

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



Carl E. Gierisch, Jr., Mayor

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

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

OCTOBER 24, 2023

7:00 PM

500 S. OAK STREET

ROANOKE, TX 76262

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

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

D. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on October 10, 2023.
2. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County to provide funds for the design and construction of Dorman Road.



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

**October 24, 2023
Page 2 of 3**

E. NEW BUSINESS

1. Consideration and action 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 action 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.
3. Consideration and action 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".
4. Consideration and action on approval of Ordinance No. 2023-132 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023A; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.
5. Consideration and action on approval of Ordinance No. 2023-133 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023B; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.

F. EXECUTIVE SESSION



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

**October 24, 2023
Page 3 of 3**

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

Section 551.087

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

RECONVENE INTO REGULAR SESSION

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

Section 551.087

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

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

G. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, October 19, 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. **BRAILLE IS NOT AVAILABLE.**

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



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 10/10/2023 - CC Minutes

MEETING DATE: October 24, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on October 10, 2023.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 10-10-2023

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



Carl E. Gierisch, Jr., Mayor

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

**MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
OCTOBER 10, 2023
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

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

DEPT. STAFF: Assistant City Manager/Chief of Police Jeriahme Miller, Public Works Director Shawn Wilkinson, Parks and Recreation Director Ray McDonald, Assistant Fire Chief Scott Eager, Assistant Chief/Fire Marshal Doug Parks, Development Services Administrator J.R. Hames, Communications & Public Engagement Officer Diane Rice, and Executive Assistant Jeannie Homer.

ABSENT: Council Members: Bryan Moyers and David Thompson; Fire Chief Chris Addington and Library Director Kelly Holt.

A. CALL CITY COUNCIL TO ORDER

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

B. ANNOUNCEMENTS

Mayor Gierisch announced the annual Celebrate Roanoke Event will be held on October 14th.

Mayor Gierisch announced Brian Darby's birthday is on October 11th.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION

1. Mayor Gierisch swore in Sandra Pettigrew to her new position of Captain.



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

**October 10, 2023
Page 2 of 3**

E. CONSENT AGENDA

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

1. Consider approval of the minutes from the regular City Council meeting held on September 26, 2023.
2. Consider approval of an Interlocal Agreement between the City of Roanoke and Tarrant County ESD No. 1 for fire and EMS services.
3. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for the use of the Denton County Radio Communications System.
4. Consider approval of Ordinance No. 2023-117, approving the 2021 edition of the International Fire Code and local amendments thereto.
5. Consider approval of Ordinance 2023-118, approving the 2021 edition of the International Building Code and local amendments thereto.
6. Consider approval of Ordinance 2023-119, approving the 2021 edition of the National Electrical Code and local amendments thereto.
7. Consider approval of Ordinance 2023-120, approving the 2021 edition of the International Plumbing Code and local amendments thereto.
8. Consider approval of Ordinance 2023-121, approving the 2021 edition of the International Mechanical Code and local amendments thereto.
9. Consider approval of Ordinance 2023-122, approving the 2021 edition of the International Residential Code and local amendments thereto.
10. Consider approval of Ordinance 2023-123, approving the 2021 edition of the International Property Maintenance Code.
11. Consider approval of Ordinance 2023-124, approving the 2021 edition of the International Energy Conservation Code and local amendments thereto.
12. Consider approval of Ordinance 2023-125, approving the 2021 edition of the International Fuel Gas Code and local amendments thereto.
13. Consider approval of Ordinance 2023-126, approving the 2021 edition of the International Existing Building Code and local amendments thereto.
14. Consider approval of Ordinance 2023-127, approving the 2021 edition of the



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

**October 10, 2023
Page 3 of 3**

International Swimming Pool and Spa Code and local amendments thereto.

Motion made by Holly Gray-Moore second by David Brundage to approve Consent Agenda Items 1 through 14.

Motion carried unanimously.

F. OLD BUSINESS

1. Motion made by Hogan Page second by Holly Gray-Moore to appoint Jillian Carlson and Liberty Burroughs to the Keep Roanoke Beautiful Board for a term ending January 2025.

Motion carried unanimously.

G. NEW BUSINESS

1. Motion made by Holly Gray-Moore second by Hogan Page to appoint Michelle Davidson, Joshua Brinegar, Brian Darby, and Richard Noon to the Parks and Recreation Board for a term ending October 2025.

Motion carried unanimously.

H. EXECUTIVE SESSION

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

CITY COUNCIL DID NOT CONVENE INTO CLOSED SESSION.

Section 551.087

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

I. ADJOURNMENT

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 7:13 p.m.

Motion carried unanimously.

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

April S. Hill, City Secretary



AGENDA ITEM

TO: City Manger

SUBJECT: Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County to provide funds for the design and construction of Dorman Road.

MEETING DATE: October 24, 2023

DEPARTMENT: Public Works

ITEM SUMMARY:

Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County to provide funds for the design and construction of Dorman Road.

INFORMATION:

In November 2022, Denton County proposed and passed a bond election for transportation and road improvements. Roanoke submitted four (4) street reconstruction projects, totaling twelve million six hundred and ninety-six thousand dollars (\$12,696,000.00) to which the county would contribute 50% funding. These requests include Dorman Road, Howe Road, N. Walnut, and N. Oak, all of which were passed in the bond. This Interlocal Agreement between the County and Roanoke will be funding towards Dorman Road reconstruction.

STAFF RECOMMENDATION:

Recommends Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) equal to 50% of proposed construction costs

ATTACHMENTS:

1. ICA_Roanoke_Dorman Road (1)

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE CITY OF ROANOKE, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “the County”; and the City of Roanoke, Texas, a duly organized political subdivision of the State of Texas, hereinafter “the City.” The County and the City are collectively referred to herein as “the Parties.”

