER THE SUPERVISION OF:

JORDAN A. KAYLOR	3117	10/11/2023
TYPE OR PRINT NAME	PLA #	DATE

NO.	DATE	REVISION	
PROJECT SPRUCE			
LANDSCAPE GENERAL NOTES			
ROANOKE, DENTON COUNTY, TEXAS			
 PELOTON LAND SOLUTIONS TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 9800 HILLWOOD PKWY. SUITE 250, FORT WORTH, TEXAS 76177 FORT WORTH PHONE: (817) 562-3350			
DRAWN: JLC	DATE	PROJECT #	SHEET
DESIGNED: JLC	OCTOBER 2023	BLC23002	L001
REVIEWER: JAK			

Drawing: G:\0861\23002_Planet_Spruce\Design\08_LAND_CAD\0861\23002-LANDSCAPE.dwg
Last Saved by: JLC
PLOT Date/Time: 10/11/2023 8:57 AM



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

PLANT SCHEDULE

CANOPY TREE	CODE	COMMON NAME
	QM	Burr Oak
	QS	Shumard Red Oak
	QV	Live Oak
	UC	Cedar Elm
	UP	Lacebark Elm
CONIFEROUS TREES	CODE	COMMON NAME
	JE	Eastern Red Cedar
ORNAMENTAL TREES	CODE	COMMON NAME
	LI	Crape Myrtle
	VC	Chaste Tree
SHRUBS	CODE	COMMON NAME
	NR	Nellie R. Stevens Holly
	LB	Big Blue Lillyturf
	LS	Purple Diamond Fringe Flower
GROUND COVERS	CODE	COMMON NAME
	--	Decomposed Granite (DG)
	---	Common Bermuda Grass (Sod)
	EC	Purple-leaf Wintercreeper
	NB	Native Bull Rock

PRELIMINARY -FOR REVIEW ONLY-

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JORDAN A. KAYLOR	3117	10/11/2023
TYPE OR PRINT NAME	PLA #	DATE

NO.	DATE	REVISION

PROJECT SPRUCE

OVERALL LANDSCAPE PLANTING PLAN

ROANOKE, DENTON COUNTY, TEXAS



TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 200, FORT WORTH, TEXAS 76117
FORT WORTH PHONE: (817) 562-3350

DRAWN: JLC	DATE: OCTOBER 2023	PROJECT #: BLC23002	SHEET: L100
DESIGNED: JLC			
REVIEWER: JAK			

SECTION 32 9300 - LANDSCAPE PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:
- Planting (trees, shrubs and grasses)
 - Bed preparation and fertilization
 - Notification of sources
 - Water and maintenance until final acceptance
 - Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (Z60.1) - plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel and crushed stone. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation. General Contractor shall leave planting bed areas three (4.5") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:
- The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
 - Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 - A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.
- B. Guarantee:
- Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
 - Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
 - At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
 - When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.
2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.
- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- C. Selection of Plant Material:
- Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.
 - Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.
 - Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
 - Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions, do not measure from branch or root tip-to-tip.
 - Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.
 - Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.
 - Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Preparation:
- Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.
 - Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.
- B. Delivery:
- Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.
 - Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
 - Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.
 - Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.
 - Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.
 - Remove rejected plant material immediately from job site.
 - To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.
- B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.
- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.
- D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as specified at no additional cost to the Owner.

- E. Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature conforms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)
- F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

- A. Sandy Loam:
- Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.
 - Physical properties as follows:
 - Clay - between 7-27 percent
 - Silt - between 15-25 percent
 - Sand - less than 52 percent
 - Organic matter shall be 3%-10% of total dry weight.
 - If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
- C. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.
- D. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown.
- E. Organic Fertilizer: FertiLaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.
- F. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.
- G. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: 1/8" x 4" x 16" - dark green, DURAEDGE® steel landscape edging manufactured by The J.D. Russell Company under its trade name DURAEDGE Heavy Duty Steel.
- B. Staking Material for Shade Trees: refer to details.
- C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.
- D. Filter Fabric: "Mirafi Mirascape" by Mirafi Construction Products or approved equal.
- E. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- B. All planting areas shall be conditioned as follows:
- Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
 - All planting areas shall receive a four (4") inch layer of specified mulch.
 - Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.
- C. Grass Areas:
- Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

3.2 INSTALLATION

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

- B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- C. Position the trees and shrubs in their intended location as per plan.
- D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.
- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.
- F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul from site all rocks and stones over three-quarter (3/4") inch in diameter. Plants should be thoroughly moist before removing containers.
- G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.
- H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per tree planting detail as approved by the Landscape Architect if the percolation test fails.
- I. Backfill only with native soil. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top 1 of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of "root soening".
- J. Do not wrap trees.
- K. Do not over prune.
- L. Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.
- M. All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.
- N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3) feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
- O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.
- P. Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.
- Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.
 - Pruning shall be done with clean, sharp tools.
 - Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.
- Q. Steel Curbing Installation:
- Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.
 - All steel curbing shall be free of kinks and abrupt bends.
 - Top of curbing shall be 1" maximum height above final finished grade.
 - Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
 - Do not install steel edging along sidewalks or curbs.
 - Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

3.3 CLEANUP AND ACCEPTANCE

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:		
TEXAS 811		1-800-344-8377
ATMOS GAS		972-881-4161
TXU ELECTRIC DELIVERY		1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS		817-491-6099
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.		

1 TREE PLANTING & STAKING DETAIL

N.T.S.

NOTES:

- TEMPORARY TREE ANCHORS AND ARBOR TIE TO BE REMOVED AFTER ONE FULL GROWING SEASON OR AFTER TREE IS FULLY ESTABLISHED AND STABILIZED.
- TREE CALIPER MEASURED ABOVE TOP OF ROOTBALL, 6" ABOVE ROOTBALL FOR TREES 4" CALIPER AND LESS AND 12" ABOVE ROOTBALL FOR TREES 5" CALIPER AND GREATER.
- ALL TREE PRUNING AT THE TIME OF INSTALLATION SHALL BE COORDINATED WITH THE CITY.

2 TREE PLANTING ON SLOPE DETAIL

N.T.S.

NOTES:

- TEMPORARY TREE ANCHORS AND ARBOR TIE TO BE REMOVED AFTER ONE FULL GROWING SEASON.
- ALL TREE PRUNING AT THE TIME OF INSTALLATION SHALL BE COORDINATED WITH THE CITY.
- ALL TREES ARE TO BE PLUMB VERTICALLY WITHIN A TOLERANCE OF 3 DEGREES.
- A CHECKUP IS REQUIRED WITH LANDSCAPE ARCHITECT 3 MONTHS AFTER INITIAL INSTALLATION TO ENSURE UPRIGHT GROWTH.

3 SHRUB PLANTING DETAIL

N.T.S.

NOTES:

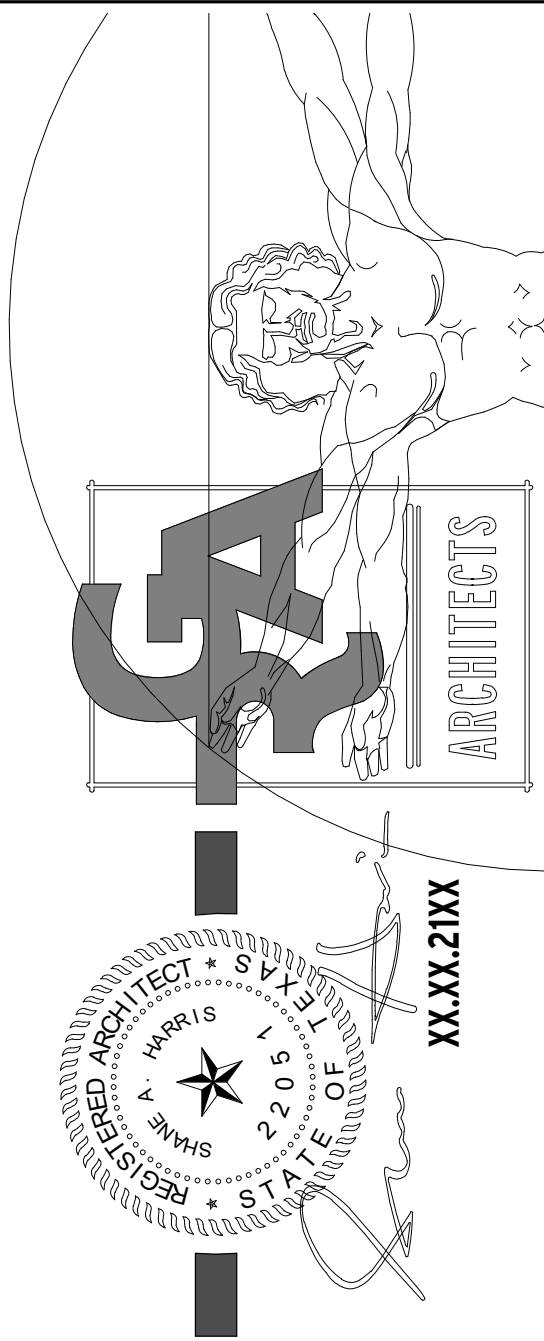
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NO.	DATE	REVISION

PROJECT SPRUCE			
LANDSCAPE SPECIFICATIONS AND DETAILS			
ROANOKE, DENTON COUNTY, TEXAS			
PELOTON LAND SOLUTIONS TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 8800 HILLWOOD DRIVE, SUITE 200, FORT WORTH, TEXAS 76177 FORT WORTH PHONE: (817) 562-3350			
DRAWN: JLC	DATE: OCTOBER 2023	PROJECT # BLC23002	SHEET L200
DESIGNED: JLC			
REVIEWER: JAK			

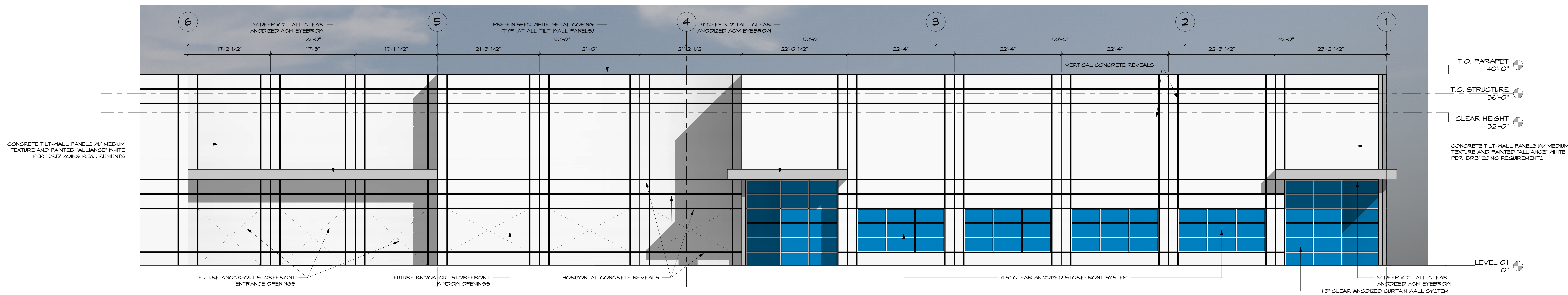
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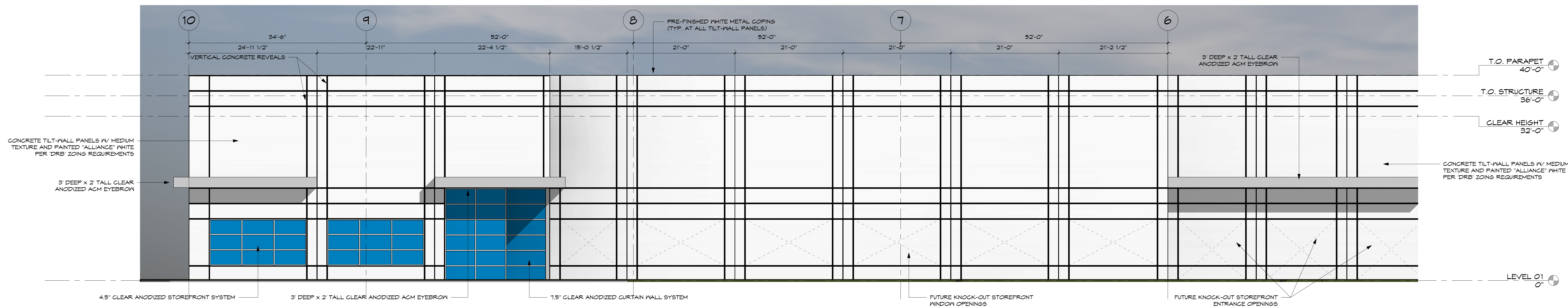
PROJECT SPRUCE

FAIRWAY DRIVE
ROANOKE, TX 76262

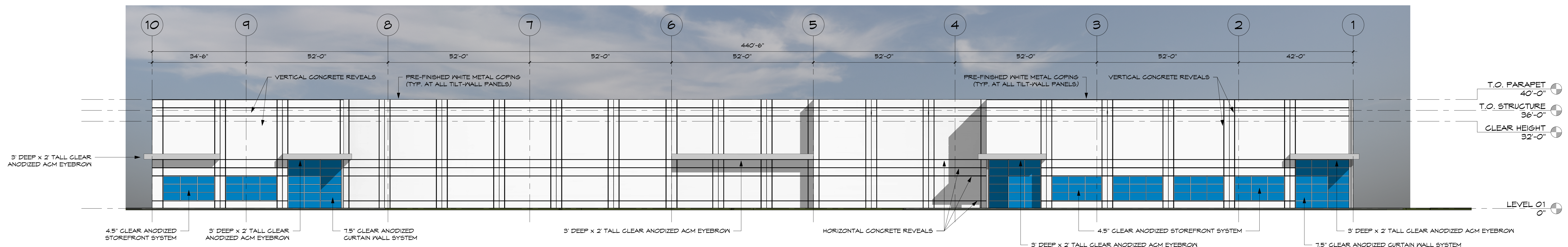
PERMIT NUMBER: XXXXXXXX
RGA PROJECT NUMBER: 23082
DATE: XX.XX.21XX
REVISIONS:
Number Description Date
SHEET: A3.01
SITE PLAN APPROVAL



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



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



1 NORTH ELEVATION - OVERALL
Scale: 1/16" = 1'-0"

<u>NORTH ELEVATION MATERIAL TOTALS</u>		
GLAZING TOTAL:	2,012	12%
ACM EYEBROW:	911	02%
CONCRETE TILT-WALL:	15,203	86%
TOTAL:	17,542	100%

PROJECT SPRUCE

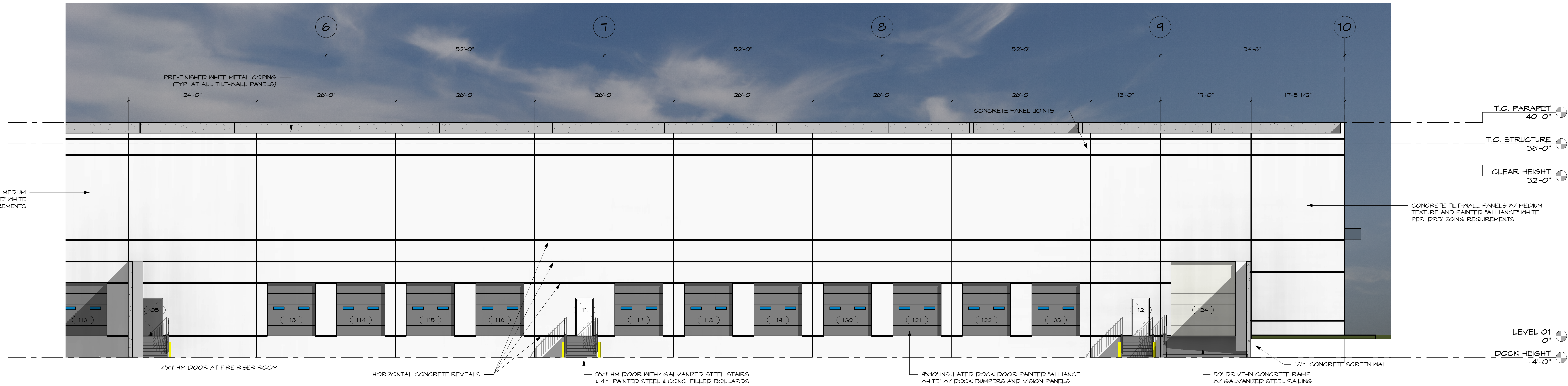
FAIRWAY DRIVE
ROANOKE, TX 76262

PERMIT NUMBER: XXXXXXXX
RGA PROJECT NUMBER: 23082
DATE: XX.XX.21XX
REVISIONS:
Number Description Date

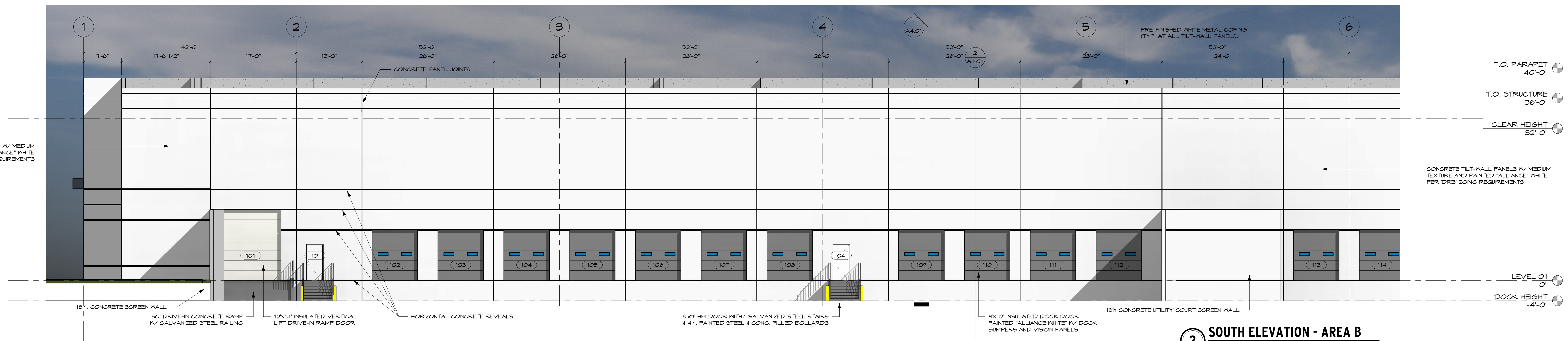
SHEET:

A3.02

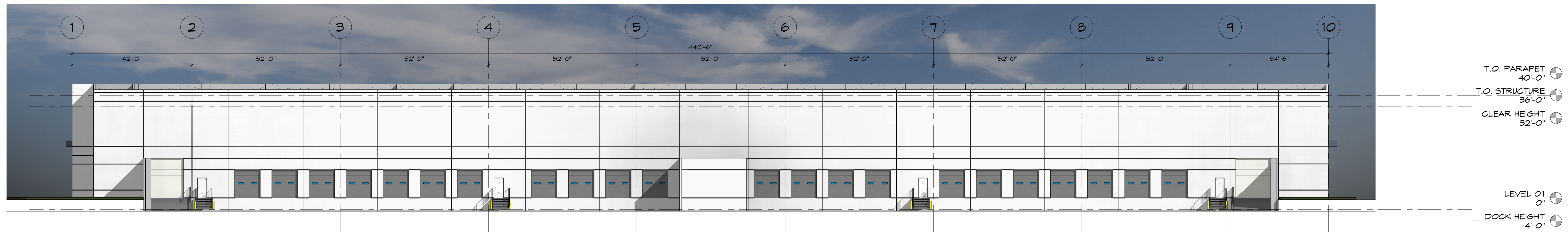
SITE PLAN APPROVAL



3 SOUTH ELEVATION - AREA A
Scale: 1/8" = 1'-0"



2 SOUTH ELEVATION - AREA B
Scale: 1/8" = 1'-0"



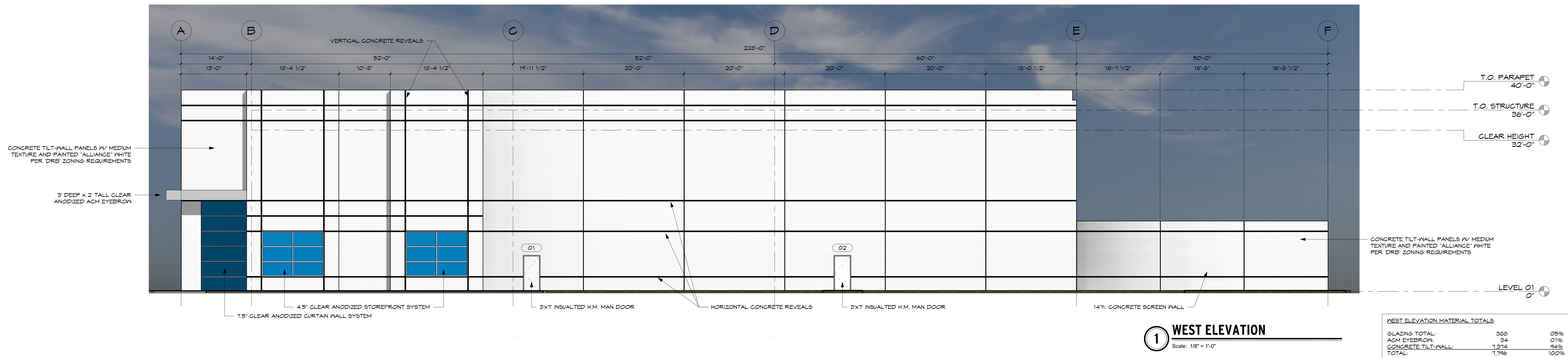
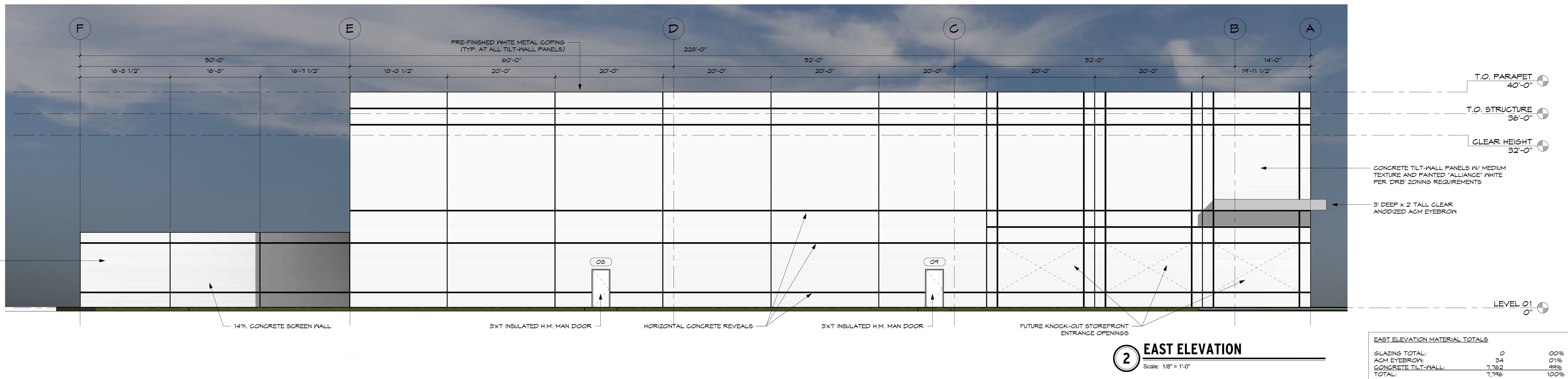
1 SOUTH ELEVATION - OVERALL
Scale: 1/16" = 1'-0"

SOUTH ELEVATION MATERIAL TOTALS			
GLAZING TOTAL:	0	00%	
ADM. EXTERIOR:	0	00%	
CONCRETE TILT-WALL:	18,342	100%	
TOTAL:	18,342	100%	

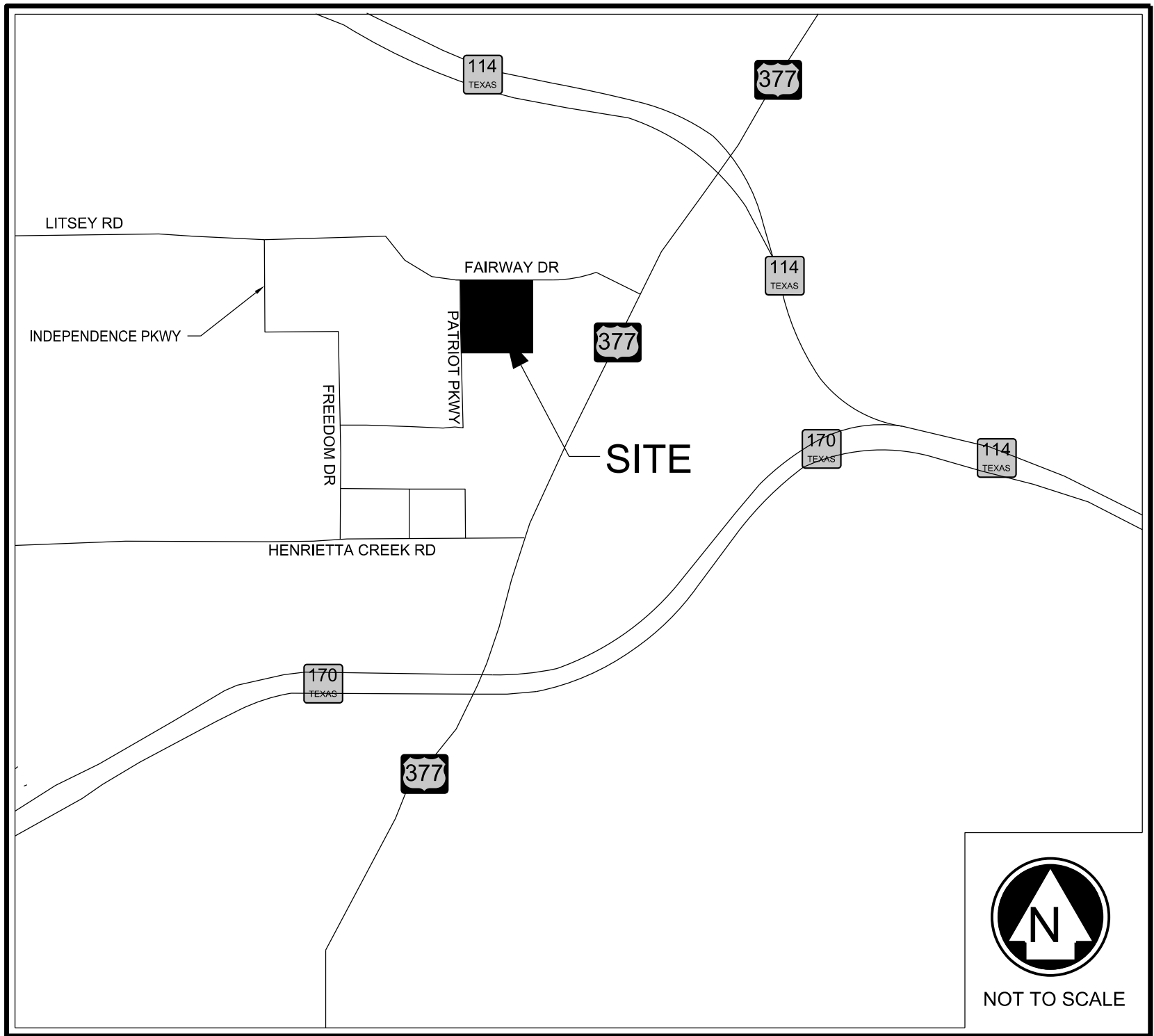
PROJECT SPRUCE

FAIRWAY DRIVE
ROANOKE, TX 76262

PERMIT NUMBER: XXXXXXXX
RGA PROJECT NUMBER: 23082
DATE: XX.XX.21XX
REVISIONS:
Number Description Date
SHEET: A3.03
SITE PLAN APPROVAL



PLANS FOR THE CONSTRUCTION OF WATER, SANITARY SEWER, STORM DRAIN, PAVING & GRADING TO SERVE SPRUCE ROANOKE, DENTON COUNTY, TEXAS



LOCATION MAP
N.T.S.

C001	COVER SHEET
C002	FINAL PLAT
C003	GENERAL CONSTRUCTION NOTES
C101	EXISTING CONDITIONS & DEMOLITION PLAN
C102	EROSION CONTROL PLAN
C103	EROSION CONTROL DETAILS
C201	OVERALL SITE PLAN
C202	DIMENSIONAL CONTROL PLAN
* C203	SITE DETAILS
* C204	SITE DETAILS
* C205	SITE DETAILS
* C206	SITE DETAILS
C301	GRADING PLAN
C302	GRADING SECTIONS
C401	DRAINAGE AREA MAP - PROPOSED
C402	HYDRAULIC CALCULATIONS
C403	STORM DRAIN PLAN
C404	STORM DRAIN PROFILES
* C405	STORM DRAIN DETAILS
* C406	STORM DRAIN DETAILS
C501	UTILITY PLAN
C502	SANITARY SEWER PROFILES
C503	WATER DETAILS
C504	WATER DETAILS
C505	SEWER DETAILS
C601	PAVING PLAN
* C602	PAVING DETAILS
* C603	PAVING DETAILS

PRELIMINARY - FOR REVIEW ONLY

These documents are for Design Review
and not Intended for Construction,
Bidding or Permit Purposes. They were
prepared by, or under supervision of:

RAUL M. ZAVALA	144856	10/02/2023
Type or Print Name	PE #	Date

Firm Number 12207

* THE SHEETS, SPECIFICALLY IDENTIFIED IN THIS INDEX OF SHEETS,
HAVE BEEN AUTHORIZED BY ME OR UNDER MY RESPONSIBLE
SUPERVISION AS BEING APPLICABLE TO THIS PROJECT

ENGINEER:
PELTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

OCTOBER 2023

PLS PROJECT #: BLC23002

PROJECT NOTES:

- THE TERM GOVERNING AUTHORITY REFERS TO THE CITY OF DALLAS.
2. 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 PRECEDENCE 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, NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, LATEST PRINTING AND AMENDMENTS THERETO, EXCEPT AS MODIFIED BY THE PROJECT CONTRACT DOCUMENTS.
3. PRIOR TO COMMENCING ANY CONSTRUCTION, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. FAILURE ON THE PART OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THE WORK SHALL IN NO WAY EXCUSE THE CONTRACTOR OF RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
4. THE CONTRACTOR, HIS AGENTS AND SUB-CONTRACTOR ARE COMPLETELY RESPONSIBLE FOR THE VERIFICATION OF THE ACCURACY OF THE GEOSPATIAL 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 HORIZONTALLY AND VERTICALLY. DISCREPANCIES FOUND BY THE CONTRACTOR SHALL BE REPORTED, IN WRITING, TO THE OWNER AND ENGINEER IMMEDIATELY FOR RECONCILIATION.
5. CONTRACTOR TO OBTAIN A COPY OF GEOTECHNICAL REPORT PREPARED BY GEOTECHNICAL ENGINEER & IMPLEMENT ALL RECOMMENDATIONS IN IT (OR AS AMENDED BY GEOTECHNICAL ENGINEER DURING CONSTRUCTION). ALL DENSITY REPORTS ARE TO BE FURNISHED TO CITY INSPECTOR AT THE PRE-CONSTRUCTION MEETING. THE ENGINEER DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, TRUE LOCATION AND EXTENT OF THE SOLS INFORMATION PREPARED BY OTHERS.
6. THE CONTRACTOR SHALL HAVE AT LEAST ONE SET OF APPROVED PLANS ON SITE AT ALL TIMES.
7. TOPOGRAPHIC SURVEY INFORMATION SHOWN ON THE PLANS IS PROVIDED FOR INFORMATIONAL PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE INFORMATION SHOWN IS CORRECT, AND SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY ERRORS, DISCREPANCIES, OR OMISSIONS TO THE SURVEY INFORMATION PROVIDED.
8. 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 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 TRAVELING PUBLIC. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN UNINTERRUPTED ACCESS TO ALL FIRE HYDRANTS, WATER VALVES, GAS VALVES, MANHOLES AND FIRE ALARM OR POLICE CALL BOXES IN THE VICINITY.
9. 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 OWNER BEFORE THE WORK COVERED THEREBY IS STARTED. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS HAVE BEEN OBTAINED. COSTS ASSOCIATED WITH PERMITS SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
10. THE GOVERNING AUTHORITIES AND/OR THE OWNER WILL PROVIDE INSPECTION OF THE PROPOSED CONSTRUCTION. THE OWNER WILL PAY THE COSTS FOR INSPECTION SERVICES. THE CONTRACTOR SHALL PROVIDE SUFFICIENT NOTICE WELL IN ADVANCE OF PENDING CONSTRUCTION ACTIVITIES TO THE GOVERNING AUTHORITIES AND/OR OWNER FOR SCHEDULING OF INSPECTION SERVICES. WORK MAY NOT BE BACKFILLED OR COVERED UNTIL IT HAS BEEN INSPECTED BY THE GOVERNING AUTHORITY.
11. THE CONTRACTOR SHALL HAVE PREPARED, REVIEWED, AND SUBMITTED ALL SHOP DRAWING, PRODUCT DATA AND SAMPLES REQUIRED BY THE GOVERNING AUTHORITIES AND THE PROJECT CONTRACT DOCUMENTS IN ACCORDANCE WITH ITEM 1.28 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS.
12. ALL SURVEYING REQUIRED FOR CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER SHALL PROVIDE THE PROPERTY CORNERS AND TWO BENCHMARKS FOR USE AS HORIZONTAL AND VERTICAL DATUM. THE CONTRACTOR SHALL EMPLOY A REGISTERED PROFESSIONAL LAND SURVEY TO PERFORM ALL ADDITIONAL SURVEY, LAYOUT AND MEASUREMENT WORK NECESSARY FOR THE COMPLETION OF THE PROJECT. THE COSTS ASSOCIATED WITH THE CONSTRUCTION STAKING SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
13. THE CONTRACTOR SHALL PROTECT ALL PROPERTY CORNER MARKERS AND BENCHMARKS. 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.
14. ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE DIRECTED BY THE GOVERNING AUTHORITIES AND/OR OWNER.
15. AT NIGHT AND DURING ALL PERIODS OF TIME WHEN EQUIPMENT IS NOT BEING ACTIVELY USED FOR THE CONSTRUCTION WORK, THE CONTRACTOR SHALL PARK THE EQUIPMENT AT LOCATIONS WHICH ARE APPROVED BY THE OWNER. 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 BARRIAGES, MARKERS, AND LIGHTS TO PROTECT THE OWNER, THE GOVERNING AUTHORITIES, AND THE PUBLIC. ALL BARRIAGES, LIGHTS, AND MARKERS MUST MEET THE REQUIREMENTS OF THE GOVERNING AUTHORITIES' REGULATIONS.
16. THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR PURCHASING WATER FROM THE GOVERNING AUTHORITY FOR USE ON THE PROJECT SITE. COST ASSOCIATED WITH THIS SERVICE SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
17. THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR THE INSTALLATION AND PURCHASING OF TEMPORARY ELECTRIC AND COMMUNICATION SERVICES FROM THE AVAILABLE PROVIDERS FOR HIS USE ON THE PROJECT SITE. COSTS ASSOCIATED WITH THIS SERVICE SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
18. 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.
19. PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH REPRESENTATIVES FROM ALL CONTRACTORS, THE ENGINEER, THE OWNER, AND THE GOVERNING AUTHORITY.
20. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER IF ANY DISCREPANCIES ARISE BETWEEN EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS.
21. THE CONTRACTOR SHALL KEEP THE SITE OF THE WORK AND ADJACENT PREMISES AS FREE FROM MATERIAL, DEBRIS AND RUBBISH AS IS PRACTICABLE. THE CONTRACTOR SHALL REMOVE MATERIAL, DEBRIS, AND RUBBISH FROM ANY PORTION OF THE SITE IF, IN THE OPINION OF THE OWNER, SUCH MATERIAL, DEBRIS, AND RUBBISH CONSTITUTES A NUISANCE OR IS OBJECTIONABLE.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF EXISTING PAVED ROADS ADJACENT TO OR WITHIN THE SITE. COSTS ASSOCIATED WITH MAINTAINING THE CLEANLINESS OF EXISTING ROADS SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
23. 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. COSTS ASSOCIATED WITH DUST CONTROL SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
24. DUST CONTROL SHALL BE ACCOMPLISHED BY WATERING DRY, EXPOSED AREAS ON A REGULAR BASIS. SPRAYING OF PETROLEUM BASED OR TOXIC LIQUIDS FOR THIS IS PROHIBITED.
25. THE CONTRACTOR SHALL CLEAN UP ALL PARTS OF THE WORK BEFORE ACCEPTANCE BY THE OWNER. 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.
26. 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 WRITTEN AUTHORITY AND PRIOR AGREEMENT IN WRITING AS TO PHASES, SHALL BE AT THE CONTRACTOR'S RISK AND WILL BE CONSIDERED UNAUTHORIZED, AND THE OWNER OR THE OWNER 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 OWNER, THE OWNER 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 TO OR BECOME DUE TO THE CONTRACTOR.
27. THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF THE INSTALLATION OF ALL MATERIALS AND SYSTEMS COVERED BY THE PROJECT CONTRACT DOCUMENTS. THE COMPLETE SET OF "RECORD DRAWINGS" MUST BE DELIVERED TO THE OWNER AND/OR ENGINEER BEFORE REQUESTING FINAL PAYMENT.
28. ALL MATERIALS TO BE REMOVED FROM THE SITE INCLUDED, 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. CONTRACTOR SHALL ALSO COMPLY WITH ALL APPLICABLE LAWS GOVERNING SPILLAGE OF DEBRIS WHILE TRANSPORTING TO A DISPOSAL SITE. COSTS ASSOCIATED WITH THE DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
29. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL HANDICAPPED ACCESSIBILITY REQUIREMENTS INCLUDING SIGNAGE, TEXTURES, COLORING, MARKINGS, AND SLOPES OF ADAPTS 2012 ACCESSIBLE ROUTES & RAMPS, AND PARKING SPACES.
30. ALL CONSTRUCTION MUST ADHERE TO THE TREE PRESERVATION REQUIREMENTS OF THE GOVERNING AUTHORITY.
31. INDIVIDUAL WATER AND SEWER SERVICES AND WATER VALVES SHALL BE MARKED IN ACCORDANCE WITH GOVERNING AUTHORITY REQUIREMENTS.
32. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES DURING CONSTRUCTION. THE PONDING OF WATER IN STREETS, DRIVES, TRENCHES, ETC. WILL NOT BE ALLOWED.
33. THE CONTRACTOR SHALL MAINTAIN EXISTING DRIVEWAYS ACCESS AT ALL TIME. THE CONTRACTOR MUST CEASE ALL CONSTRUCTION OPERATIONS IMMEDIATELY IN THE EVENT OF A SUSPECTED ARCHEOLOGICAL OBJECT/ARTIFACT IS UNCOVERED DURING CONSTRUCTION. THE CONTRACTOR MUST IMMEDIATELY CONTACT THE TEXAS HISTORICAL COMMISSION AND THE GOVERNING AUTHORITY. PROJECT WORK SHALL NOT COMMENCE UNTIL PROPER PERMITS ARE IN PLACE AND PROVIDED TO THE GOVERNING AUTHORITY.
- EXISTING FACILITIES AND UTILITIES NOTES:**
34. AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT," TEXAS ONE CALL SYSTEM MUST BE CONTACTED (800) 485-4848 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 OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON THE RECORDS AND/OR FIELD INFORMATION AVAILABLE AND ARE NOT GUARANTEED BY THE OWNER OR ENGINEER TO BE ACCURATE AS TO THE 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 SHOWN ON THE PLANS. ANY DAMAGE TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT HIS EXPENSE. TO AVOID UNNECESSARY INTERRUPTIONS OR DELAYS, THE CONTRACTOR SHALL COORDINATE ALL UTILITY REMOVALS, REPLACEMENTS AND CONSTRUCTION WITH THE APPROPRIATE GOVERNING AUTHORITIES. THE OWNER WILL NOT BE LIABLE FOR DAMAGES DUE TO DELAY BECAUSE OF THE ABOVE. DIFFERENCES IN HORIZONTAL OR VERTICAL LOCATIONS OF EXISTING UTILITIES SHALL NOT BE BASIS FOR ADDITIONAL COMPENSATIONS TO THE CONTRACTOR.
35. 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 OR DISCREPANCIES.
36. ALL FENCES AND LANDSCAPING ENCOUNTERED AND REMOVED DURING CONSTRUCTION, EXCEPT THOSE DESIGNATED TO BE REMOVED OR RELOCATED, SHALL BE RESTORED TO THE ORIGINAL (OR BETTER) 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 AMOUNT.