WHEREAS, the County and the City mutually desire to enter into this Agreement for the purpose of providing engineering, right-of-way acquisition, utility relocations, inspections, and construction of Dorman Road, to include sidewalks, water, sewer, and drainage improvements between Lois Street and Byron Nelson Boulevard, located entirely in the municipal limits of the City and Denton County Commissioner Precinct #4, hereinafter “the Project”; and

WHEREAS, the estimated cost of completion for the Project is ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00), with the County contribution toward satisfactory completion of the Project in an amount which shall not exceed SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00), and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the City hereby agree that the scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction of Dorman Road, to include sidewalks, water, sewer, and drainage improvements between Lois Street and Byron Nelson Boulevard, at an estimated cost of completion of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00), whereby the County agrees to make a contribution toward satisfactory completion of the Project in an amount which shall not exceed SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00). The Project is located entirely within the municipal limits of the City and Denton County Commissioner Precinct #4.

III.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City agrees to manage all engineering, right-of-way acquisition, utility relocations, inspections, and maintenance of the Project. The City shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00).

V.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with the completion of the Project, the City shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The City shall submit invoices on a monthly basis, and the County shall reimburse the City on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the

Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

VIII.

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City: Honorable Scooter Gierisch, Mayor
City of Roanoke, Texas
500 S. Oak Street
Roanoke, Texas 76262

Copy To: April S. Hill, City Secretary
City of Roanoke, Texas
500 S. Oak Street
Roanoke, Texas 76262

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.com
holly.sadlowski@dentoncounty.com

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209
john.feldt@dentoncounty.gov
cio@dentoncounty.gov

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

XI.

The City agrees and understands that the City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The City agrees to accept full responsibility for the acts, negligence and omissions of all City employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the City.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

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

XV.

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

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2023.

DENTON COUNTY, TEXAS

1 Courthouse Drive, Suite 3100
Denton, Texas 76209

CITY OF ROANOKE, TEXAS

500 S. Oak Street
Roanoke, Texas 76262

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

By: _____
Honorable Carl E. "Scooter" Gierisch, Jr.
Mayor of the City of Roanoke, Texas
Acting by and on behalf of the authority
of the City of Roanoke, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
April S. Hill, City Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction of Dorman Road, to include sidewalks, water, sewer, and drainage improvements between Lois Street and Byron Nelson Boulevard, at an estimated cost of completion of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00). The Project shall be located entirely within the municipal limits of the City of Roanoke and Denton County Commissioner Precinct #4.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Roanoke, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court



AGENDA ITEM

TO: Mayor and City Council

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

MEETING DATE: October 24, 2023

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action 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.

Planning and Zoning Commission:

The board recommended approval on October 16, 2023.

STAFF RECOMMENDATION:

Recommend approval.



AGENDA ITEM

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. Elevations
5. Project Spruce_Landscape Plans (1)
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
--	-------------------------------	------------------------------	--------------------------------------