STORMWATER POLLUTION PREVENTION PLAN AND EROSION CONTROL NOTES:

1. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE CONDITIONS OF THE S.W.P.P.P. AND T.C.E.O. WHILE CONDUCTING HIS ACTIVITIES ON THE PROJECT.
2. ALL AREAS DISTURBED BY CHANNEL EXCAVATION SHALL BE REVEGETATED AS SET FORTH IN THE S.W.P.P.P., WHICH WAS PREPARED SPECIFICALLY FOR THIS PROJECT, OR OTHERWISE PROTECTED AGAINST EROSION BY THE USE OF RIP RAP, GABIONS, OR GEOTEXTILES.
3. THE GENERAL CONTRACTOR, AS THE T.C.E.Q. DEFINED "OPERATOR," SHALL PERFORM ALL REQUIRED INSPECTIONS OF STORM WATER CONTROLS AND PRACTICES AT FREQUENCIES OUTLINED IN THE T.P.D.E.S. GENERAL PERMIT AND SHALL FILL OUT APPROPRIATE INSPECTION FORMS (AS PROVIDED IN THE S.W.P.P.P.).
4. THE CONTRACTOR SHALL MODIFY THIS PLAN TO SHOW LOCATIONS OF TEMPORARY WASHDOWN AREA, PORTABLE TOILETS, EQUIPMENT MAINTENANCE/REPAIR AREAS, STOCKPILE AREAS, FUEL STORAGE AREAS, ETC. AND POLLUTANT CONTROLS FOR EACH.
5. ALL PRIVATE HAUL ROADS AND ACCESS ROUTES AND THE LOCATION OF ALL STAGING AREAS AND STORAGE AREAS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. 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 AREAS, AND STORAGE AREAS SHALL BE RESTORED TO CONDITION EQUAL TO OR BETTER THAN THE CONDITION AT THE TIME THE CONTRACTOR COMMENCES WORK ON THE PROJECT.
6. USE OF ON-SITE FUEL STORAGE TANKS IS DISCOURAGED. HOWEVER, IF USED, THE PREVENTION OF HAZARDS TO THE GROUND WATER IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR UTILIZING SAID STORAGE. SEE N.C.T.C.O.G. CONSTRUCTION BMP MANUAL SECTION 4 HAZARDOUS WASTE MANAGEMENT.
7. CONSTRUCTION ENTRANCES ARE TO BE INSTALLED AT ALL POINTS WHERE EQUIPMENT ENTERS OR LEAVES THE SITE. THE LOCATION OF SAME IS TO BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE.
8. THIS EROSION CONTROL PLAN IS A SUPPLEMENT TO THE S.W.P.P.P., PREPARED BY OTHERS. REFER TO THE S.W.P.P.P. FOR ADDITIONAL REQUIREMENTS.
9. ADDITIONAL EROSION CONTROL MEASURES MAY BE IMPLEMENTED BY THE CONTRACTOR AT HIS DISCRETION AT NO ADDITIONAL EXPENSE TO THE OWNER. THE ADDITION OR DELETION OF ANY EROSION CONTROL MEASURE MAY REQUIRE THAT THE S.W.P.P.P. BE MODIFIED IN ACCORDANCE WITH THE T.C.E.O.'S T.P.D.E.S. GENERAL PERMIT GUIDELINES.
10. PLANTING AND/OR SEEDING OF VEGETATED AREAS TO ACCOMPLISH STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH THE LANDSCAPING PLAN. AREAS BEYOND THE LIMITS OF THE LANDSCAPING PLAN (OR WHEN A LANDSCAPING PLAN DOES NOT EXIST) SHALL BE HYDROMULCHED WITH HIGHWAY MIX AND WATERED WITH TEMPORARY ABOVE GROUND IRRIGATION UNTIL THE VEGETATION IS ESTABLISHED.
11. THE CONTRACTOR SHALL ASSUME LIABILITY FOR DAMAGE TO ADJACENT PROPERTIES AND/OR PUBLIC RIGHT OF WAY RESULTING FROM FAILURE TO FULLY IMPLEMENT AND EXECUTE ALL EROSION CONTROL PROCEDURES SHOWN AND NOTED IN THESE PLANS.
12. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO USE WHATEVER MEANS ARE NECESSARY TO CONTROL AND LIMIT SILT AND SEDIMENT LEAVING THE SITE. SPECIFICALLY, THE CONTRACTOR SHALL PROTECT ALL PUBLIC STREETS, ALLEYS, STREAMS, STORM DRAIN SYSTEMS AND INLETS FROM EROSION DEPOSITS.
13. EROSION CONTROLS TO REMAIN IN PLACE AND TO BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED.
14. SILT FENCES SHALL BE PLACED AROUND ANY STOCKPILES USED ON THE SITE.
15. ALL TEMPORARY EROSION CONTROL DEVICES (SILT FENCE, ETC.) SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF SITE WITHIN THIRTY DAYS AFTER STABILIZATION OF ALL DISTURBED SURFACES IS COMPLETE.
16. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES ALREADY IN PLACE. CONTRACTOR SHALL REMOVE AND REPLACE EROSION CONTROL AS NEEDED FOR CONSTRUCTION OR ACCESS. CONTRACTOR SHALL REPLACE ANY EROSION CONTROL MATERIALS AT THE END OF EACH WORKDAY IF SAID MATERIALS WERE REMOVED DURING THE DAY FOR EASE OF CONSTRUCTION OR ACCESS.
17. EROSION CONTROL MEASURES MAY ONLY BE PLACED IN FRONT OF INLETS OR IN CHANNELS, DRAINAGEWAYS OR BORROW DITCHES AT RISK OF CONTRACTOR. CONTRACTOR SHALL REMAIN LIABLE FOR ANY DAMAGE CAUSED BY MEASURES, INCLUDING FLOODING DAMAGE WHICH MAY OCCUR DUE TO CHANGES AT THE CONCLUSION OF ANY PROJECT. ALL CHANNELS, DRAINAGEWAYS AND BORROW DITCHES IN THE WORK ZONE SHALL BE DREDGED OF ANY SEDIMENT GENERATED BY THE PROJECT OR DEPOSITED AS A RESULT OF EROSION CONTROL MEASURES.
18. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY THE GOVERNING AUTHORITIES.
19. DISTURBED AREAS ON THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY CEASED SHALL BE PERMANENTLY PLANTED AND/OR SEEDED WITHIN 14 DAYS.
20. DISTURBED AREAS ON THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR AT LEAST 14 DAYS SHALL BE TEMPORARILY PLANTED AND/OR SEEDED AND WATERED.
21. ALL WASH WATER SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN WASH WATER POLLUTANTS AND STORM RUNOFF DISCHARGED FROM THIS SITE.
22. ALL VEHICLES SHALL BE CLEANED AT THE CONSTRUCTION EXIT POINT(S) BEFORE LEAVING THE SITE.
23. A CENTRALIZED PITWASH BASIN SHALL BE CONSTRUCTED ON-SITE FOR THE PURPOSE OF CONCRETE TRUCK WASHING. SEE N.C.T.C.O.G. CONSTRUCTION BMP MANUAL SECTION 4 CONCRETE WASTE MANAGEMENT.
24. THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SILT IN ANY STORM SEWER INLETS AND PIPES, AND ALONG SILT FENCES WITHIN 48 HOURS AFTER INSPECTION OF DEVICES REVEALS THE PRESENCE OF EXCESS SILTATION.
25. OIL AND GREASE ABSORBING MATERIALS SHALL BE READILY AVAILABLE ON-SITE AND SHALL BE PROMPTLY USED TO CONTAIN AND/OR CLEAN UP ALL FUEL OR CHEMICAL SPILLS OR LEAKS.
26. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED onto ADJACENT ROADWAYS BY ANY VEHICLES EXITING THE SITE SHALL BE CLEANED OR REMOVED IMMEDIATELY.
27. IF DIRT OR ROCK IS EXPORTED FROM THIS SITE, OR IF DIRT OR ROCK IS IMPORTED FROM AN OFF SITE BORROW LOCATION, THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR COMPLIANCE WITH ALL T.C.E.Q. STORM WATER REQUIREMENTS FOR THE REMOTE SITE. THE CONTRACTOR SHALL FURNISH THE OWNER WITH A COPY OF THE WRITTEN AGREEMENT WITH THE LANDOWNER OF THE REMOTE SITE INDICATING PERMITTING/PERMISSION AND EROSION CONTROL MEASURES WILL BE IMPLEMENTED THEREON.
28. 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 PILES, DRAINAGE SWALES, STAGING AREAS, DRIVEWAYS, BULBUE 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 CONTRACTOR'S MEANS AND METHODS, UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE/IRRIGATION DRAWINGS.

UTILITY NOTES:

65. ALL PIPE LENGTHS MEASURED FROM STATION TO STATION BASED ON THE CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
66. PIPE SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH GOVERNING AUTHORITY REQUIREMENTS.
67. THE CONTRACTOR SHALL NOT REMOVE, DISABLE OR DISRUPT EXISTING FIRE OR LIFE SAFETY SYSTEMS WITHOUT RECEIVING PRIOR WRITTEN PERMISSION FROM THE GOVERNING AUTHORITY.
68. FIRE HYDRANTS AND VALVES AS SHOWN ON THIS PLAN ARE SYMBOLIC ONLY. INSTALLATION OF SAME IS TO BE IN ACCORDANCE WITH THE DETAIL AND/OR AT THE STATIONS AS NOTED.
69. THE CONTRACTOR SHALL AVOID BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION, THE CONTRACTOR SHALL PROVIDE DESIGN AND AN EXCAVATION 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 GOVERNING AUTHORITY 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".
70. ALL TRENCH BACKFILL SHALL BE PER GOVERNING AUTHORITY REQUIREMENTS UNLESS OTHERWISE NOTED.
71. SEE WATER CONSTRUCTION DETAILS SHEET FOR CONSTRUCTION DETAILS.
72. ALL CLEAN-OUTS TO BE PROVIDED PER GOVERNING AUTHORITY REQUIREMENTS.
73. THE CONTRACTOR SHALL MAINTAIN EXISTING SANITARY SEWER AND WATER SERVICES AT ALL TIMES DURING CONSTRUCTION.
74. AT ALL LOCATIONS IN THE PROFILES WHERE SDR-26 PVC PIPE IS SPECIFIED BENEATH WATER LINES, IT IS TO BE BACK FILLED WITH CEMENT STABILIZED SAND AS REQUIRED BY T.C.E.Q. REGULATION 217.53 (d) (3) FOR A DISTANCE OF 10' EITHER SIDE OF THE WATER LINE. AT OTHER LOCATIONS WHERE SDR-26 IS SPECIFIED, IT IS TO BE BACKFILLED AS NOTED.
75. ANY CONNECTION TIE-IN TO AN EXISTING MANHOLE MUST BE CORED.
76. ALL CURVED STORM DRAIN IS TO BE CONSTRUCTED WITH RADIUS PIPE OR BY METHOD OF PULLED JOINTS AND IS TO HAVE ALL JOINTS GROUTED, AS NECESSARY. IT SHALL BE THE CONTRACTORS OPTION AS TO WHICH METHOD TO USE. THERE SHALL BE NO SEPARATE PAV.
77. AFTER COMPLETION OF ALL STORM SEWER INSTALLATION, THE CONTRACTOR SHALL ENSURE THAT ALL DEBRIS AND SILT HAS BEEN REMOVED.

TRAFFIC CONTROL NOTES:

78. THE CONTRACTOR SHALL PREPARE ALL TRAFFIC CONTROL PLANS AND SUBMIT TO THE GOVERNING AUTHORITY PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMITS FOR WORK WITHIN THE GOVERNING AUTHORITY. THE PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE CURRENT EDITION OF THE TEXAS M.U.T.C.D. AND AS MODIFIED BY THE T.X.D.O.T. SUPPLEMENT TO THE M.U.T.C.D. THE PLAN SHALL ADDRESS THE REQUIREMENTS FOR ALL SIGNS, BARRICADES, FLAGMEN, SIGNAL, PAVEMENT MARKINGS, LIGHTS, HOURS OF CONSTRUCTION, AND OTHER DEVICES AS NECESSARY FOR SAFE TRAFFIC CONTROL. THE COSTS ASSOCIATED WITH THE PREPARATION AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- GRADING NOTES:**
79. IF ROCK IS ENCOUNTERED IN THE PAVEMENT SUBGRADE, REFER TO THE GEOTECHNICAL REPORT FOR RECOMMENDATIONS AND PROCEDURES. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO THIS CONTRACT.
80. 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.
81. THE SUBGRADE SHALL BE PROOF ROLLED AND OBSERVED BY THE CONSTRUCTION INSPECTOR PRIOR TO AND AFTER SUB-GRADE STABILIZATION.

PAVING NOTES:

82. THE PAVING CONTRACTOR SHALL BE REQUIRED TO CONSTRUCT STANDARD CURBS AT ALL STREET INTERSECTIONS
83. ALL CURB AND GUTTER SHALL BE INTEGRAL WITH THE CONCRETE PAVEMENT.
84. CONCRETE SEALANT TO BE PER THE GOVERNING AUTHORITY STANDARDS.

85. 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 GOVERNING AUTHORITY. 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.
86. TYPICAL PAVEMENT SECTION IS TO TRANSITION FROM CROWN SECTION TO TRANSVERSE SECTION WITHIN A DISTANCE OF 50' OF WHERE A VALLEY GUTTER CROSSES A STREET INTERSECTION.

ABBREVIATIONS

APPROX	APPROXIMATELY	N/A	NOT APPLICABLE
ASPH	ASPHALT	NG	NATURAL GROUND (EXISTING)
BC	BACK OF CURB	NPW	NON-POTABLE WATER
B-B	BACK TO BACK OF CURB	PC	POINT OF CURVATURE
BM	BENCHMARK	PCC	POINT OF COMPOUND CURVATURE
BW	BOTTOM OF WALL	PI	POINT OF INTERSECTION
CATV	CABLE TV	PVC	POST INDICATOR VALVE
CFS	CUBIC FEET PER SECOND	PL	PROPERTY LINE
CI	CURB INLET	PP	POWER POLE
CMF	CORRUGATED METAL PIPE	PRC	POINT OF REVERSE CURVATURE
CO	CLEANOUT	PROP	PROPOSED
COMM	COMMUNICATION	PBO	PROPOSED BY OTHERS
CONC	CONCRETE	PT	POINT OF TANGENCY
CONST	CONSTRUCT	PVC	POLYVINYL CHLORIDE PIPE
CL	CENTER LINE	PVMT	PAVEMENT
DCO	DOUBLE CLEANOUT	OCEW	ON CENTER EACH WAY
DE	DRAINAGE EASEMENT	OHE	OVERHEAD ELECTRIC
DI	DROP INLET	R	RADIUS
DIA	DIAMETER	RCB	REINFORCED CONCRETE BOX
DI	DUCTILE IRON PIPE	RCI	RECESSED CURB INLET
DW	DRAINAGE WATER	RCP	REINFORCED CONCRETE PIPE
EL	EXPANSION JOINT	RCCP	REINFORCED CONCRETE CYLINDRICAL PIPE
EJ	ELEVATION	REINF	REINFORCED
EMH	ELECTRIC MANHOLE	RL	RIDGE LINE
EP	EDGE OF PAVEMENT	ROW	RIGHT OF WAY
ESMT	EASEMENT	RT	RIGHT
EX	EXISTING	SF	SQUARE FEET
FC	FACE OF CURB	SD	STORM DRAIN
F-F	FACE TO FACE OF CURB	SQ	SQUARE
FFE	FINISH GRADE ELEVATION	SS	SANITARY SEWER
FG	FINISH GRADE	SSE	SANITARY SEWER EASEMENT
FH	FIRE HYDRANT	STA	STATION
FM	FORCE MAIN	SY	SQUARE YARD
FO	FIBER OPTICS	T	TELEPHONE
FP	FINISHED PAD	T	TOP OF CURB
FPS	FEET PER SECOND	TG	TOP OF GROUND
FL	FLOW LINE	TMH	TELEPHONE MANHOLE
FW	FIRE WATER	TOB	TOP OF BANK
G	GUTTER	TOS	TOE OF SLOPE
GI	GRATE INLET	TP	TOP OF PAVEMENT
GM	GAS METER	TPPE	TOP OF PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE	TW	TOP OF WALL
HDWL	HEAD WALL	TYP	TYPICAL
HMAC	HOT MIX ASPHALTIC CONCRETE	UE	UTILITY EASEMENT
HORIZ	HORIZONTAL	UGE	UNDERGROUND ELECTRIC
HP	HIGH POINT	VCP	VITRIFIED CLAY PIPE
HVAC	HEATING, VENTILATION AND AIR CONDITIONING	W	WATER
IRR	IRRIGATION	WE	WATER EASEMENT
JB	JUNCTION BOX	WL	WATER LINE
JT	JOINT	WM	WATER METER
LF	LINEAR FEET	WMH	WATER MANHOLE
LP	LOW POINT	WV	WATER VALVE
LS	LANDSCAPE ELEVATION	WW	WASTE WATER
LT	LEFT		
MH	MANHOLE		

LEGEND OF LINE STYLES

FENCE	_____ X _____
EX UG COMM LINE	___ - - - C _x - - -
EX OH ELECTRIC LINE	_____ E _x _____
EX UG ELECTRIC LINE	___ - - - E _x - - -
EX NATURAL GAS LINE	_____ G _x _____
EX SANITARY SEWER LINE	_____ SS _x _____
EX WATER LINE	_____ W _x _____
PROP OH COMM LINE	_____ C _____
PROP UG COMM LINE	___ - - - C - - -
PROP OH ELECTRIC LINE	_____ E _____
PROP UG ELECTRIC LINE	___ - - - E - - -
PROP NATURAL GAS LINE	_____ G _____
PROP SANITARY SEWER LINE	_____ SS _____
PROP WATER LINE	_____ W _____
EXISTING IRRIGATION CONTROL VALVE	⌘

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES
VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION



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RAUL M. ZAVALA	144856	10/02/2023
Type or Print Name	PE #	Date

SPRUCE

GENERAL CONSTRUCTION NOTES

ROANOKE, DENTON COUNTY, TEXAS



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE	PROJECT #	SHEET
DRAWN: AEJ	OCT 2023	BLC23002	C003
CHECKED: RMZ			



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST
48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

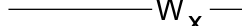
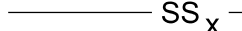
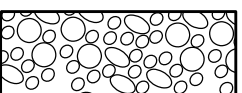
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES
VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

PROJECT BENCHMARKS

BM NO. 1
X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470
FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

BM NO. 2
X-CUT ON INLET, SOUTH SIDE OF FAIRWAY DRIVE, +/- 75 FEET
WEST OF CENTERLINE OF PARK DRIVE
ELEV. 647.97

LEGEND

EXISTING WATER LINE	
EXISTING SEWER LINE	
EXISTING GAS LINE	
EXISTING UG ELECTRIC LINE	
EXISTING COMMUNICATIONS LINE	
EXISTING OH ELECTRIC LINE	
EXISTING FENCE TO BE REMOVED	
EXISTING STREET LIGHT	
EXISTING FIRE HYDRANT	
EXISTING CONC CURB AND GUTTER TO BE REMOVED	
EXISTING RIPRAP	



0 40 80 120

GRAPHIC SCALE IN FEET

REV.	DATE	REMARKS

SPRUCE

EXISTING CONDITION & DEMOLITION PLANS

ROANOKE, DENTON COUNTY, TEXAS



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE	PROJECT #	SHEET
DRAWN: AEJ	OCT 2023	BLC23002	C101
CHECKED: RMZ			

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ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES
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PROJECT BENCHMARKS

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X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470
FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

BM NO. 2
X-CUT ON INLET, SOUTH SIDE OF FAIRWAY DRIVE, +/- 75 FEET
WEST OF CENTERLINE OF PARK DRIVE
ELEV. 647.97

EROSION CONTROL LEGEND

SEDIMENT BARRIER  SB SB

INLET PROTECTION

SURFACE FLOW ARROW

CONSTRUCTION
ENTRANCE / EXIT

TOTAL DISTURBED ACRES: 5.38

NOTES:

1. CONTRACTOR SHALL MATCH EXISTING GRADES WHEN COVERING (UTILITY/WATER/SEWER/GAS) LINES TO INSURE THEY DO NOT POND, ALTER, OR CHANNELIZE ANY STORM WATER.

2. EROSION CONTROL MEASURES MAY ONLY BE PLACED IN FRONT OF INLETS, IN CHANNELS, DRAINAGEWAYS OR BORROW DITCHES AT RISK OF CONTRACTOR.

3. CONTRACTOR SHALL REMAIN LIABLE FOR ANY DAMAGE CAUSED BY THE MEASURES, INCLUDING FLOODING DAMAGE WHICH MAY OCCUR DUE TO BLOCKED DRAINAGE. AT THE CONCLUSION OF ANY PROJECT, ALL CHANNELS, DRAINAGEWAYS AND BORROW DITCHES IN THE WORK ZONE SHALL BE OF THE SAME STANDARD GENERATED BY THE PROJECT, OR DEPOSITED AS A RESULT OF EROSION CONTROL MEASURES.

4. A LOCATION FOR MATERIALS STORAGE, WASHDOWN AND WASTE WILL BE DETERMINED IN THE FIELD.



0 40 80 120

GRAPHIC SCALE IN FEET

REV.	DATE	REMARKS

SPRUCE

EROSION & SEDIMENT CONTROL PLAN

ROANOKE, DENTON COUNTY, TEXAS



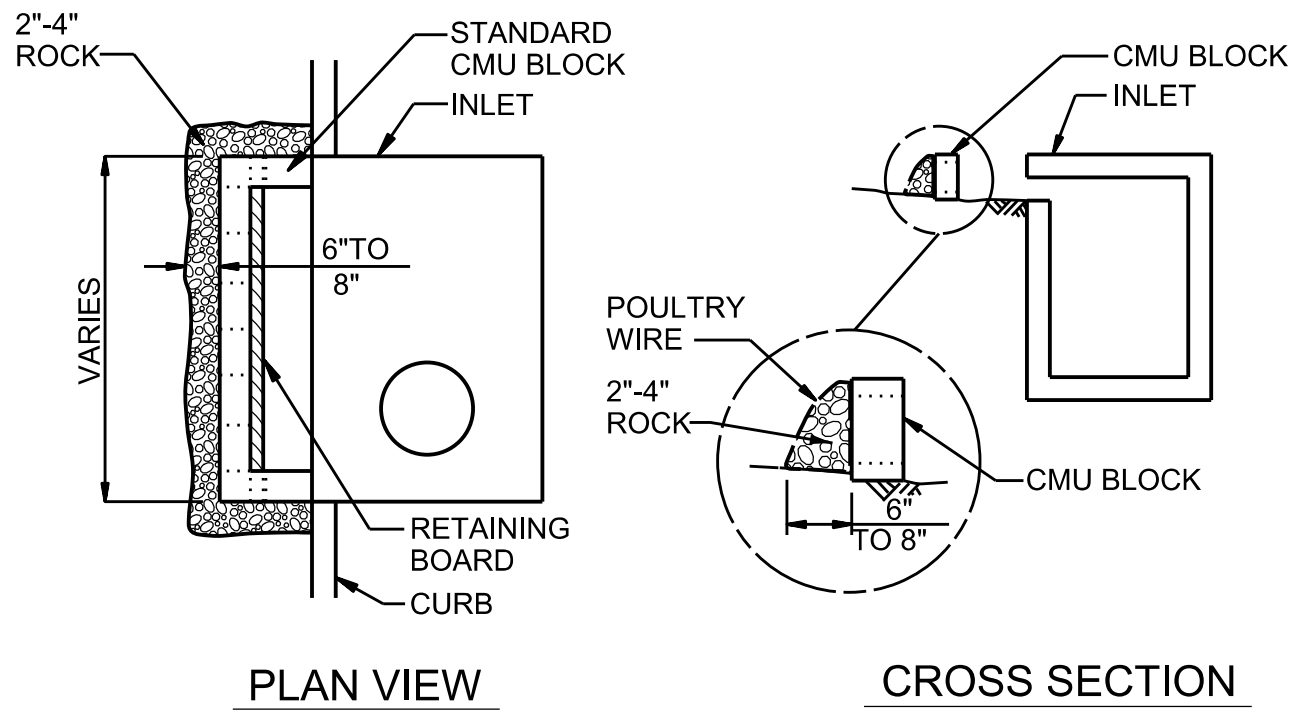
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE	PROJECT #	SHEET
DRAWN: AEJ	OCT 2023	BLC23002	C103
CHECKED: RMZ			

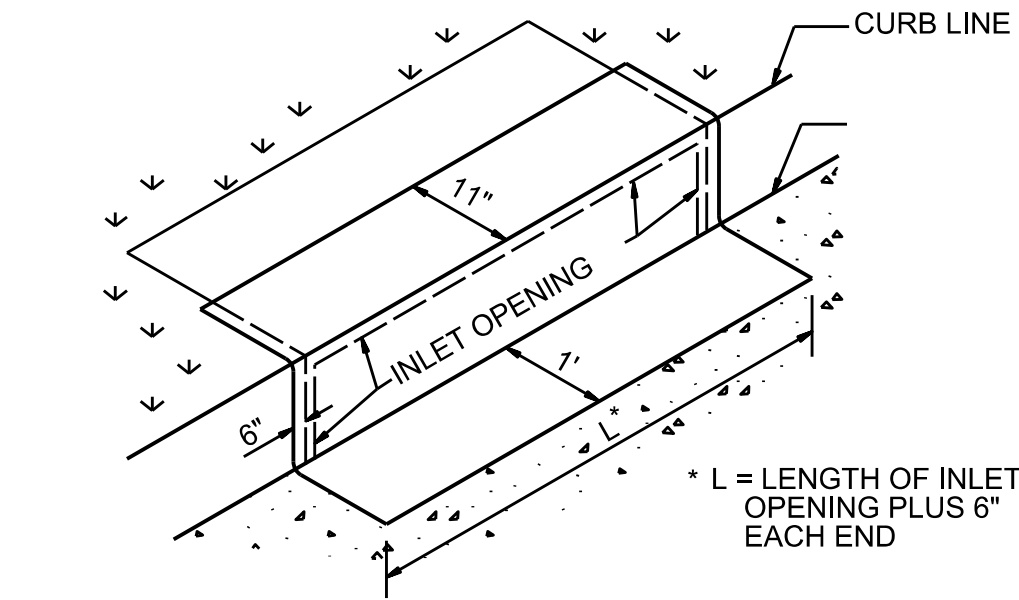
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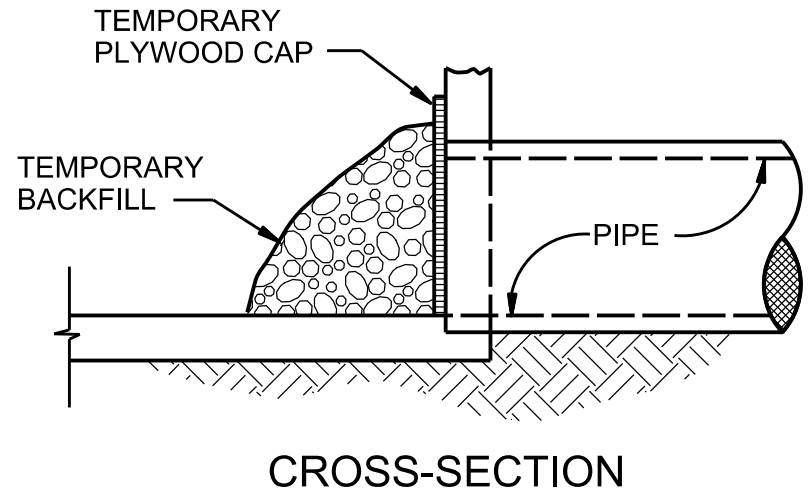


ALTERNATE 1
CURB INLET PROTECTION (STAGE TWO)
NO SCALE



- GENERAL NOTES
1. FRAME TO BE MADE OF 4 GAUGE GALVANIZED STEEL, 3"x8" SQUARE FOR SECTION ADJACENT TO FACE OF INLET, 4"x8" SQUARE FOR TOP AND BOTTOM SECTIONS.
 2. FILTER FABRIC TO BE TS 500 POLYFELT.
 3. CURB INLET PROTECTOR TO BE MANUFACTURED BY TEXAS ENVIRONMENTAL MANAGEMENT, INC. OR EQUAL. (ENGINEER TO APPROVE SUBSTITUTE PRIOR TO INSTALLATION.)

ALTERNATE 2
CURB INLET PROTECTION
(STAGE TWO)
NO SCALE



CURB INLET PROTECTION
(STAGE ONE)
NO SCALE

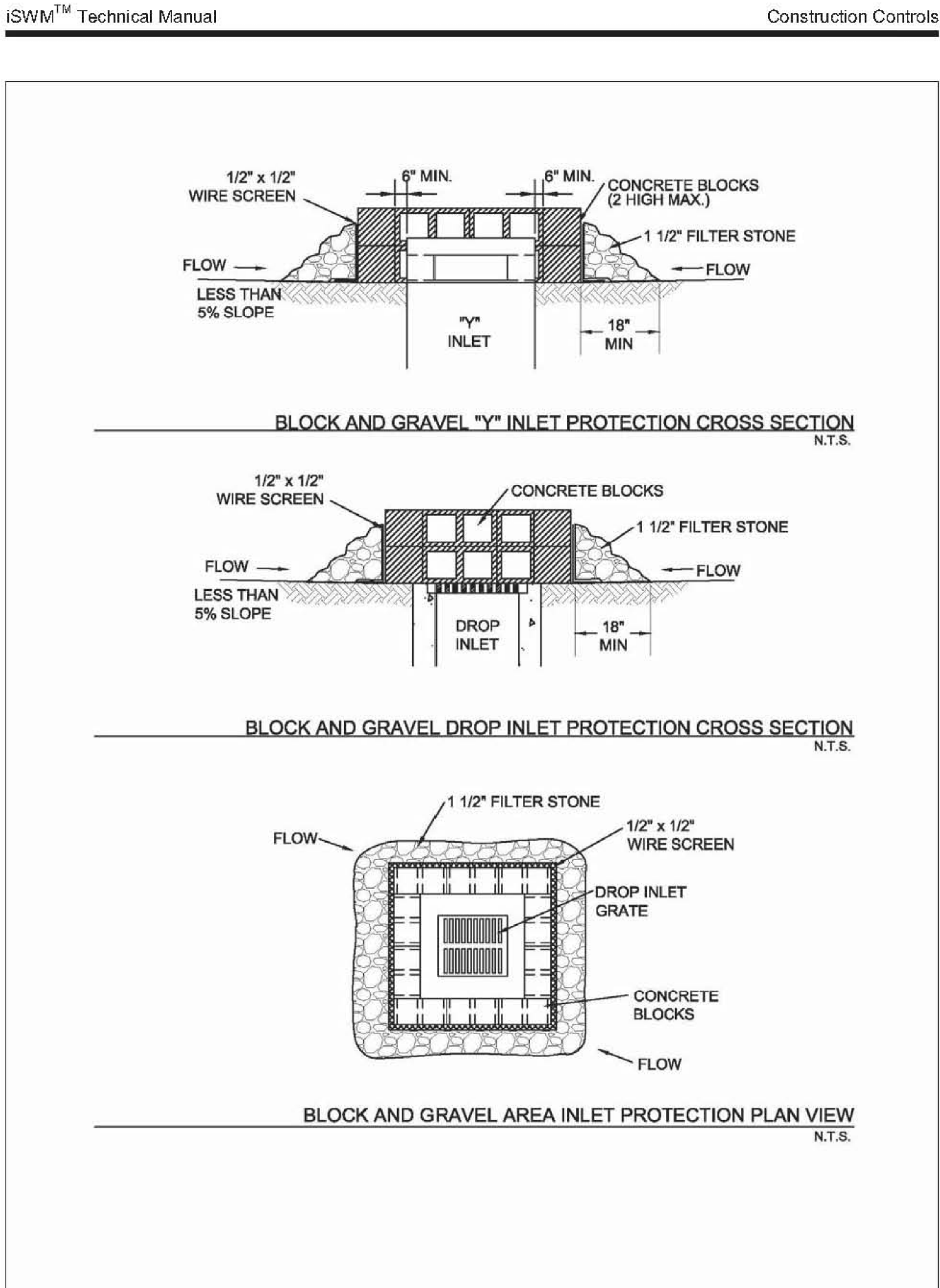
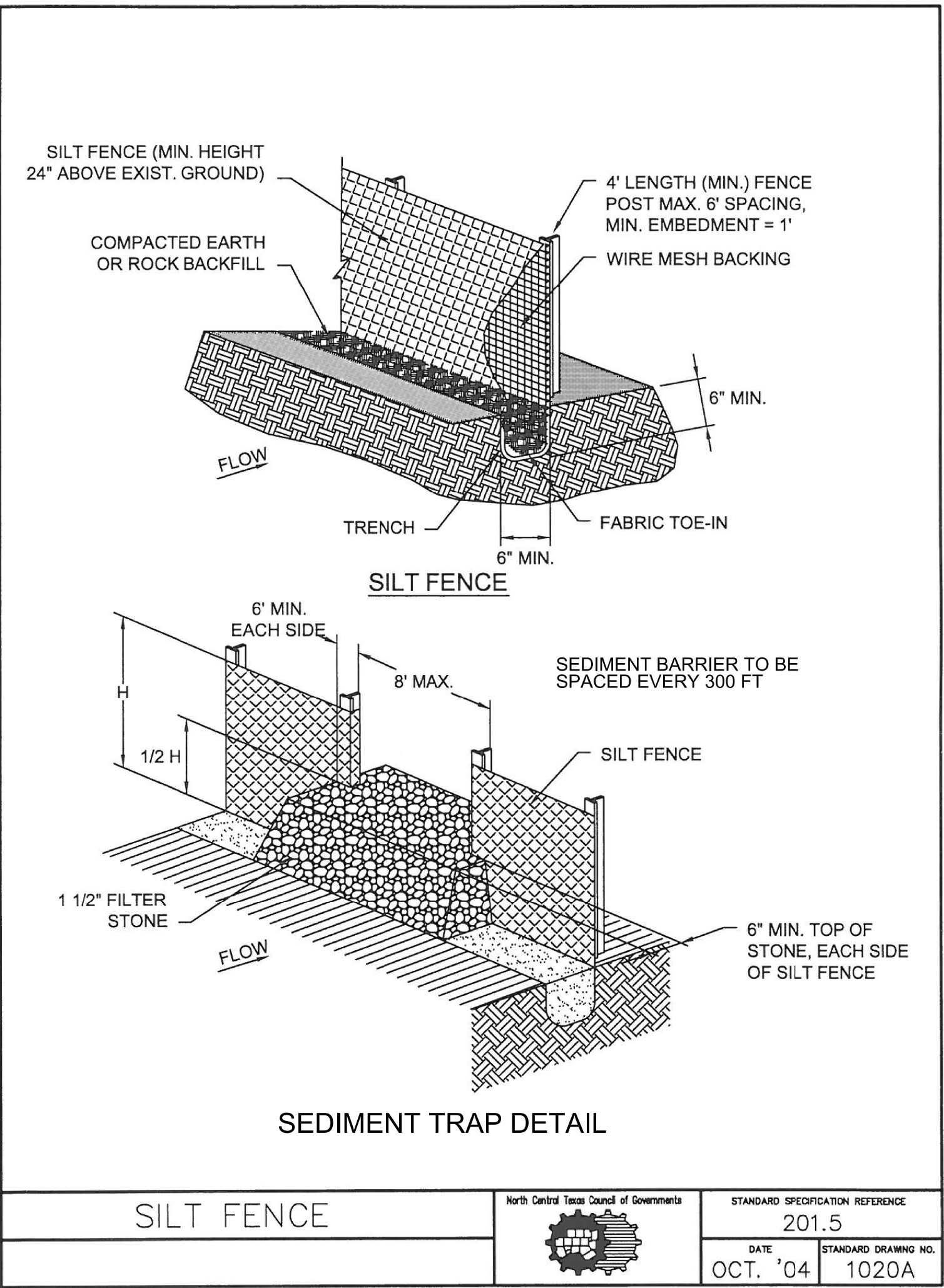


Figure 3.12 Schematics of Block and Gravel Area Inlet Protection
(Source: Modified from City of Plano BMP SP-4)

Inlet Protection
Revised 04/10

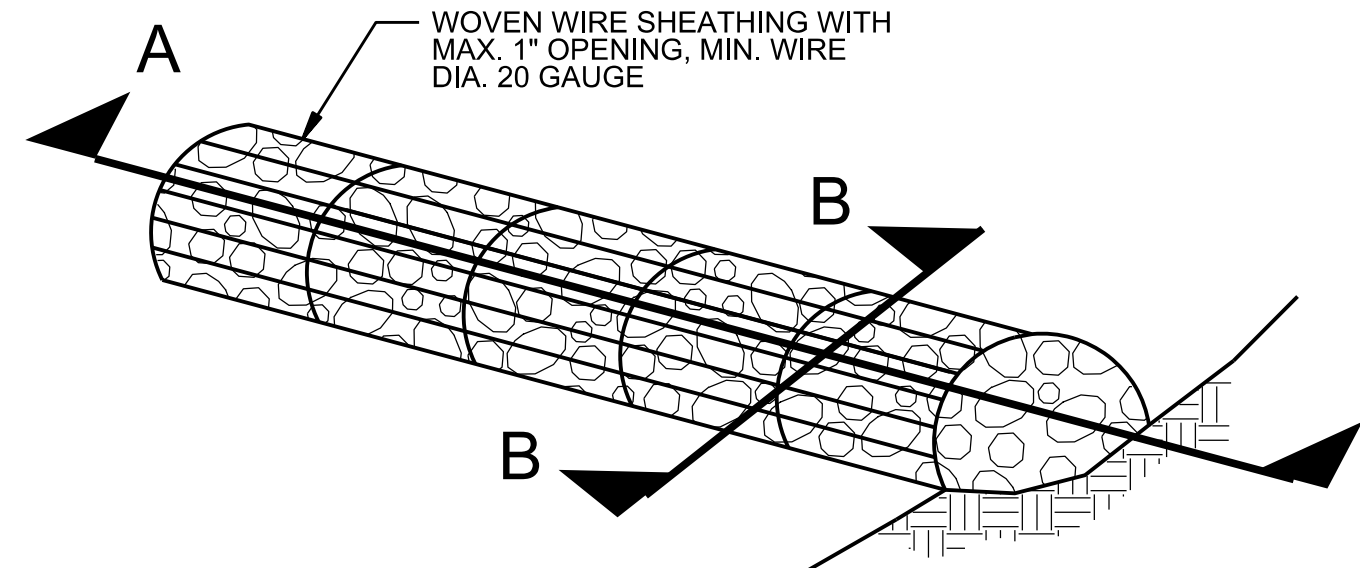
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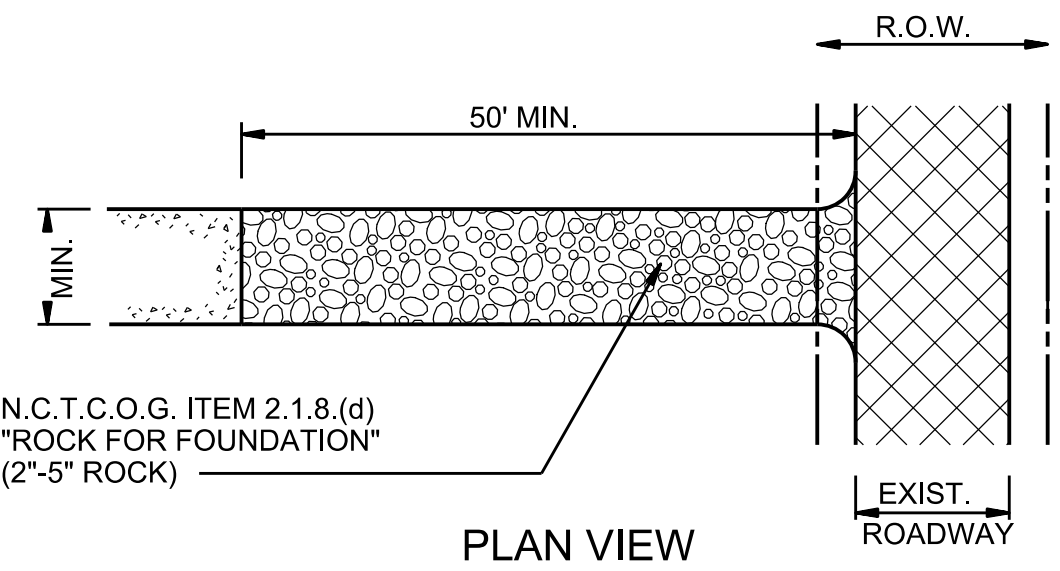
SILT FENCE



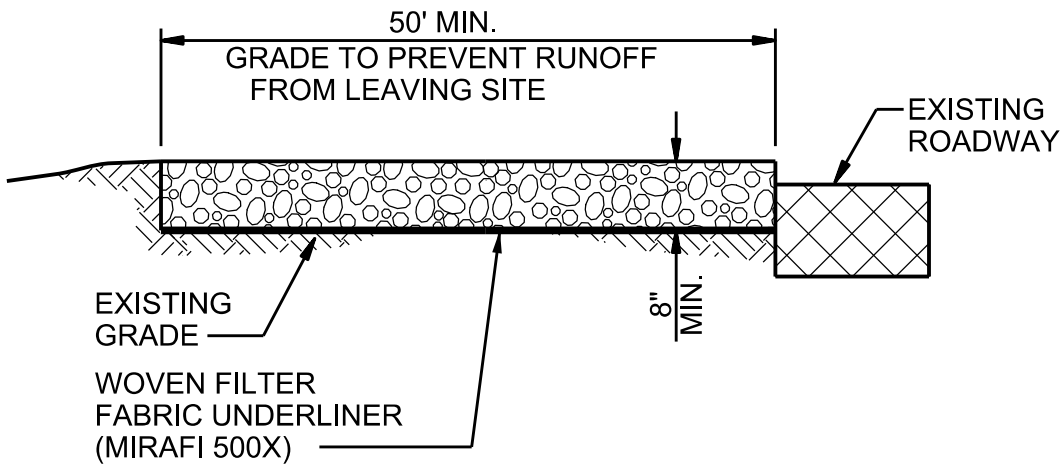
STANDARD SPECIFICATION REFERENCE	
201.5	
DATE	STANDARD DRAWING NO.
OCT. '04	1020A



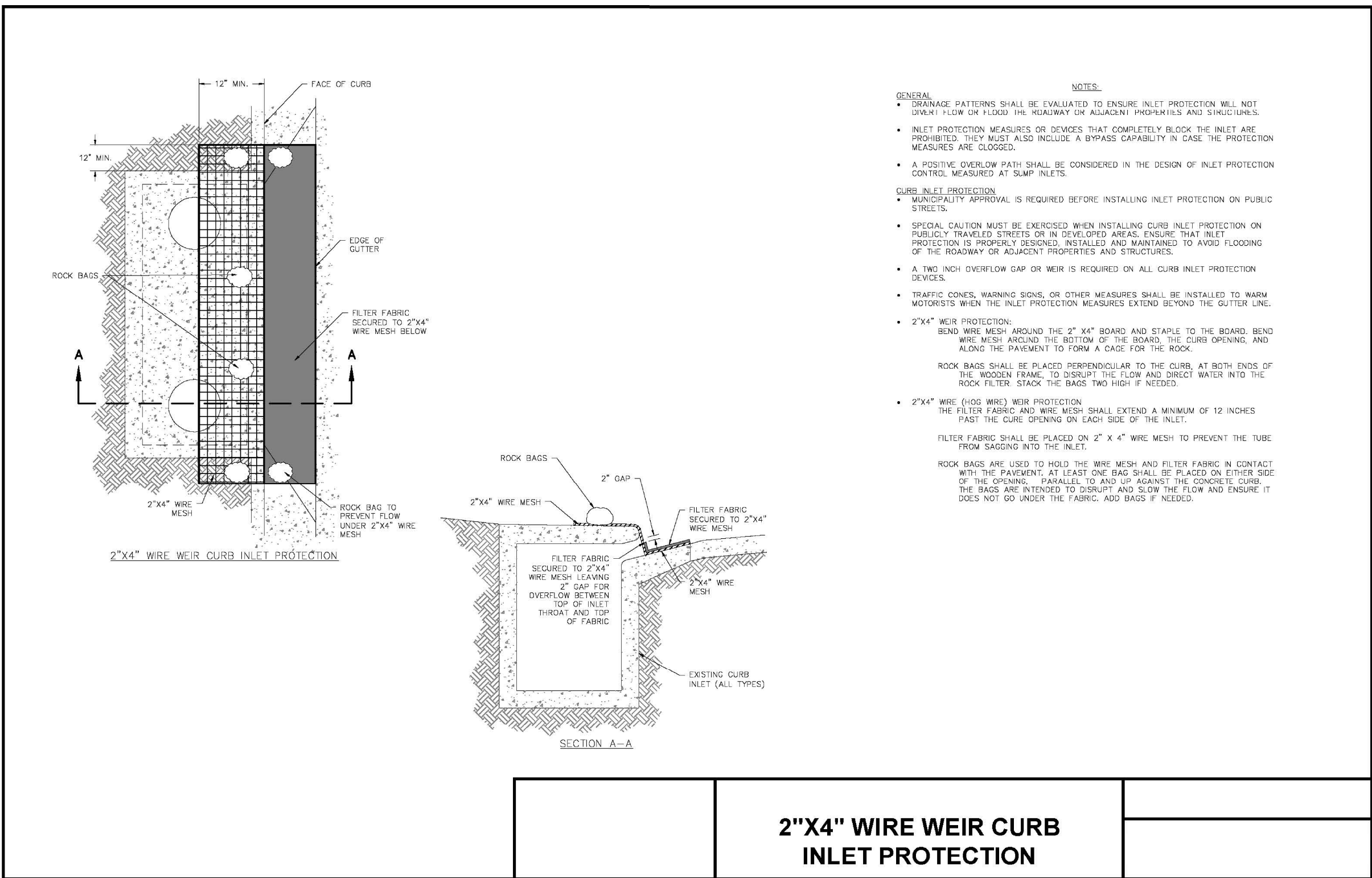
NOTE: REMOVE SILT WHEN DEPTH REACHES 6 INCHES



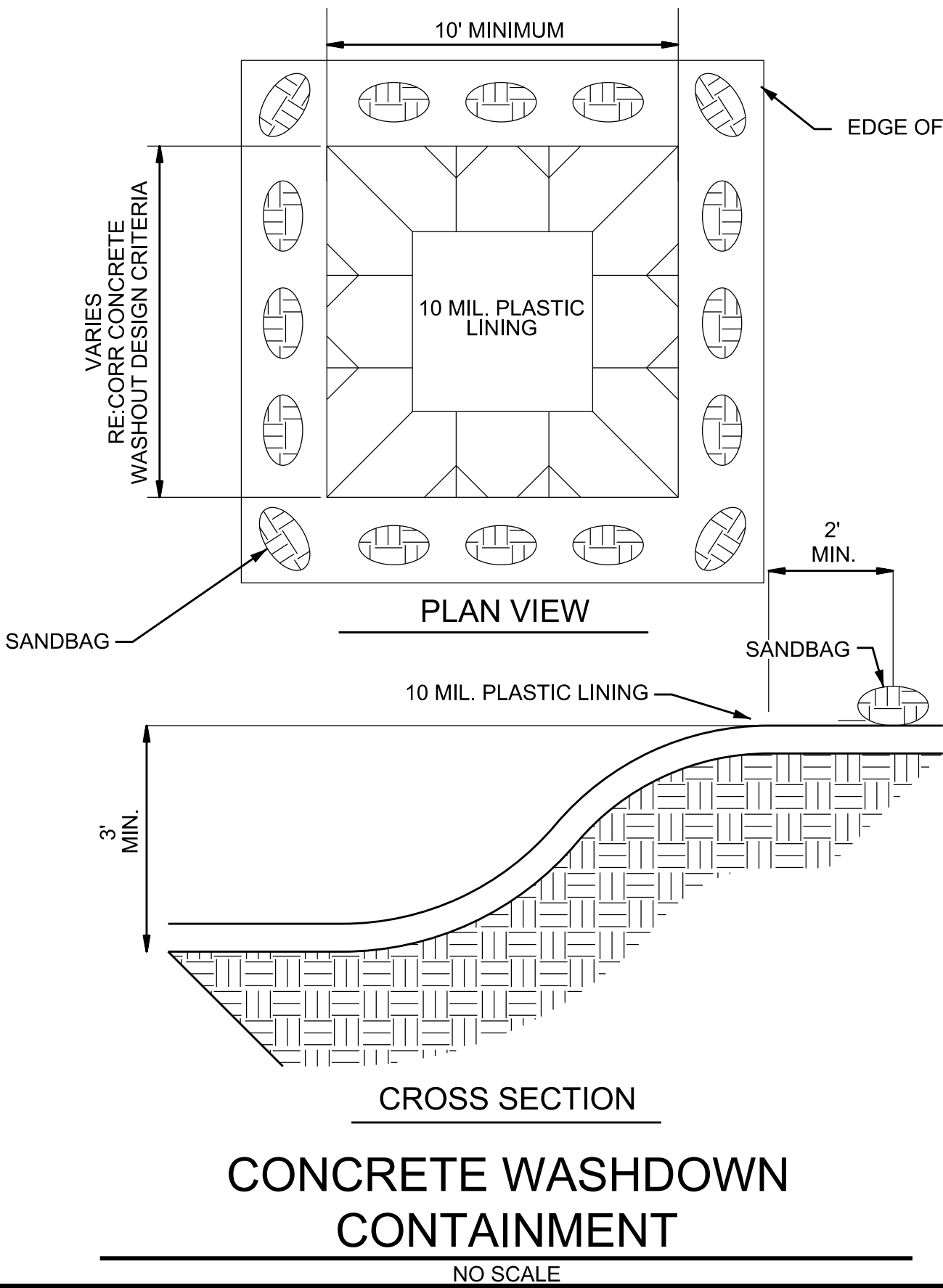
N.C.T.C.O.G. ITEM 2.1.8.(d)
"ROCK FOR FOUNDATION"
(2"-5" ROCK)



CONSTRUCTION ENTRANCE
NO SCALE



2"x4" WIRE WEIR CURB
INLET PROTECTION



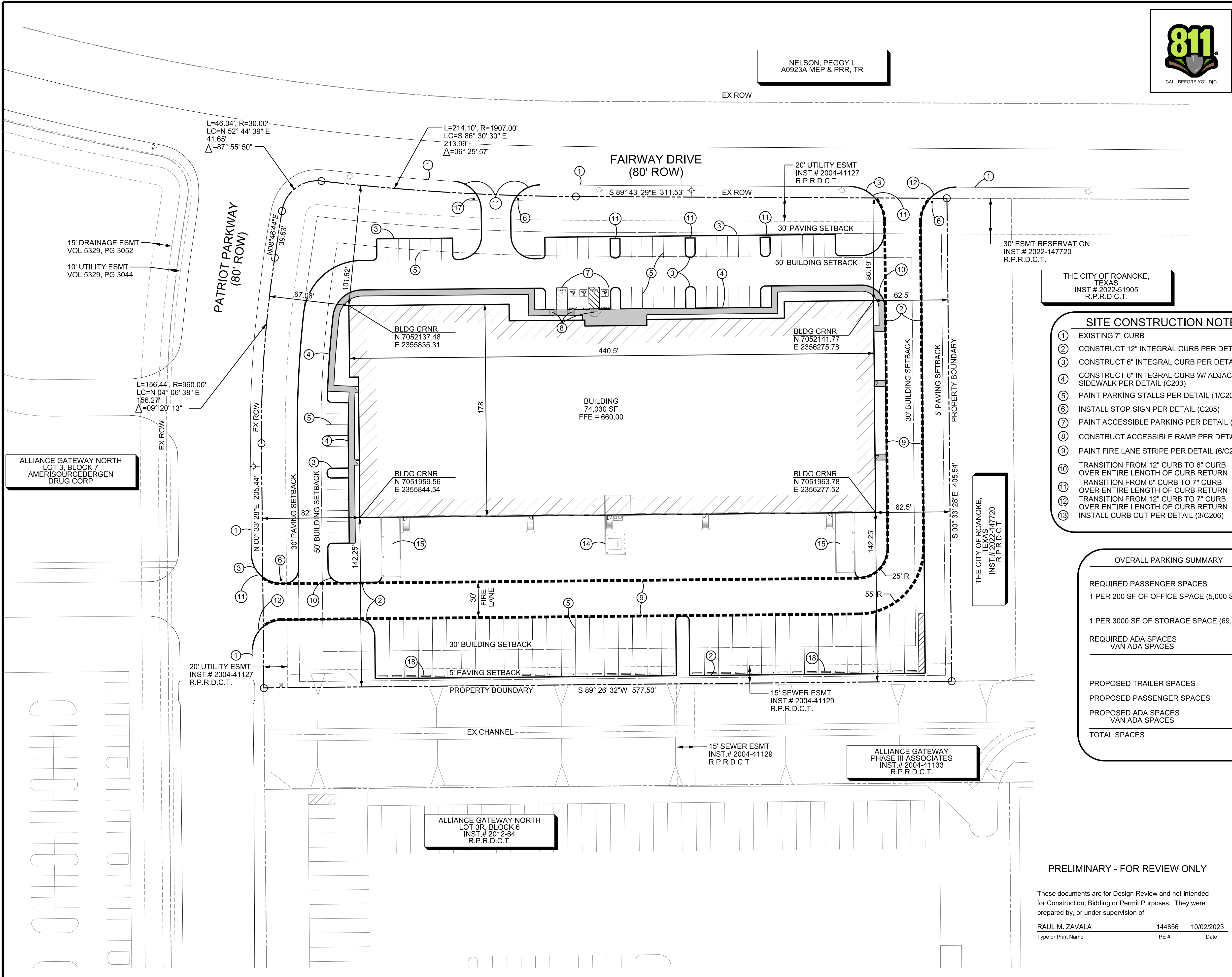
CONCRETE WASHDOWN
CONTAINMENT
NO SCALE

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RAUL M. ZAVALA 144856 10/02/2023
Type or Print Name PE # Date

REV.	DATE	REMARKS
SPRUCE		
EROSION & SEDIMENT CONTROL DETAILS		
ROANOKE, DENTON COUNTY, TEXAS		
PELOTON LAND SOLUTIONS		
9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO 12207		
DESIGNED: AEJ	DATE: OCT 2023	PROJECT #: BLC23002
DRAWN: AEJ		
CHECKED: RMZ		
		SHEET C402



NELSON, PEGGY L.
A0923A MEP & PRR, TR



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

PROJECT BENCHMARKS

BM NO. 1
X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470 FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

BM NO. 2
X-CUT ON INLET, SOUTH SIDE OF FAIRWAY DRIVE, +/- 75 FEET WEST OF CENTERLINE OF PARK DRIVE
ELEV. 647.97

THE CITY OF ROANOKE,
TEXAS
INST.# 2022-51905
R.P.R.D.C.T.