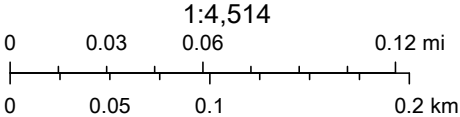
08/23/2019

Denton CAD Web Map



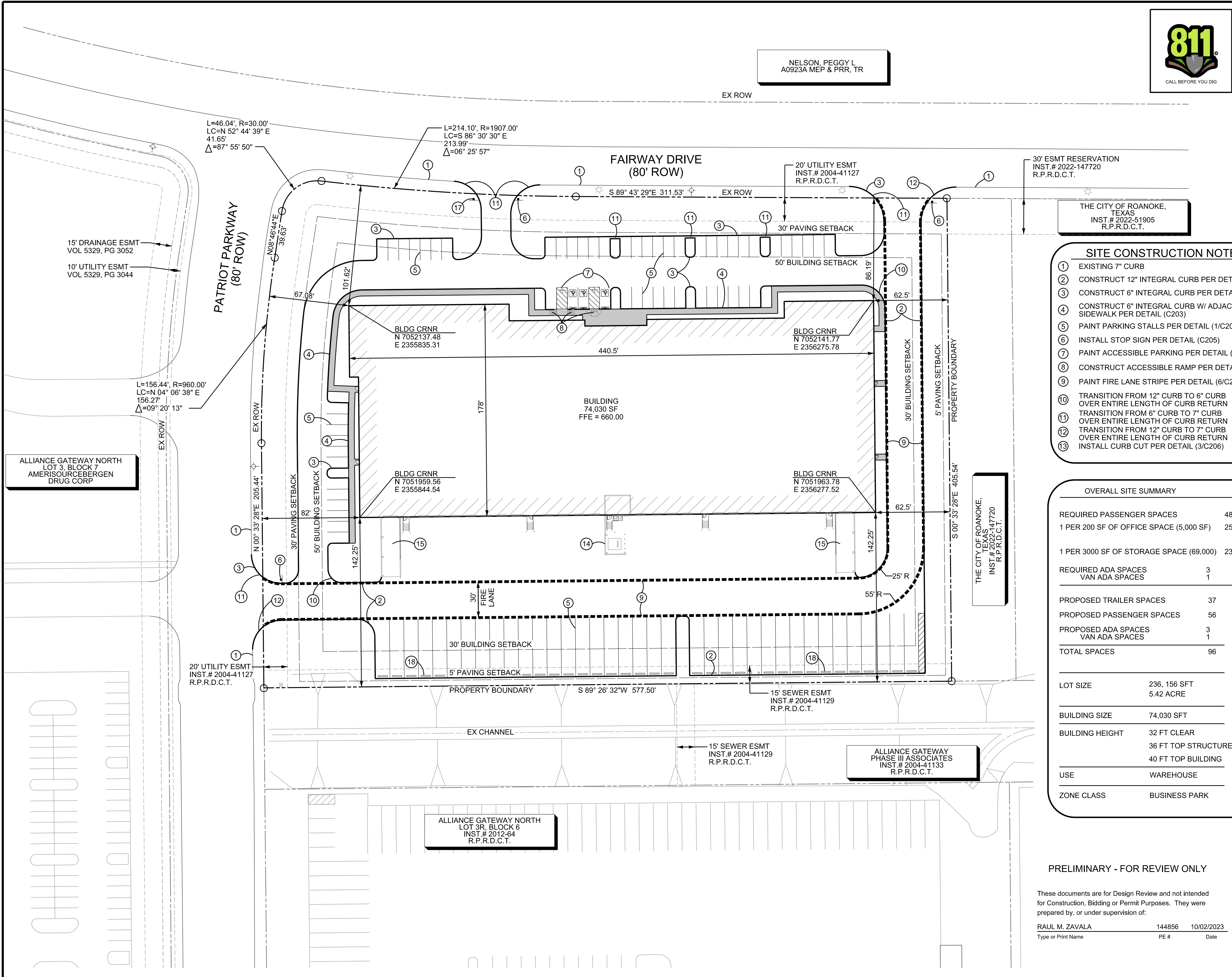
10/5/2023, 9:25:40 AM

-  Parcels
-  Roads



Denton Central Appraisal District, dentoncad.com

Denton County Appraisal District, Harris Govern -- www.harrisgovern.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

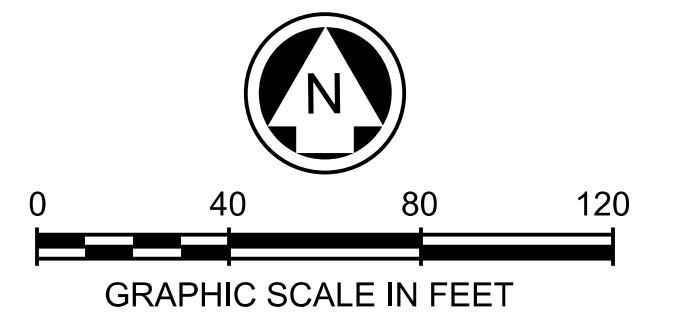
SITE CONSTRUCTION NOTES

- | | |
|--|--|
| 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

LEGEND

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



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

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

SPRUCE

OVERALL SITE PLAN

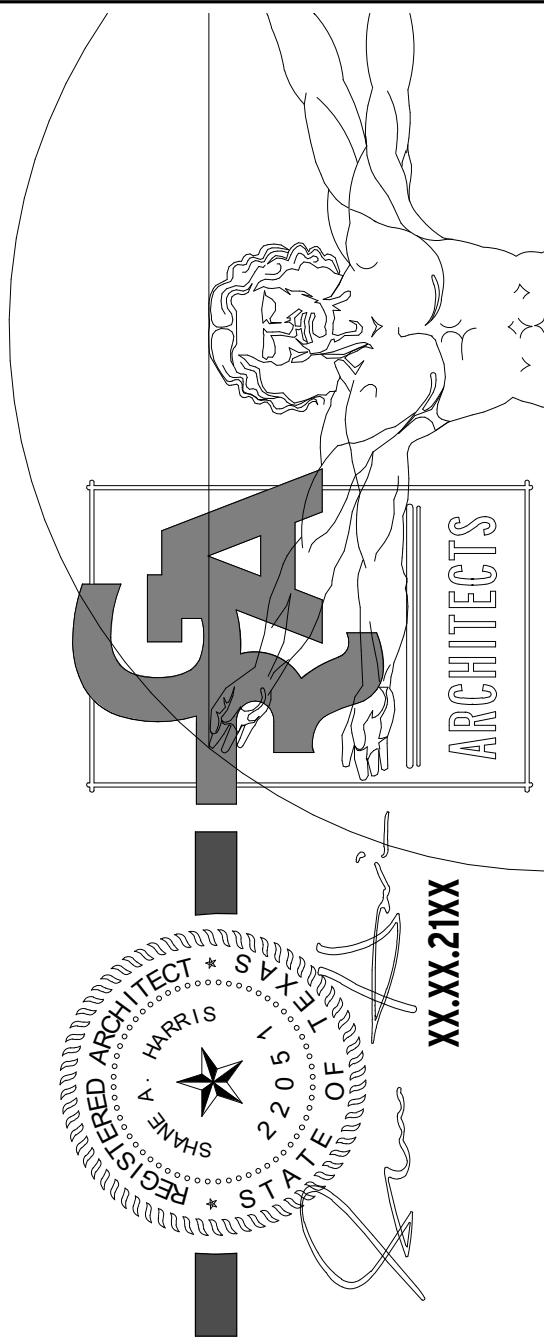
ROANOKE, DENTON COUNTY, TEXAS



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

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

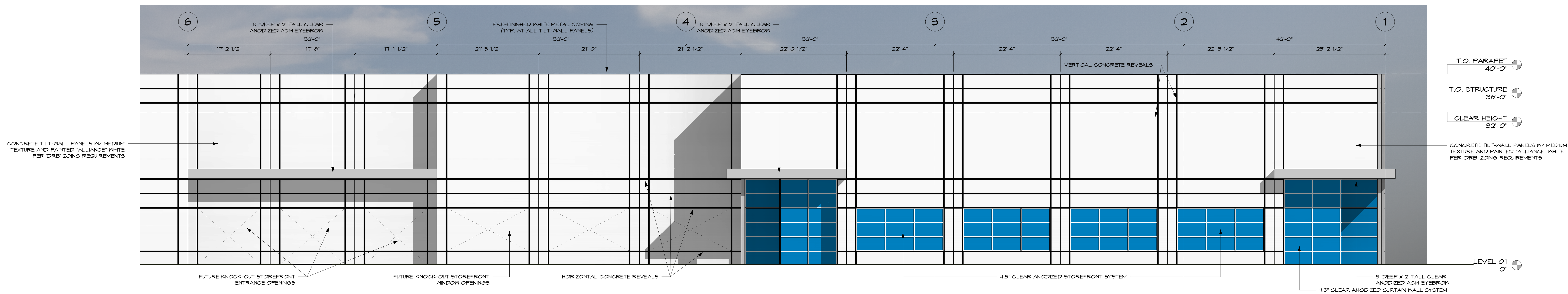
10/3/2023 4:35:49 PM



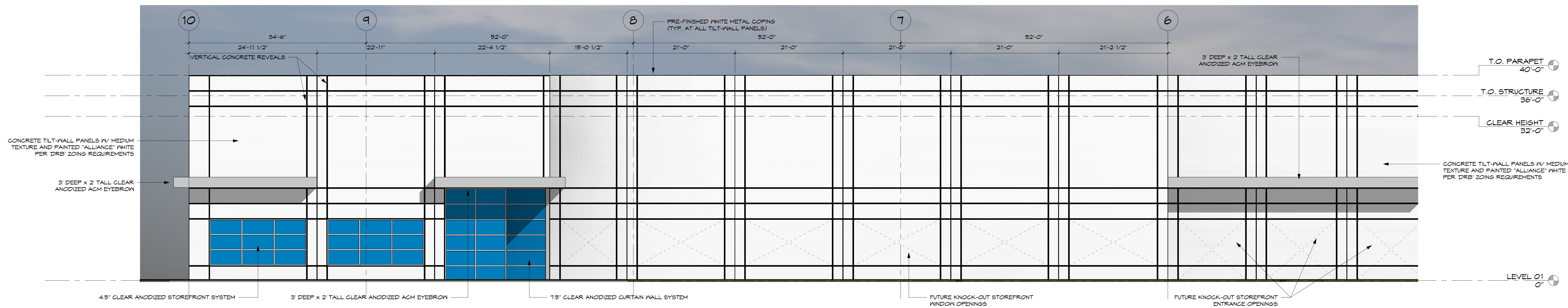
PROJECT SPRUCE

FAIRWAY DRIVE
ROANOKE, TX 76262

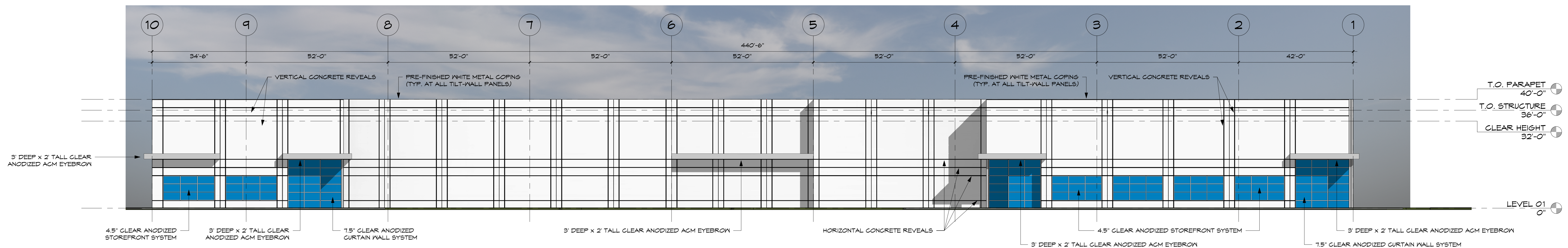
PERMIT NUMBER: XXXXXXXX
RGA PROJECT NUMBER: 23082
DATE: XX.XX.21XX
REVISIONS:
Number Description Date
SHEET: A3.01
SITE PLAN APPROVAL



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



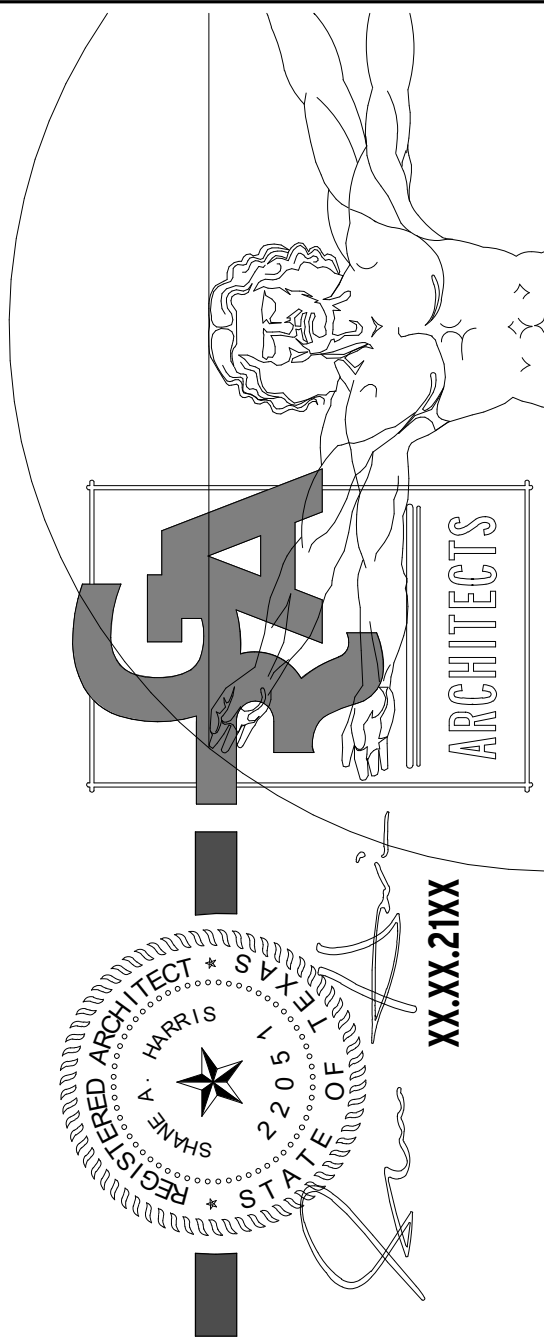
2 NORTH ELEVATION - AREA B
Scale: 1/8" = 1'-0"