SITE CONSTRUCTION NOTES

- | | |
|--|--|
| 1 EXISTING 7" CURB | 14 INSTALL SCREEN WALL PER ARCHITECTURAL PLANS |
| 2 CONSTRUCT 12" INTEGRAL CURB PER DETAIL (8/C206) | 15 INSTALL TRUCK RAMP PER ARCHITECTURAL PLANS |
| 3 CONSTRUCT 6" INTEGRAL CURB PER DETAIL (8/C206) | 16 INSTALL CONC FLUMES PER ARCHITECTURAL PLANS |
| 4 CONSTRUCT 6" INTEGRAL CURB W/ ADJACENT SIDEWALK PER DETAIL (C203) | 17 MONUMENT SIGN |
| 5 PAINT PARKING STALLS PER DETAIL (1/C206) | 18 INSTALL WHEEL STOP PER DETAIL (2/C206) |
| 6 INSTALL STOP SIGN PER DETAIL (C205) | |
| 7 PAINT ACCESSIBLE PARKING PER DETAIL (7/C206) | |
| 8 CONSTRUCT ACCESSIBLE RAMP PER DETAIL (C203) | |
| 9 PAINT FIRE LANE STRIPE PER DETAIL (6/C206) | |
| 10 TRANSITION FROM 12" CURB TO 6" CURB OVER ENTIRE LENGTH OF CURB RETURN | |
| 11 TRANSITION FROM 6" CURB TO 7" CURB OVER ENTIRE LENGTH OF CURB RETURN | |
| 12 TRANSITION FROM 12" CURB TO 7" CURB OVER ENTIRE LENGTH OF CURB RETURN | |
| 13 INSTALL CURB CUT PER DETAIL (3/C206) | |
- | OVERALL PARKING SUMMARY | |
|---------------------------|----|
| PROPOSED TRAILER SPACES | 37 |
| PROPOSED PASSENGER SPACES | 56 |
| PROPOSED ADA SPACES | 3 |
| VAN ADA SPACES | 1 |
| TOTAL SPACES | 96 |

OVERALL PARKING SUMMARY

REQUIRED PASSENGER SPACES	48
1 PER 200 SF OF OFFICE SPACE (5,000 SF)	25
1 PER 3000 SF OF STORAGE SPACE (69,000)	23
REQUIRED ADA SPACES	3
VAN ADA SPACES	1

PROPOSED TRAILER SPACES	37
PROPOSED PASSENGER SPACES	56
PROPOSED ADA SPACES	3
VAN ADA SPACES	1
TOTAL SPACES	96

LEGEND

PROPOSED SIGN
PROPERTY LINE
FIRE LANE STRIPING
EX FIRE HYDRANT
EX LIGHT POLE



0 40 80 120
GRAPHIC SCALE IN FEET

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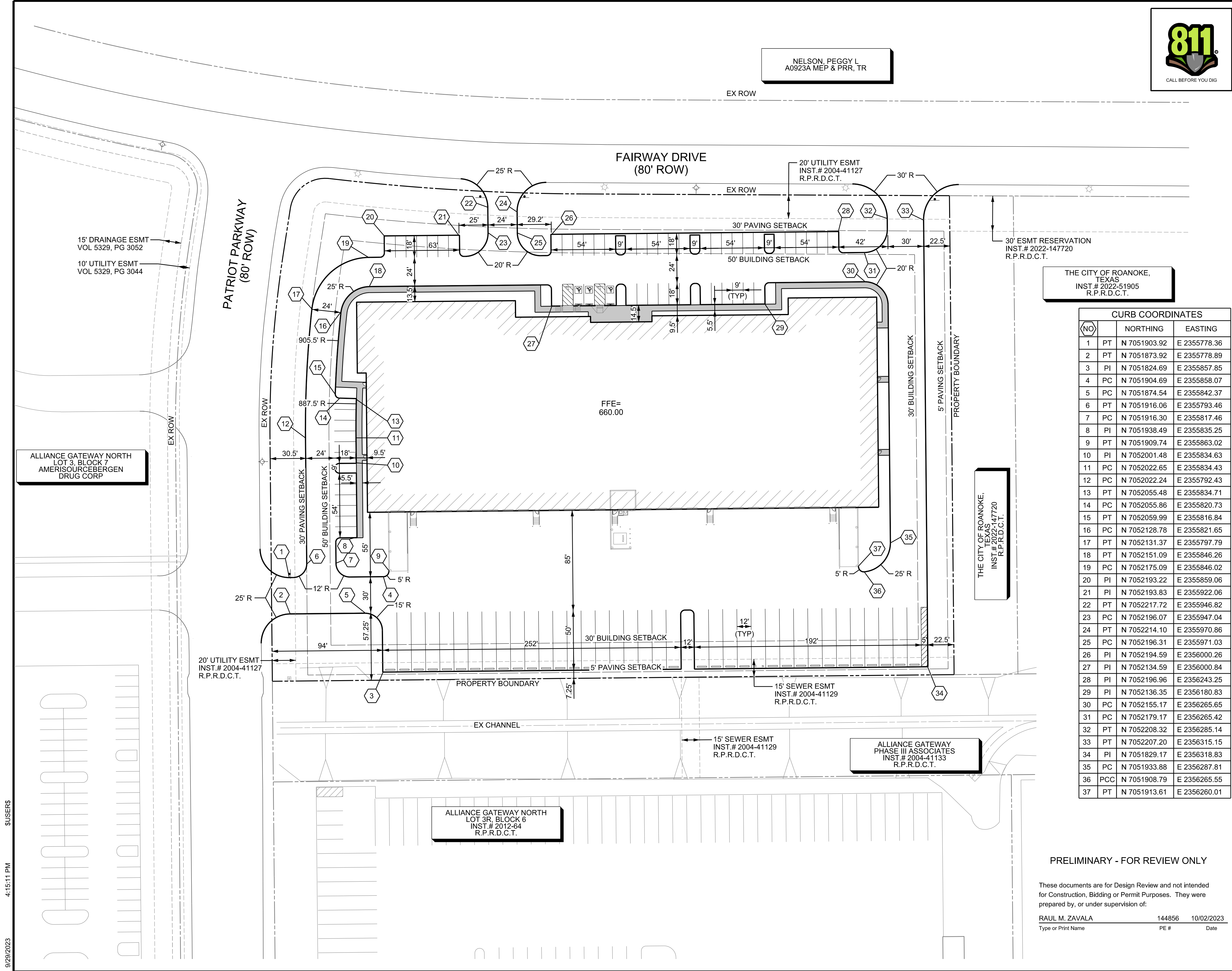
OVERALL SITE PLAN

ROANOKE, DENTON COUNTY, TEXAS



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED:	AEJ	DATE	PROJECT #	SHEET
DRAWN:	AEJ	OCT 2023	BLC23002	C201
CHECKED:	RMZ			



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

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TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

PROJECT BENCHMARKS

BM NO. 1
X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470 FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

BM NO. 2
X-CUT ON INLET, SOUTH SIDE OF FAIRWAY DRIVE, +/- 75 FEET WEST OF CENTERLINE OF PARK DRIVE
ELEV. 647.97

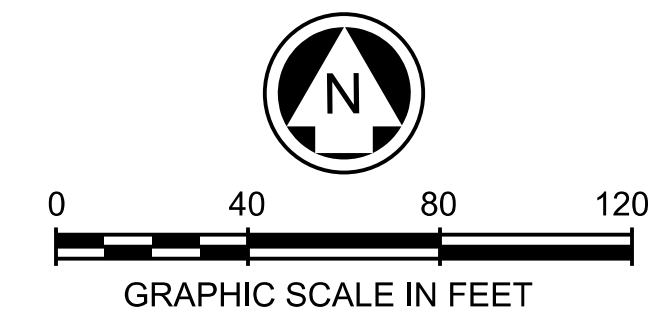
THE CITY OF ROANOKE, TEXAS
INST.# 2022-51905
R.P.R.D.C.T.

CURB COORDINATES			
(NO)		NORTHING	EASTING
1	PT	N 7051903.92	E 2355778.36
2	PT	N 7051873.92	E 2355778.89
3	PI	N 7051824.69	E 2355857.85
4	PC	N 7051904.69	E 2355858.07
5	PC	N 7051874.54	E 2355842.37
6	PT	N 7051916.06	E 2355793.46
7	PC	N 7051916.30	E 2355817.46
8	PI	N 7051938.49	E 2355835.25
9	PT	N 7051909.74	E 2355863.02
10	PI	N 7052001.48	E 2355834.63
11	PC	N 7052022.65	E 2355834.43
12	PC	N 7052022.24	E 2355792.43
13	PT	N 7052055.48	E 2355834.71
14	PC	N 7052055.86	E 2355820.73
15	PT	N 7052059.99	E 2355816.84
16	PC	N 7052128.78	E 2355821.65
17	PT	N 7052131.37	E 2355797.79
18	PT	N 7052151.09	E 2355846.26
19	PC	N 7052175.09	E 2355846.02
20	PI	N 7052193.22	E 2355859.06
21	PI	N 7052193.83	E 2355922.06
22	PT	N 7052217.72	E 2355946.82
23	PC	N 7052196.07	E 2355947.04
24	PT	N 7052214.10	E 2355970.86
25	PC	N 7052196.31	E 2355971.03
26	PI	N 7052194.59	E 2356000.26
27	PI	N 7052134.59	E 2356000.84
28	PI	N 7052196.96	E 2356243.25
29	PI	N 7052136.35	E 2356180.83
30	PC	N 7052155.17	E 2356265.65
31	PC	N 7052179.17	E 2356265.42
32	PT	N 7052208.32	E 2356285.14
33	PT	N 7052207.20	E 2356315.15
34	PI	N 7051829.17	E 2356318.83
35	PC	N 7051933.88	E 2356287.81
36	PCC	N 7051908.79	E 2356265.55
37	PT	N 7051913.61	E 2356260.01

LEGEND

PROPOSED SIGN

EX FIRE HYDRANT



REV.	DATE	REMARKS

SPRUCE

DIMENSIONAL CONTROL PLAN

ROANOKE, DENTON COUNTY, TEXAS



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE: OCT 2023	PROJECT #: BLC23002	SHEET: C202
DRAWN: AEJ			
CHECKED: RMZ			

PRELIMINARY - FOR REVIEW ONLY

These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under supervision of:

RAUL M. ZAVALA 144856 10/02/2023
Type or Print Name PE # Date

DESIGN CHARACTER

PROJECT FONTS, PAINTS & MATERIALS

The following illustrates the proposed paints, materials and fonts to be used throughout the project on signage and wayfinding. Final colors and materials are to be approved by client team prior to fabrication. Please Note RSM Design to be notified of any changes.

PAINTS

All paints to have Satin Finish unless otherwise specified. All painted surfaces are to be on aluminum.



P1 Matthews MPC0015 Polar White	P2 To Match Pantone 288 C	P3 To Match Pantone 300 C	P4 Matthews MP1938 Toyota Light Grey
---	---	---	--

VINYL

All materials to be provided as 8" x 8" sample or as part of a mock-up for approval.



V1 3M 680-40 Reflective White	V2 3M Vinyl To Match Pantone 300C	V3 3M 680-82 Ruby Red Reflective Vinyl
--	---	--

MATERIALS

All materials to be provided as 8" x 8" sample or as part of a mock-up for approval.



M1 Smooth Concrete

DRAWING FOR DESIGN INTENT ONLY; NOT INTENDED FOR CONSTRUCTION.
ALL SIGNS TO BE FABRICATED & INSTALLED PER APPROVED FABRICATOR SHOP DRAWINGS.

Aa

GOTHAM BOLD

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

1234567890

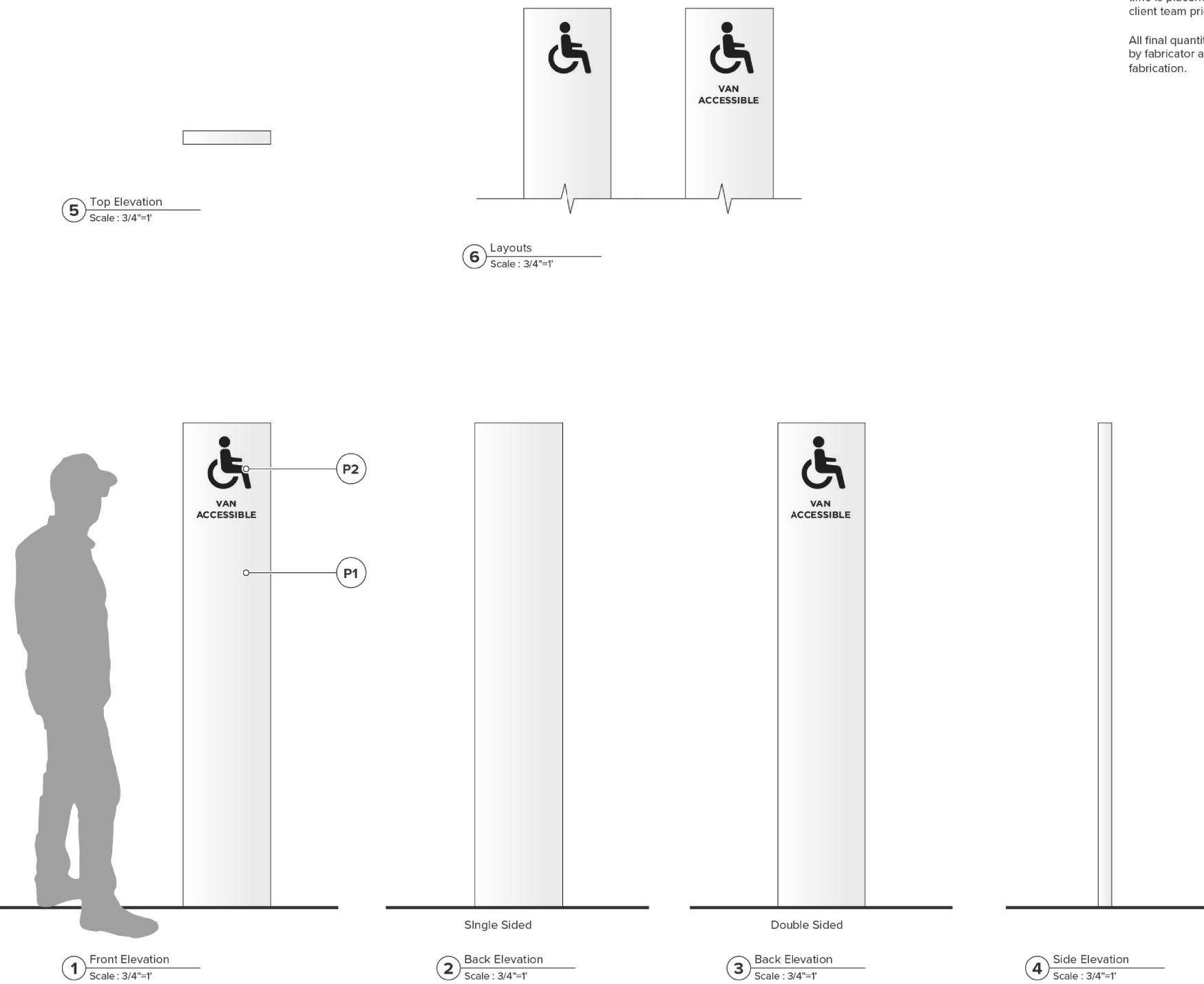
Fabricator shall submit 3 (three) set of sample and/or prototypes of each material, paint and vinyl call out listed on this sheet, minimum size 8"x 8" in size. All paint spray outs must be on aluminum.

Samples must be submitted to RSM in a time frame allowable for review of material, color and aesthetic compatibility to any existing adjacent materials.

RSM will review the samples and will keep one set as control samples throughout the fabrication process. RSM will send the other 2 sets back to the fabricator for distribution, one set for the fabricator to keep and one set to the client team.

If a color or material is not approved, the Fabricator must re-submit a new sample until it is approved by the team.

Project Fonts
Design Character

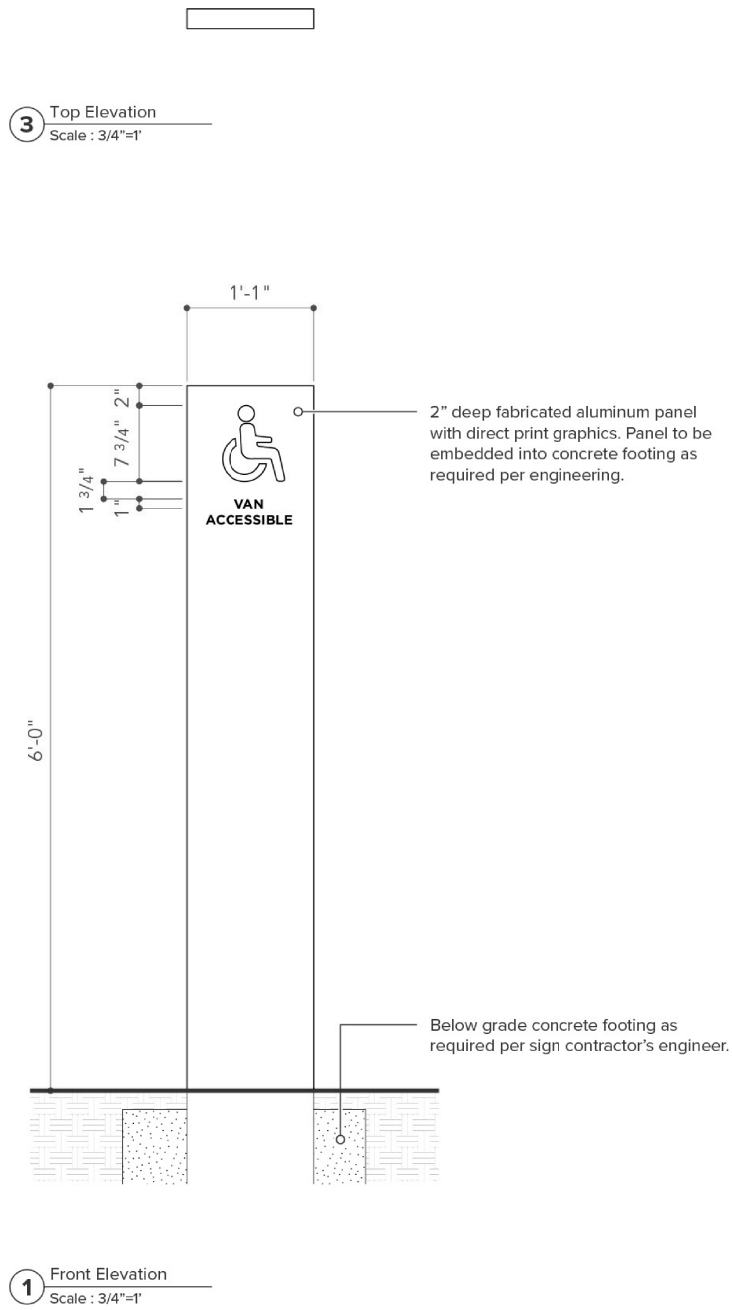


DRAWING FOR DESIGN INTENT ONLY; NOT INTENDED FOR CONSTRUCTION.
ALL SIGNS TO BE FABRICATED & INSTALLED PER APPROVED FABRICATOR SHOP DRAWINGS.

GENERAL NOTES

All copy and messaging currently shown at this time is placeholder only and is to be provided by the client team prior to fabrication.

All final quantities and locations are to be field verified by fabricator and approved by client team prior to fabrication.



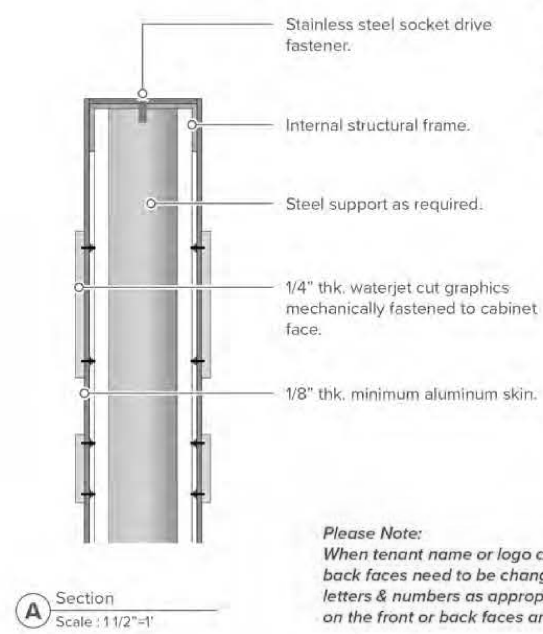
DRAWING FOR DESIGN INTENT ONLY; NOT INTENDED FOR CONSTRUCTION.
ALL SIGNS TO BE FABRICATED & INSTALLED PER APPROVED FABRICATOR SHOP DRAWINGS.

A1 | SIGN TYPE NAME
Color and Material

GENERAL NOTES

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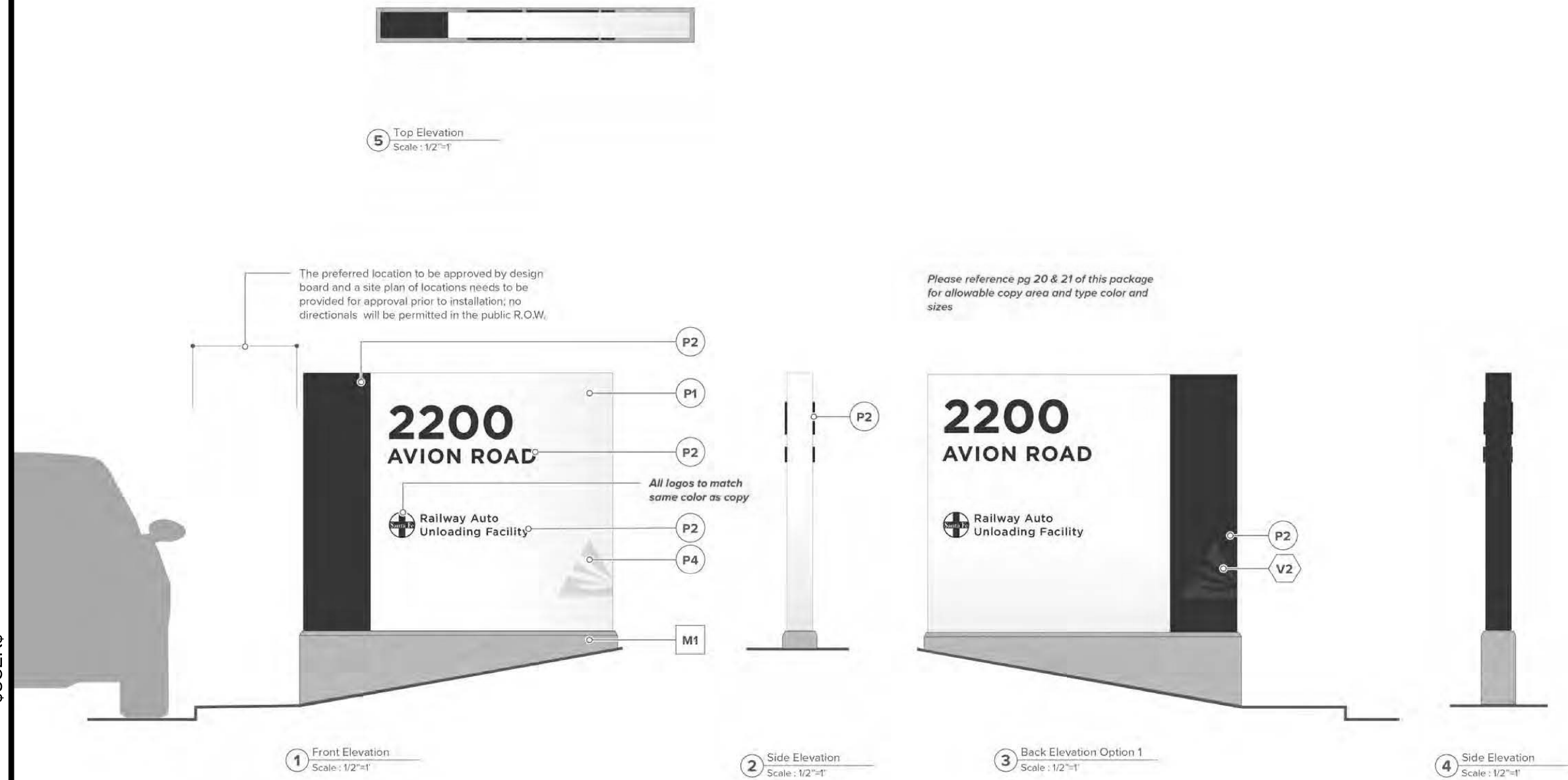
GENERAL NOTES

All copy and messaging currently shown at this time is placeholder only and is to be provided by the client team prior to fabrication.

All final quantities and locations are to be field verified by fabricator and approved by client team prior to fabrication.

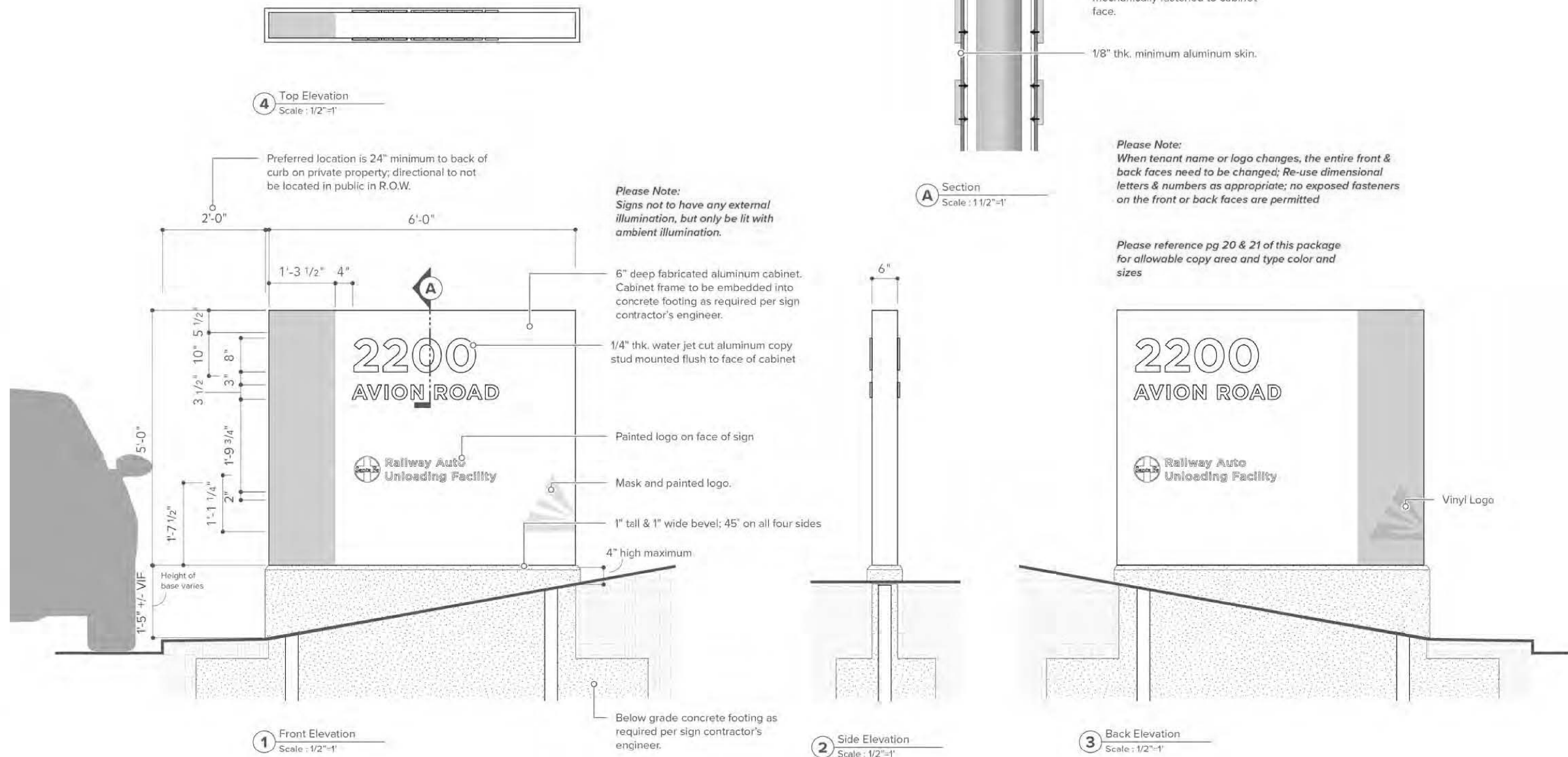
Please Note:
When tenant name or logo changes, the entire front & back faces need to be changed. Re-use dimensional letters & numbers as appropriate; no exposed fasteners on the front or back faces are permitted

Please reference pg 20 & 21 of this package for allowable copy area and type color and size



DRAWING FOR DESIGN INTENT ONLY; NOT INTENDED FOR CONSTRUCTION.
ALL SIGNS TO BE FABRICATED & INSTALLED PER APPROVED FABRICATOR SHOP DRAWINGS.

V5 | STREET ADDRESS IDENTITY - LOGO OPTION
Color and Material



DRAWING FOR DESIGN INTENT ONLY; NOT INTENDED FOR CONSTRUCTION.
ALL SIGNS TO BE FABRICATED & INSTALLED PER APPROVED FABRICATOR SHOP DRAWINGS.

V5 | STREET ADDRESS IDENTITY
Details

PRELIMINARY - FOR REVIEW ONLY

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RAUL M. ZAVALA	144856	10/02/2023
Type or Print Name	PE #	Date

REV.	DATE	REMARKS

SPRUCE

SITE DETAILS

ROANOKE, DENTON COUNTY, TEXAS



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO. 12207

DESIGNED: AEJ	DATE: OCT 2023	PROJECT #: BLC23002	SHEET: C204
DRAWN: AEJ			
CHECKED: RMZ			

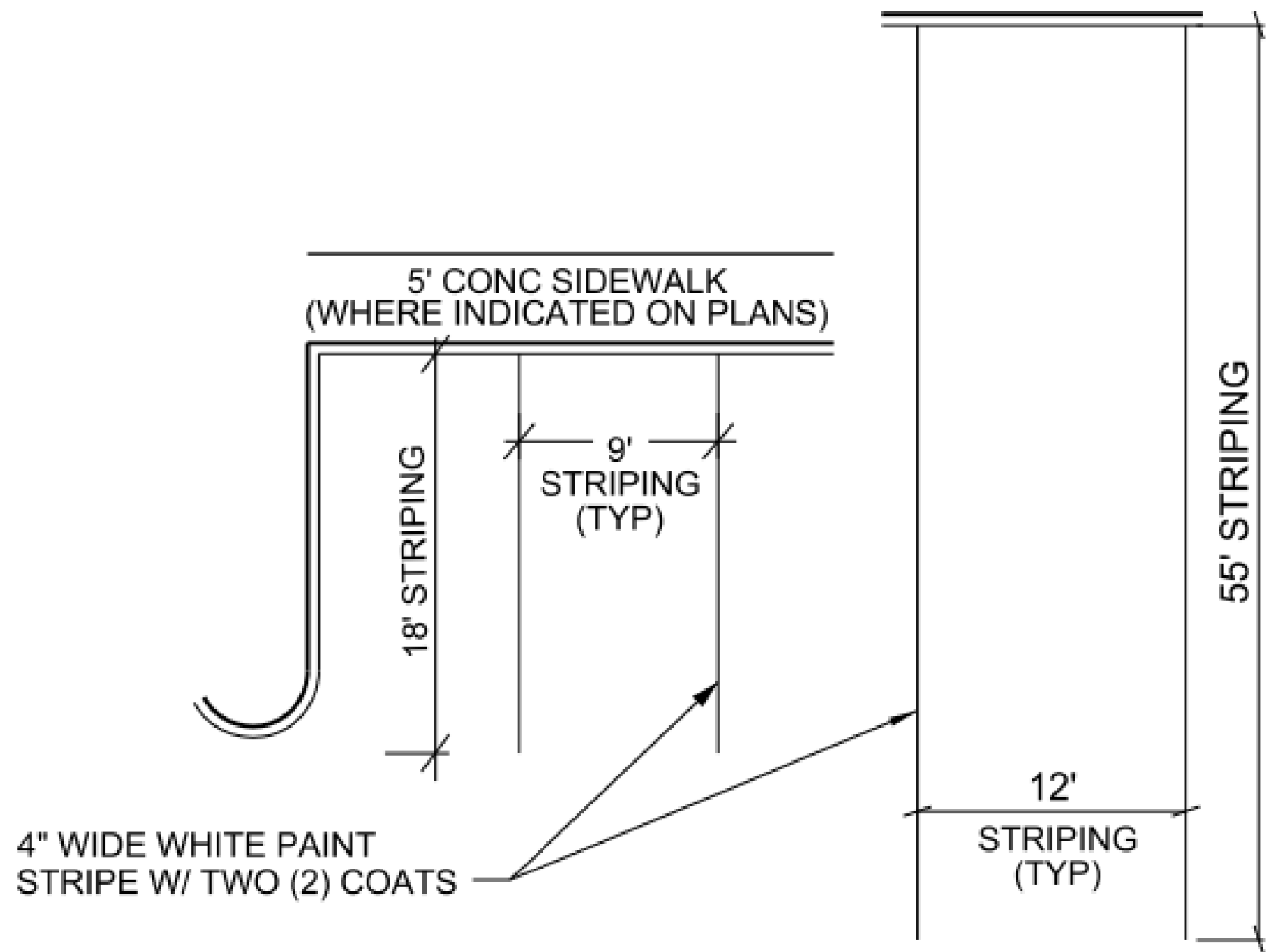
SUSERS\$

4:16:41 PM

9/29/2023

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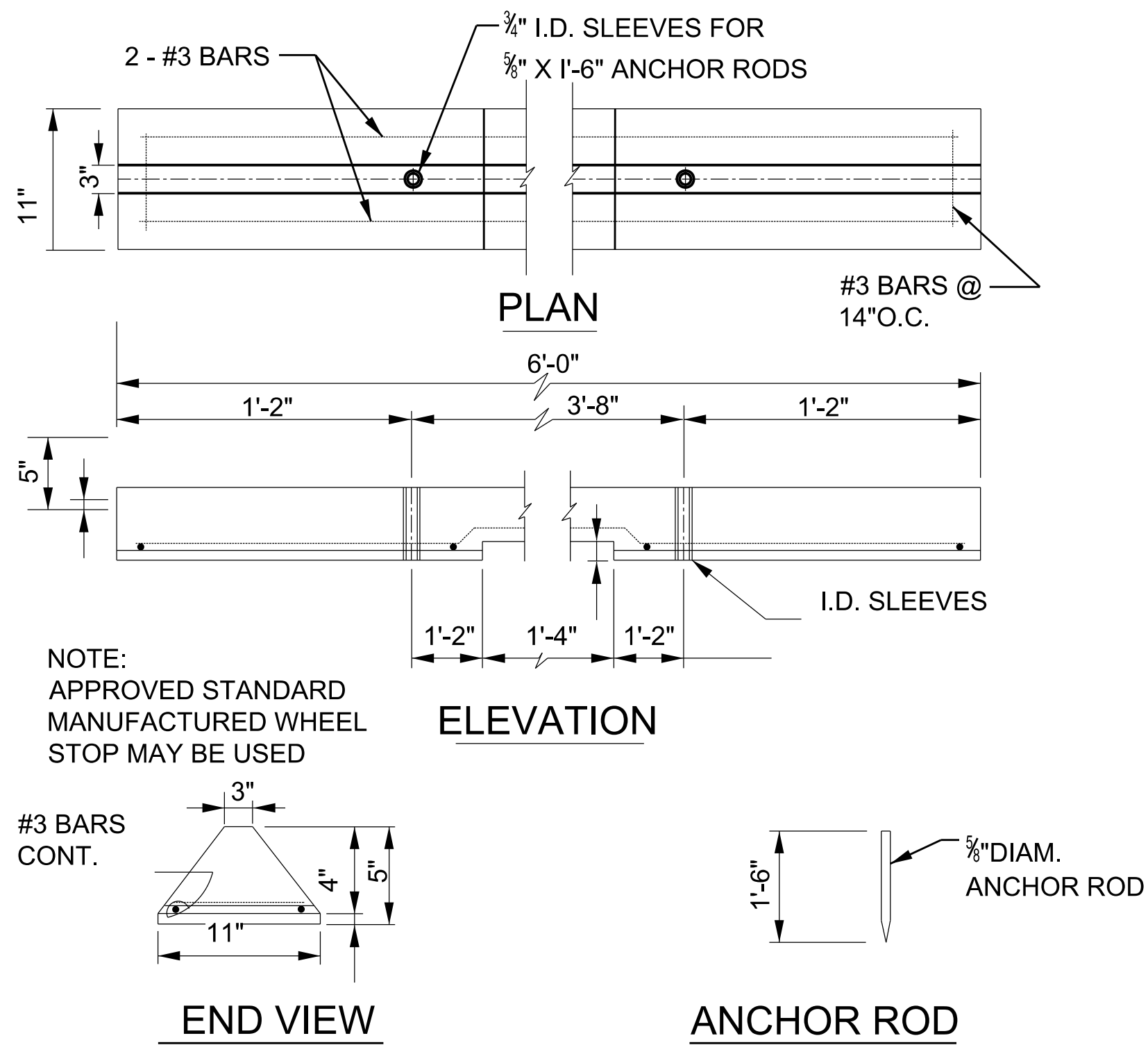
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1 PARKING STALL LAYOUT