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:	15,209	86%
TOTAL:	17,542	100%

10/3/2023 4:35:54 PM



PROJECT SPRUCE

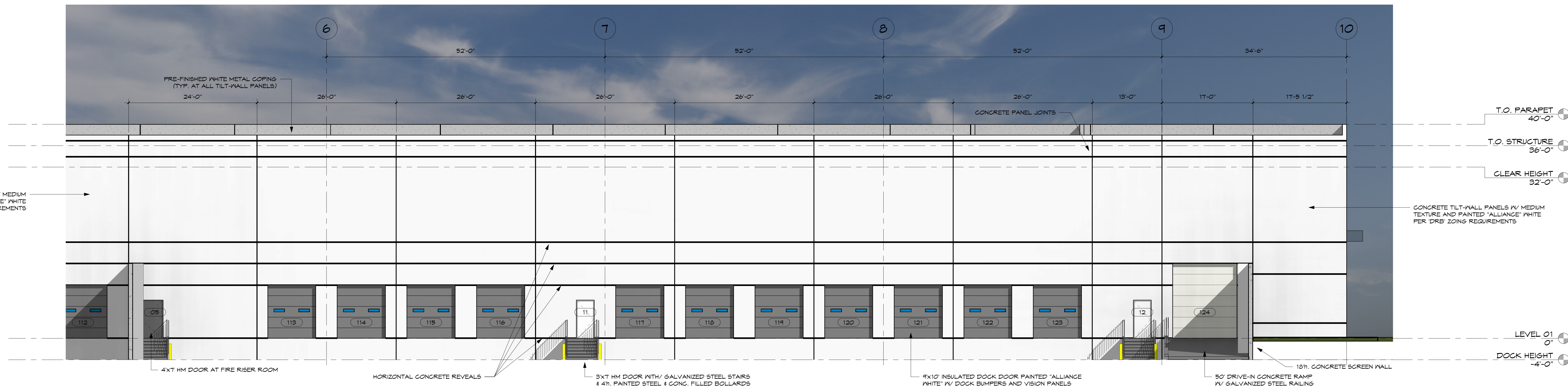
FAIRWAY DRIVE
ROANOKE, TX 76262

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

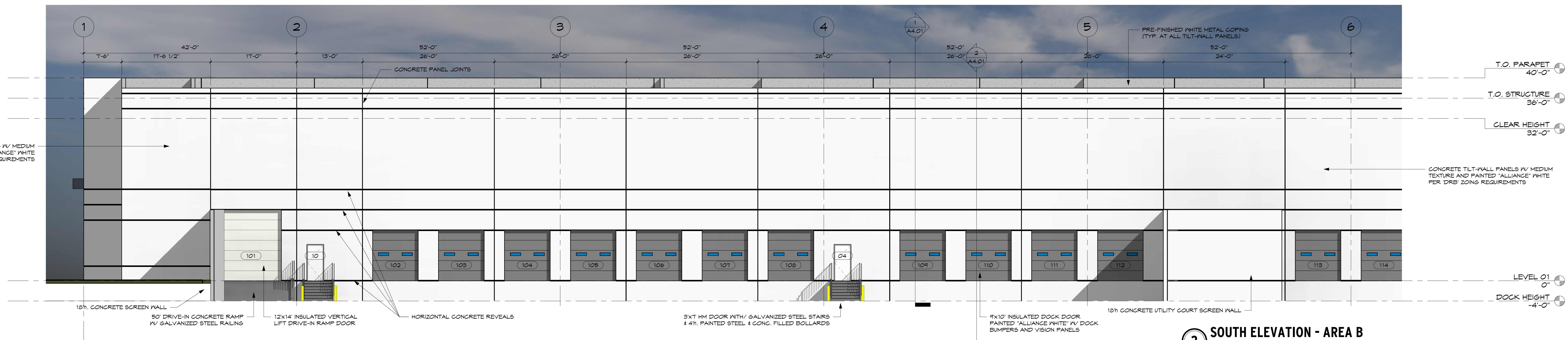
SHEET:

A3.02

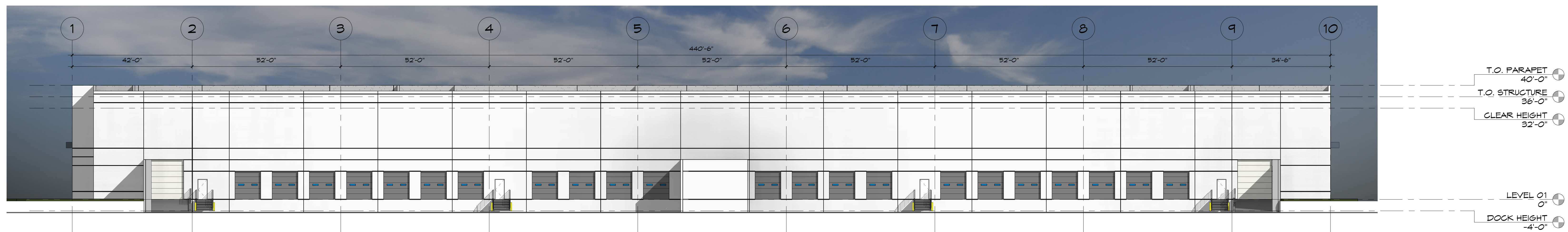
SITE PLAN APPROVAL



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"

<u>SOUTH ELEVATION MATERIAL TOTALS</u>		
GLAZING TOTAL:	0	00%
ADM EYEBROW:	0	00%
CONCRETE TILT-WALL:	19,340	100%
TOTAL:	19,340	100%

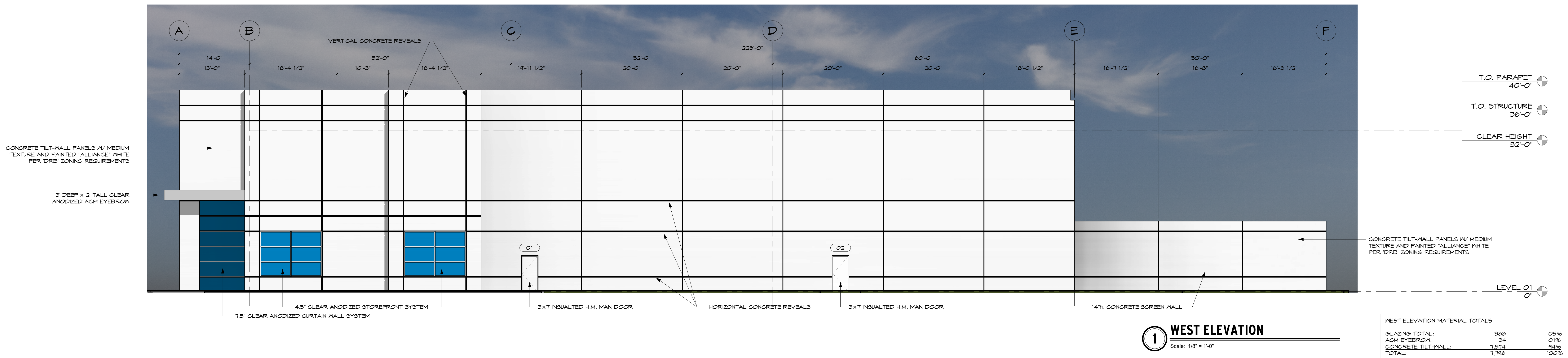
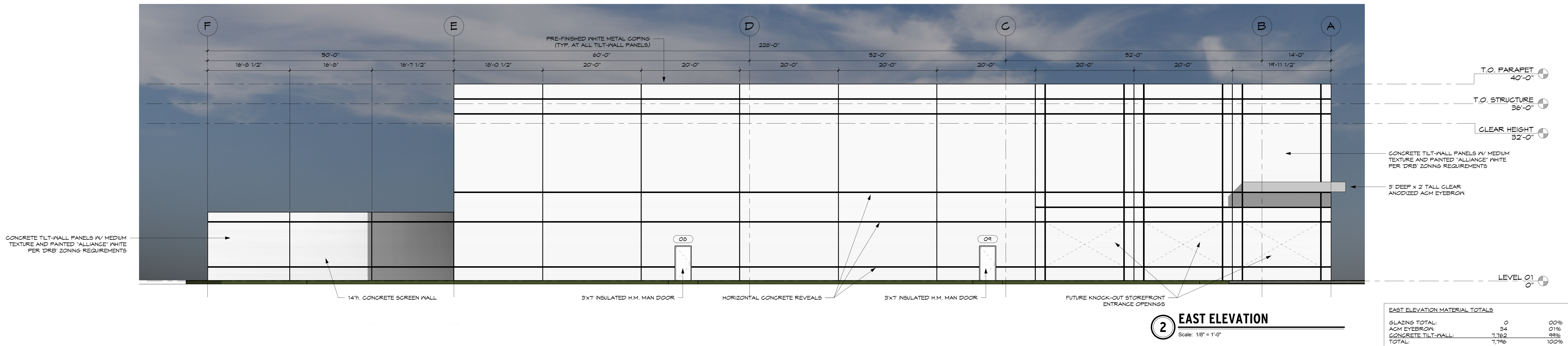
PROJECT SPRUCE

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



Drawing: G:\9948\223002_Peloton_Spruce_Landscape_Design\9948_LANDSCAPE_Plan\9948_L223002.dgn
Last Saved by: JLC
Last Saved on: 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 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.

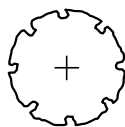
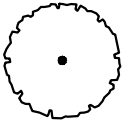
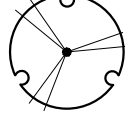
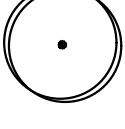
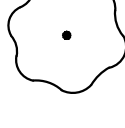
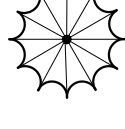
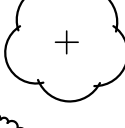
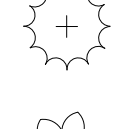
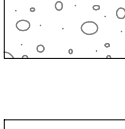
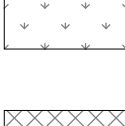
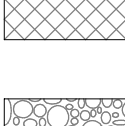
IRRIGATION NOTES

- 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 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

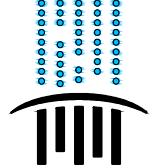
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

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.	