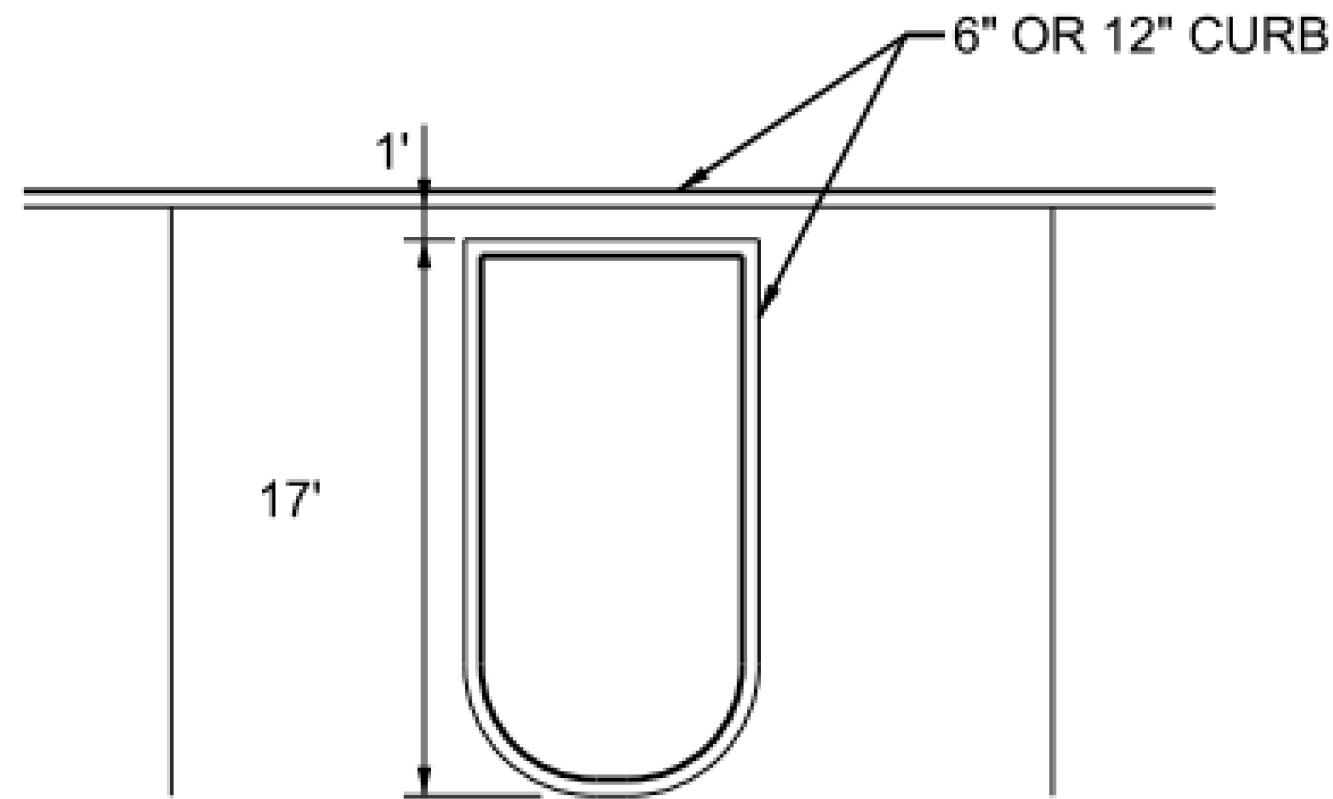
NOTES:

1. DIMENSIONS ARE TO FACE OF CURB OR CENTER OF STRIPE.



2 CONCRETE WHEELSTOP

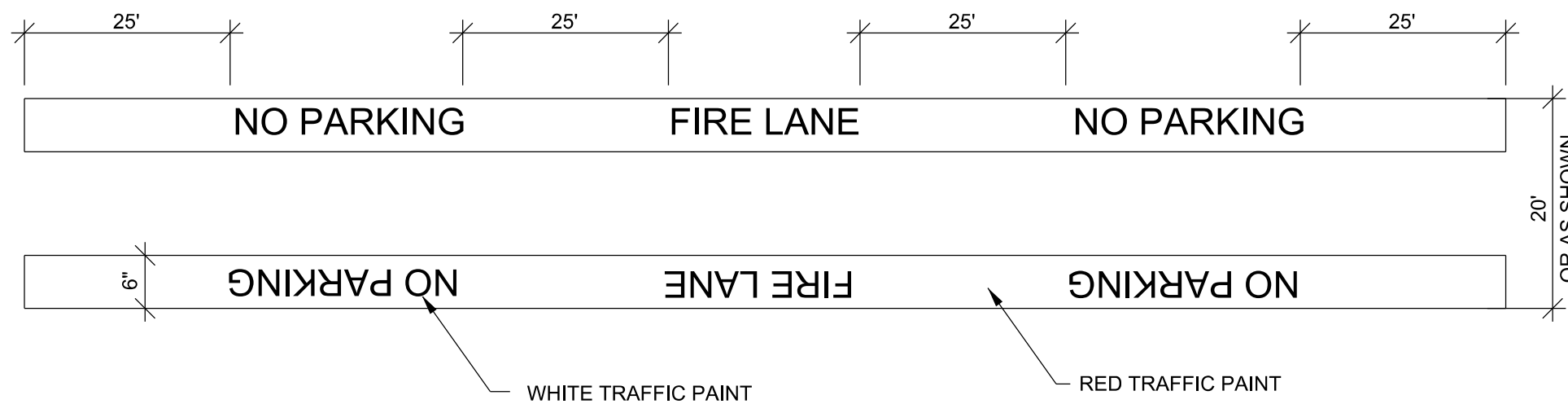
NOT TO SCALE



3 CURB CUT DETAIL

NOTES:

1. DIMENSIONS ARE TO FACE OF CURB OR CENTER OF STRIPE.

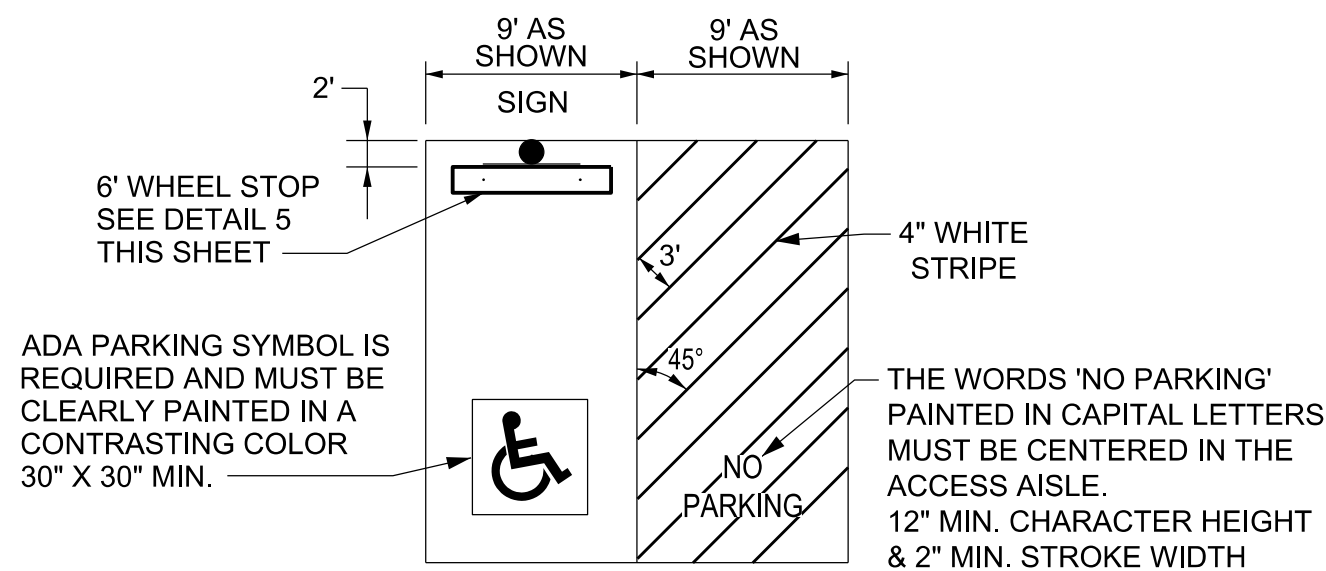


6 FIRE LANE STRIPING

NOT TO SCALE

STRIPING NOTES:

1. THE FIRE MARSHALL IS AUTHORIZED TO DESIGNATE FIRE LANE
2. FIRE LANES SHALL BE MARKED BY SIX INCH (6") WIDE LANES USING RED TRAFFIC PAINT, WITH THE WORDING "NO PARKING" AND "FIRE LANE" LETTERING ON THE LINES AT INTERVALS OF TWENTY FIVE (25'). THE LETTERING WILL BE SIX INCHES (6") HIGH WITH ONE INCH (1") WIDE STROKES PAINTED WITH WHITE TRAFFIC PAINT.
3. FIRE LANES SHALL AT LEAST BE TWENTY FEET (20') IN WIDTH.
4. SITE PAINTING
PAINT ALL FIRE LANES, CROSS HATCHES, HANDICAP SYMBOLS, AND PIPE BOLLARDS AS SHOWN ON ARCHITECTURAL AND CIVIL ENGINEERING SITE PLANS USING EXTERIOR PAINT MANUFACTURED FOR THE PURPOSE AND FOLLOWING MGF PRINTED INSTRUCTIONS - COLORS APPROVED BY FIRE MARSHALL AND OWNER.
5. KNOX BOX GATE ACCESS
ENTRY GATE OPERATING MECHANISM FOR OPENING, CLOSING AND LOCKING SHALL BE CONTROLLED

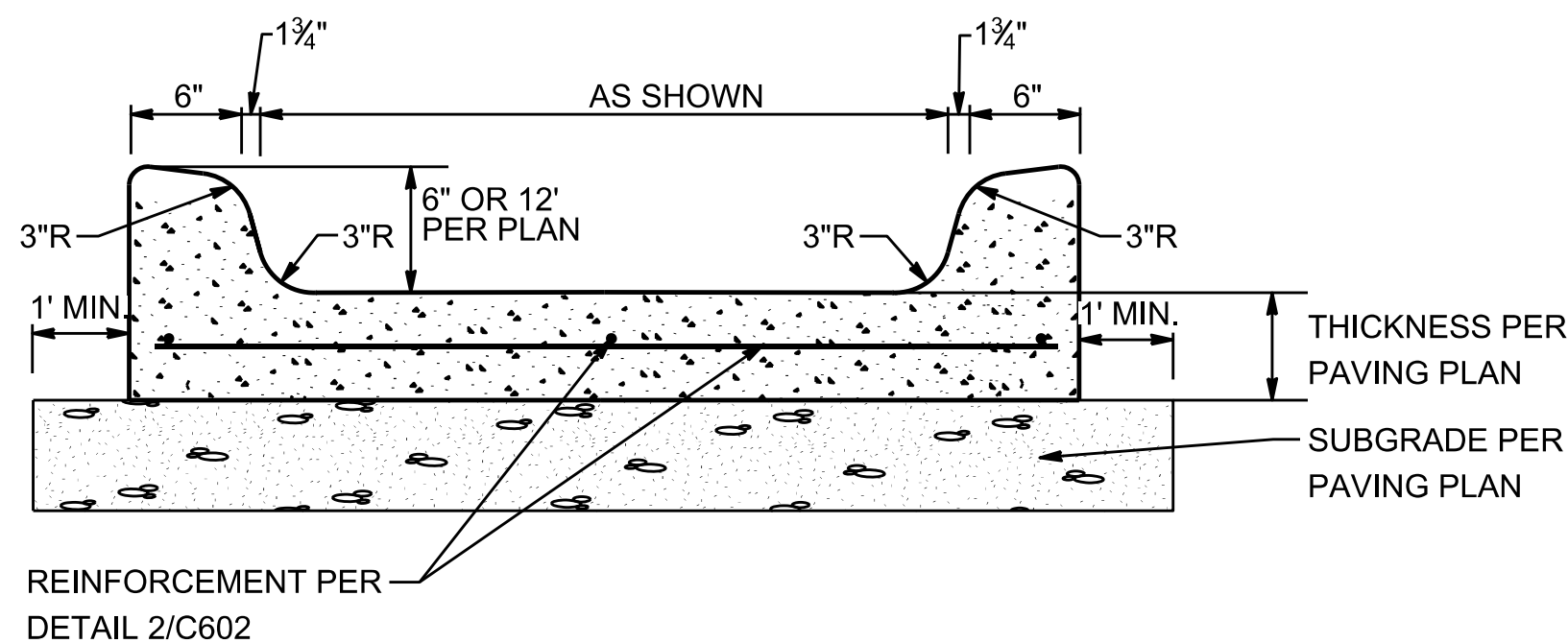


NOTES:

1. ALL HANDICAP PARKING SPACES SHALL CLEARLY DISPLAY STANDARD HANDICAP PARKING SIGN.
2. ALL HANDICAP PARKING SPACE STRIPING SHALL CONFORM WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS.
3. ACCESSIBLE PARKING STALLS AND ACCESS AISLE MUST NOT EXCEED 2% SLOPE IN ANY DIRECTION. ANY PARKING STALLS OR ACCESS AISLES THAT EXCEED THIS LIMIT MUST BE REMOVED AND RE-POURED.
- 4.

7 TYPICAL ADA PARKING SPACE

NOT TO SCALE



8 CURB DETAIL

NOT TO SCALE

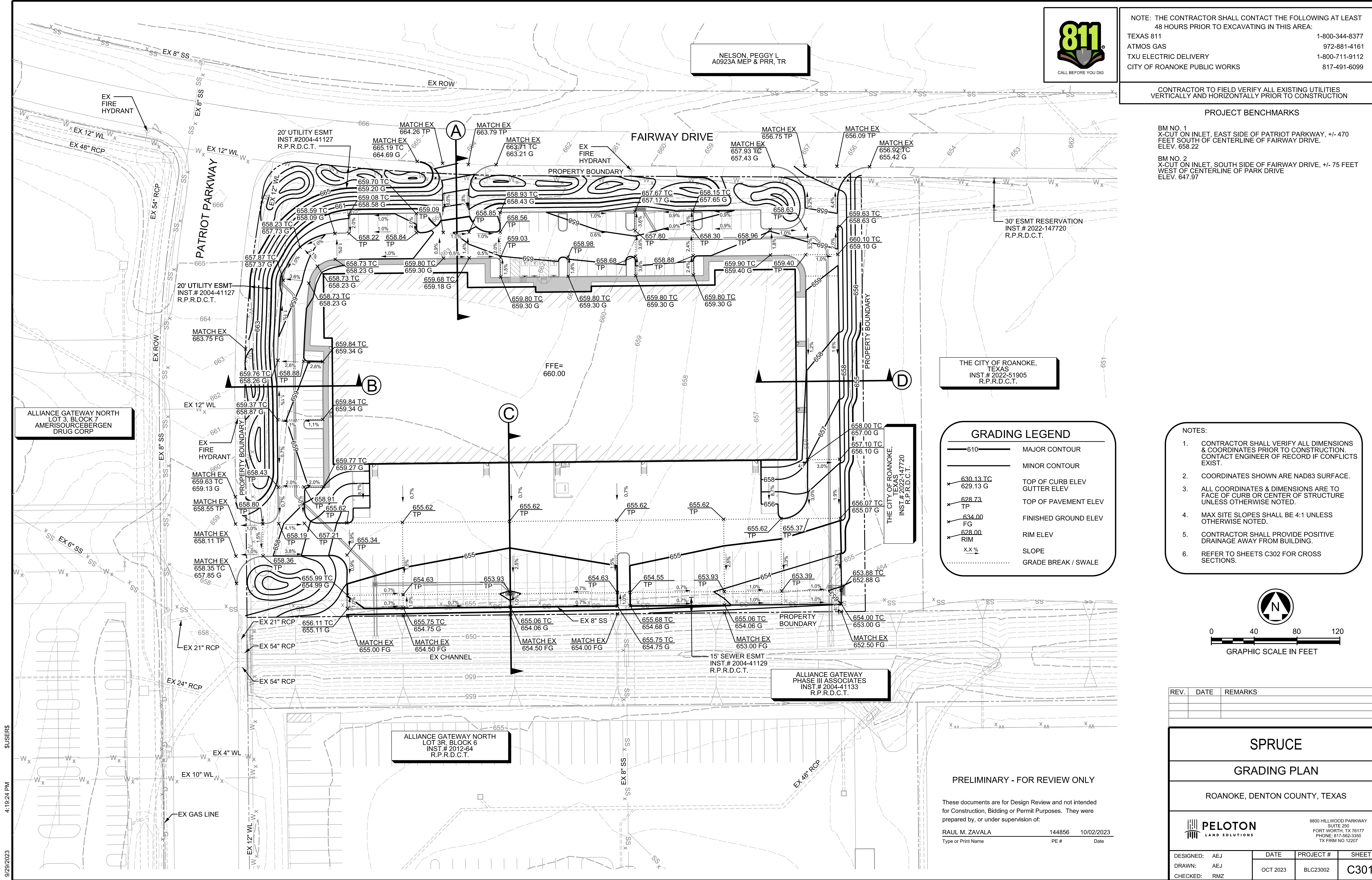
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RAUL M. ZAVALA 144856 10/02/2023
Type or Print Name PE # Date

REV.	DATE	REMARKS
SPRUCE		
SITE DETAILS		
ROANOKE, DENTON COUNTY, TEXAS		
PELTON LAND SOLUTIONS 9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO 12207		
DESIGNED:	AEJ	DATE
DRAWN:	AEJ	PROJECT #
CHECKED:	RMZ	OCT 2023
BLC23002		SHEET
C206		

C:\JOB\BLC23002_Project_Spruce3_Design\35_Civil\351_CAD_Construction Plans\0206-BLC23002-C-SITE-DET1.dwg



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

PROJECT BENCHMARKS

BM NO. 1
X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470 FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

BM NO. 2
X-CUT ON INLET, SOUTH SIDE OF FAIRWAY DRIVE, +/- 75 FEET WEST OF CENTERLINE OF PARK DRIVE
ELEV. 647.97

THE CITY OF ROANOKE,
TEXAS
INST. # 2022-51905
R.P.R.D.C.T.

GRADING LEGEND

- 610 MAJOR CONTOUR
- MINOR CONTOUR
- 630.13 TC
629.13 G TOP OF CURB ELEV
GUTTER ELEV
- 628.73 TP TOP OF PAVEMENT ELEV
- 634.00 FG FINISHED GROUND ELEV
- 628.00 RIM RIM ELEV
- X.X % SLOPE
- GRADE BREAK / SWALE

NOTES:

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS & COORDINATES PRIOR TO CONSTRUCTION. CONTACT ENGINEER OF RECORD IF CONFLICTS EXIST.
- COORDINATES SHOWN ARE NAD83 SURFACE.
- ALL COORDINATES & DIMENSIONS ARE TO FACE OF CURB OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
- MAX SITE SLOPES SHALL BE 4:1 UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.
- REFER TO SHEETS C302 FOR CROSS SECTIONS.



0 40 80 120
GRAPHIC SCALE IN FEET

REV.	DATE	REMARKS

SPRUCE

GRADING PLAN

ROANOKE, DENTON COUNTY, TEXAS



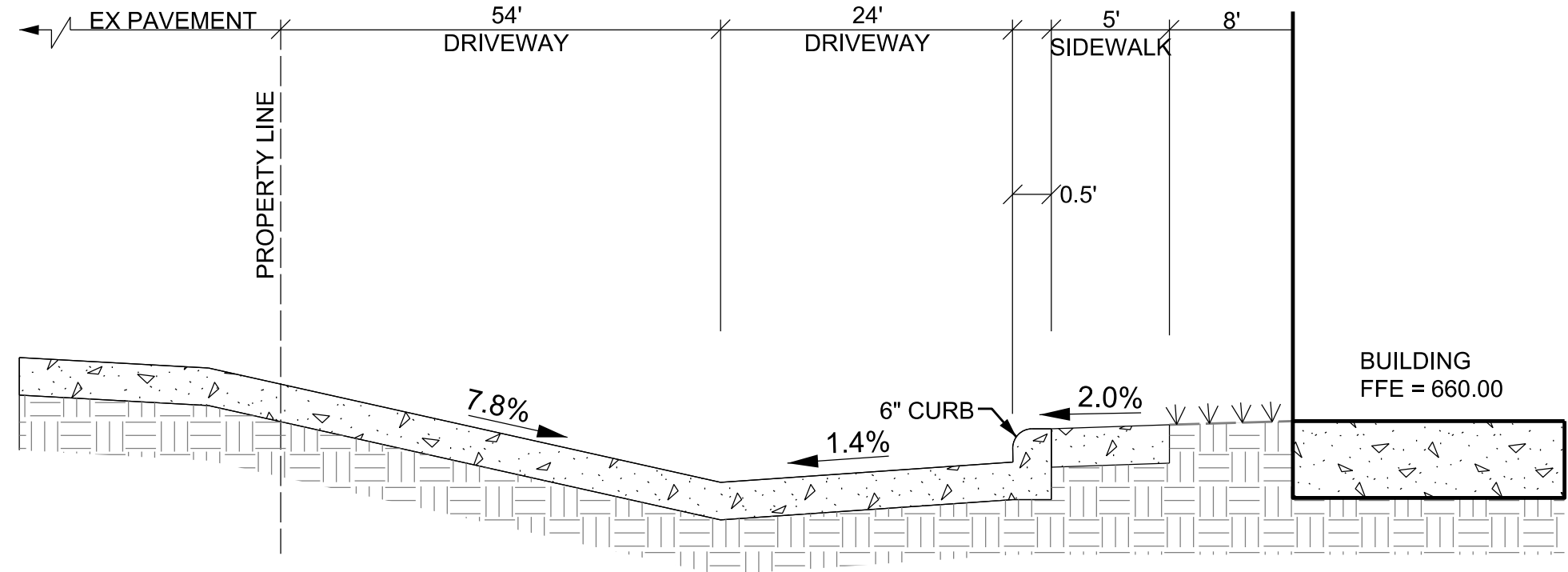
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO. 12207

DESIGNED: AEJ	DATE: OCT 2023	PROJECT #: BLC23002	SHEET: C301
DRAWN: AEJ			
CHECKED: RMZ			

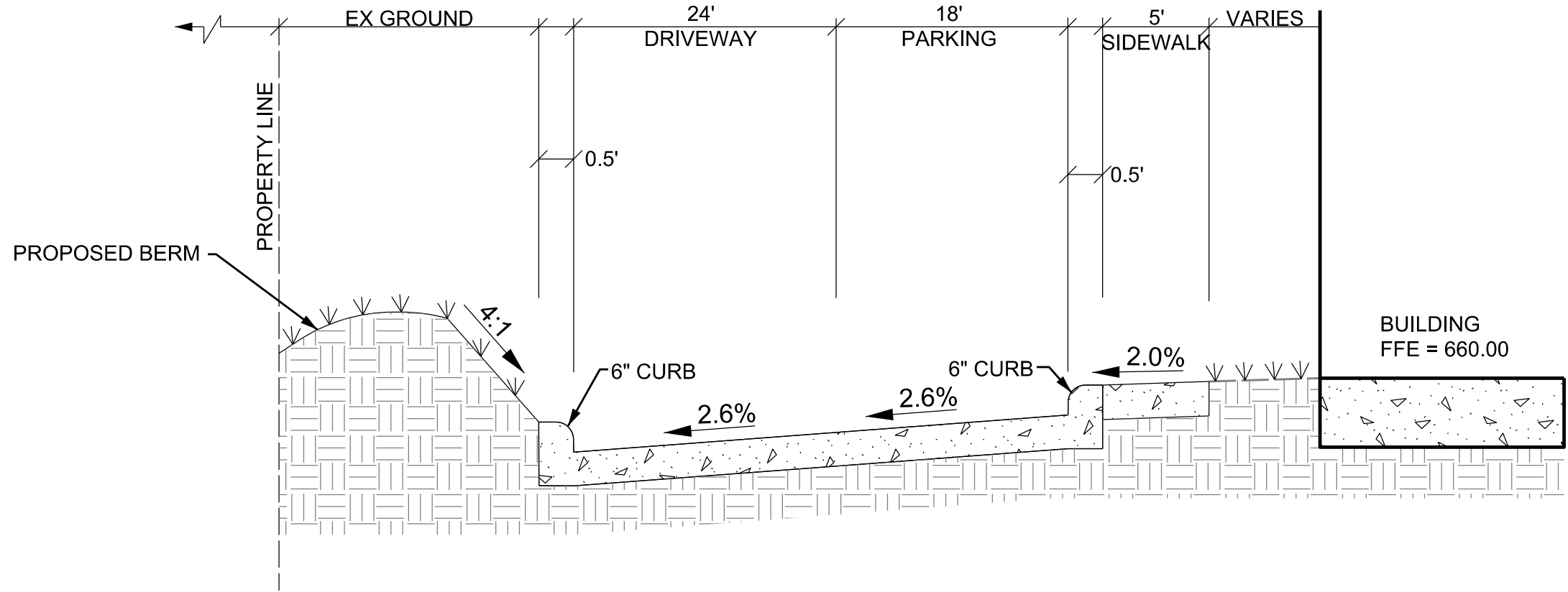
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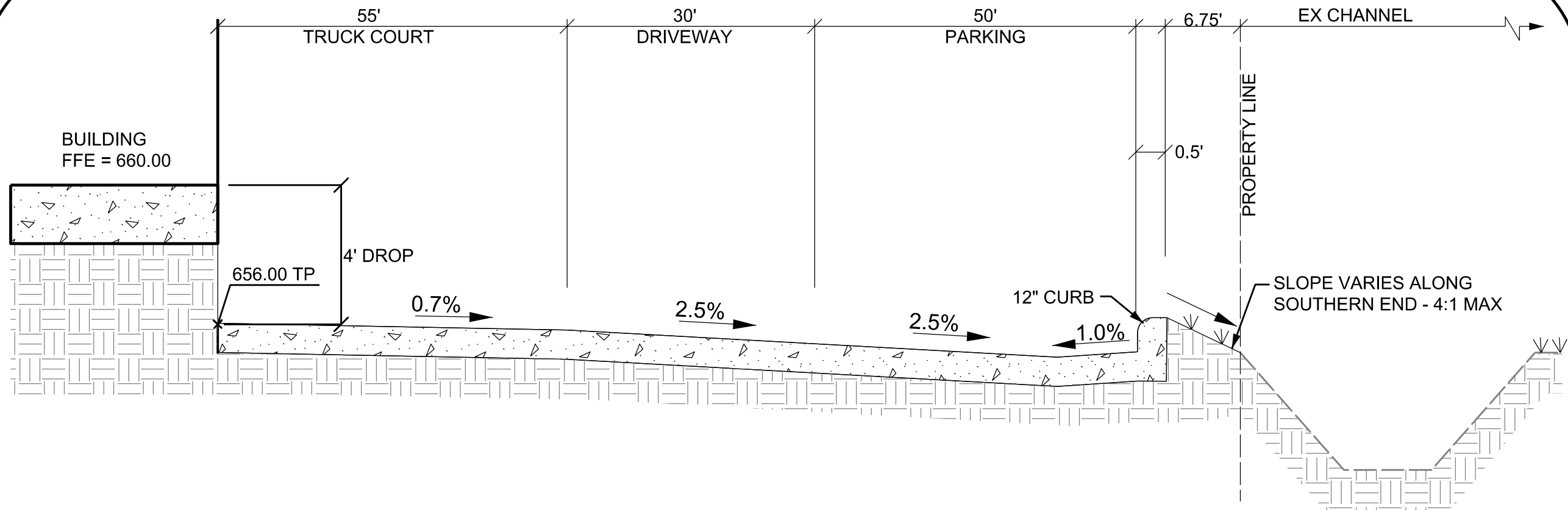
RAUL M. ZAVALA 144856 10/02/2023
Type or Print Name PE # Date



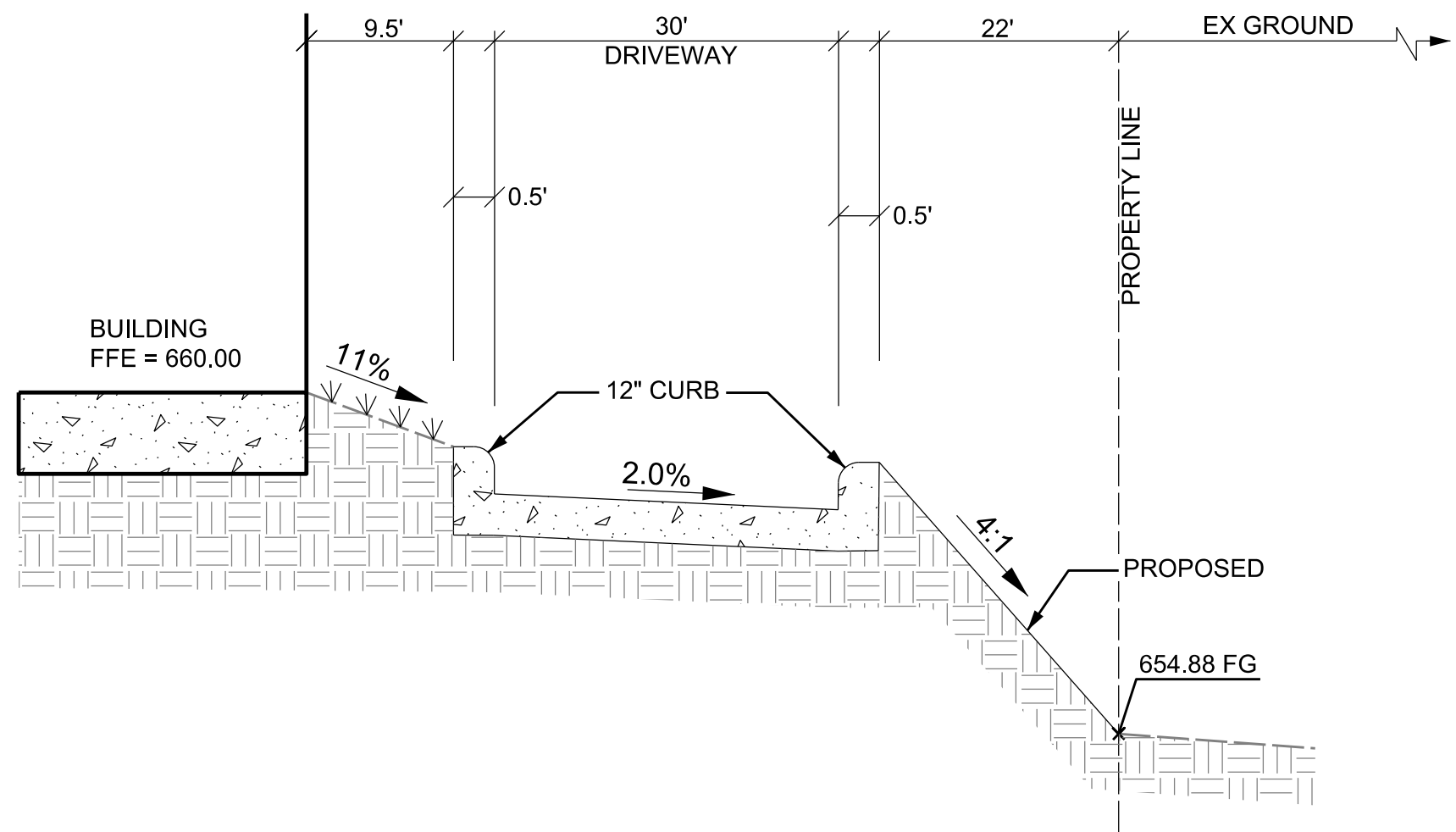
A CROSS SECTION "A"
NOT TO SCALE



B CROSS SECTION "B"
NOT TO SCALE



C CROSS SECTION "C"
NOT TO SCALE



D CROSS SECTION "D"
NOT TO SCALE

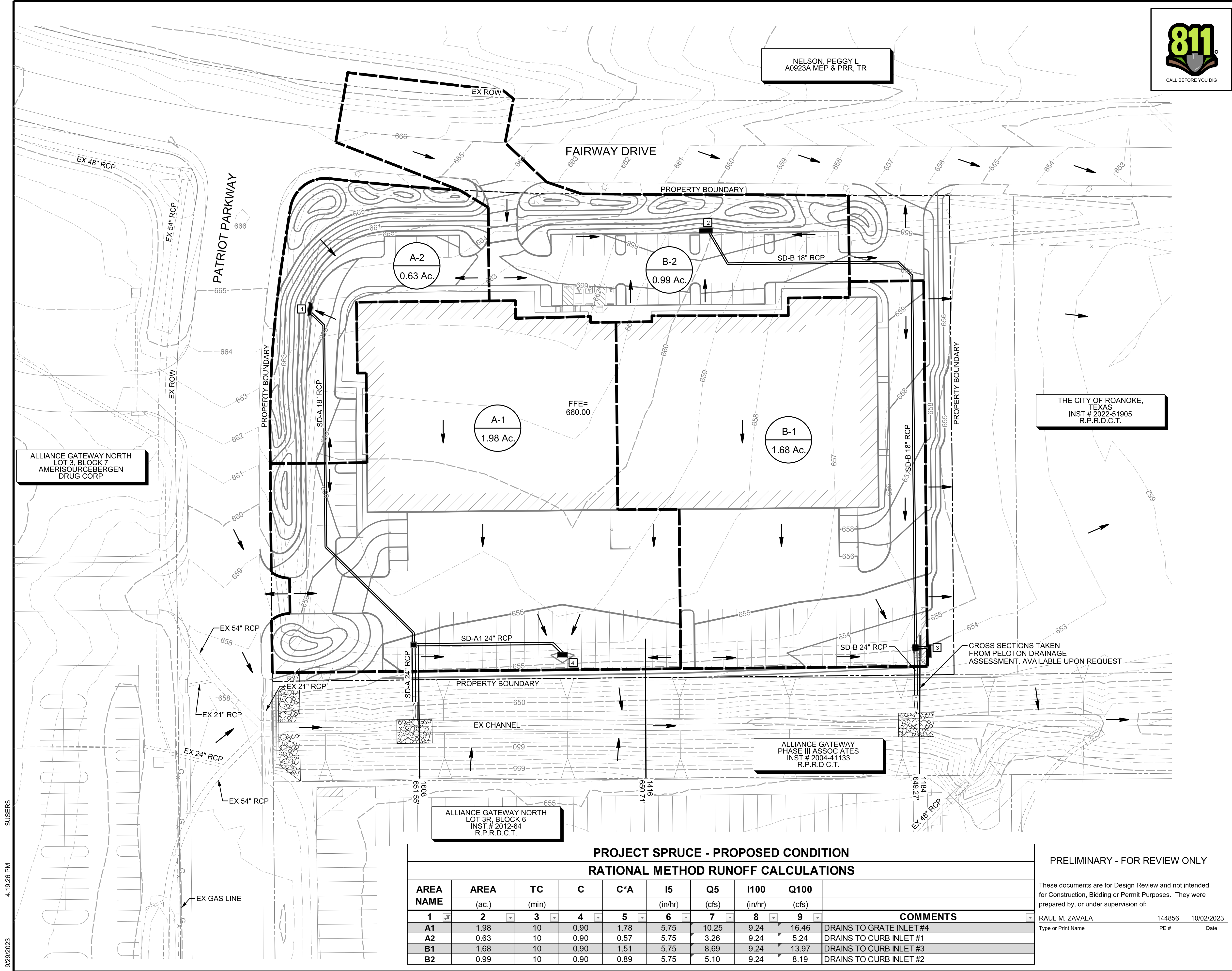
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RAUL M. ZAVALA	144856	10/02/2023
Type or Print Name	PE #	Date

REV.	DATE	REMARKS

SPRUCE			
GRADING SECTIONS			
ROANOKE, DENTON COUNTY, TEXAS			
 PELOTON LAND SOLUTIONS		9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO. 12207	
DESIGNED: AEJ	DATE	PROJECT #	SHEET
DRAWN: AEJ	OCT 2023	BLC23002	C302
CHECKED: RMZ			



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

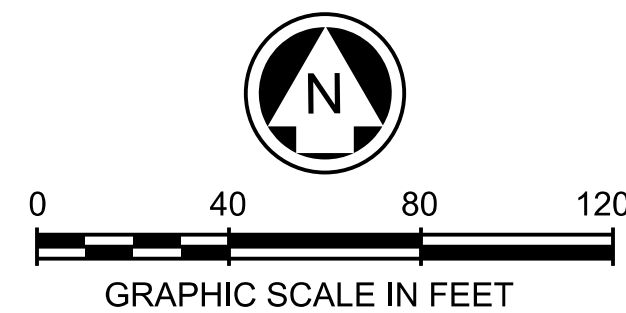
PROJECT BENCHMARKS

BM NO. 1
X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470 FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

BM NO. 2
X-CUT ON INLET, SOUTH SIDE OF FAIRWAY DRIVE, +/- 75 FEET WEST OF CENTERLINE OF PARK DRIVE
ELEV. 647.97

DRAINAGE LEGEND

- PROPOSED DRAINAGE DIVIDE
- WATER SURFACE ELEVATION CROSS SECTION PER PELOTON DRAINAGE ASSESSMENT
- DRAINAGE AREA DESIGNATION
- SURFACE FLOW ARROW
- INLET NUMBER



REV.	DATE	REMARKS

SPRUCE

DRAINAGE AREA MAP - ULTIMATE

ROANOKE, DENTON COUNTY, TEXAS



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE: OCT 2023	PROJECT #: BLC23002	SHEET: C402
DRAWN: AEJ			
CHECKED: RMZ			

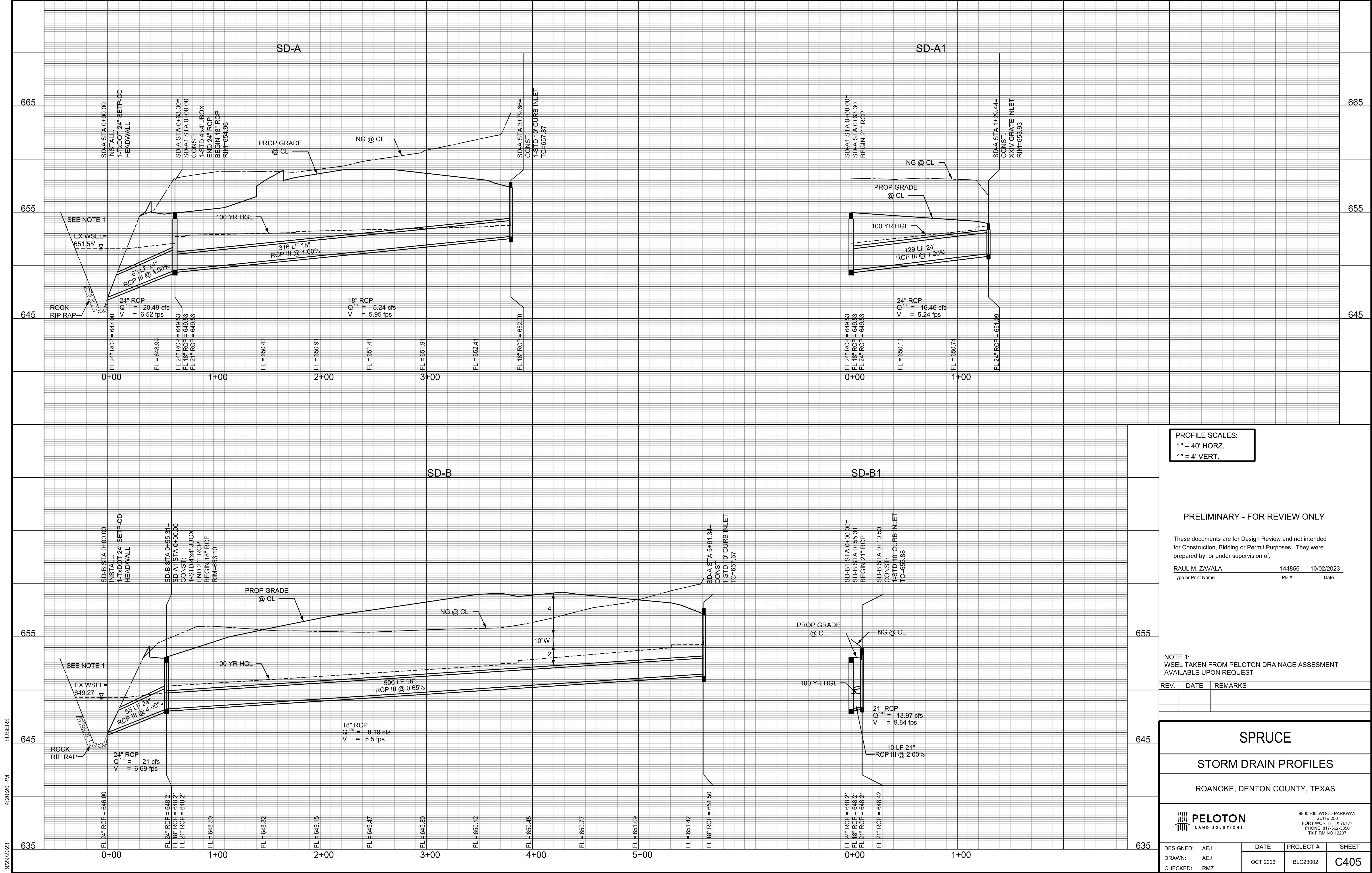
PROJECT SPRUCE - PROPOSED CONDITION
RATIONAL METHOD RUNOFF CALCULATIONS

AREA NAME	AREA (ac.)	TC (min)	C	C*A	I5 (in/hr)	Q5 (cfs)	I100 (in/hr)	Q100 (cfs)	COMMENTS
1	2	3	4	5	6	7	8	9	
A1	1.98	10	0.90	1.78	5.75	10.25	9.24	16.46	DRAINS TO GRATE INLET #4
A2	0.63	10	0.90	0.57	5.75	3.26	9.24	5.24	DRAINS TO CURB INLET #1
B1	1.68	10	0.90	1.51	5.75	8.69	9.24	13.97	DRAINS TO CURB INLET #3
B2	0.99	10	0.90	0.89	5.75	5.10	9.24	8.19	DRAINS TO CURB INLET #2

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RAUL M. ZAVALA 144856 10/02/2023
Type or Print Name PE # Date



PROFILE SCALES:
1" = 40' HORZ.
1" = 4' VERT.