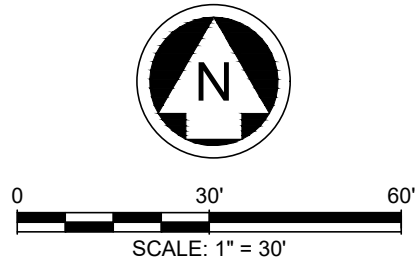
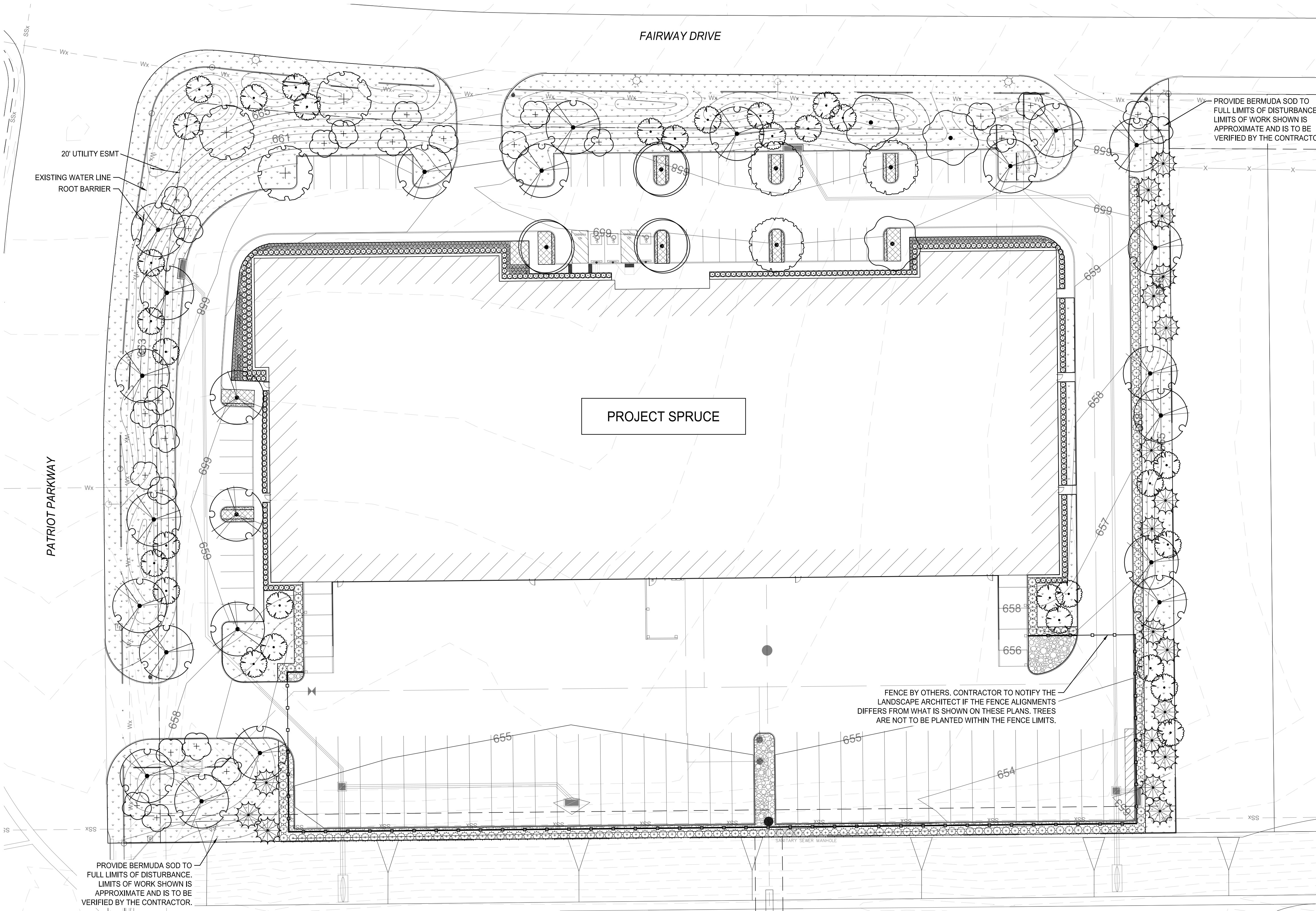
PRELIMINARY
-FOR REVIEW ONLY-

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			
 PELTON 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.CAD
Last Saved by: JLC
Print 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 Lilyturf
	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-

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

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 a 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.

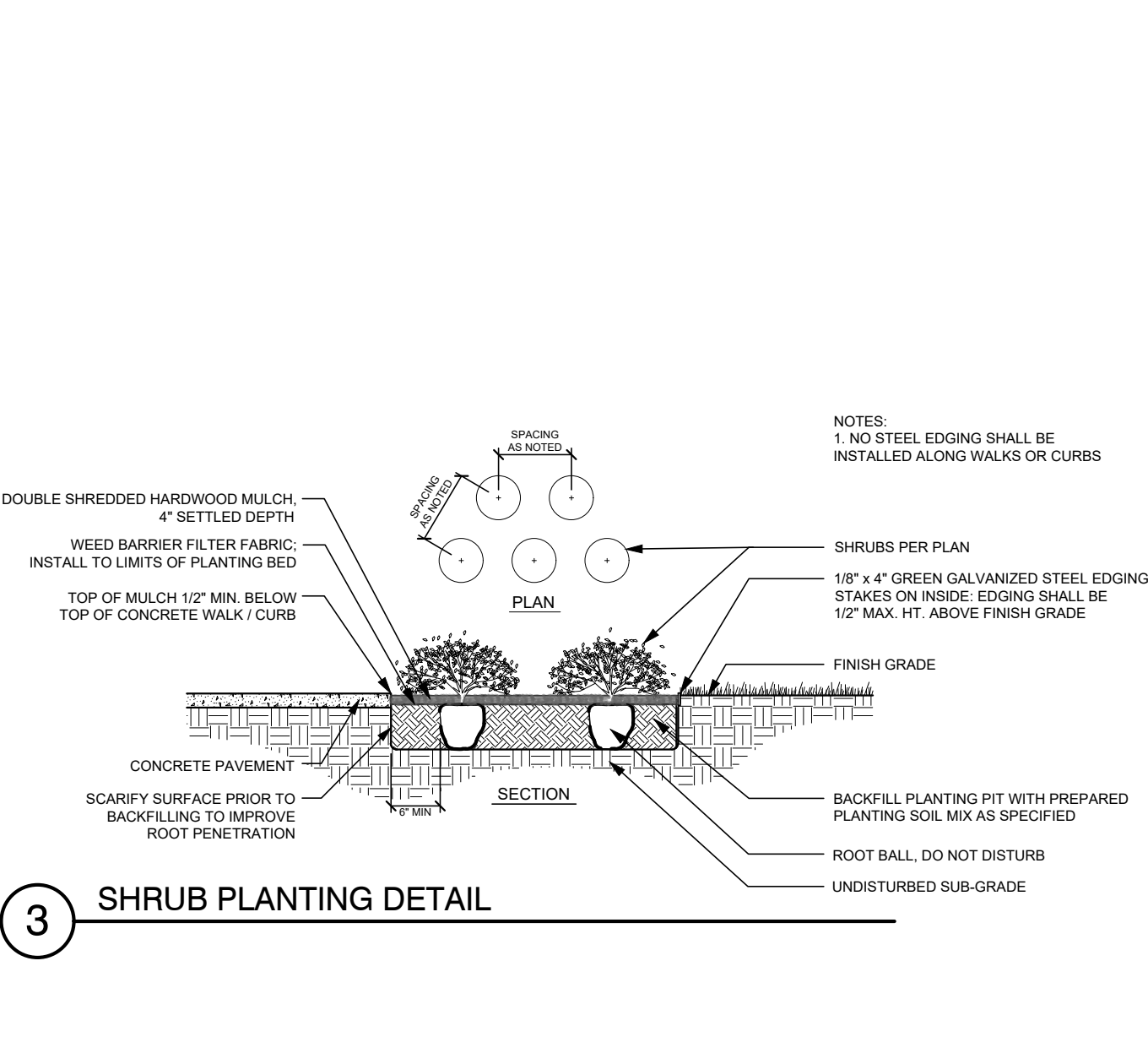
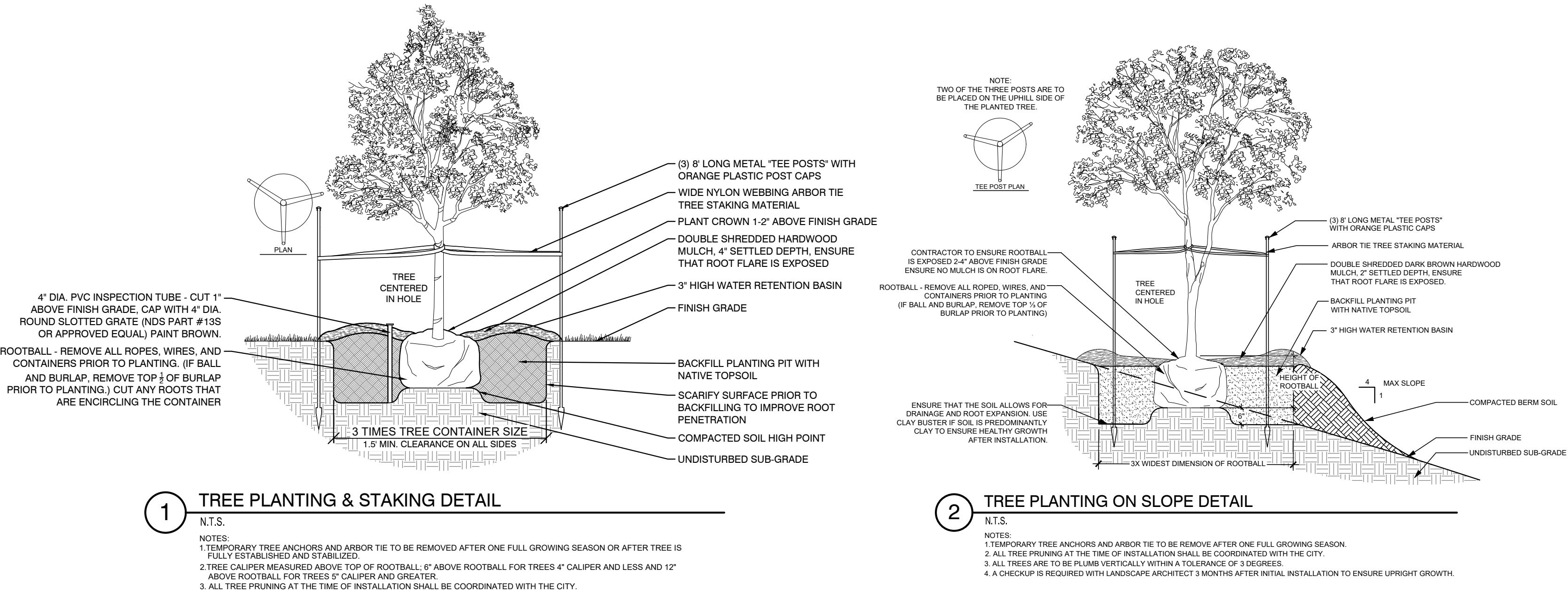
3.3 CLEANUP AND ACCEPTANCE

- 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.		

Drawn: G:\0616\23002_Planet_Spruce_Landscape_Detail1.dwg User: CADIA_Planet\23002-DETAILS
Last Saved by: Jordan A. Kaylor
File Date/Time: 10/11/2023 3:57 AM



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