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RAUL M. ZAVALA14485610/02/2023
Type or Print NamePE #Date

NOTE 1:
WSEL TAKEN FROM PELOTON DRAINAGE ASSESMENT
AVAILABLE UPON REQUEST

REV.	DATE	REMARKS

SPRUCE

STORM DRAIN PROFILES

ROANOKE, DENTON COUNTY, TEXAS

PELOTON

LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ
DRAWN: AEJ
CHECKED: RMZ

DATE
OCT 2023

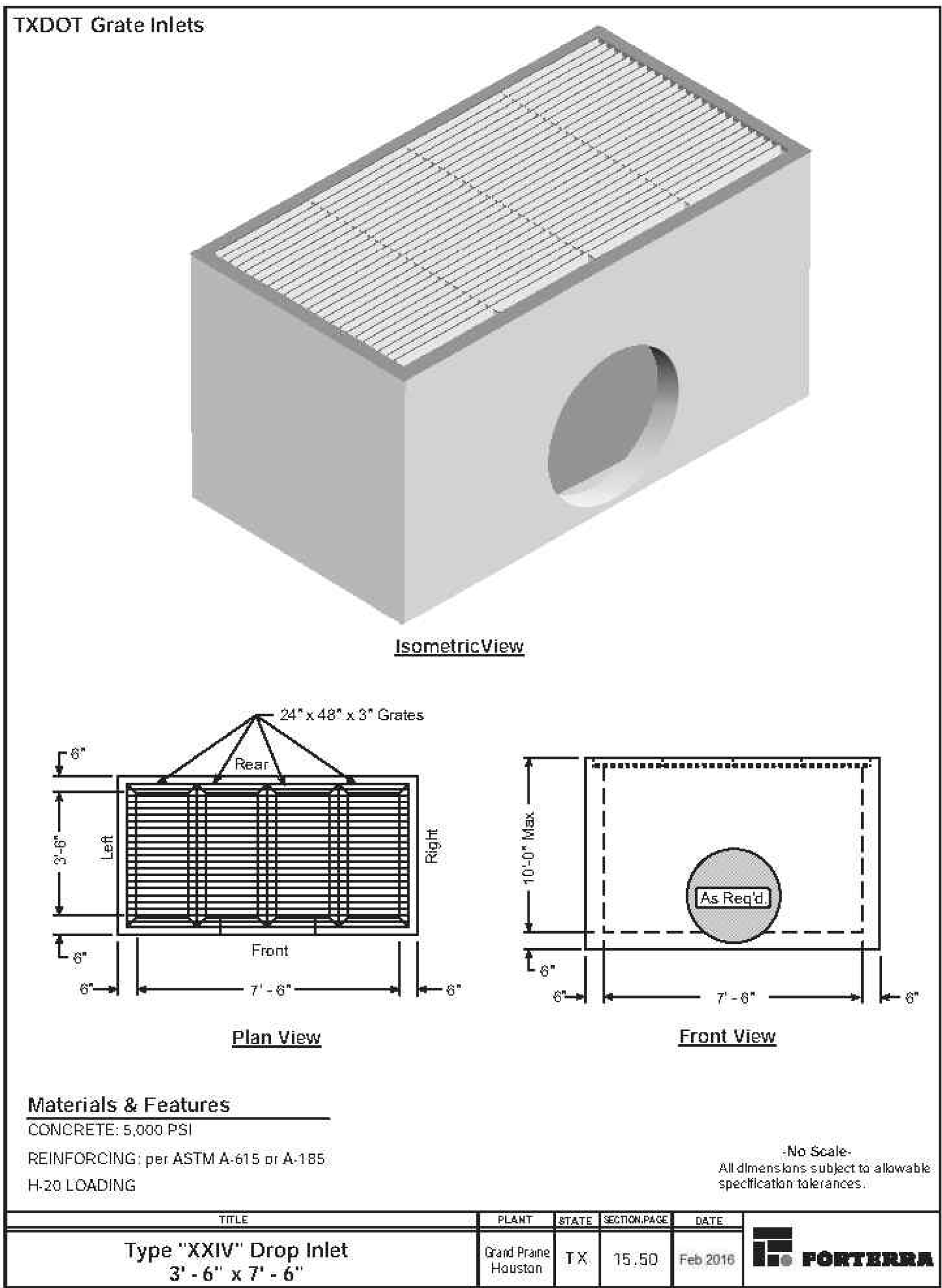
PROJECT #
BLC23002

SHEET
C405

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CUJO8BLC23002_Project_Spruce3_Design35_Civil351_CADD_Construction Plans\C405.BLC23002-C-SITE-STORMPROF.rvt

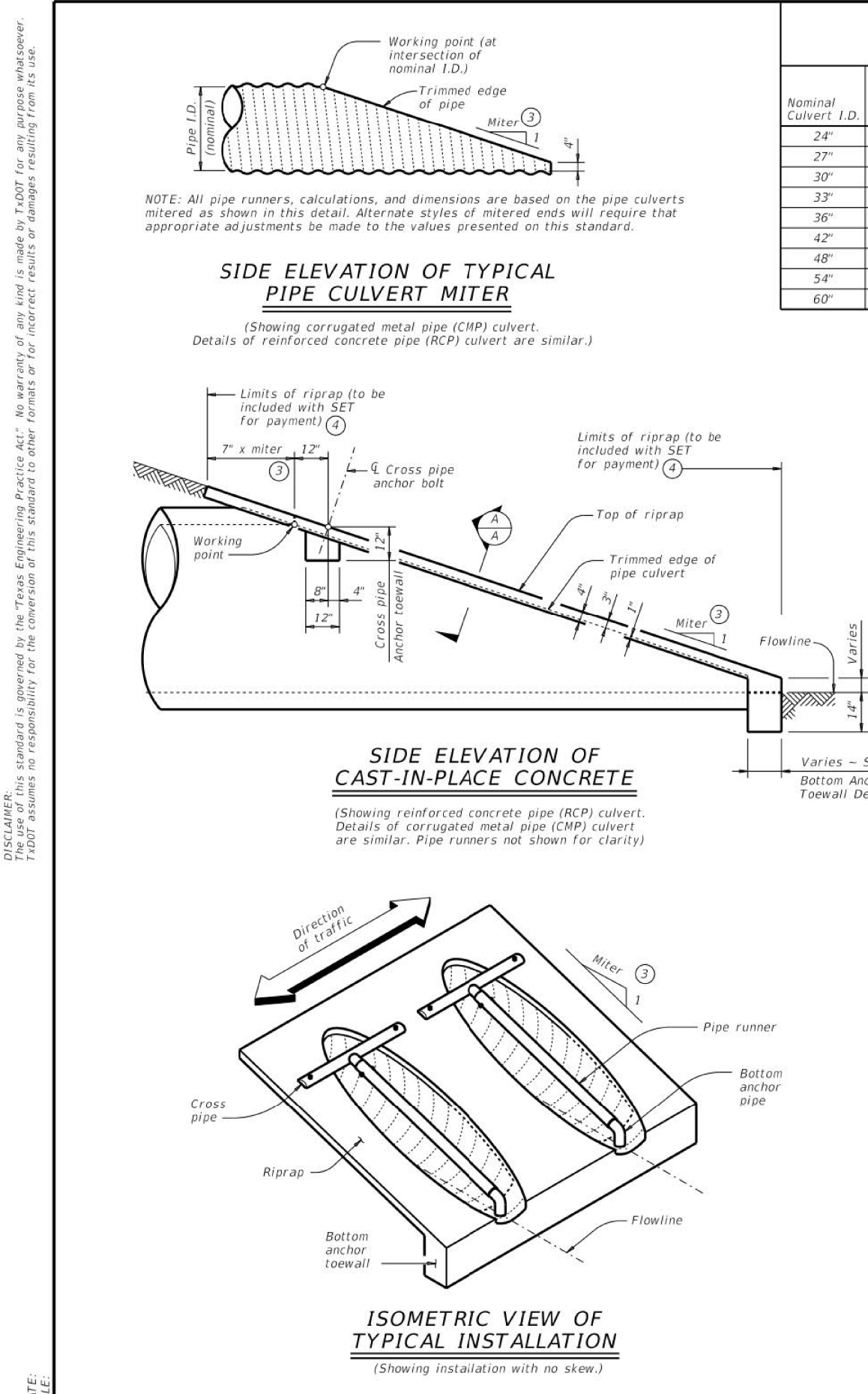
Page 35 of 76



BEDDING GRADATIONS	
6" THICKNESS OF BEDDING	
SIEVE SIZE SQUARE MESH	PERCENT PASSING
3 INCH	100
1-1/2 INCH	55-100
3/4 INCH	25-60
3/8 INCH	5-30
No. 4	0-10



SPRUCE			
STORM DETAILS			
ROANOKE, DENTON COUNTY, TEXAS			
 PELOTON LAND SOLUTIONS		9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO: 12297	
DESIGNED: AEJ	DATE	PROJECT #	SHEET
DRAWN: AEJ	OCT 2023	BLC23002	C407
CHECKED: RMZ			



Nominal Coupler I.D.	Pipe Culvert Spig - 6"	Cross Pipe Length	Pipe Runner Length														
			3:1 Side Slope						4:1 Side Slope						6:1 Side Slope		
			0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew			
24"	1'-0"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
27"	1'-0"	3'-8"	N/A	N/A	N/A	5'-5"	6'-11"	N/A	N/A	N/A	7'-2"	9'-7"	N/A	N/A	N/A	11'-11"	14'-11"
30"	1'-10"	3'-11"	N/A	N/A	N/A	6'-4"	8'-0"	N/A	N/A	N/A	8'-9"	11'-0"	N/A	N/A	N/A	13'-8"	17'-0"
33"	1'-11"	4'-2"	6'-2"	6'-5"	7'-3"	9'-1"	8'-6"	8'-10"	10'-0"	12'-5"	13'-3"	13'-9"	15'-5"	19'-2"			
36"	2'-1"	4'-5"	6'-7"	7'-3"	8'-2"	10'-2"	9'-6"	9'-11"	11'-2"	13'-10"	14'-1"	15'-3"	17'-2"	21'-3"			
42"	2'-4"	4'-11"	8'-6"	8'-10"	9'-11"	12'-4"	11'-7"	12'-0"	13'-8"	16'-8"	17'-9"	18'-5"	20'-8"	25'-2"			
48"	2'-7"	5'-10"	10'-11"	10'-11"	11'-7"	14'-2"	13'-10"	14'-2"	15'-10"	19'-9"	20'-9"	21'-6"	24'-11"	29'-11"			
54"	3'-0"	5'-11"	11'-8"	12'-1"	N/A	N/A	N/A	15'-8"	16'-3"	N/A	N/A	N/A	23'-10"	24'-8"	N/A	N/A	N/A
60"	3'-3"	6'-5"	13'-3"	N/A	N/A	N/A	N/A	17'-9"	N/A	N/A	N/A	26'-10"	N/A	N/A	N/A	N/A	N/A

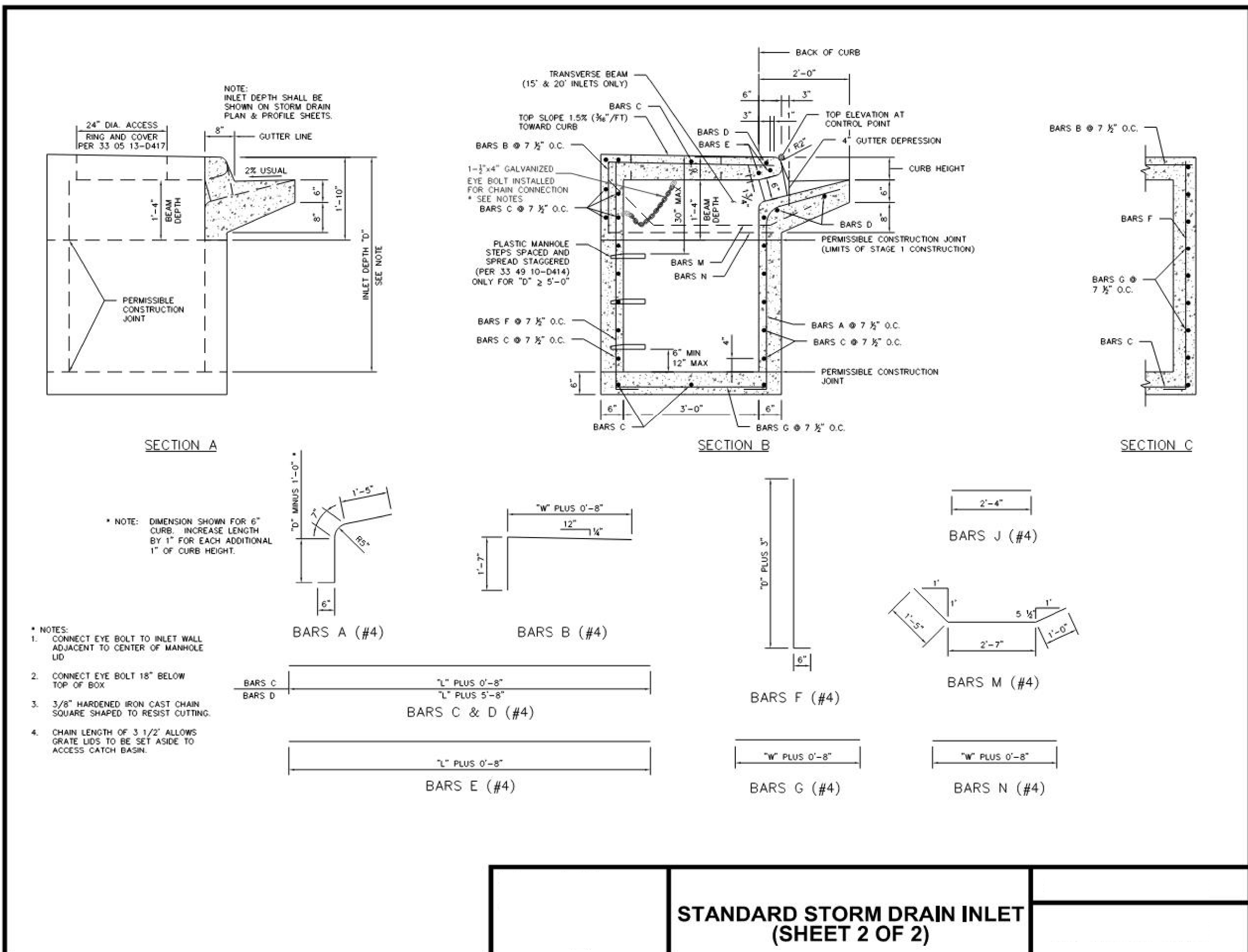
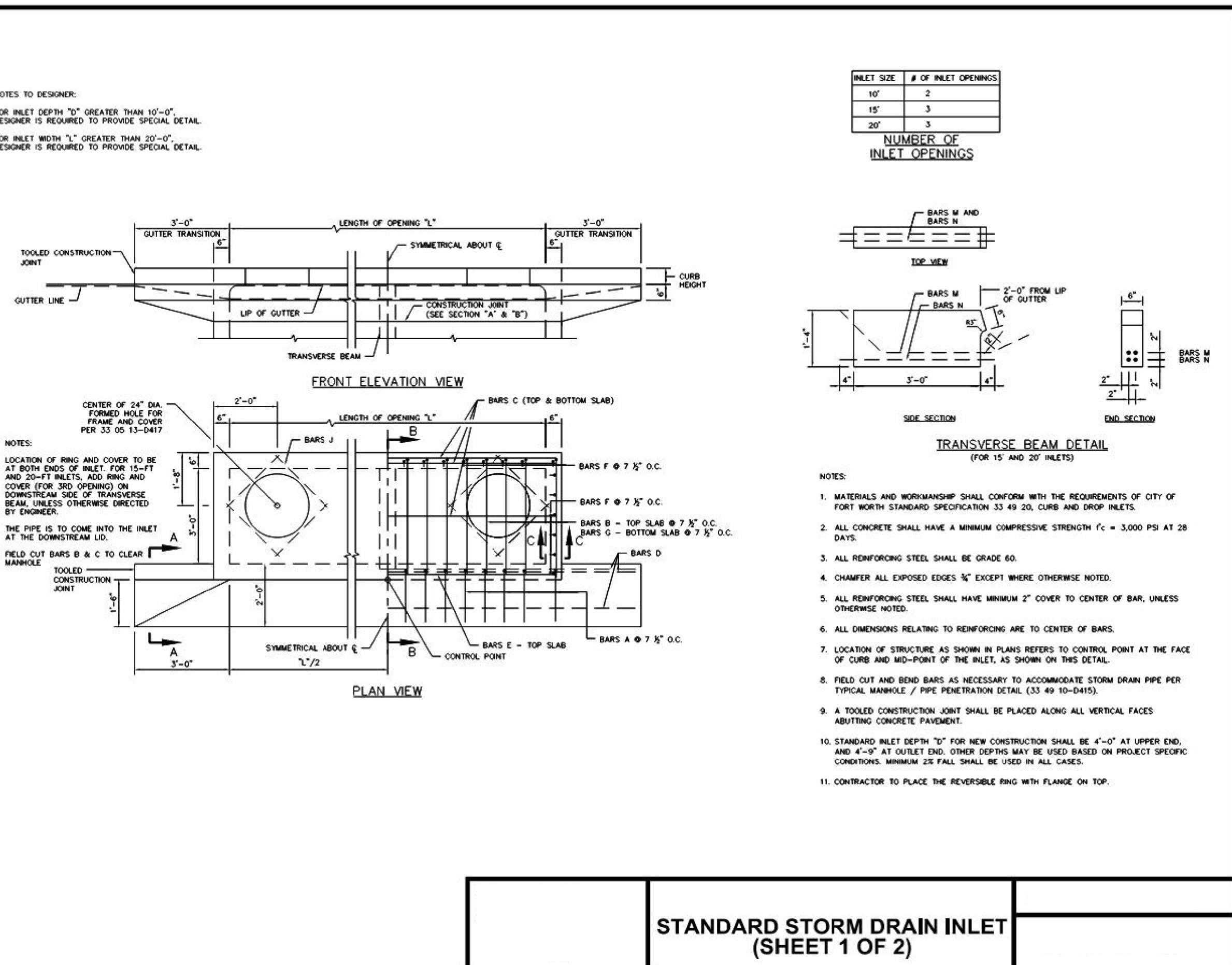
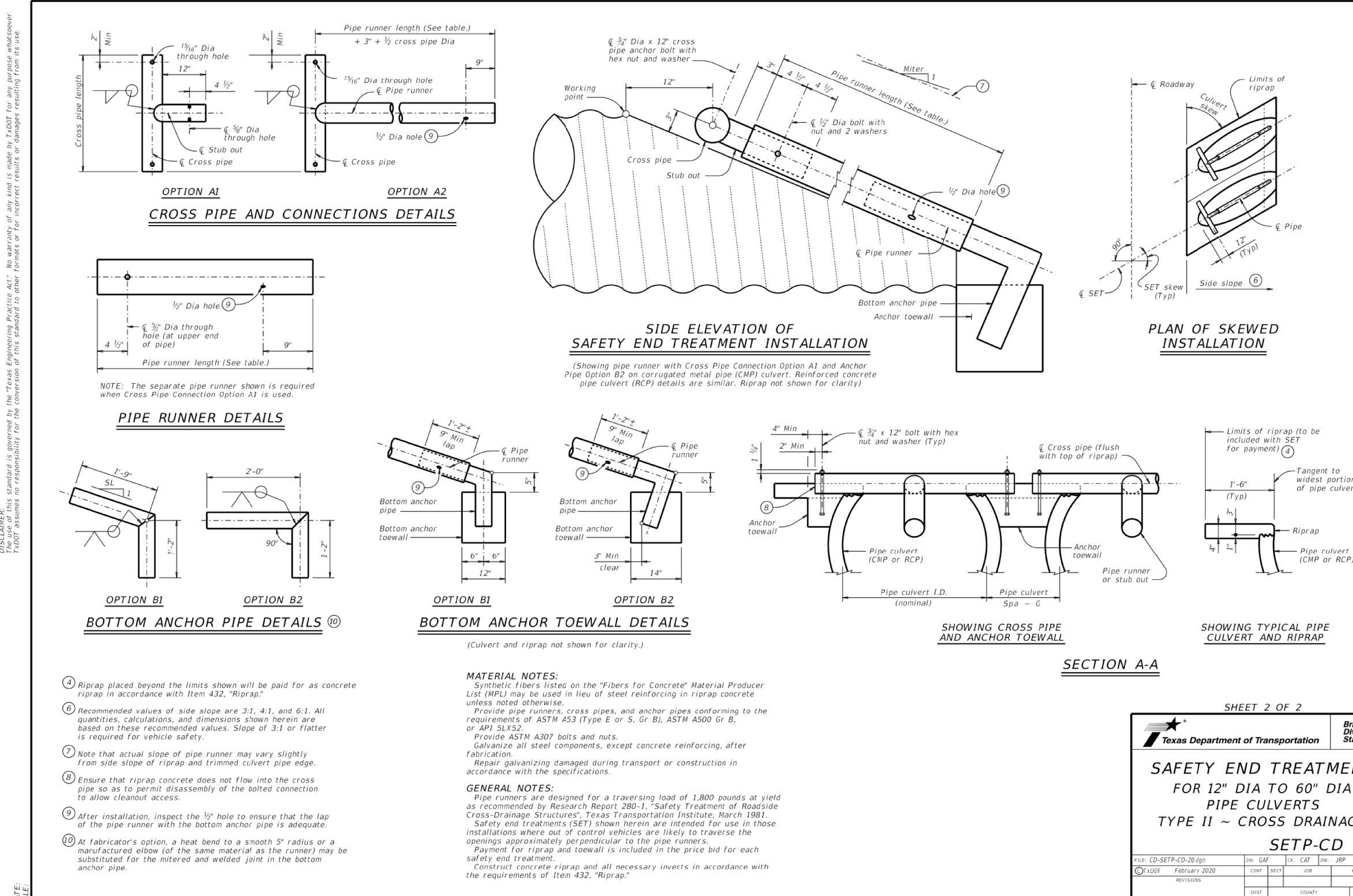
Side Slope	0° Skew	15° Skew	30° Skew	45° Skew
3:1	3:1	3.106:1	3.464:1	4.243:1
4:1	4:1	4.141:1	4.619:1	5.657:1
6:1	6:1	6.212:1	6.928:1	8.485:1

Nominal Culvert I.D.	Single Pipe Culvert	Multiple Pipe Culverts
12" thru 21"	Skews thru 45°	Skews thru 45°
24"	Skews thru 45°	Skews thru 30°
27"	Skews thru 30°	Skews thru 15°
30"	Skews thru 15°	Skews thru 15°
33"	Skews thru 15°	Always required
36"	Normal (no skew)	Always required
42" thru 60"	Always required	Always required

Pipe Size	Pipe O.D.	Pipe I.D.	Max Pipe Runner Length
2" STD	2.375"	2.067"	N/A
3" STD	3.500"	3.068"	10' - 0"
4" STD	4.500"	4.026"	19' - 8"

Nominal/Crusher I.D.	3:1 Side Slope				4:1 Side Slope				6:1 Side Slope			
	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew
12"	0.4	0.4	0.5	0.5	0.5	0.5	0.5	0.6	0.7	0.7	0.7	0.8
15"	0.5	0.5	0.5	0.6	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9
18"	0.6	0.6	0.6	0.6	0.6	0.6	0.7	0.8	0.8	0.8	0.9	1.0
21"	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9	0.9	0.9	1.0	1.2
24"	0.6	0.7	0.7	0.8	0.8	0.8	0.8	1.0	1.0	1.0	1.1	1.3
27"	0.7	0.7	0.8	0.8	0.9	0.9	0.9	1.1	1.1	1.1	1.2	1.4
30"	0.8	0.8	0.8	0.9	0.9	0.9	1.0	1.2	1.2	1.2	1.3	1.6
33"	0.9	0.9	0.9	1.0	1.0	1.0	1.1	1.3	1.3	1.3	1.5	1.7
36"	0.9	0.9	0.9	1.1	1.1	1.1	1.2	1.4	1.4	1.5	1.6	1.8
42"	1.0	1.0	1.1	1.3	1.2	1.3	1.3	1.6	1.6	1.7	1.8	2.1
48"	1.1	1.1	1.2	N/A	1.4	1.5	N/A	1.9	1.9	2.1	N/A	N/A
54"	1.2	1.2	N/A	N/A	1.6	1.6	N/A	N/A	2.1	2.1	N/A	N/A
60"	1.4	N/A	N/A	N/A	1.7	N/A	N/A	N/A	2.3	N/A	N/A	N/A

 SHEET 1 OF 2 Texas Department of Transportation Bridge Division Standard									
SAFETY END TREATMENT FOR 12" DIA TO 60" DIA PIPE CULVERTS TYPE II ~ CROSS DRAINAGE SETP-CD									
FILE: CD-SETP-CD-20.dwg		CNA: GAF	CIV: GAF	CIV: JRP	CIV: JRP	CIV: GAF	DATE: 01/20/07		
1/20/07 February 2007 REVISIONS		CHPT: 0001	SECT: 0001	JOB: 0001	DRAWING: 0001	SHEET: 0001	SHEET NO.		
		DIST: 0001	COUNTY: 0001	SHEET NO.					



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RAUL M. ZAVALA	144856	10/02/20
Type or Print Name	PE #	Date

REV.	DATE	REMARKS
SPRUCE		
STORM DETAILS		
ROANOKE, DENTON COUNTY, TEXAS		
 PELOTON LAND SOLUTIONS		9800 HILLWOOD SUITE 2 FORT WORTH, PHONE: 817-74- TX FIRM NO.
DESIGNED: AEJ	DATE	PROJECT #
DRAWN: AEJ	OCT 2023	BLC23002
CHECKED: RMZ		



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST
48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES
VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

PROJECT BENCHMARKS

BM NO. 1
X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470
FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

BM NO. 2
X-CUT ON INLET, SOUTH SIDE OF FAIRWAY DRIVE, +/- 75 FEET
WEST OF CENTERLINE OF PARK DRIVE
ELEV. 647.97

UTILITY LEGEND

PROPOSED WATER LINE	 W
PROPOSED GATE VALVE	 W
PROPOSED FIRE HYDRANT ASSY	 W
EXISTING WATER LINE	 W _x
EXISTING GAS LINE	 G _x
EXISTING ELECTRIC LINE	 E _x
EXISTING SANITARY SEWER LINE	 SS _x 
PROPOSED SANITARY SEWER LINE	 SS
UTILITY CROSSING	 ①

NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & COORDINATES PRIOR TO CONSTRUCTION. CONTACT ENGINEER OF RECORD PRIOR TO CONSTRUCTION IF CONFLICTS EXIST.
2. COORDINATES SHOWN ARE NAD83 SURFACE.
3. ALL COORDINATES & DIMENSIONS ARE TO CENTER OF STRUCTURE UNLESS OTHERWISE SHOWN.
4. DOUBLE DETECTOR BACKFLOW PREVENTER ASSEMBLY VALVE FOR FIRE WATER LINE TO BE PARK-USA MODEL-AL-SL OR APPROVED EQUAL.



0 40 80 120

GRAPHIC SCALE IN FEET

REV.	DATE	REMARKS

SPRUCE

UTILITY PLAN

ROANOKE, DENTON COUNTY, TEXAS



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO: 12207

DESIGNED:	AEJ	DATE	PROJECT #	SHEET
DRAWN:	AEJ	OCT 2023	BLC23002	C501
CHECKED:	RMZ			

G:\JOB\BLC23002_Project_Spruce\3_Design\35_Civil\351_CAD_Construction Plans\CS01-BLC23002-C-SITE-UTIL-PLAN.sht

9/29/2023 4:22:31 PM \$USER\$

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RAUL M. ZAVALA	144856	10/02/2023
Type or Print Name	PE #	Date



PROFILE SCALES:
1" = 40' HORZ.
1" = 4' VERT.

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RAUL M. ZAVALA14485610/02/2023
Type or Print NamePE #Date

REV.	DATE	REMARKS

SPRUCE

SANITARY SEWER PROFILES

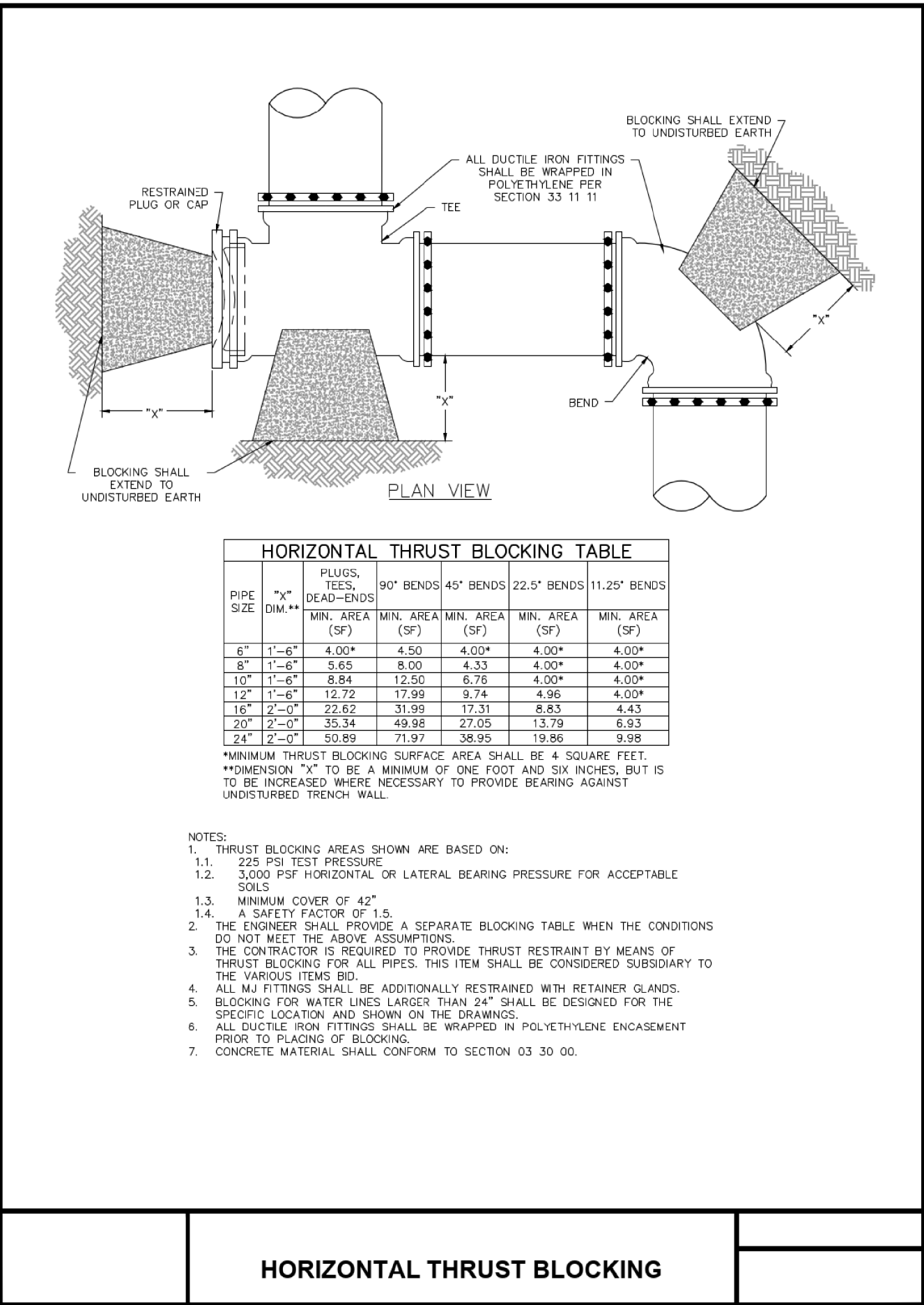
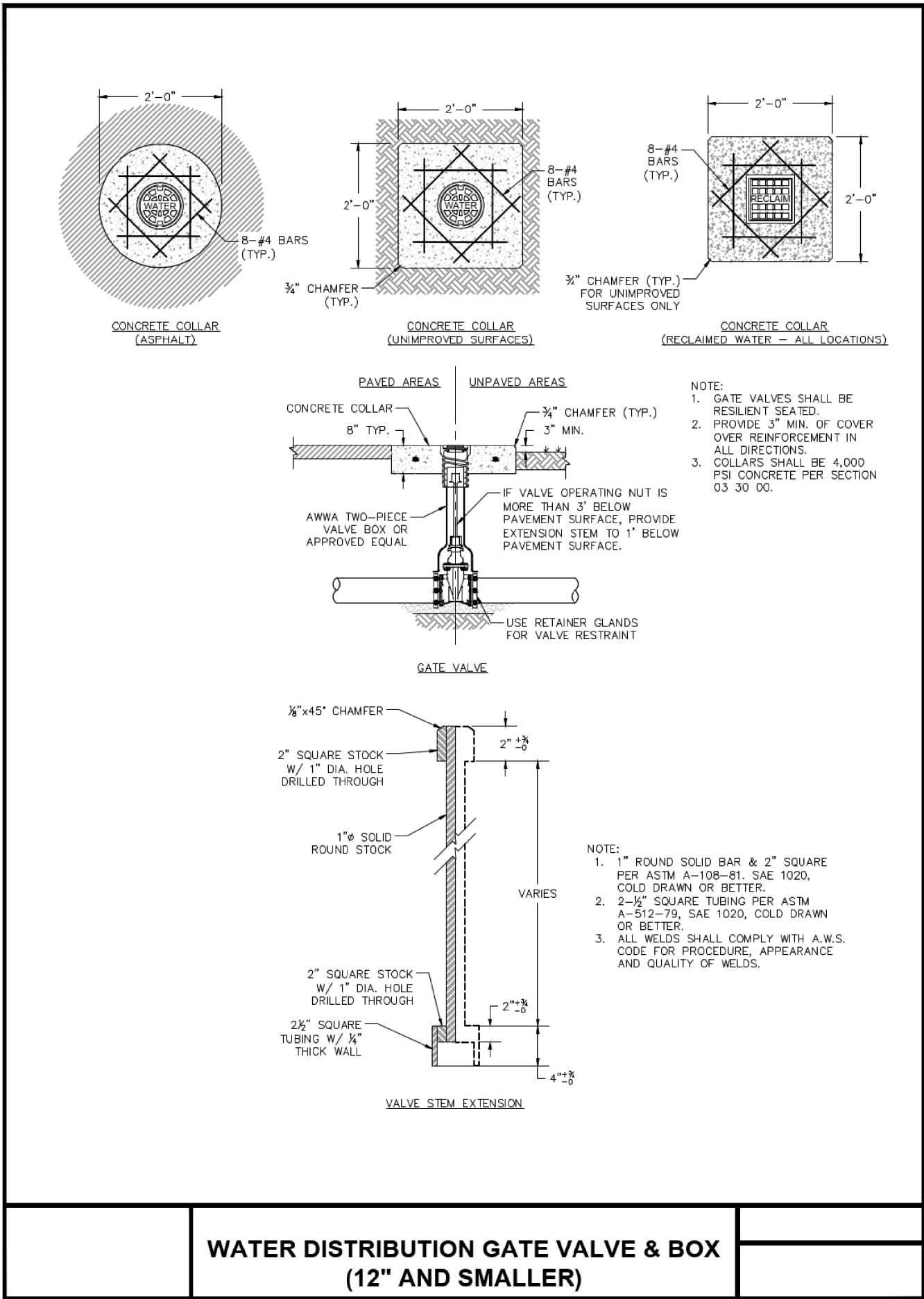
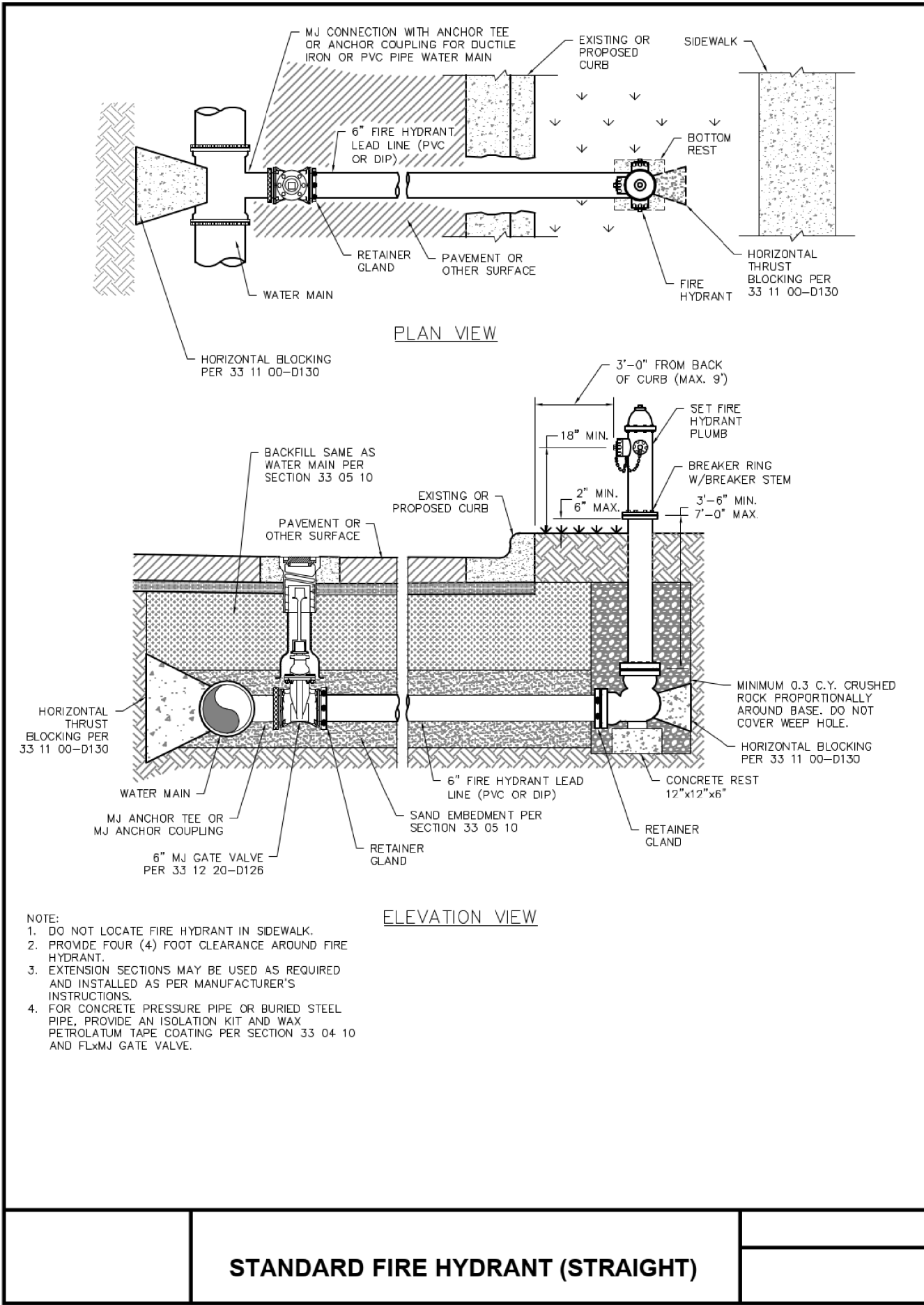
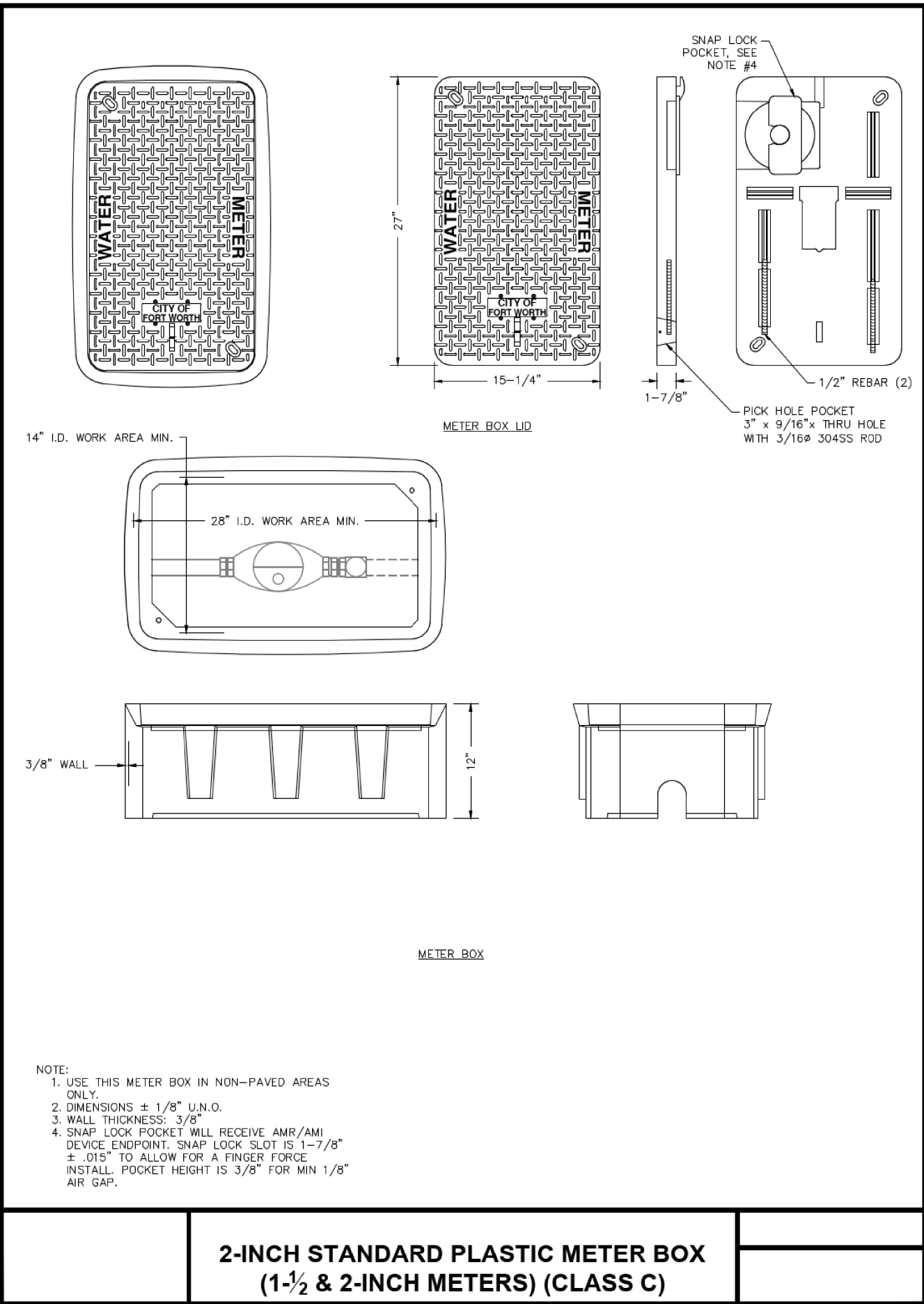
ROANOKE, DENTON COUNTY, TEXAS

PELTON

LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE	PROJECT #	SHEET
DRAWN: AEJ	OCT 2023	BLC23002	C502
CHECKED: RMZ			

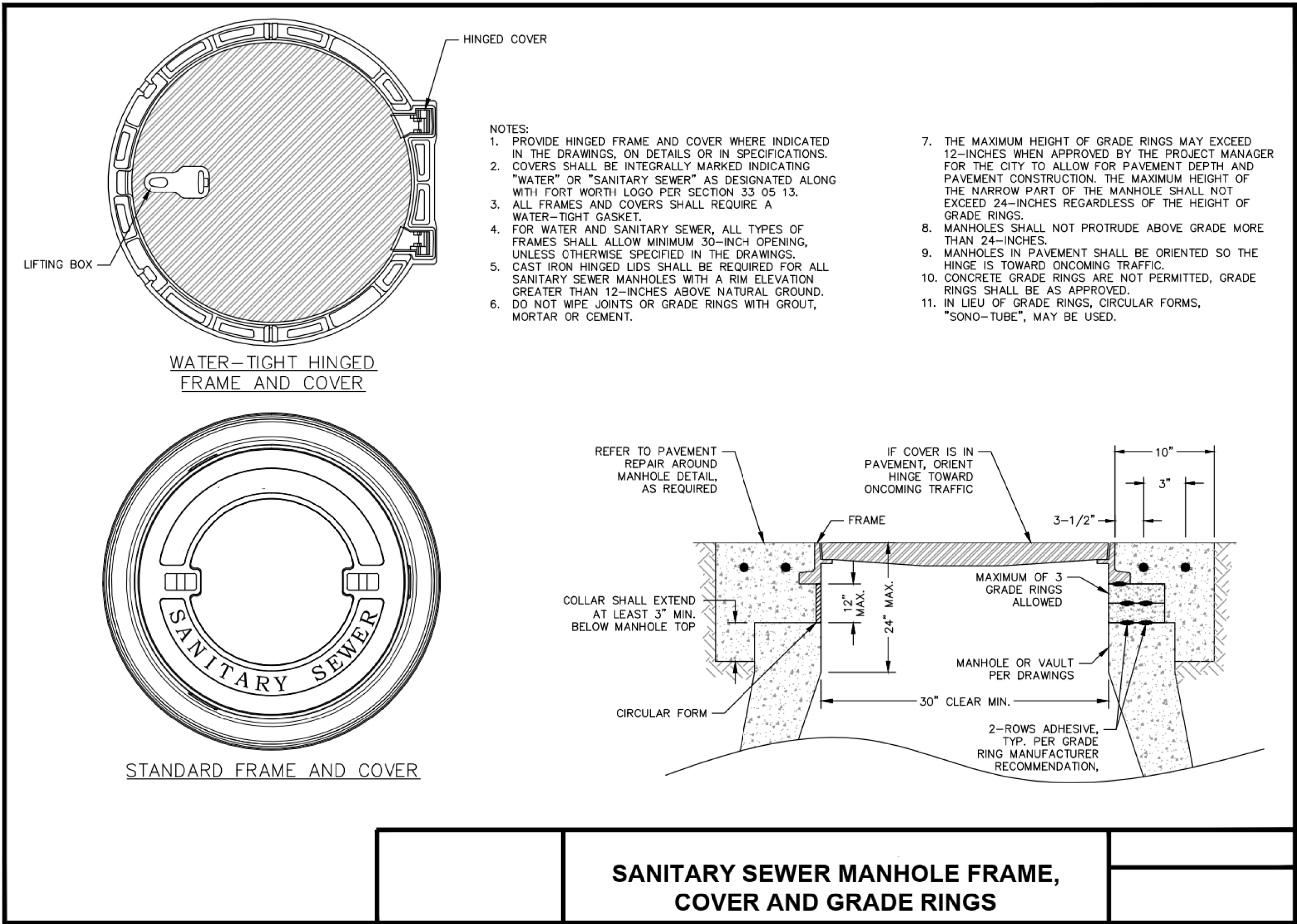
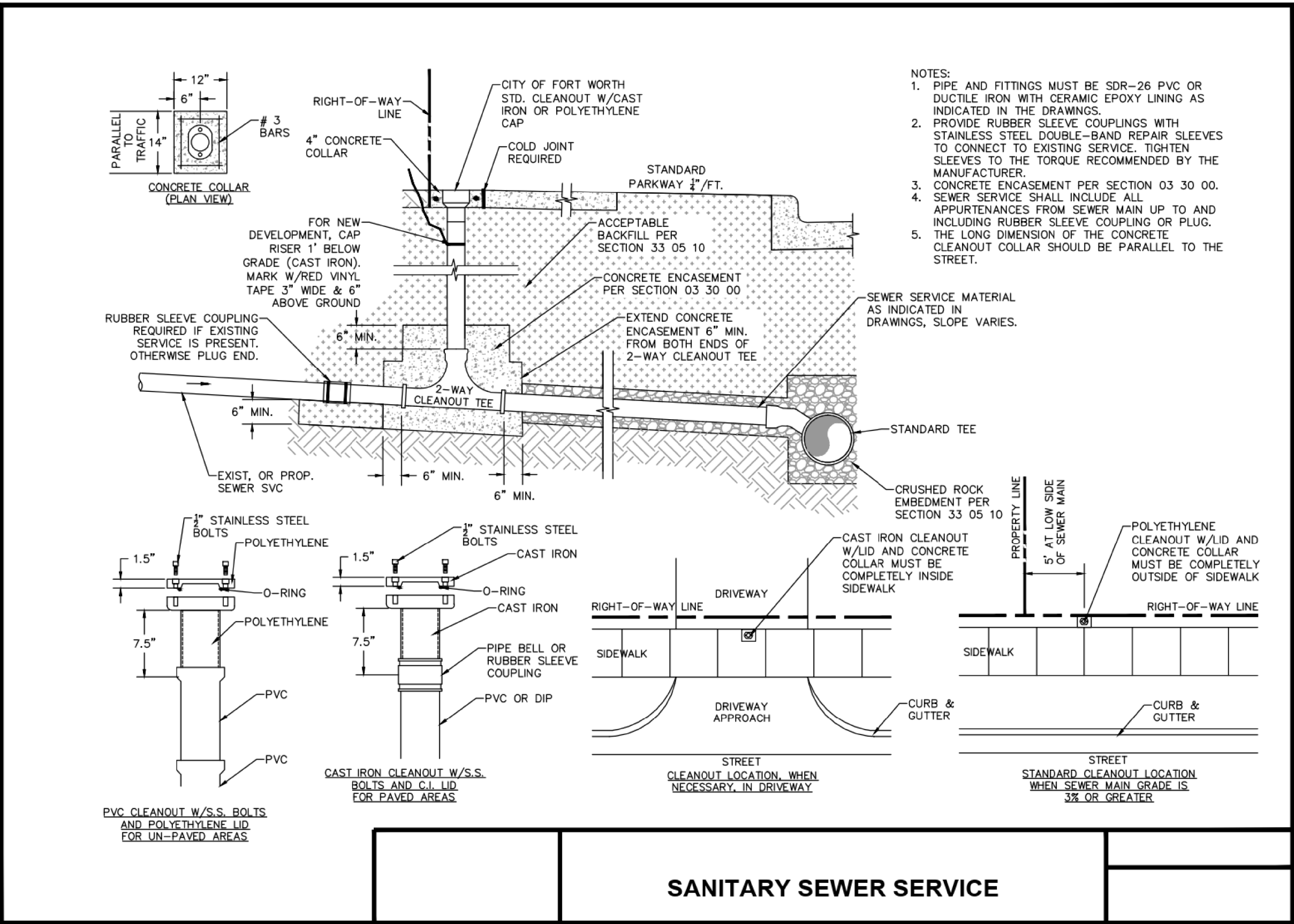
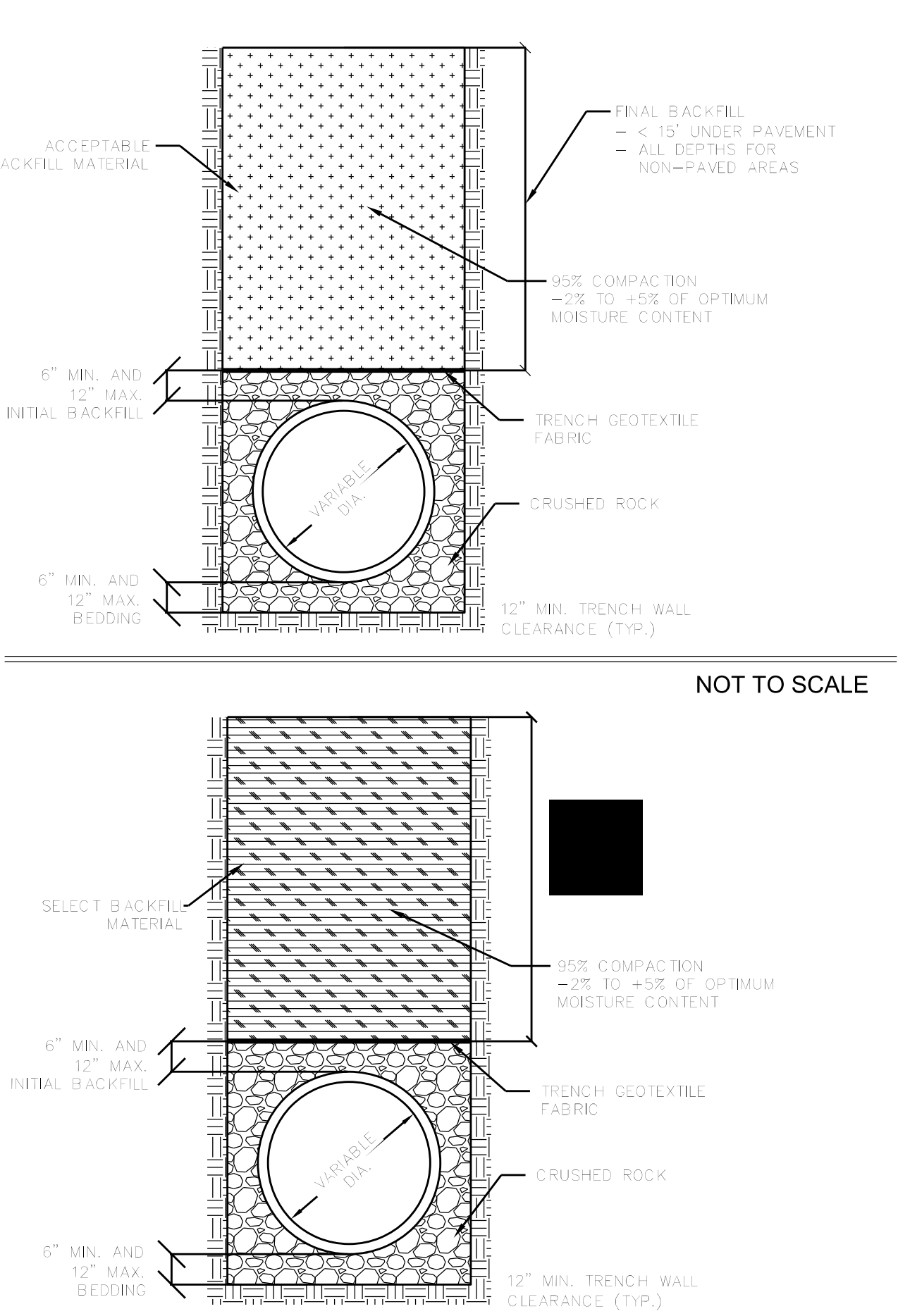
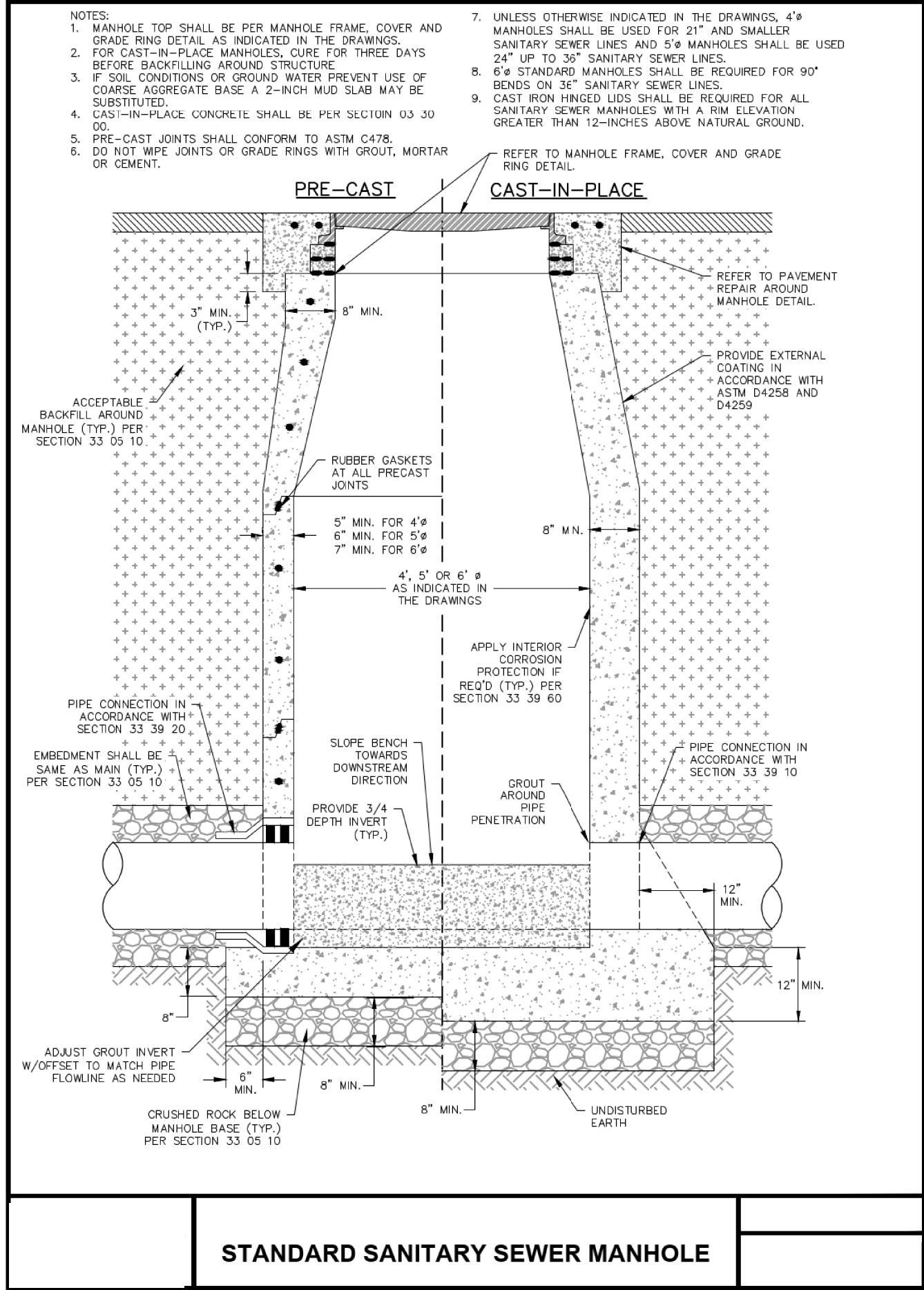
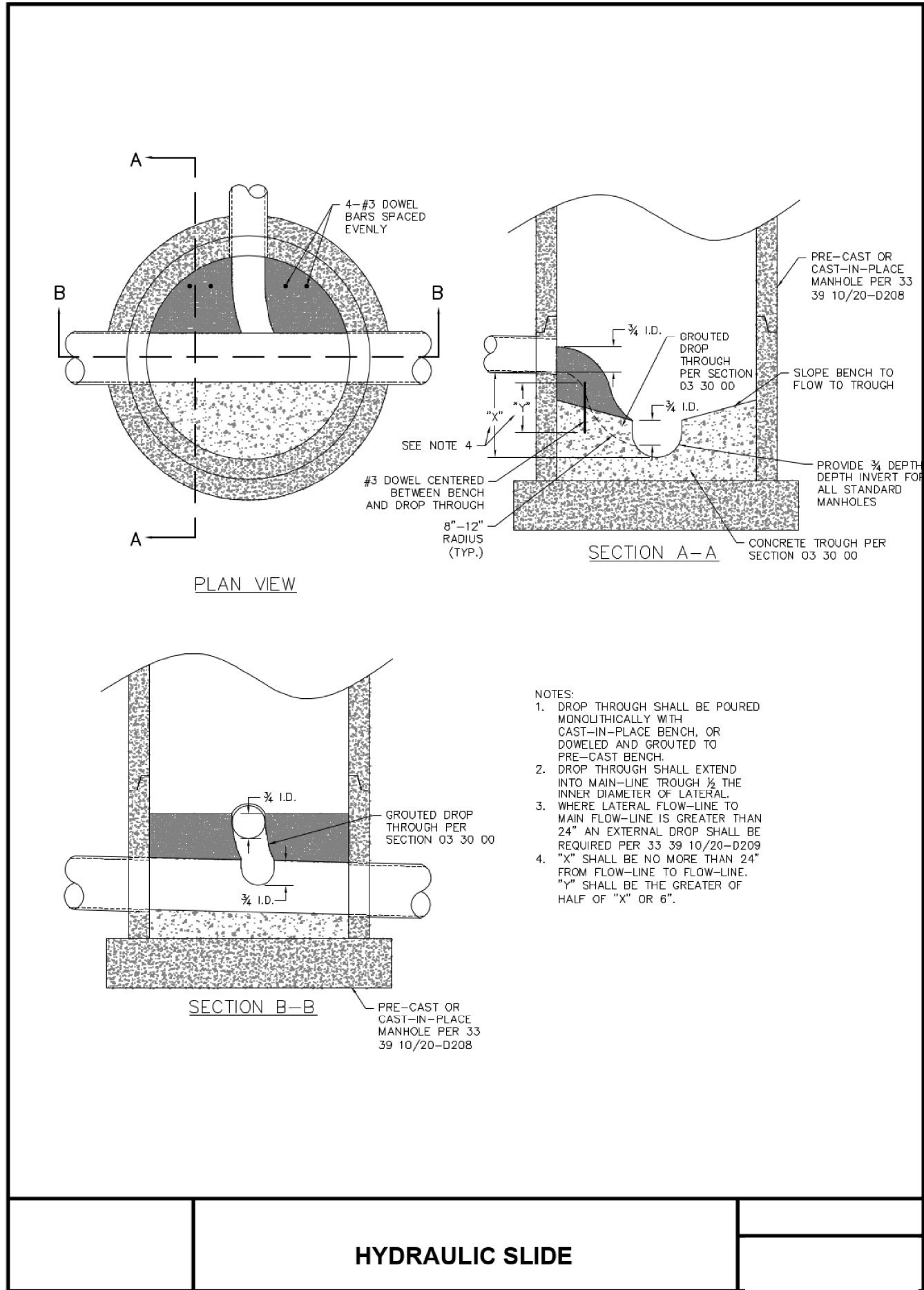
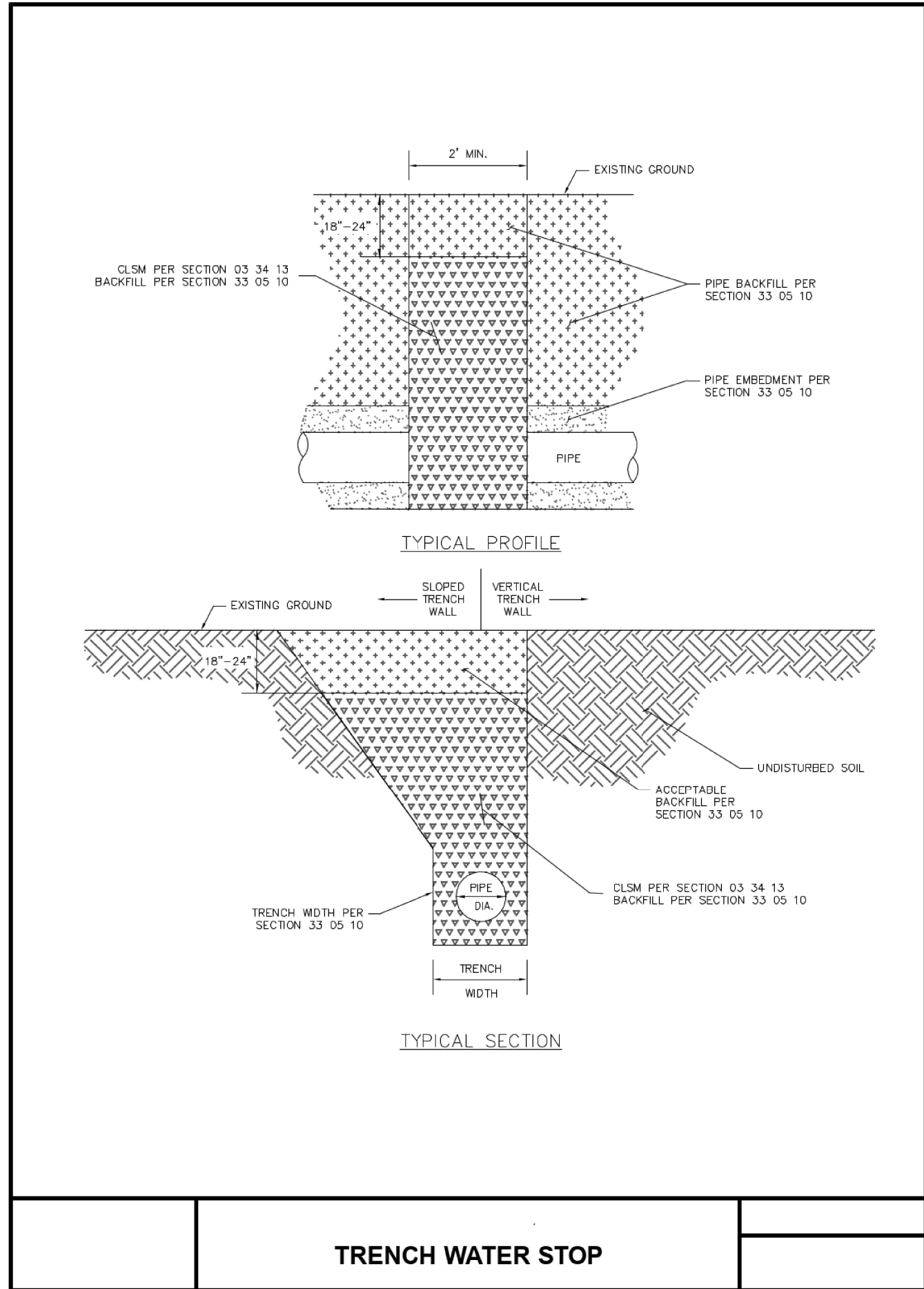


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RAUL M. ZAVALA 144856 10/02/2023
Type or Print Name PE # Date

REV.	DATE	REMARKS
SPRUCE		
WATER DETAILS		
ROANOKE, DENTON COUNTY, TEXAS		
PELTON LAND SOLUTIONS 9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO. 12207		
DESIGNED:	AEJ	DATE
DRAWN:	AEJ	PROJECT #
CHECKED:	RMZ	SHEET
OCT 2023		C503



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RAUL M. ZAVALA	144856	10/02/2023
Type or Print Name	PE #	Date
REV. DATE REMARKS		
SPRUCE		
SEWER DETAILS		
ROANOKE, DENTON COUNTY, TEXAS		
PELTON LAND SOLUTIONS		
9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO. 12207		
DESIGNED: AEJ	DATE: OCT 2023	PROJECT #: BLC23002
DRAWN: AEJ		SHEET: C505
CHECKED: RMZ		



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811 1-800-344-8377

ATMOS GAS 972-881-416

TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES
VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

PROJECT BENCHMARKS

BM NO. 1
X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470
FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

BM NO. 2
X-CUT ON INLET, SOUTH SIDE OF FAIRWAY DRIVE, +/- 75 FEET
WEST OF CENTERLINE OF PARK DRIVE
ELEV. 647.97

LEGEND

- | | |
|---|--|
|  | 8" - 3,500 PSI CONCRETE PAVEMENT
WITH #3 BARS @ 18" O.C.E.W. ON 6"
COMPACTED SUBGRADE PER
GEOTECHNICAL RECOMMENDATIONS |
|  | 7" - 3,500 PSI CONCRETE PAVEMENT
WITH #3 BARS @ 18" O.C.E.W. ON 6"
LIME TREATED SUBGRADE PER
GEOTECHNICAL RECOMMENDATIONS |
|  | 5" - 3,500 PSI CONCRETE PAVEMENT
WITH #3 BARS @ 18" O.C.E.W. ON 6"
COMPACTED SUBGRADE PER
GEOTECHNICAL RECOMMENDATIONS |
| | 4" SIDEWALK PAVING |

REFER TO GEOTECHNICAL REPORT FROM TERRACON
PROJECT NO. 95235095 FOR PAVEMENT & SUBGRADE
REQUIREMENTS.



0 40 80 120

GRAPHIC SCALE IN FEET

REV.	DATE	REMARKS

SPRUCE

PAVING PLAN

ROANOKE, DENTON COUNTY, TEXAS



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE	PROJECT #	SHEET
DRAWN: AEJ	OCT 2023	BLC23002	C60
CHECKED: RMZ			

NELSON, PEGGY L
A0923A MEP & PRR, TR

FAIRWAY DRIVE
(80' ROW)

PROPERTY BOUNDARY

FFE=660.00

ALLIANCE GATEWAY NORTH
LOT 3, BLOCK 7
AMERISOURCEBERGEN
DRUG CORP

PATRIOT PARKWAY
(80' ROW)

THE CITY OF ROANOKE,
TEXAS
INST.# 2022-147720
R P R D C T

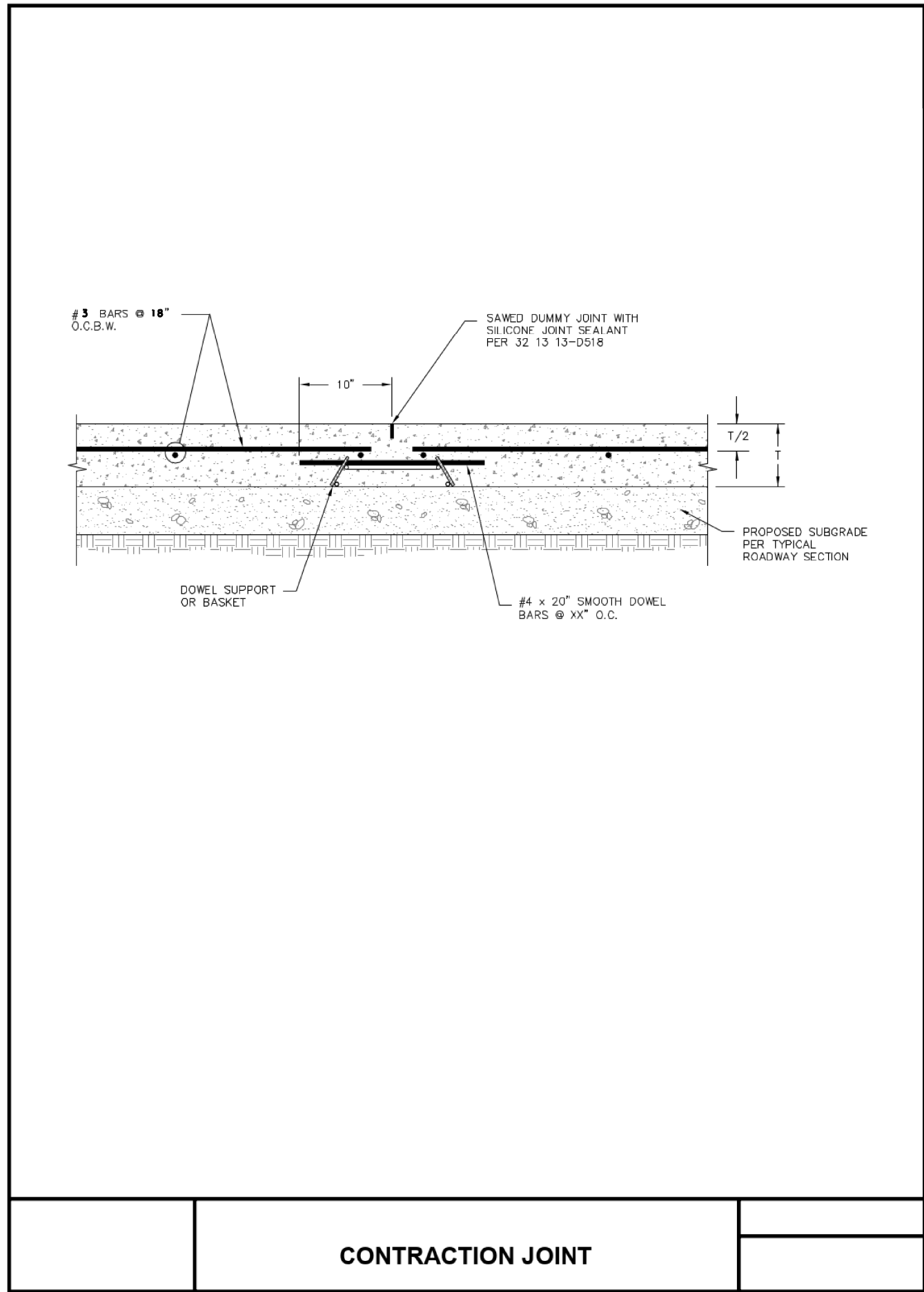
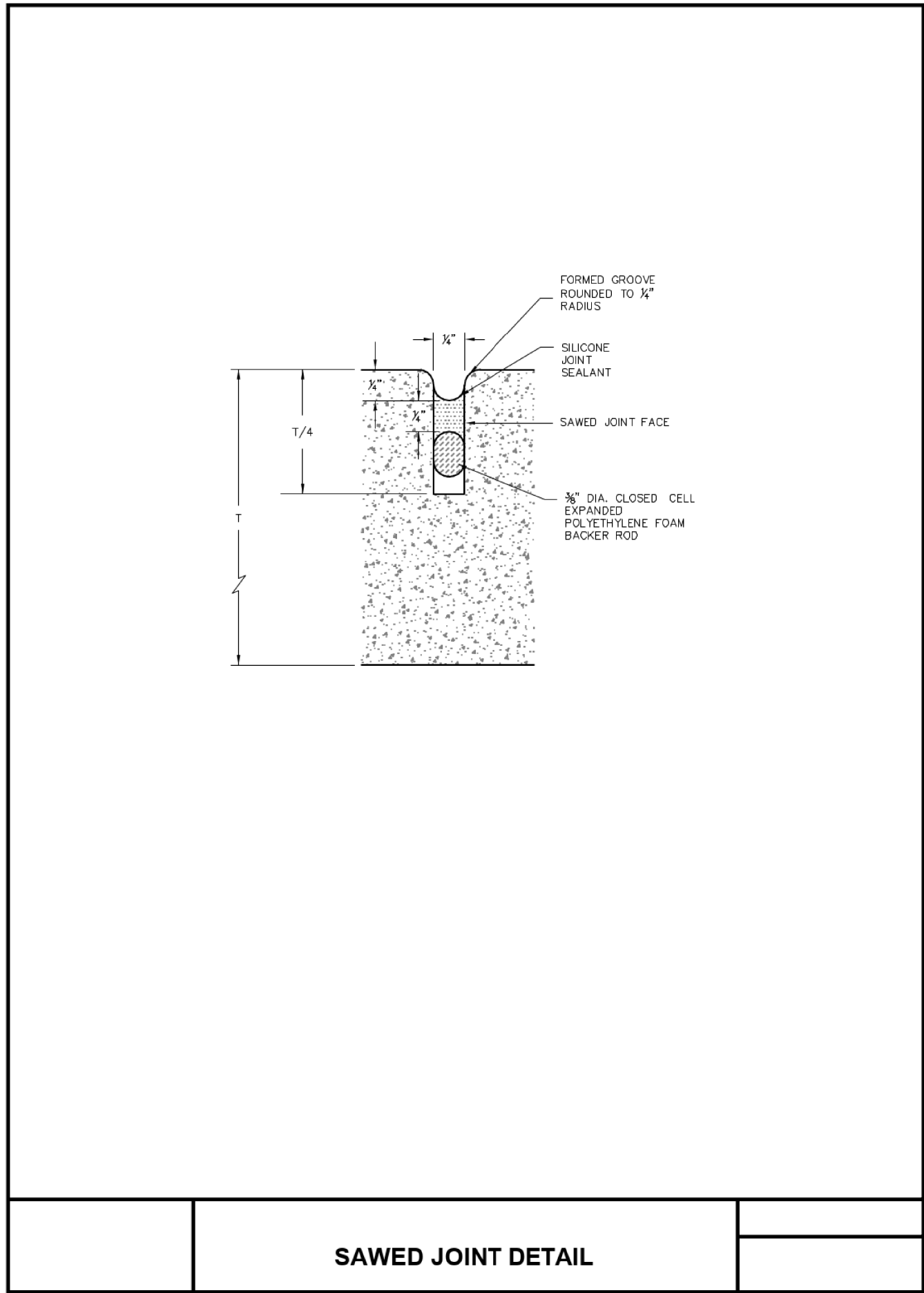
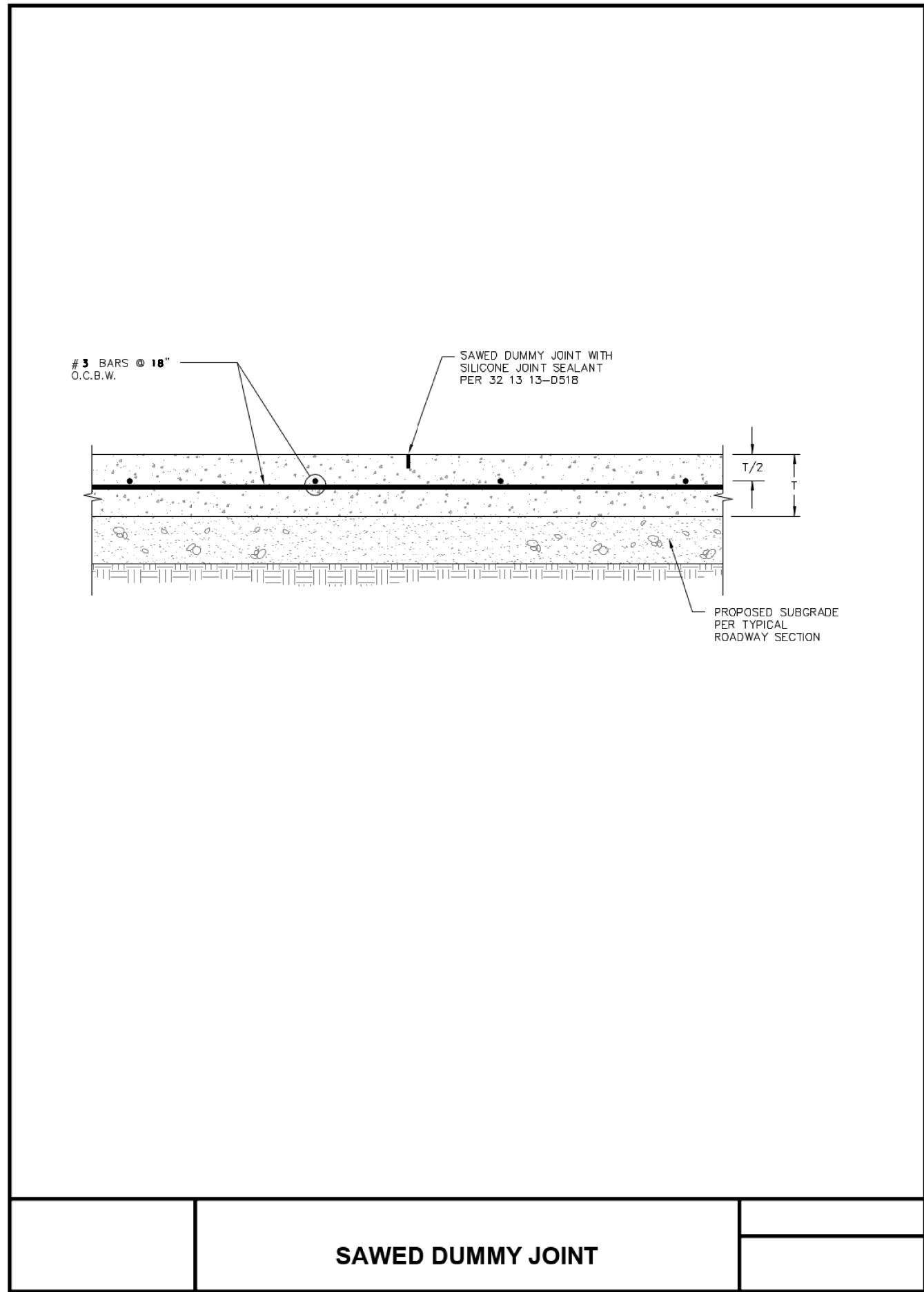
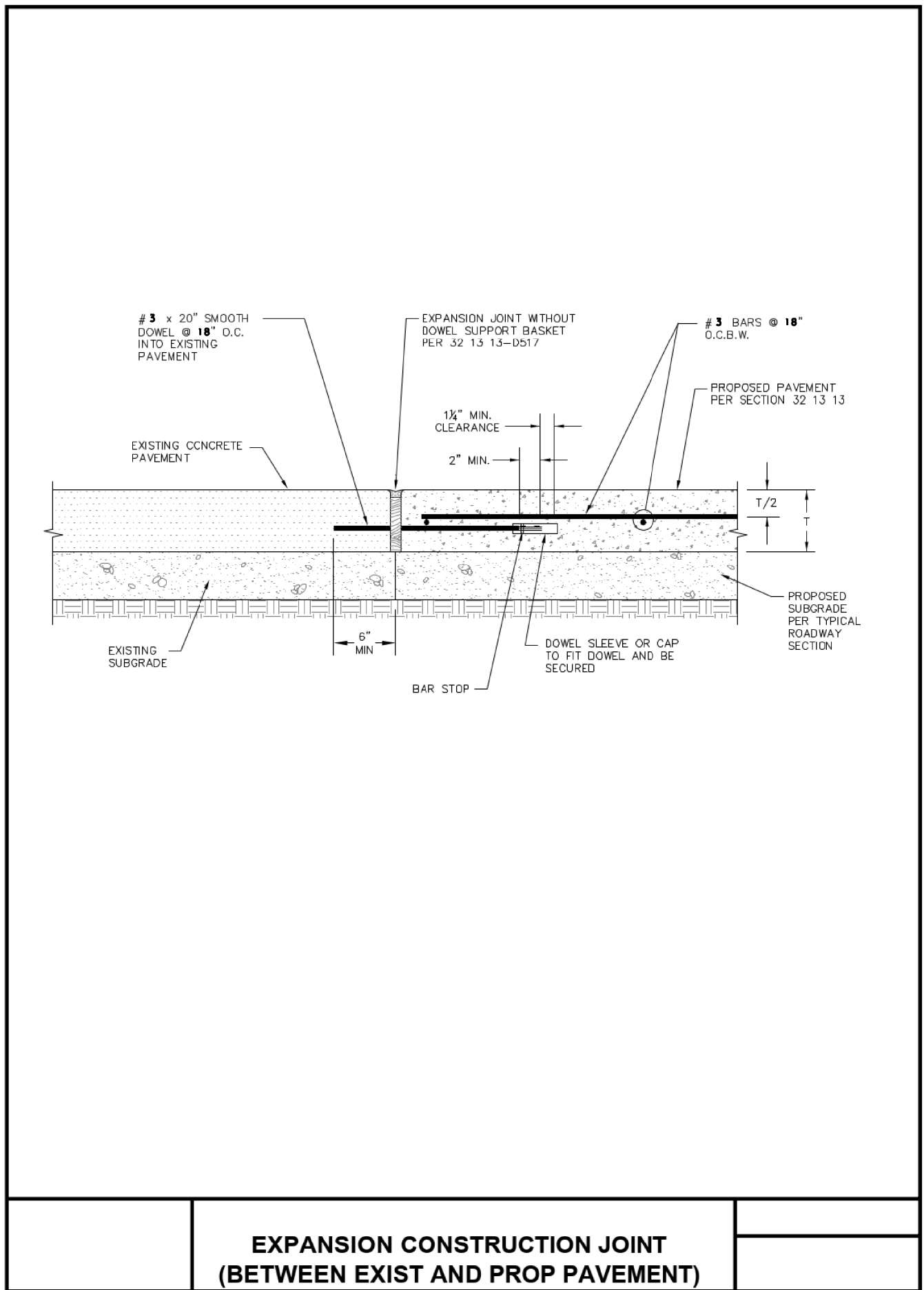
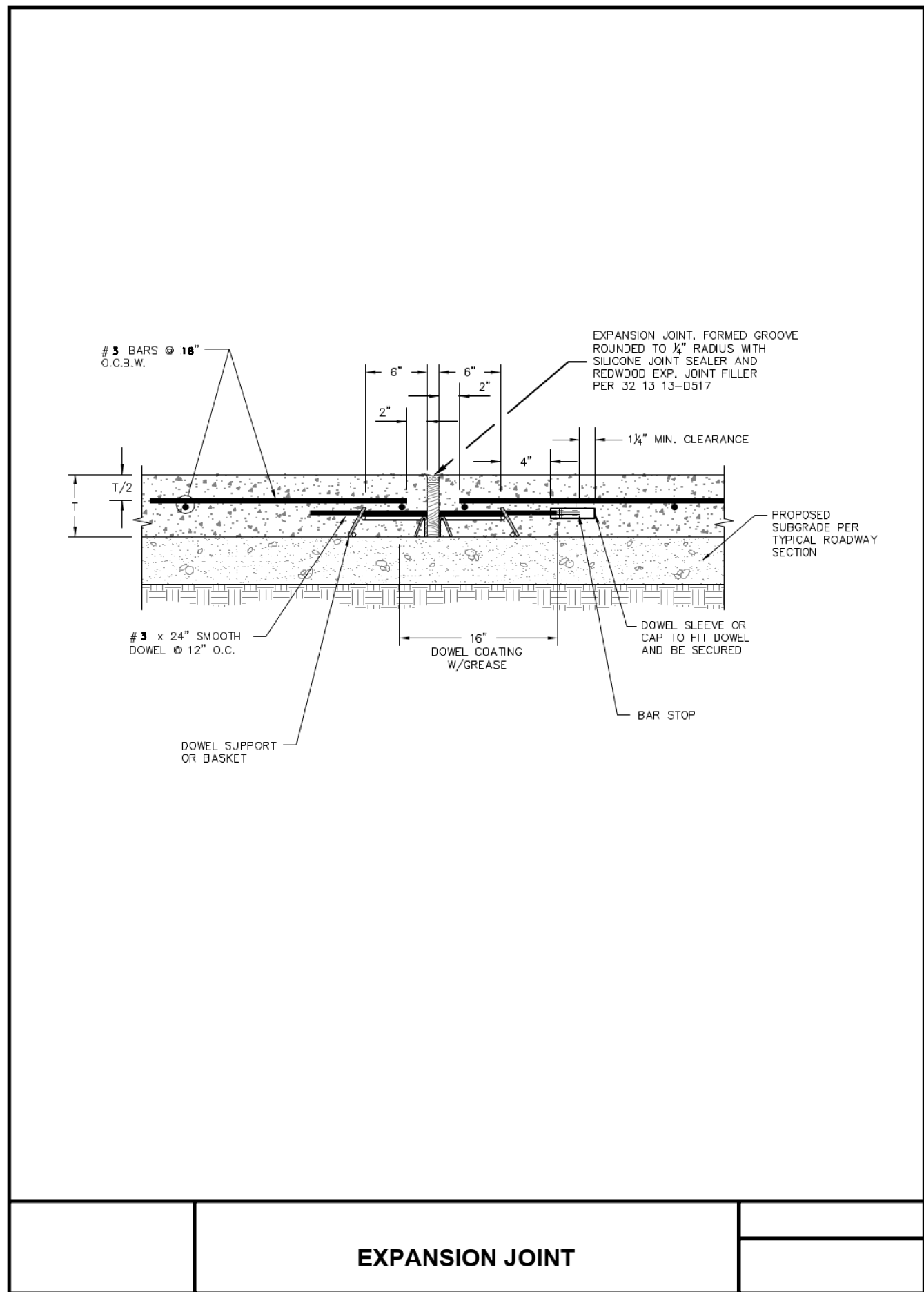
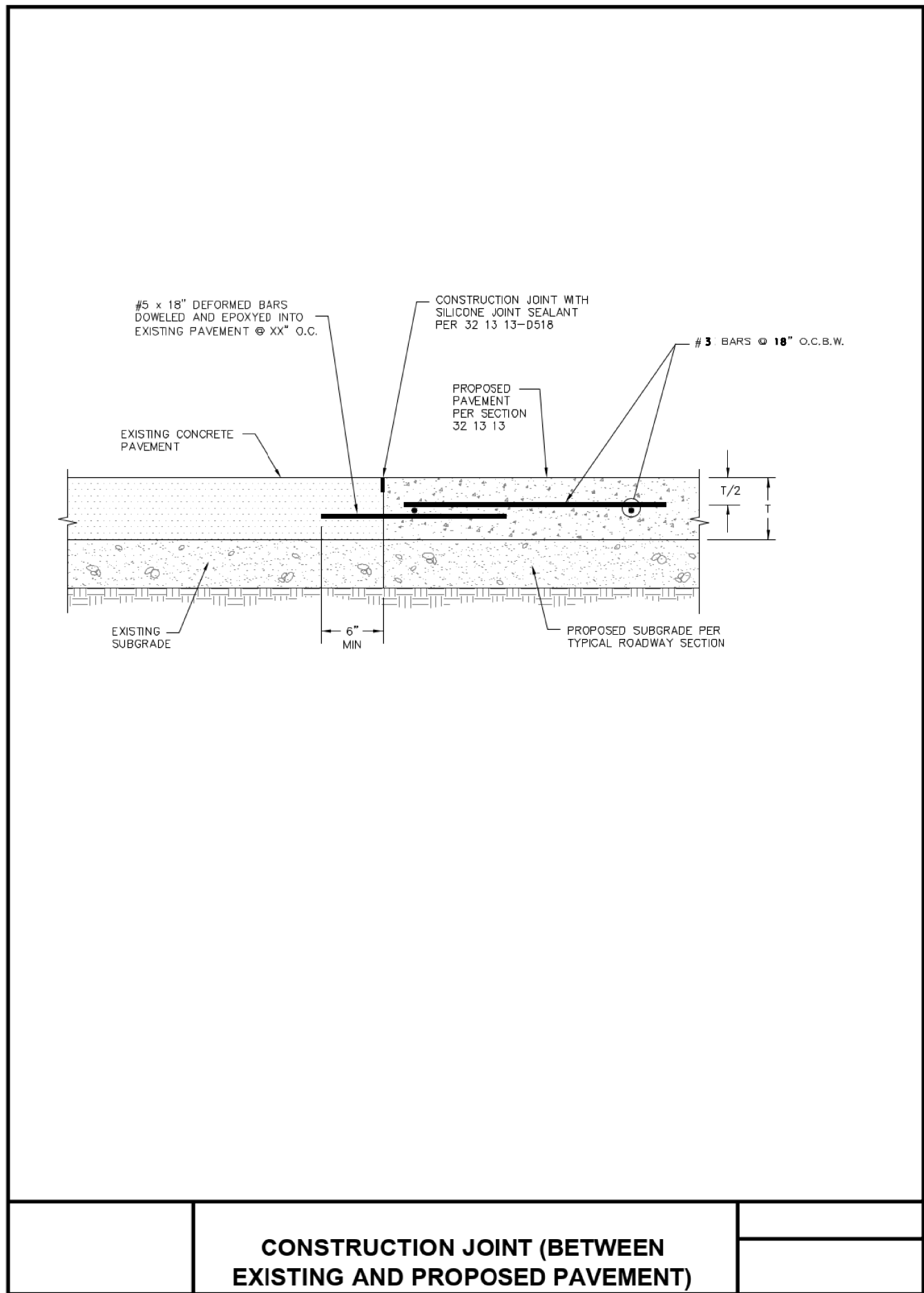
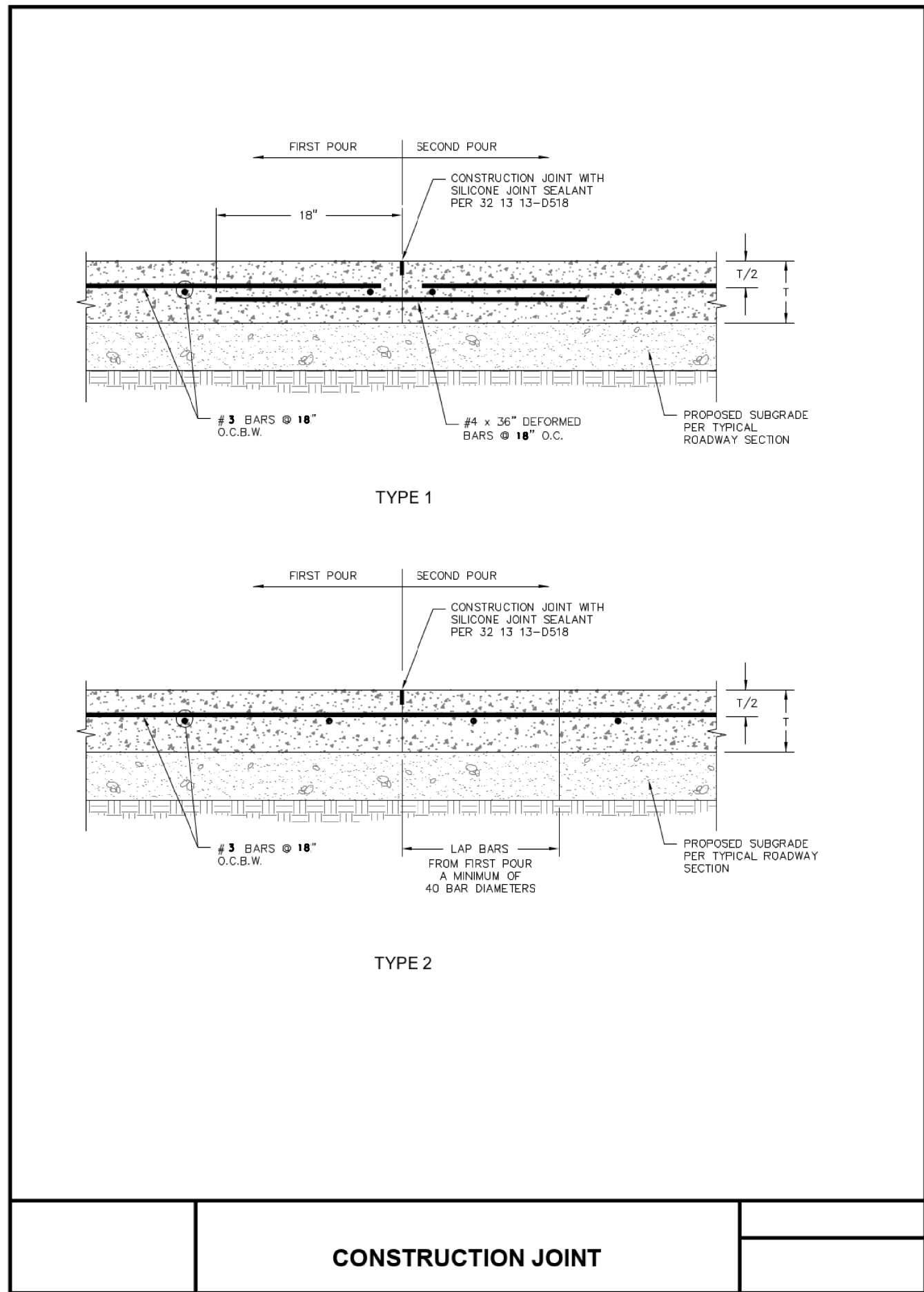
ALLIANCE GATEWAY
PHASE III ASSOCIATES
INST.# 2004-41133
R.P.R.D.C.T.

ALLIANCE GATEWAY NORTH
LOT 3R, BLOCK 6
INST.# 2012-64
R.P.R.D.C.T.

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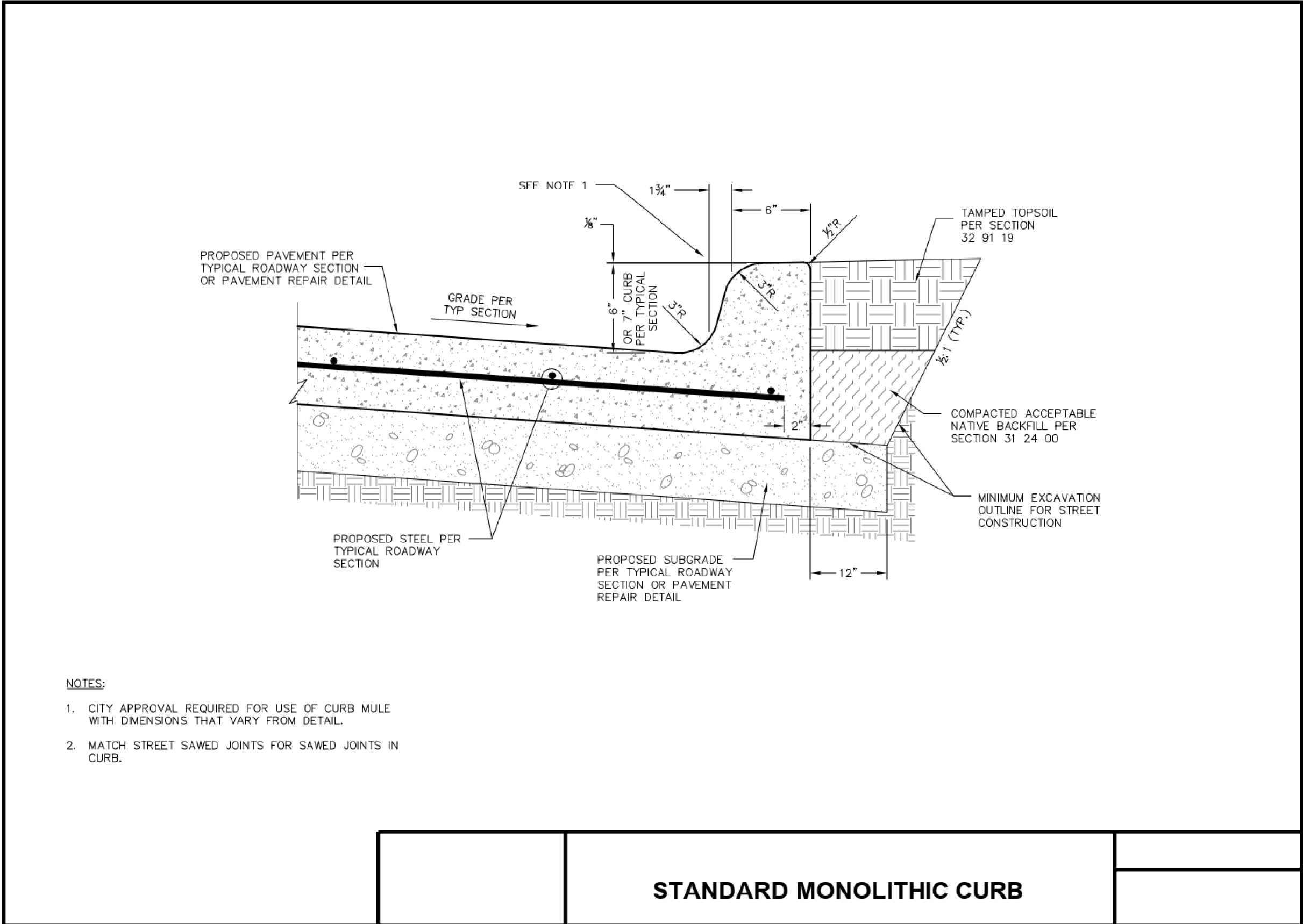
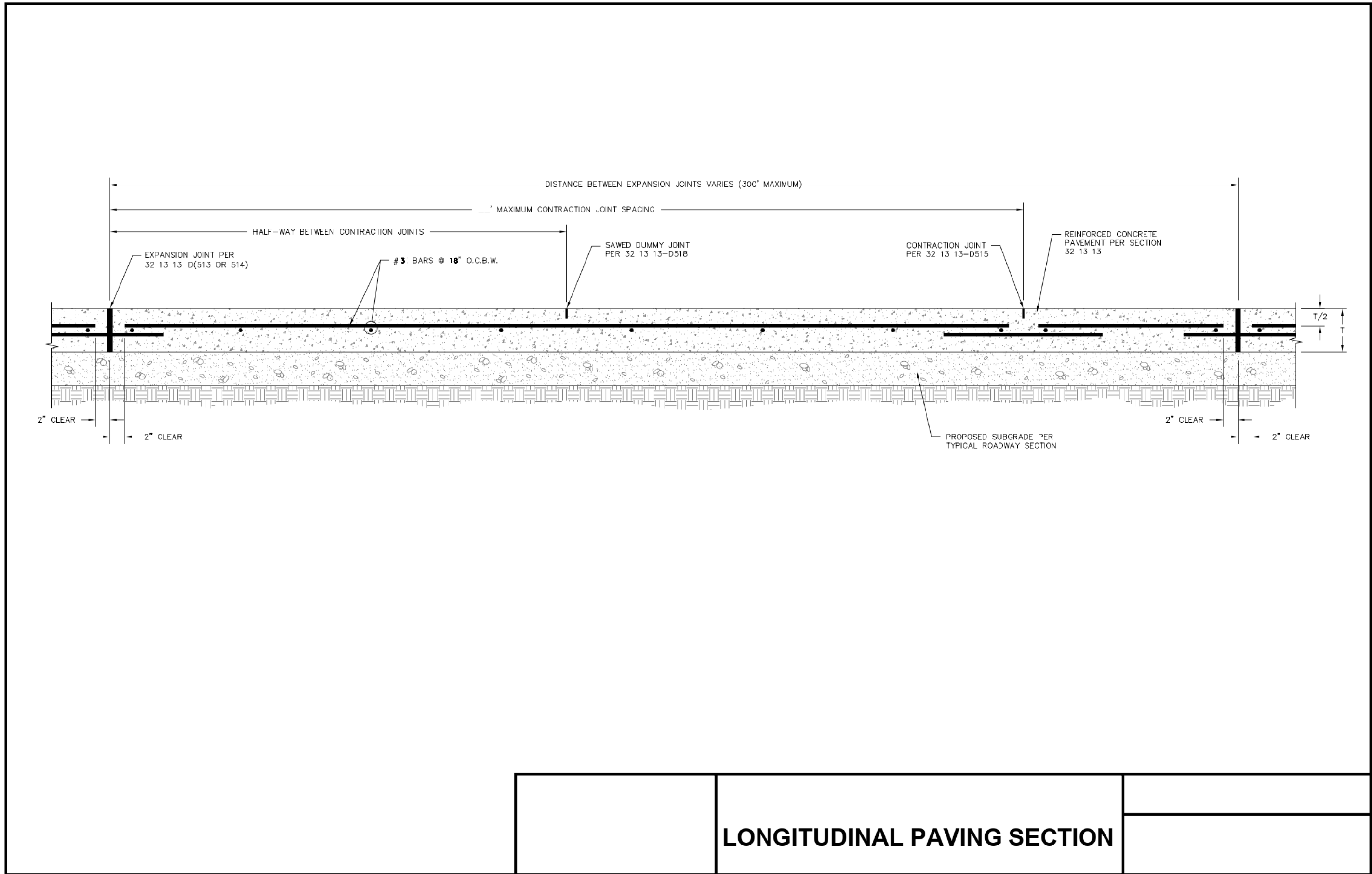
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Type or Print Name	PE #	Date

REV.	DATE	REMARKS

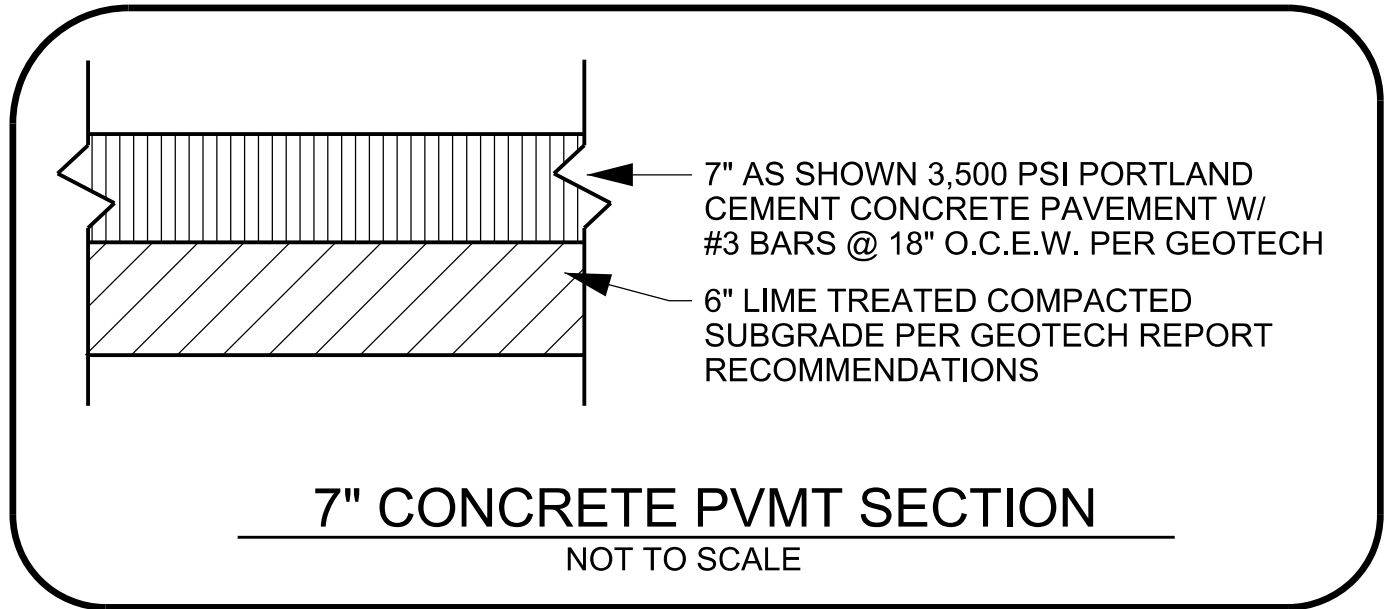
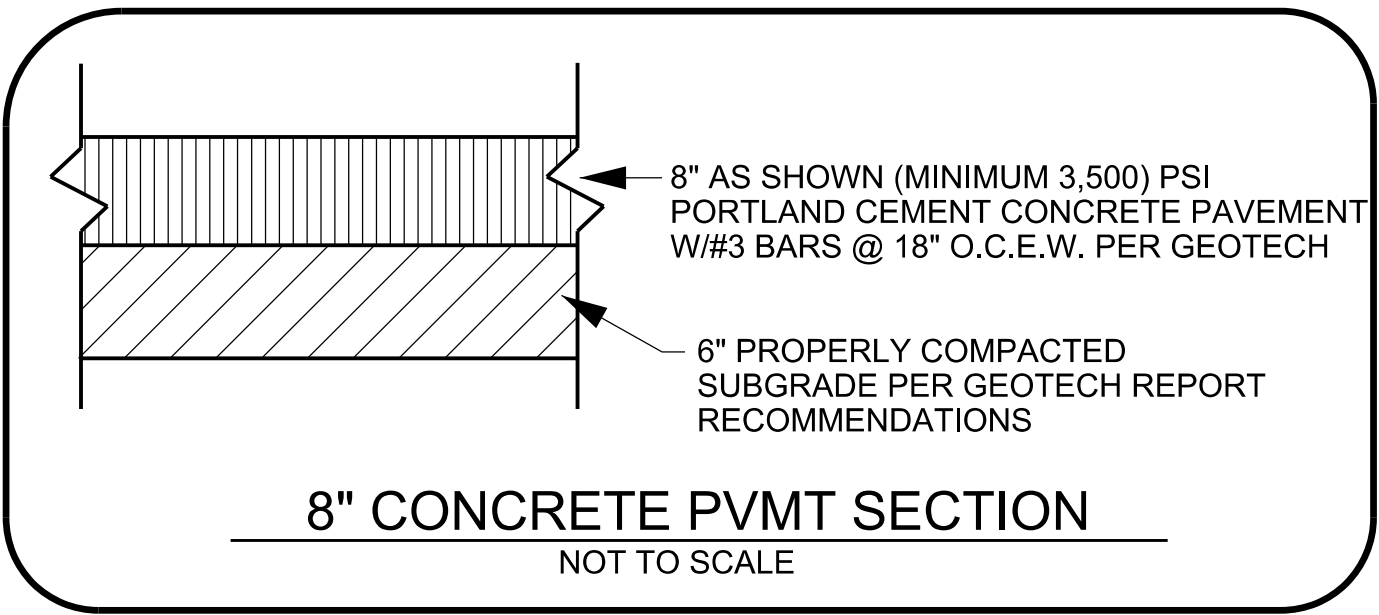
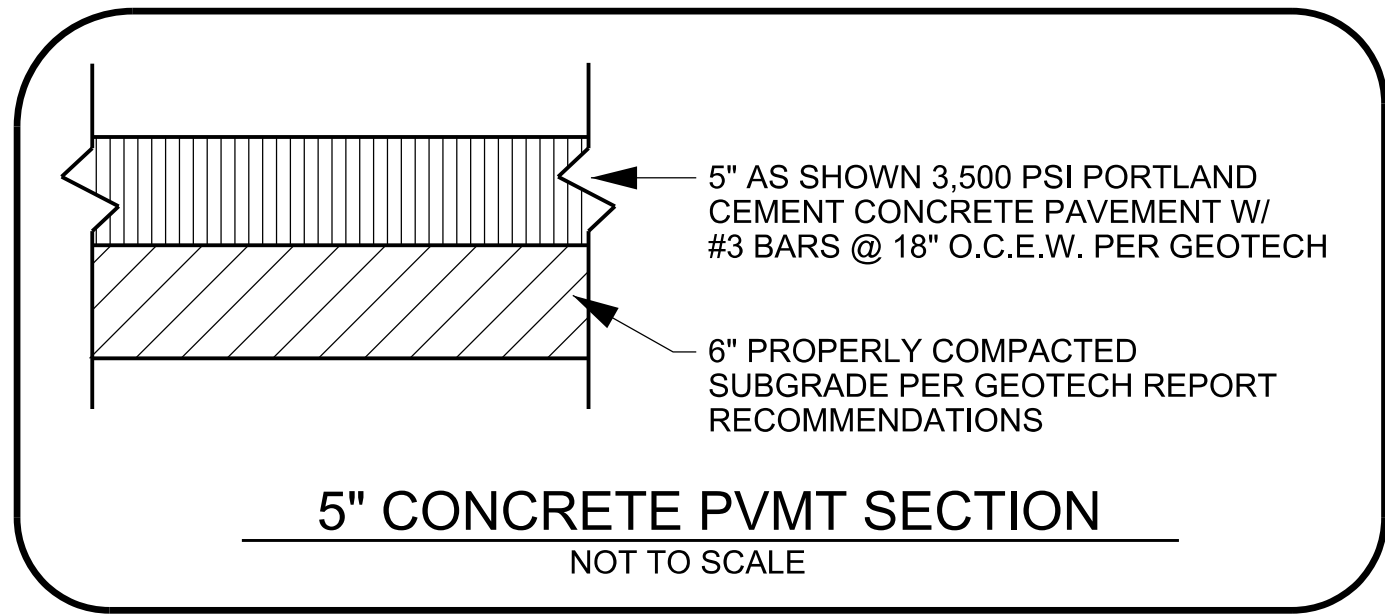
SPRUCE			
PAVING DETAILS			
ROANOKE, DENTON COUNTY, TEXAS			
PELOTON LAND SOLUTIONS 9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO. 12207			
DESIGNED: AEJ	DATE	PROJECT #	SHEET
DRAWN: AEJ	OCT 2023	BLC23002	C602
CHECKED: RMZ			

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NOTES:

1. CITY APPROVAL REQUIRED FOR USE OF CURB MULE WITH DIMENSIONS THAT VARY FROM DETAIL.
2. MATCH STREET SAWED JOINTS FOR SAWED JOINTS IN CURB.



TYPICAL PAVING SECTIONS
NOT TO SCALE

NOTE:

REFER TO TERRACON GEOTECH REPORT NO. 95235095 FOR ADDITIONAL PAVEMENT REQUIREMENTS

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RAUL M. ZAVALA 144856 10/02/2023
Type or Print Name PE # Date

REV.	DATE	REMARKS
SPRUCE		
PAVING DETAILS		
ROANOKE, DENTON COUNTY, TEXAS		
PELTON LAND SOLUTIONS 9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO 12207		
DESIGNED:	AEJ	DATE
DRAWN:	AEJ	OCT 2023
CHECKED:	RMZ	PROJECT #
		BLC23002
		SHEET
		C603

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Last Saved by: JACOR
PLA Date/Time: 10/04/2023 3:52 PM

GENERAL NOTES

- Contractor shall provide all materials and labor to complete scope of work as indicated in documents.
- All work shall be executed in accordance with all federal, state and local regulations, and shall comply with prevailing accessibility requirements. Contractor shall notify owner's representative of any portion of documents which conflict with regulations prior to construction.
- Contractor is responsible for securing all required permits, approvals and inspections related to scope of work.
- Reference to "owner's representative" are made in these documents, and refers to the project owner or designated representative, in addition to the owner's representative the contractor shall contact the landscape architect for design clarifications or additional information related to scope of work.
- Notify owner's representative 48 hours in advance of commencing work to coordinate project inspection schedule.
- Drawings are based on survey data and design drawings provided by others. It is the contractors responsibility to verify existing conditions and shall notify owner's representative of any discrepancies between documents and actual site conditions prior to construction. Failure to make such conflicts known to the owner's representative will result in the contractor's liability to relocate materials as directed.
- Do not proceed with any portion of work as indicated in documents if obstructions, discrepancies or unknown conditions are encountered. Notify the owner's representative immediately for direction on how to proceed.
- Contractor shall coordinate all work with other disciplines.
- Limits of work indicated on drawings, if any, are general in nature and are intended to define the general vicinity in with the scope of work exists. Actual limits of work shall include all areas necessary to complete scope of design intent.
- Unless otherwise noted, all existing trees shall be protected. Do not park, drive, operate machinery or store materials within the dripline of existing trees.
- The contractor shall locate and verify all existing utility lines prior to planting or construction and shall report any conflicts to the owner's representative. Verify with owner pipe line locations prior to digging. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor shall provide bid proposal listing unit prices for all material provided.
- Quantities shown on the plan are for the contractor's convenience only and are not guaranteed to be accurate. In the event of a discrepancy between quantities shown on the plan and quantities shown on the list, the quantities shown on the plan shall apply.

LANDSCAPE NOTES

- All non-dimensioned plants symbols, edging and bed lines are diagrammatic and shall be scaled from drawings.
- Stake the location of all proposed trees for approval by the owner's representative prior to commencement of planting. The owner's representative reserves the right to make minor adjustments to locations prior to planting.
- Paint or string all edging and bed line locations on finish grade for approval by the owner's representative prior to installation. The owner's representative reserves the right to make minor adjustments to locations prior to planting.
- Refer to details and specifications for plant pit dimensions and backfill requirements.
- All plant material shall be maintained in a healthy growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days. Unless otherwise approved in writing by the owner or owner's representative.
- All new plant material shall conform to the minimum guidelines established for nursery stock published by the American association of nurseryman, Inc. in addition, all new plant material for the project shall be of specimen quality.
- All new plants shall be container- grown, unless otherwise noted on the plant list.
- The general contractor shall supply all new plant material in quantities sufficient to complete the plantings shown on the drawings.
- No trees shall be planted before acceptance of rough grading. Tree shall bear same relationship to finish grade as they bore to previous grade.
- Contractor shall fine grade areas to achieve final contours as indicated. Planting bed areas to be excavated or left below final finished grade to accommodate for soil amendment / mulch.
- All planting beds to be tilled to depth of 6" and, backfilled with 4" of organic mulch.
- All planted areas to be mulched as specified in plan / details.
- All landscaped areas are to be maintained in accordance with city regulations.
- All plant varieties must come from a same source supplier in order to maintain a consistent appearance.
- All container grown material must be of nursery stock conditions, with a well-established root system reaching the sides of the container, to maintain a firm ball when the container is removed, but shall not have excessive root growth encircling the inside of the container.
- All shrub planting beds and lawn areas to be separated by steel edging unless otherwise noted. No steel to be installed adjacent to sidewalks, curbs or fences.
- All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (et) weather-based controllers and said irrigation system shall be designed by a licensed irrigator.

MAINTENANCE NOTES

- The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping and irrigation. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping. All plant materials shall be maintained in a health and growing condition as is appropriate for the season of the year. All irrigation heads or lines which are broken shall be replaced or repaired to prevent the waste of water.
- The owner shall be responsible for replacing all plant material, which shows dead branching over 75 percent or more of the normal branching pattern and repair of irrigation systems. Plant materials, which die, shall be replaced with plant material of similar variety and similar initial size.
- Contractor shall provide a separate bid proposal for one year's maintenance to begin after final acceptance.

GENERAL LAWN NOTES

- Contractor shall coordinate operations and availability of existing topsoil with on-site construction manager.
- Contractor shall leave lawn areas 1" below final finished grade.
- Contractors shall fine grade areas to achieve final contours as indicated on the civil plans. Provide uniform rounding at the top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas shall be fine graded, irrigation trenches completely settled and finish grade approved by the owner's construction manager or landscape architect prior to lawn installation.
- Contractor shall remove all rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. prior to placing topsoil and lawn installation.
- Contractor shall maintain all lawn areas until final acceptance. This shall include, but not be limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of acceptable turf area and shall provide replacement from local supply if necessary.

SOLID SOD NOTES

- Plant sod by hand to cover indicated areas completely. Ensure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
- Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
- Water sod thoroughly as sod operation progresses.
- If installation occurs between September 1 and March 1, all sod areas to be over-seeded with winter ryegrass, at a rate of four (4) pounds per one thousand (1000) square feet.
- Sod shall be clean and reasonably free of weeds and noxious pest and insects.

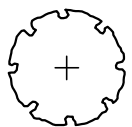
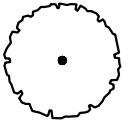
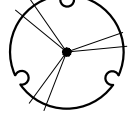
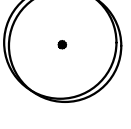
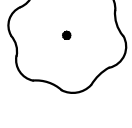
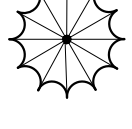
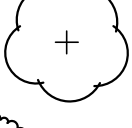
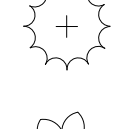
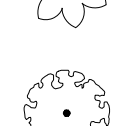
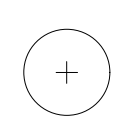
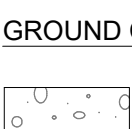
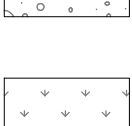
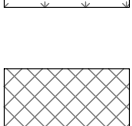
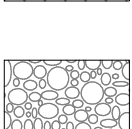
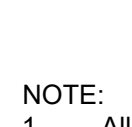
IRRIGATION NOTES

- All areas containing turf, ground cover, shrubs, trees, or other planted material shall be irrigated with a permanent below-ground, automatic irrigation system, designed by a licensed irrigator. Temporary irrigation to establishment is acceptable as approved by the owner's representative and Landscape Architect and shall be designed and installed by a licensed irrigator.
- All irrigation systems shall be installed with rain and frost sensors, and shall meet all applicable state and local regulations.
- All areas other than turf shall be irrigated using Netafim™ or approved equal subterranean drip.
- Hydromulched turf areas are to be irrigated with temporary above-ground irrigation for a minimum of 90 days and until achieving 100% germination.

SOIL PREPARATION NOTES

- Contractor to perform a soil test prior to beginning any landscape work and shall provide the project Landscape Architect with the results to determine if any amendments in addition to the ones set forth in this plan set are required. Appropriate soil preparation is to be determined on a site by site basis, and the Landscape Architect has the right to amend the soil preparation requirements pending soil test results.
- The contractor shall establish a soil management plan/operation throughout the construction process. All topsoil may become sterile and non-fertile over time. The contractor shall amend and supplement the stockpiled topsoil as necessary to yield a fertile topsoil supply. The contractor's bid shall include all necessary topsoil (import may be required) as required to backfill all disturbed areas. The lack of available on-site topsoil will not be grounds for a change order or additional pay.
- On-site excess excavations and utility spoils that are free of rocks larger than 1", trash, debris, roots or other deleterious matter may be used as general earth fill, but shall not be used as topsoil. General earth fill may be used to bring all disturbed areas to six inches (6") below grade.
- All turf areas shall be undercut six inches (6") below grade and scarified. Six inches (6") of topsoil shall be used to bring all disturbed areas to finish grade. All topsoil shall be fertile (based on the results of a soil test provided to the Landscape Architect) and shall not contain rocks larger than 1", trash, debris, root or other deleterious matter.
- All landscape beds shall be undercut six inches (6") below finish grade. Three inches (3") of organic compost shall be added to the landscape bed and tilled an additional four to six inches (4-6"). After plant material and weed barrier fabric is installed per the provided specifications and details, four inches (4") of mulch shall be applied to the landscape bed.

PLANT SCHEDULE

CANOPY TREE	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	QM	Quercus macrocarpa	Burr Oak	3" Cal.	3	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
	QS	Quercus shumardii	Shumard Red Oak	3" Cal.	3	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
	QV	Quercus virginiana	Live Oak	3" Cal.	24	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
	UC	Ulmus crassifolia	Cedar Elm	3" Cal.	3	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
	UP	Ulmus parvifolia	Lacebark Elm	3" Cal.	3	Container grown, 12' height, 5' spread, 4' branching height, upright growth, full rounded canopy, strong central leader
CONIFEROUS TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	JE	Juniper virginiana	Eastern Red Cedar	3" Cal.	14	Container grown, 8' height, 4' spread, strong central leader, upright growth, branches full to base.
ORNAMENTAL TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	LI	Lagerstroemia indica 'Tuscarora'	Crape Myrtle	45 gal.	18	Container grown, 8' height, 4' minimum spread, 2" caliper minimum
	VC	Vitex agnus-castus	Chaste Tree	45 gal.	14	Container grown, 8' height, 4' spread minimum, 2" caliper minimum
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	NR	Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	45 gal.	63	Container full, 36" spread, spaced at 72" height, spaced at 60" on-center
	LB	Liriope muscari 'Big Blue'	Big Blue Lilyturf	3 gal.	335	Container full, 12" spread, spaced at 18" on-center typical.
	LS	Loropetalum chinense rubrum 'Shang-hi' TM	Purple Diamond Fringe Flower	3 gal.	245	Container full, 24" spread, spaced at 36" on-center typical.
	MP	Myrica pusilla	Dwarf Wax Myrtle	3 gal.	134	Container full, 24" spread, spaced at 36" on-center typical.
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	--		Decomposed Granite (DG)	Less than 1/8" in Dia.	354 sf	Tan in color to match Alliance standard; 4" depth compacted in 1" lifts.
	---	Cynodon dactylon	Common Bermuda Grass (Sod)	sod	51,054 sf	Lawn solid sod, regional, drought tolerant - refer to notes.
	EC	Euonymus fortunei 'Coloratus'	Purple-leaf Wintercreeper	4" Pots	1,091	Container full, (5) runners minimum. 12" spread, spaced at 12" on-center typical.
	NB	Native Bull Rock	Native Bull Rock	2"- 4"	4,035 sf	Texas NativeBull Rock

NOTE:

- All trees shall have straight trunks and be matching within varieties.
- All trees shall have a full and uniform canopy.
- Root balls should be well-formed, intact, with trunk firmly attached. Minimum root ball size for a 3" caliper tree is 32".
- Plant list is an aid to bidders only. Contractor shall verify all quantities on plan.
- All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated.
- Do not install steel edging along sidewalks or curbs.

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:	
TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.	

City of Roanoke Landscape Requirements	
Requirement: 20% of the lot/tract area shall be pervious, permanently landscaped area.	
Site Area: 236,156 SF	
Required: 47,232 SF (20%)	Provided: 62,911 (27%)
Requirement: A minimum fifteen-foot (15') landscaped street buffer shall be required along any street frontage for any other nonresidential development. One large shade tree and four small ornamental trees shall be required per fifty (50) linear feet (or portion thereof) of street buffer frontage. The landscaped street buffer area may be included in the required landscape area percentage.	
Frontage Length: 915 LF	
Required: 19 canopy trees	Provided: 16 canopy trees
73 ornamental trees	32 ornamental trees
We are seeking a variance for the number of trees along the frontage. The Alliance Gateway III Assosiation has recently adjusted their requirements to 1 shade tree per 60 LF and 4 ornamental trees per 100 LF of frontage. The purpose of this reduction is to ensure the longevity of the sodded areas beneath the tree canopies on trees reach mature size. Additionally, there are existing and proposed utilities along the frontage that constrain the space.	
Requirement: One canopy or ornamental tree for every 10 parking spaces. One large shade tree within sixty (60) feet of every parking space.	
Total Parking Spaces: 59	
Required: 6 trees	Provided: 13 trees
Requirement: Minimum five-foot (5') wide landscaped buffer strip around the sides and rear perimeter of the lot/tract. Within the 5-foot (5') perimeter buffer shall be provided a four-foot (4') tall screen comprised of hardy, evergreen shrubs, decorative walls with shrubs, or similar landscaping.	
Required: Five-foot (5') side and rear lanscaped buffer with screening shrubs.	
Provided: Proposed landscaped buffer with required screening Dwarf wax myrtle and Nellie R. Stevens Hollies where space allows. We are seeking a variance for the southern property line due to the lack of space in between truck court parking and the drainage easement directly adjacent. The 7-foot space between the curb and the fence should be utilized for truck trailer overhang. Across the drainage easement is a compatible use (industrial truck court), and there will be a fence proposed that will assist in screening views to this area.	

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY: OR UNDER THE SUPERVISION OF:

JORDAN A. KAYLOR 3117 10/04/2023
TYPE OR PRINT NAME PLA# DATE

NO.	DATE	REVISION		
PROJECT SPRUCE				
LANDSCAPE GENERAL NOTES				
ROANOKE, DENTON COUNTY, TEXAS				
 PELTON LAND SOLUTIONS TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 8800 HILLWOOD DRIVE, SUITE 200, FORT WORTH, TEXAS 76177 FORT WORTH PHONE: (817) 562-3350				
DRAWN: JLC	DATE	PROJECT #	SHEET	
DESIGNED: JLC	OCTOBER 2023	BLC23002	L001	
REVIEWER: JAK				

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
CITY OF ROANOKE PUBLIC WORKS	817-491-6099

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

PLANT SCHEDULE

CANOPY TREE	CODE	COMMON NAME
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	QM	Burr Oak
	QS	Shumard Red Oak
	QV	Live Oak
	UC	Cedar Elm
	UP	Lacebark Elm

CONIFEROUS TREES	CODE	COMMON NAME
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	JE	Eastern Red Cedar
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ORNAMENTAL TREES	CODE	COMMON NAME
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	LI	Crape Myrtle
	VC	Chaste Tree

SHRUBS	CODE	COMMON NAME
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	NR	Nellie R. Stevens Holly
	LB	Big Blue Lilyturf
	LS	Purple Diamond Fringe Flower
	MP	Dwarf Wax Myrtle

GROUND COVERS	CODE	COMMON NAME
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	--	Decomposed Granite (DG)
	---	Common Bermuda Grass (Sod)
	EC	Purple-leaf Wintercreeper
	NB	Native Bull Rock

PRELIMINARY -FOR REVIEW ONLY-

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JORDAN A. KAYLOR	3117	10/04/2023
TYPE OR PRINT NAME	PLA #	DATE

NO.	DATE	REVISION

PROJECT SPRUCE

OVERALL LANDSCAPE PLANTING PLAN

ROANOKE, DENTON COUNTY, TEXAS



TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 200, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: JLC	DATE: OCTOBER 2023	PROJECT #: BLC23002	SHEET: L100
DESIGNED: JLC			
REVIEWER: JAK			

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SECTION 32 9300 - LANDSCAPE PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:
1. Planting (trees, shrubs and grasses)
 2. Bed preparation and fertilization
 3. Notification of sources
 4. Water and maintenance until final acceptance
 5. Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (Z60.1) - plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel and crushed stone. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (4.5") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:
1. The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
 2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.
- B. Guarantee:
1. Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
 - a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
 - b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
 - c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.
 2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
 3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
 4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.
- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

- A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- C. Selection of Plant Material:
1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.
 2. Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.
 3. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
 4. Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions, do not measure from branch or root tip-to-tip.
 5. Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.
 6. Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.
 7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Preparation:
1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.
 2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.
- B. Delivery:
1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.
 2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
 3. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.
 4. Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.
 5. Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.
 6. Remove rejected plant material immediately from job site.
 7. To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.
- B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.
- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.
- D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as specified at no additional cost to the Owner.

- E. Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature confirms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)
- F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

- A. Sandy Loam:
1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.
 2. Physical properties as follows:
 - a. Clay - between 7-27 percent
 - b. Silt - between 15-25 percent
 - c. Sand - less than 52 percent
 3. Organic matter shall be 3%-10% of total dry weight.
 4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
- C. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.
- D. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown.
- E. Organic Fertilizer: FertiLaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.
- F. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.
- G. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: 1/8" x 4" x 16' - dark green, DURAEDGE® steel landscape edging manufactured by The J.D. Russell Company under its trade name DURAEDGE Heavy Duty Steel.
- B. Staking Material for Shade Trees: refer to details.
- C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.
- D. Filter Fabric: "Mirafi Mirascape" by Mirafi Construction Products or approved equal.
- E. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- B. All planting areas shall be conditioned as follows:
1. Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
 2. All planting areas shall receive a four (4") inch layer of specified mulch.
 3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.
- C. Grass Areas:
1. Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

3.2 INSTALLATION

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

- B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- C. Position the trees and shrubs in their intended location as per plan.
- D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.
- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.
- F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul from site all rocks and stones over three-quarter (3/4") inch in diameter. Plants should be thoroughly moist before removing containers.
- G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.
- H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per tree planting detail as approved by the Landscape Architect if the percolation test fails.
- I. Backfill only with native soil. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top 1 of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of "root soening".
- J. Do not wrap trees.
- K. Do not over prune.
- L. Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.
- M. All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.
- N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3) feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
- O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.
- P. Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.
1. Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.
 2. Pruning shall be done with clean, sharp tools.
 3. Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.
- Q. Steel Curbing Installation:
1. Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.
 2. All steel curbing shall be free of kinks and abrupt bends.
 3. Top of curbing shall be 1" maximum height above final finished grade.
 4. Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
 5. Do not install steel edging along sidewalks or curbs.
 6. Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

3.3 CLEANUP AND ACCEPTANCE

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:		
TEXAS 811	1-800-344-8377	
ATMOS GAS	972-881-4161	
TXU ELECTRIC DELIVERY	1-800-711-9112	
CITY OF ROANOKE PUBLIC WORKS	817-491-6099	
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.		

1 TREE PLANTING & STAKING DETAIL

N.T.S.

NOTES:

1. TEMPORARY TREE ANCHORS AND ARBOR TIE TO BE REMOVED AFTER ONE FULL GROWING SEASON OR AFTER TREE IS FULLY ESTABLISHED AND STABILIZED.
2. TREE CALIPER MEASURED ABOVE TOP OF ROOTBALL, 6" ABOVE ROOTBALL FOR TREES 4" CALIPER AND LESS AND 12" ABOVE ROOTBALL FOR TREES 5" CALIPER AND GREATER.
3. ALL TREE PRUNING AT THE TIME OF INSTALLATION SHALL BE COORDINATED WITH THE CITY.

2 TREE PLANTING ON SLOPE DETAIL

N.T.S.

NOTES:

1. TEMPORARY TREE ANCHORS AND ARBOR TIE TO BE REMOVED AFTER ONE FULL GROWING SEASON.
2. ALL TREE PRUNING AT THE TIME OF INSTALLATION SHALL BE COORDINATED WITH THE CITY.
3. ALL TREES ARE TO BE PLUMB VERTICALLY WITHIN A TOLERANCE OF 3 DEGREES.
4. A CHECKUP IS REQUIRED WITH LANDSCAPE ARCHITECT 3 MONTHS AFTER INITIAL INSTALLATION TO ENSURE UPRIGHT GROWTH.

3 SHRUB PLANTING DETAIL

N.T.S.

NOTES:

1. TEMPORARY TREE ANCHORS AND ARBOR TIE TO BE REMOVED AFTER ONE FULL GROWING SEASON.
2. ALL TREE PRUNING AT THE TIME OF INSTALLATION SHALL BE COORDINATED WITH THE CITY.
3. ALL TREES ARE TO BE PLUMB VERTICALLY WITHIN A TOLERANCE OF 3 DEGREES.
4. A CHECKUP IS REQUIRED WITH LANDSCAPE ARCHITECT 3 MONTHS AFTER INITIAL INSTALLATION TO ENSURE UPRIGHT GROWTH.

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY OR UNDER THE SUPERVISION OF:

JORDAN A. KAYLOR 3117 10/04/2023
TYPE OR PRINT NAME PLA# DATE

NO.	DATE	REVISION

PROJECT SPRUCE
LANDSCAPE SPECIFICATIONS
AND DETAILS

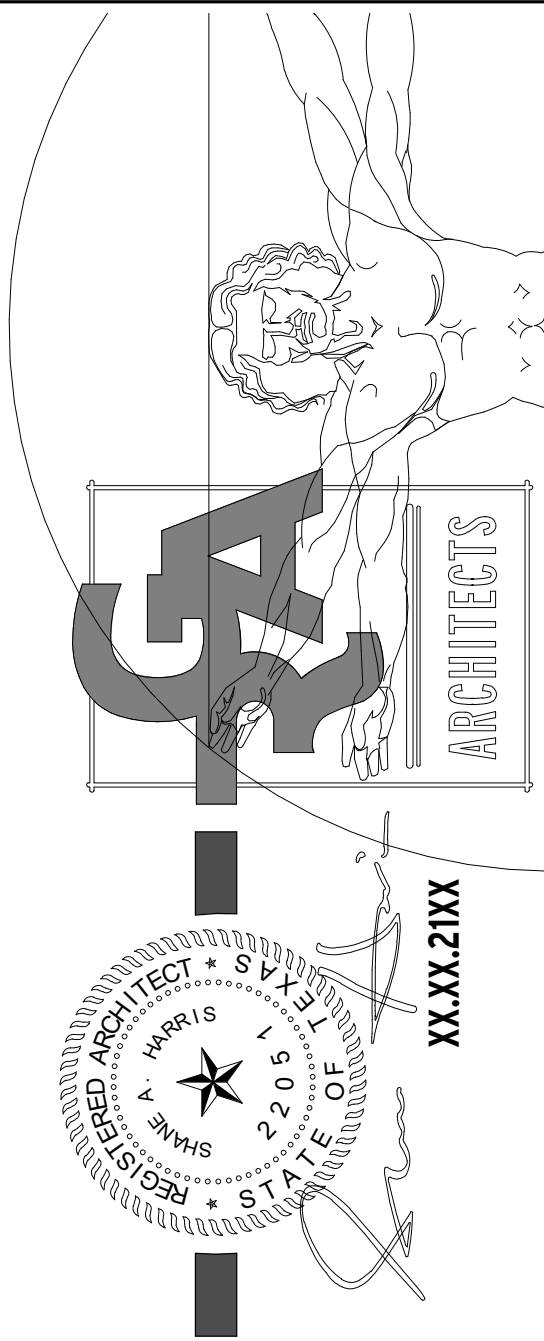
ROANOKE, DENTON COUNTY, TEXAS



TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
8800 HILLWOOD PKWY, SUITE 200, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: JLC	DATE: OCTOBER 2023	PROJECT #: BLC23002	SHEET: L200
DESIGNED: JLC			
REVIEWER: JAK			

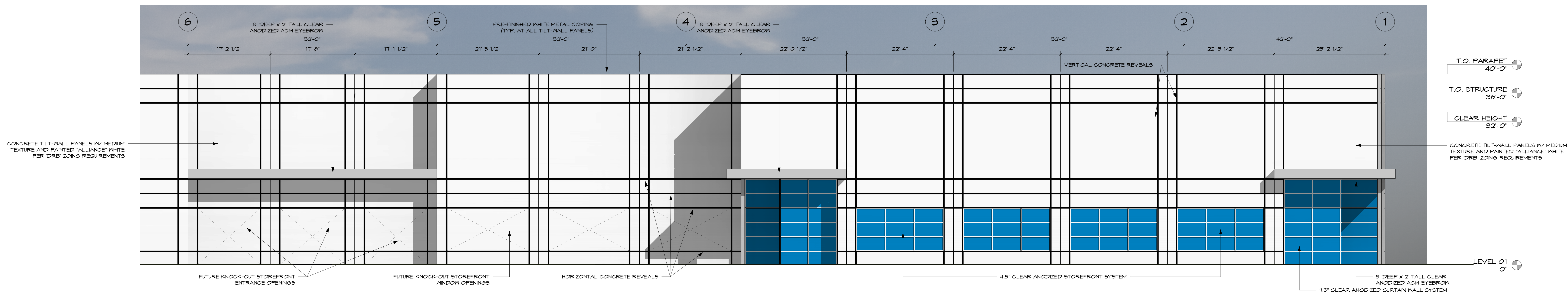
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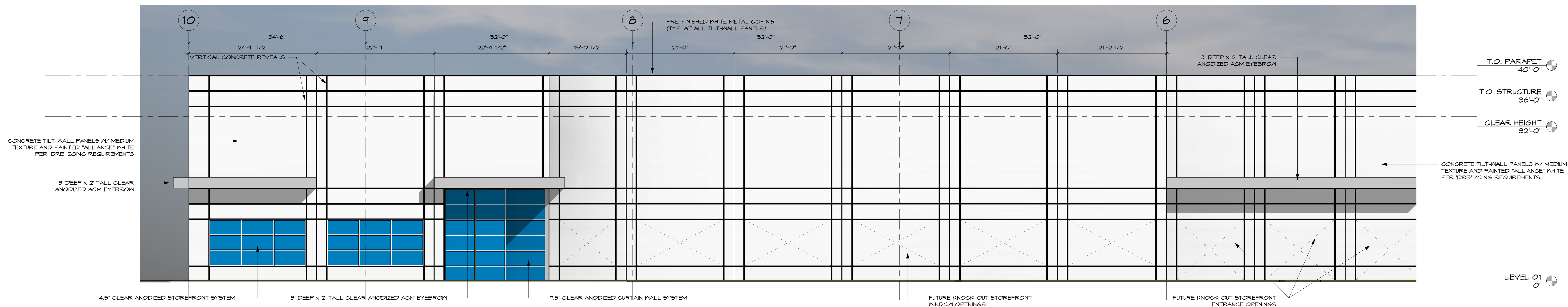
PROJECT SPRUCE

FAIRWAY DRIVE
ROANOKE, TX 76262

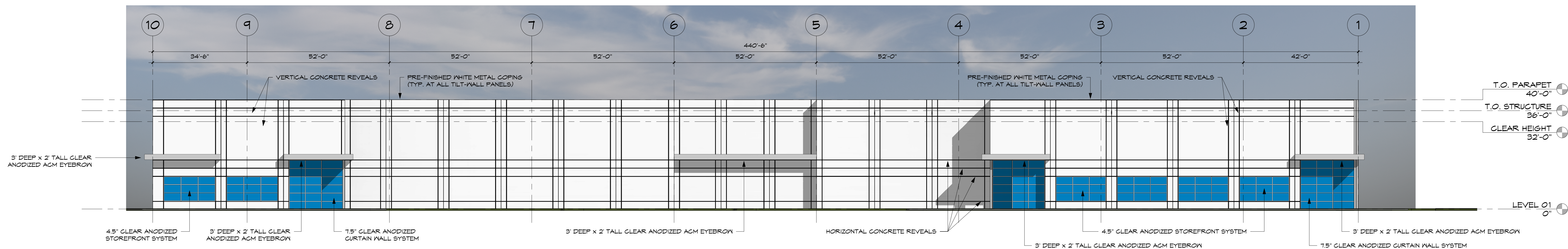
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RGA PROJECT NUMBER: 23082
DATE: XX.XX.21XX
REVISIONS:
Number Description Date
SHEET: A3.01
SITE PLAN APPROVAL



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



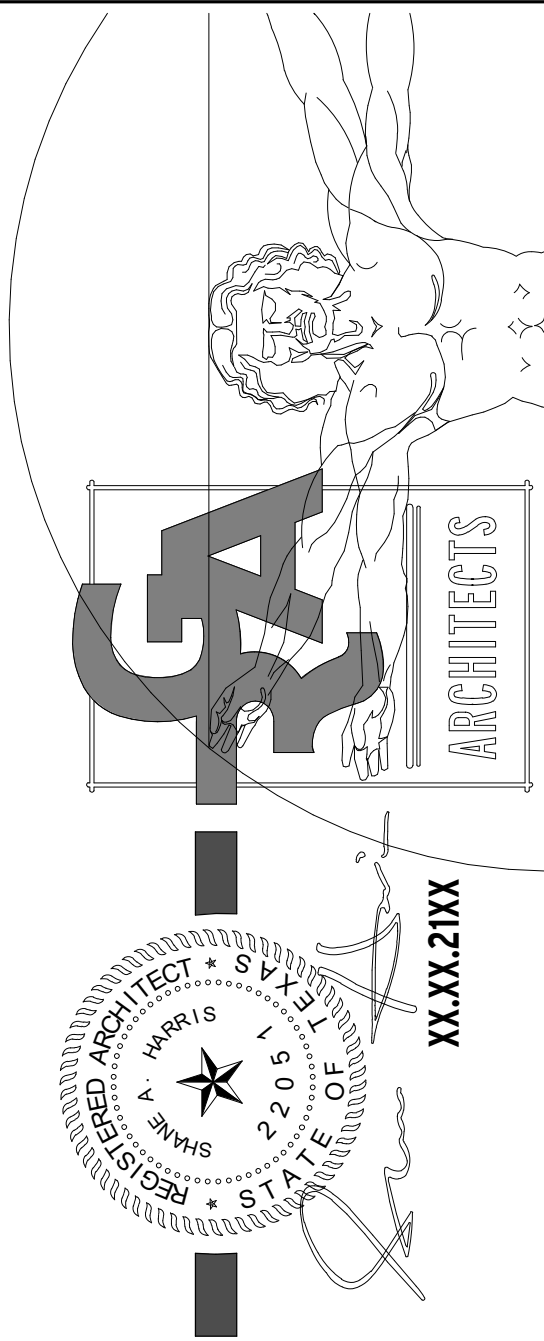
2 NORTH ELEVATION - AREA B
Scale: 1/8" = 1'-0"



1 NORTH ELEVATION - OVERALL
Scale: 1/16" = 1'-0"

<u>NORTH ELEVATION MATERIAL TOTALS</u>		
GLAZING TOTAL:	2,012	12%
ACM EYEBROW:	911	02%
CONCRETE TILT-WALL:	15,203	86%
TOTAL:	17,542	100%

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PROJECT SPRUCE

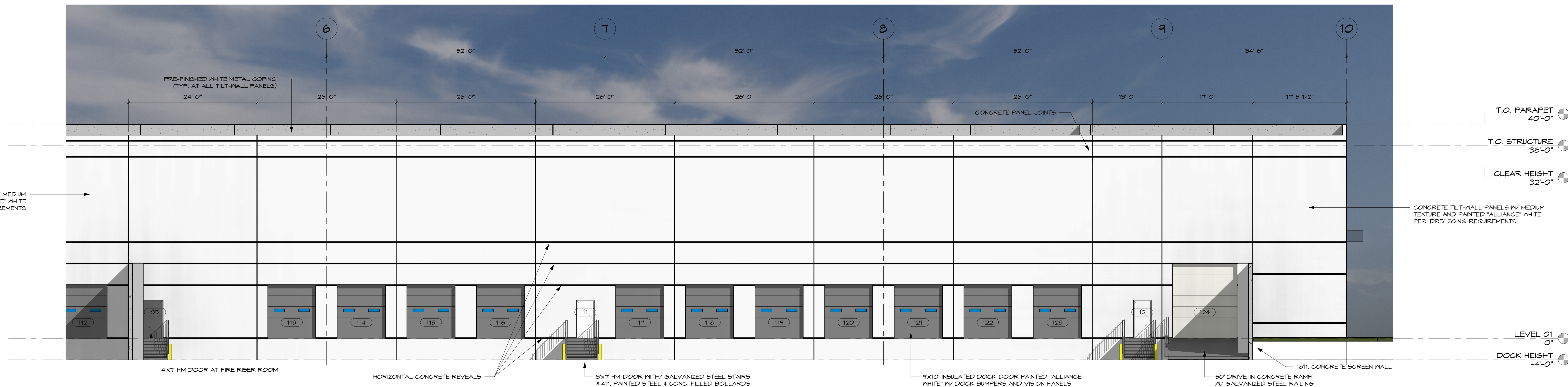
FAIRWAY DRIVE
ROANOKE, TX 76262

PERMIT NUMBER: XXXXXXX
RGA PROJECT NUMBER: 23082
DATE: XX.XX.21XX
REVISIONS:
Number Description Date

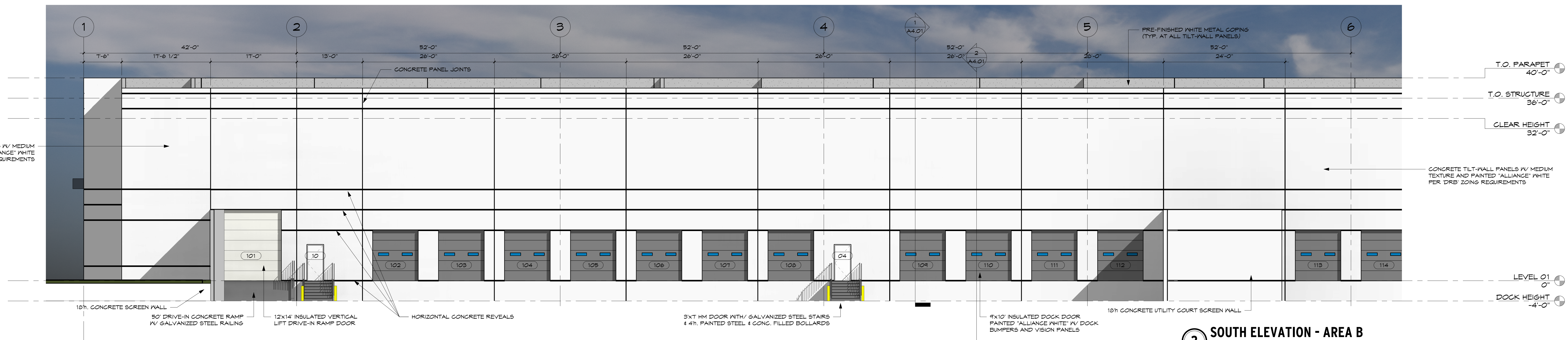
SHEET:

A3.02

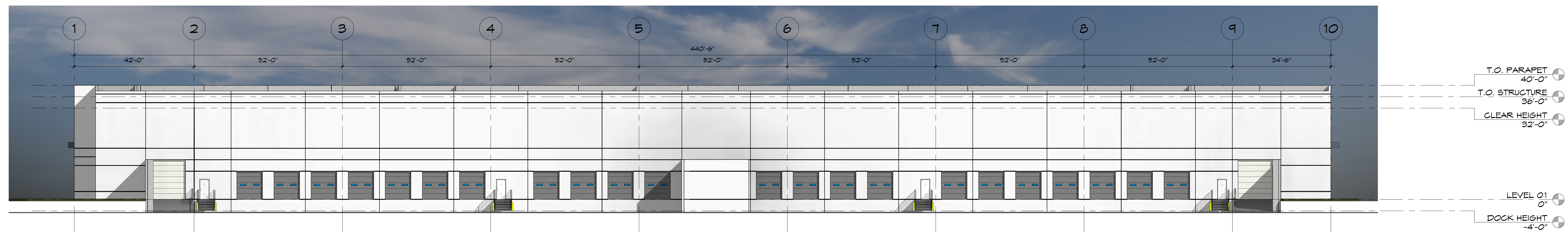
SITE PLAN APPROVAL



3 SOUTH ELEVATION - AREA A
Scale: 1/8" = 1'-0"



2 SOUTH ELEVATION - AREA B
Scale: 1/8" = 1'-0"



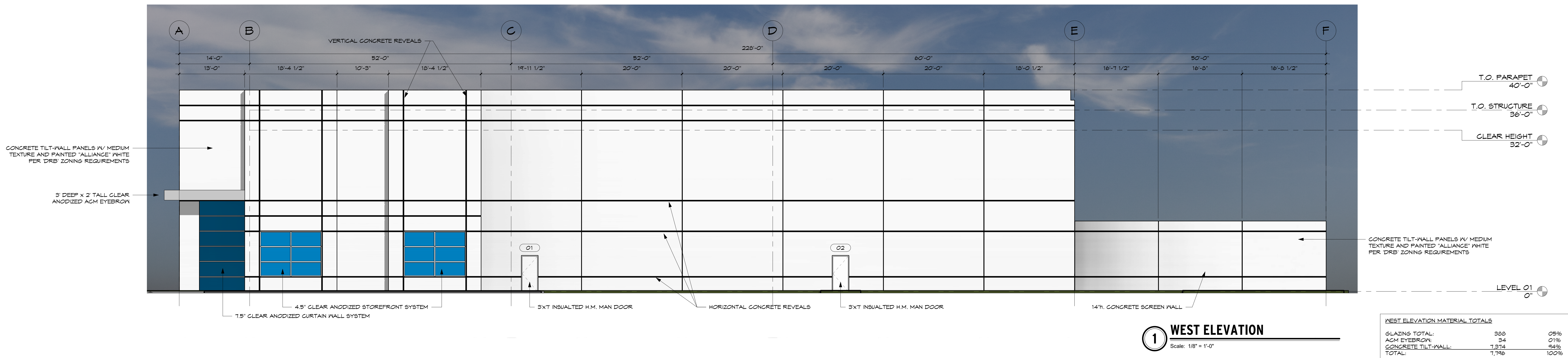
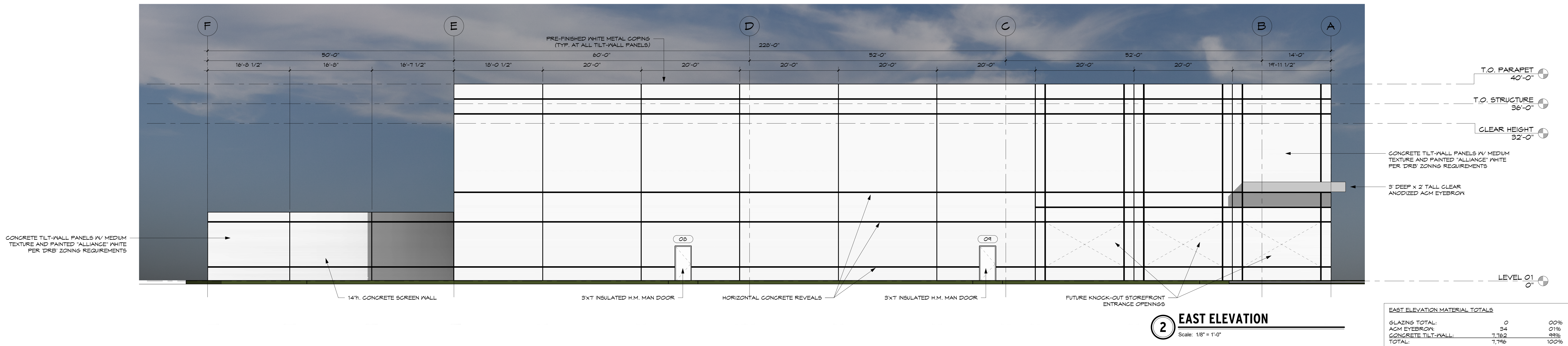
1 SOUTH ELEVATION - OVERALL
Scale: 1/16" = 1'-0"

SOUTH ELEVATION MATERIAL TOTALS		
GLAZING TOTAL:	0	00%
ACM EXTERIOR:	0	00%
CONCRETE TILT-WALL:	18,342	100%
TOTAL:	18,342	100%

PROJECT SPRUCE

FAIRWAY DRIVE
ROANOKE, TX 76262

PERMIT NUMBER: XXXXXXXX
RGA PROJECT NUMBER: 23082
DATE: XX.XX.21XX
REVISIONS:
Number Description Date
SHEET: A3.03
SITE PLAN APPROVAL





AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: Ordinance 2023-128 Amending Chapter 12, Article II, Division 2 of The Code of Ordinances.

MEETING DATE: October 16, 2023

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and recommendation on approval of Ordinance No. 2023-128 , amending the Comprehensive Zoning Ordinance, by amending Chapter 12, Article II, Division 2 of the Code of Ordinances by adding a new Section 12-60, entitled “Compensation For Non-Conforming Uses,” by requiring the use of compensation criteria required by Section 211.019 of the Texas Local Government Code; and amending Chapter 12, Article II, Division 5 of the Code of Ordinances by amending Section 12.124, entitled “Notice of Public Hearing” by adding a new subsection (D) addressing the notice requirements for nonconforming uses.

INFORMATION:

Adopting zoning related legislation passed by the State of Texas.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2023-128 - Zoning Amendment - Nonconforming Uses - SB 929
2. ORD NO 2023-128 - Zoning Amendment - Nonconforming Uses - SB 929 - Redline Version
3. SB929 (2023) - Bill Analysis - Non-conforming Uses (1)

ORDINANCE No. 2023-128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE II, DIVISION 2 OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION 12-60, ENTITLED “COMPENSATION FOR NON-CONFORMING USES,” BY REQUIRING THE USE OF COMPENSATION CRITERIA REQUIRED BY SECTION 211.019 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AMENDING CHAPTER 12, ARTICLE II, DIVISION 5 OF THE CODE OF ORDINANCES BY AMENDING SECTION 12.124, ENTITLED “NOTICE OF PUBLIC HEARING” BY ADDING A NEW SUBSECTION (D) ADDRESSING THE NOTICE REQUIREMENTS FOR NONCONFORMING USES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the 2023 Texas legislative session, the Texas Legislature approved S.B. 929 (2023) which requires cities to provide certain notices concerning nonconforming uses; and

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

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

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

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That Chapter 12, Article II, Division 2 of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended by adding a new section 12.60, entitled “Compensation for Non-Conforming Uses,” which shall read as follows:

“Sec. 12.60. Compensation for Non-Conforming Uses.

The Zoning Board of Adjustment, in accordance with Section 211.019 of the Texas Local Government Code, as amended, shall utilize the procedures and owner or lessee compensation criteria contained in said Section in the event the City determines that a nonconforming use of property shall cease.”

Section 3.

That Chapter 12, Article II, Division 5 of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended by amending section 12.124, entitled “Notice of Public Hearing,” which shall read as follows:

“Sec. 12.124. Notice of Public Hearing.

- (a) For zoning and rezoning requests involving real property, the Planning and Zoning Commission shall hold at least one public hearing on each zoning application, as required in Texas Local Government Code Chapter 211, as amended. For proposed changes to zoning district boundaries, notice of the public hearing to occur before the Planning and Zoning Commission 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. Written notice of the public hearing shall also be sent to all owners of property, as indicated by the most recently approved City tax roll, that is located within the area of application and within two hundred feet (200') of any property affected thereby, said written notice to be sent before the tenth (10th) calendar day prior to the date such hearing is held. Such notice may be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the United States mail.
- (b) For 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.
- (c) The City may, at its option, establish additional rules and procedures for public notification of proposed zoning changes and development proposals which may include, but not be limited to, the posting of a sign(s) on any property that is proposed for a zoning change or development by the applicant or its agent(s). Knowledge of and adherence to such rules and procedures, if so established by the City, shall be the responsibility of the applicant and shall be required as part of a zoning change or development application. The City shall make available one (1) copy of all rules and procedures in the City Manager's office.
- (d) In addition to the foregoing notice, the City shall provide written notice of each public hearing regarding any proposed adoption of or change to a zoning regulation or boundary under which a current conforming use of a property is a nonconforming use if the regulation or boundary is adopted or changed. The notice shall:
 - (1) be mailed by United States mail to each owner of real or business personal property where the proposed nonconforming use is located as indicated by the

most recently approved municipal tax roll and each occupant of the property not later than the 10th day before the hearing date;

- (2) contain the time and place of the hearing; and
- (3) include the following text in bold 14-point type or larger: "THE CITY OF ROANOKE, TEXAS, IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY."

Section 4. PENALTY CLAUSE

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

Section 5. SEVERABILITY CLAUSE

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

Section 6. REPEALER CLAUSE

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

Section 7. EFFECTIVE DATE

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

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

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

ORDINANCE No. 2023-128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE II, DIVISION 2 OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION 12-60, ENTITLED "COMPENSATION FOR NON-CONFORMING USES," BY REQUIRING THE USE OF COMPENSATION CRITERIA REQUIRED BY SECTION 211.019 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AMENDING CHAPTER 12, ARTICLE II, DIVISION 5 OF THE CODE OF ORDINANCES BY AMENDING SECTION 12.124, ENTITLED "NOTICE OF PUBLIC HEARING" BY ADDING A NEW SUBSECTION (D) ADDRESSING THE NOTICE REQUIREMENTS FOR NONCONFORMING USES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the 2023 Texas legislative session, the Texas Legislature approved S.B. 929 (2023) which requires cities to provide certain notices concerning nonconforming uses; and

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

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

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

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That Chapter 12, Article II, Division 2 of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended by adding a new section 12.60, entitled "Compensation for Non-Conforming Uses," which shall read as follows:

“Sec. 12.60. Compensation for Non-Conforming Uses.

The Zoning Board of Adjustment, in accordance with Section 211.019 of the Texas Local Government Code, as amended, shall utilize the procedures and owner or lessee compensation criteria contained in said Section in the event the City determines that a nonconforming use of property shall cease.”

Section 3.

That Chapter 12, Article II, Division 5 of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended by amending section 12.124, entitled “Notice of Public Hearing,” which shall read as follows:

“Sec. 12.124. Notice of Public Hearing.

- (a) For zoning and rezoning requests involving real property, the Planning and Zoning Commission shall hold at least one public hearing on each zoning application, as required in Texas Local Government Code Chapter 211, as amended. For proposed changes to zoning district boundaries, notice of the public hearing to occur before the Planning and Zoning Commission 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. Written notice of the public hearing shall also be sent to all owners of property, as indicated by the most recently approved City tax roll, that is located within the area of application and within two hundred feet (200') of any property affected thereby, said written notice to be sent before the tenth (10th) calendar day prior to the date such hearing is held. Such notice may be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the United States mail.
- (b) For 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.
- (c) The City may, at its option, establish additional rules and procedures for public notification of proposed zoning changes and development proposals which may include, but not be limited to, the posting of a sign(s) on any property that is proposed for a zoning change or development by the applicant or its agent(s). Knowledge of and adherence to such rules and procedures, if so established by the City, shall be the responsibility of the applicant and shall be required as part of a zoning change or development application. The City shall make available one (1) copy of all rules and procedures in the City Manager's office.
- (d) In addition to the foregoing notice, the City shall provide written notice of each public hearing regarding any proposed adoption of or change to a zoning regulation or boundary under which a current conforming use of a property is a nonconforming use if the regulation or boundary is adopted or changed. The notice shall:
 - (1) be mailed by United States mail to each owner of real or business personal property where the proposed nonconforming use is located as indicated by the

most recently approved municipal tax roll and each occupant of the property not later than the 10th day before the hearing date:

(2) contain the time and place of the hearing; and

(3) include the following text in bold 14-point type or larger: "THE CITY OF ROANOKE, TEXAS, IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY."

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Section 4. PENALTY CLAUSE

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

Section 5. SEVERABILITY CLAUSE

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

Section 6. REPEALER CLAUSE

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

Section 7. EFFECTIVE DATE

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

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

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

BILL ANALYSIS

Senate Research Center

S.B. 929
By: Parker
Local Government
5/23/2023
Enrolled

AUTHOR'S / SPONSOR'S STATEMENT OF INTENT

Cities can currently change property use regulations, which renders a business owner's previously legal property use as "nonconforming," without triggering takings repayment requirements. Cities then can use a process called "amortization" to force a property owner to cease business operations deemed non-conforming despite being perfectly acceptable before the zoning change. The city never has to pay the landowner a dime for taking away the right to use their property, and instead implements the use of an accounting maneuver to allow the property owner to "compensate themselves."

Amortization occurs all over the state—from Lubbock to Dallas to Corpus Christi. One city put a number of auto-related businesses out of work to establish an "arts-gateway," and instead of offering compensation for lost revenue, the city sought \$1,000 per day fines for those who continued to operate while fighting for their livelihoods. Another city passed new regulations on property leases that would force several landlords out of the rental business. In one case, a city threatened to drive a roofing materials factory that employs 150 workers from their property without giving them a dime even though they legally called the factory their home of 80 years. Facing certain abuse of the city's amortization ordinance, the company relented and plans to shut down its plant in just seven years and vacate the property, likely carrying the expense of hundreds of millions of dollars. Often, businesses facing amortization close for good or move their factories—and jobs—out of Texas.

The amortization process goes against Texas' long tradition of job creation and respect for private property rights. And when a city has a compelling need to deprive landowners of the useful enjoyment of their properties, it should be required, as it is in cases of eminent domain, that it offer financial compensation at fair market value. Amortization hurts Texas businesses, from small auto repair shops to factories employing hundreds of Texans.

S.B. 929 requires the governing body of a municipality or a zoning commission to provide written notice to property owners and occupants of each public hearing regarding any proposed adoption of or change to a zoning regulation or boundary that could result in a current conforming use of a property becoming a nonconforming use. The bill also establishes the compensation that the owner or lessee of property with a nonconforming use is entitled to receive if the nonconforming use is required to cease operation due to being a nonconforming use.

(Original Author's/Sponsor's Statement of Intent)

S.B. 929 amends current law relating to the notice and compensation a municipality must provide before revoking the right to use property for a use that was allowed before the adoption of or change to a zoning regulation or boundary.

RULEMAKING AUTHORITY

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

SECTION BY SECTION ANALYSIS

SECTION 1. Amends Section 211.006, Local Government Code, by adding Subsection (a-1), as follows:

(a-1) Requires the governing body of a municipality or a zoning commission, as applicable, in addition to any notice required by Section 211.006 (Procedures Governing Adoption of Zoning Regulations and District Boundaries) or Section 211.007 (Zoning Commission), to provide written notice of each public hearing regarding any proposed adoption of or change to a zoning regulation or boundary under which a current conforming use of a property is a nonconforming use if the regulation or boundary is adopted or changed. Requires that the notice:

(1) be mailed by United States mail to each owner of real or business personal property where the proposed nonconforming use is located as indicated by the most recently approved municipal tax roll and each occupant of the property not later than the 10th day before the hearing date;

(2) contain the time and place of the hearing; and

(3) include certain text. Sets forth the language required to be included in the notice.

SECTION 2. Amends Subchapter A, Chapter 211, Local Government Code, by adding Section 211.019, as follows:

Sec. 211.019. NONCONFORMING LAND USE. (a) Defines "market value."

(b) Authorizes a person using a property in a manner considered to be a nonconforming use as a result of the adoption of or change to a zoning regulation or boundary to continue to use the property in the same manner unless required by a municipality to stop the nonconforming use of the property.

(c) Provides that a requirement imposed by a municipality to stop a nonconforming use of a property under this section includes:

(1) an official action by the governing body of the municipality or a board, commission, department, or official of the municipality; or

(2) a determination by the municipality that a nonconforming use has an adverse effect or other necessary determination that a municipality is required to make before imposing a requirement to stop a nonconforming use under applicable law.

(d) Entitles the owner or lessee of the property, if a municipality requires a property owner or lessee to stop the nonconforming use of a property as described by Subsection (b), to:

(1) payment from the municipality in an amount equal to the sum of:

(A) the costs incurred by the owner or lessee of the property that are directly attributable to ceasing the nonconforming use of the property, including expenses related to demolition, relocation, termination of a lease, or discharge of a mortgage; and

(B) an amount equal to the greater of, as determined by the municipality, the diminution in the market value of the property, computed by subtracting the current market value of the property after the imposition of a requirement to stop the nonconforming use of the property from:

(i) the market value of the property on the day before the date the notice was given under Section 211.006(a-1); or

(ii) the market value of the property on the day before a person submits an application or request to the municipality to require or the municipality otherwise requires a person to stop using the property in a manner that is a nonconforming use as described by Subsection (b); or

(2) continued nonconforming use of the property until the owner or lessee recovers the amount determined under Subdivision (1) through the owner or lessee's continued business activities according to generally accepted accounting principles.

(e) Requires a municipality, not later than the 10th day after the date the municipality imposes a requirement to stop a nonconforming use of a property under this section, to give written notice to each owner or lessee of the property, as indicated by the most recently approved municipal tax roll, who is required to stop a nonconforming use of the property of the requirement and of the remedies which an owner or lessee of the property is entitled to under Subsection (d).

(f) Requires the owner or lessee of a property that is subject to a requirement to stop a nonconforming use of the property under this section, not later than the 30th day after the date the municipality gives the notice required by Subsection (e), to respond in writing to the municipality indicating the remedy under Subsection (d) chosen by the owner or lessee. Requires that the owner's choice of remedy, in the event of a conflict in the choice of remedy by the owner and a lessee of the property, control. Requires that the choice of remedy made by an owner or owners holding the greater ownership interest in the property, in the event of a conflict in the choice of remedy by the owners of a property that has more than one owner, control. Authorizes the municipality, if the municipality does not receive timely notice from an owner or lessee, to choose the remedy provided under this section.

(g) Requires a person receiving a payment under Subsection (d)(1) to stop the nonconforming use not later than the 10th day after the date of the payment.

(h) Requires a person who continues the nonconforming use under Subsection (d)(2) to stop the nonconforming use immediately on the recovery of the amount determined under Subsection (d)(1).

(i) Requires the municipality, if more than one person seeks a payment from the municipality under Subsection (d)(1), to apportion the payment between each person based on the market value of the person's interest in the property. Authorizes a person to appeal the apportionment in the manner provided by this section.

(j) Authorizes a person entitled to a remedy under this section to appeal a determination under Subsection (d)(1) or (2) to the board of adjustment of the municipality not later than the 20th day after the date the determination is made. Provides that the municipality, at the hearing before the board of adjustment, has the burden of proof to establish the correctness of its determination.

(k) Authorizes a municipality or a person aggrieved by the final decision of the board of adjustment under Subsection (j) to seek judicial review of the decision by filing suit as provided by Section 211.011 (Judicial Review of Board Decision) not later than the 20th day after the date the final decision is made. Requires the court to review the decision in the manner provided by Section 211.011 except that:

(1) the municipality has the burden of proving by clear and convincing evidence that its determination was correct; and

(2) the court, in reviewing the municipality's decision, is prohibited from using a deferential standard in the municipality's favor and is not limited to determining whether a decision of the board meets the requirements of Chapter 211 (Municipal Zoning Authority) or other applicable law.

(l) Authorizes a person seeking to continue a nonconforming use under Subsection (d)(2) who appeals the decision of the municipality or board of adjustment to continue to use the property in the same manner pending the appeal unless an official of the body that made the decision shows cause to stay the nonconforming use by certifying in writing to the board of adjustment or court with jurisdiction over the appeal facts supporting the official's opinion that continued nonconforming use of the property would cause imminent peril to life or property. Authorizes the board of adjustment or court with jurisdiction over the appeal, on a showing of cause, after notice to the official, to grant a restraining order to stay continued nonconforming use of the property.

(m) Provides that, if the board of adjustment or court with jurisdiction over an appeal determines that an owner or lessee is entitled to:

(1) a payment under this section in an amount different than the amount determined by the municipality under Subsection (d)(1), the board of adjustment or court is required to order, as applicable:

(A) additional payment to the owner or lessee; or

(B) the owner or lessee to reimburse the municipality; or

(2) an amount of time to operate the nonconforming use that is different than the amount of time initially received under Subsection (d)(2), the board of adjustment or court is required to order the municipality to allow an owner or lessee to continue the nonconforming use for additional or less time.

(n) Authorizes an owner or lessee to waive the rights and remedies provided by this section by providing to the municipality a written waiver.

(o) Provides that this section does not apply to a nonconforming use that has been intentionally abandoned for at least six months.

(p) Provides that a municipality's immunity from suit and governmental immunity from liability are waived for purposes of an action brought by a property owner or lessee to enforce the rights and remedies under this section.

SECTION 3. (a) Provides that Section 211.006, Local Government Code, as amended by this Act, and Section 211.019, Local Government Code, as added by this Act, apply to a property for which:

(1) on or after June 1, 2023, the governing body or zoning commission of a municipality considers a proposed adoption of or change to a zoning regulation or boundary under which a current conforming use of the property is a nonconforming use; or

(2) on or after February 1, 2023, the governing body or a board, commission, department, or official of a municipality requires, by ordinance or otherwise, or receives an application or request to require a person to stop nonconforming use of the property due to its nonconformity with the property's current zoning.

(b) Provides that Subsection (a)(2) of this section applies to a property regardless of whether the governing body or a board, commission, department, or official of the municipality is required by applicable law to make a determination that the nonconforming use has an adverse effect or other determination before the nonconforming use is required to stop.

SECTION 4. Effective date: upon passage or September 1, 2023.



AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: Ordinance 2023-129 Amending Chapter 9, Exhibit A, The Subdivision Ordinance

MEETING DATE: October 16, 2023

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and recommendation on approval of Ordinance No. 2023-129, amending Chapter 9, Exhibit A, the subdivision ordinance by amending Section 2 entitled "Definitions," by adding definition for "Approval" and amending the definition of "Filed" or "Filing"; adding a new Section 6.I, entitled "Planning Director Approval" by establishing approval of plats by planning director; and adding a new Section 6.J, entitled "30-Day Time Frame for Plat Approvals".

INFORMATION:

Adopting zoning related legislation passed by the State of Texas.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2023-129 - Subdivision Ordinance - Amendment - HB 3699 (2023)
2. ORD NO 2023-129 - Subdivision Ordinance - Amendment - HB 3699 (2023) - Redline Version

ORDINANCE No. 2023-129

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING CHAPTER 9, EXHIBIT A, THE SUBDIVISION ORDINANCE BY AMENDING SECTION 2 ENTITLED "DEFINITIONS," BY ADDING DEFINITION FOR "APPROVAL" AND AMENDING THE DEFINITION OF "FILED" OR "FILING"; ADDING A NEW SECTION 6.I, ENTITLED "PLANNING DIRECTOR APPROVAL" BY ESTABLISHING APPROVAL OF PLATS BY PLANNING DIRECTOR; AND ADDING A NEW SECTION 6.J, ENTITLED "30-DAY TIME FRAME FOR PLAT APPROVALS"; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.

WHEREAS, in the 2023 Texas legislative session, the Texas Legislature approved H.B. 3699 (2023), which amended Chapter 212 of the Texas Local Government Code addressing plat approvals; and

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

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

Section 1. FINDINGS INCORPORATED

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

Section 2. That Chapter 9, Exhibit A, Section 2 of the Code of Ordinances, City of Roanoke, Texas, entitled "Definitions", is hereby amended to read as follows:

"SECTION 2. - DEFINITIONS.

For the purposes of these rules, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in this section:

- A. *Alley*: A minor public right-of-way, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular service access to the back or sides of properties otherwise abutting on a street.
- B. *Approval*: Shall mean the following:
 - 1. Approval constitutes a determination by the official, board, commission or City Council responsible for such determination that the application is in compliance with the minimum provisions of this subdivision ordinance.
 - 2. Such approval does not constitute approval of the engineering or surveying contained in the plans, as the design engineer or surveyor that sealed the plans is responsible for the adequacy of such plans.

3. For purposes of plat approval, approval shall also include approval with conditions, pursuant to Section 212.009 of the Texas Local Government Code, as amended.
- C. *Building Setback Line*: The line within a property defining the stance between a building and the adjacent street line as required by the City's Zoning Ordinance.
- D. *City*: The City of Roanoke, Texas.
- E. *City Engineer or Engineer for the City*: The Engineer employed by the City or the independent Consulting Engineer or firm that is retained by the City to furnish engineering recommendations as required by the City Council.
- F. *Commission*: The Planning and Zoning Commission of the City (P&Z).
- G. *Council*: The City Council of the City.
- H. *Crosswalk Way*: A public right-of-way, three (3) feet or more in width between property lines, which provides pedestrian circulation.
- I. *Cul-de-Sac*: A street having but one (1) outlet to another street, and terminated on the opposite end by a vehicular turn-around.
- J. *Dead-End Street*: A street, other than a cul-de-sac, with only one outlet.
- K. *Engineer*: A person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering and who is specifically qualified to design and prepare construction plans and specifications for subdivision development.
- L. *Filed or Filing*: Means the filing date of a preliminary plat, replat, or final plat shall be considered the date an applicant submits said plat, along with a completed application and applicable fees, and other requirements prescribed by or under Texas Local Government Code § 212.004, as amended.
- M. *Lot*: An undivided tract or parcel of land having frontage on a public street and which is, or in the future may be offered for sale, conveyance, transfer or improvement; which is designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed on record.
- N. *Pavement Width*: The portion of a street available for vehicular traffic for streets without curbs. Where curbs are laid, it is the portion between the backs of curbs.
- O. *Person*: Any individual, association, firm, corporation, governmental agency, or political subdivision.
- P. *Plat*: Means a preliminary plat, final plat, and replat.
- Q. *Shall, May*: The word "shall" is always mandatory. The word "may" is merely directory or permissive.

- R. *Street*: A public right-of-way, however designated, which provides vehicular access to adjacent land.
1. A "primary street" primarily provides vehicular circulation to various sections of the City.
 2. A "secondary street" primarily provides circulation within neighborhoods, to carry traffic from tertiary streets to primary streets, or to carry traffic through or adjacent to commercial or industrial areas.
 3. A "tertiary street" is a street which primarily provides access to abutting properties and protection from through traffic, or one used primarily for access to abutting residential property.
- S. *Subdivider or Developer*: Any person or any agent thereof, dividing or proposing to divide land so as to constitute a subdivision as that term is defined herein. In any event, the term "subdivider" shall be restricted to include only the owner or equitable owner, of land sought to be subdivided.
- T. *Subdivision*: A division of any tract of land situated within the corporate limits, or within the Extraterritorial Jurisdiction (ETJ) of the City, as defined in Section 3, Paragraph E, of these Subdivision Rules, in two or more parts for the purpose of laying out any subdivision of any tract of land or any addition of any town or City, or for laying out suburban lots or building lots, or any lots, and streets, alleys or parts or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto. Subdivision includes resubdivision, but it does not include the division of land for agricultural purposes in parcels or tracts of five acres or more and not involving any new street, alley or easement of access.
- U. *Surveyor*: A person who is a Licensed State Land Surveyor or a Registered Public Surveyor, as authorized by the statutes of the State of Texas to practice the profession of surveying.
- V. *Utility Easement*: An interest in land granted to the City, to the public generally, and/or to a private utility corporation, for installing or maintaining utilities across, over or under private land, together with the right to enter hereon with machinery and vehicles necessary for the maintenance of said utilities.
- W. Any office referred to in these rules by title means the person employed or appointed by the City in that position, or his duly authorized representative.
- X. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in municipal planning and engineering practices."

Section 3. That Chapter 9, Exhibit A, Section 6.I. of the Code of Ordinances, City of Roanoke, Texas, entitled "Planning Director Approval," is hereby added and shall read as follows:

- "I. *Planning Director Approval*. In the event there is not sufficient time for the Planning and Zoning Commission or City Council to approve or deny any plat based upon the filing date of such plat, the Planning Director of the City may approve, approve with conditions, or disapprove a plat, pursuant to Section 212.0065 of the Texas Local Government Code,

as amended. The disapproval of any plat by the Planning Director may be appealed to the Planning and Zoning Commission or City Council.”

Section 4. That Chapter 9, Exhibit A, Section 6.J. of the Code of Ordinances, City of Roanoke, Texas, entitled “30-Day Time Frame for Plat Approvals,” is hereby added and shall read as follows:

“J. *30-Day Time Frame for Plat Approvals.*

- (1) *Right to 30-day action for plat applications begins on the filing date.* The statutory 30-day time frame for plat approvals, established by the Texas Local Government Code, ch. 212, shall commence on the filing date.
- (2) *Extension of right to 30-day action.* Pursuant to Texas Local Government Code, § 212.009(b-2), as amended, upon application in writing by the applicant, the Planning and Zoning Commission or City Council may approve one or more extensions of right to 30-day action, each such extension not to exceed 30 additional days.”

Section 5. 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 6. 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 7. REPEALER CLAUSE

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

Section 8. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the ____ day of _____, 2023.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

ORDINANCE No. 2023-129

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Section 2. That Chapter 9, Exhibit A, Section 2 of the Code of Ordinances, City of Roanoke, Texas, entitled "Definitions", is hereby amended to read as follows:

"SECTION 2. - DEFINITIONS.

For the purposes of these rules, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in this section:

~~A. *Administratively Complete:* An application for plat approval shall be considered administratively complete upon the occurrence of all of the following: (1) the City staff and City engineer have determined that it meets all requirements of applicable city ordinances so that it may be reviewed by the Commission, (2) the plat application has been placed on an agenda for the Commission, and (3) the Commission agenda has been posted as required by law.~~

AB. *Alley:* A minor public right-of-way, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular service access to the back or sides of properties otherwise abutting on a street.

B. *Approval:* Shall mean the following:

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1. Approval constitutes a determination by the official, board, commission or City Council responsible for such determination that the application is in compliance with the minimum provisions of this subdivision ordinance.
2. Such approval does not constitute approval of the engineering or surveying contained in the plans, as the design engineer or surveyor that sealed the plans is responsible for the adequacy of such plans.
3. For purposes of plat approval, approval shall also include approval with conditions, pursuant to Section 212.009 of the Texas Local Government Code, as amended.

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C. *Building Setback Line*: The line within a property defining the stance between a building and the adjacent street line as required by the City's Zoning Ordinance.

D. *City*: The City of Roanoke, Texas.

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E. *City Engineer or Engineer for the City*: The Engineer employed by the City or the independent Consulting Engineer or firm that is retained by the City to furnish engineering recommendations as required by the City Council.

FE. *Commission*: The Planning and Zoning Commission of the City (P&Z).

GF. *Council*: The City Council of the City.

HG. *Crosswalk Way*: A public right-of-way, three (3) feet or more in width between property lines, which provides pedestrian circulation.

IH. *Cul-de-Sac*: A street having but one (1) outlet to another street, and terminated on the opposite end by a vehicular turn-around.

JJ. *Dead-End Street*: A street, other than a cul-de-sac, with only one outlet.

KJ. *Engineer*: A person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering and who is specifically qualified to design and prepare construction plans and specifications for subdivision development.

LK. *Filed or Filing*: ~~M~~The date the plat is considered by the City to be administratively complete and placed on an agenda for approval by the Commission. An incomplete application shall not be considered "filed" with the City as defined herein, but shall be returned to the applicant for completion and resubmittal. Means the filing date of a preliminary plat, replat, or final plat shall be considered the date an applicant submits said plat, along with a completed application and applicable fees, and other requirements prescribed by or under Texas Local Government Code § 212.004, as amended.

L. ~~*Surveyor*: A person who is a Licensed State Land Surveyor or a Registered Public Surveyor, as authorized by the statutes of the State of Texas to practice the profession of surveying.~~

MM. *Lot*: An undivided tract or parcel of land having frontage on a public street and which is, or in the future may be offered for sale, conveyance, transfer or improvement; which is

designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed on record.

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SR. *Subdivider or Developer*: Any person or any agent thereof, dividing or proposing to divide land so as to constitute a subdivision as that term is defined herein. In any event, the term "subdivider" shall be restricted to include only the owner or equitable owner, of land sought to be subdivided.

IS. *Subdivision*: A division of any tract of land situated within the corporate limits, or within the Extraterritorial Jurisdiction (ETJ) of the City, as defined in Section 3, Paragraph E, of these Subdivision Rules, in two or more parts for the purpose of laying out any subdivision of any tract of land or any addition of any town or City, or for laying out suburban lots or building lots, or any lots, and streets, alleys or parts or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto. Subdivision includes resubdivision, but it does not include the division of land for agricultural purposes in parcels or tracts of five acres or more and not involving any new street, alley or easement of access.

U. *Surveyor*: A person who is a Licensed State Land Surveyor or a Registered Public Surveyor, as authorized by the statutes of the State of Texas to practice the profession of surveying.

VT. *Utility Easement*: An interest in land granted to the City, to the public generally, and/or to a private utility corporation, for installing or maintaining utilities across, over or under

private land, together with the right to enter hereon with machinery and vehicles necessary for the maintenance of said utilities.

~~U. City Engineer or Engineer for the City: The Engineer employed by the City or the independent Consulting Engineer or firm that is retained by the City to furnish engineering recommendations as required by the City Council.~~

~~W.~~ Any office referred to in these rules by title means the person employed or appointed by the City in that position, or his duly authorized representative.

~~X.~~ Definitions not expressly prescribed herein are to be construed in accordance with customary usage in municipal planning and engineering practices."

Section 3. That Chapter 9, Exhibit A, Section 6.I. of the Code of Ordinances, City of Roanoke, Texas, entitled "Planning Director Approval," is hereby added and shall read as follows:

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~~(2) Extension of right to 30-day action. Pursuant to Texas Local Government Code, § 212.009(b-2), as amended, upon application in writing by the applicant, the Planning and Zoning Commission or City Council may approve one or more extensions of right to 30-day action, each such extension not to exceed 30 additional days."~~

Section 5. 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 6. 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

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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 7. REPEALER CLAUSE

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

Section 8. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the ____ day of _____, 2023.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney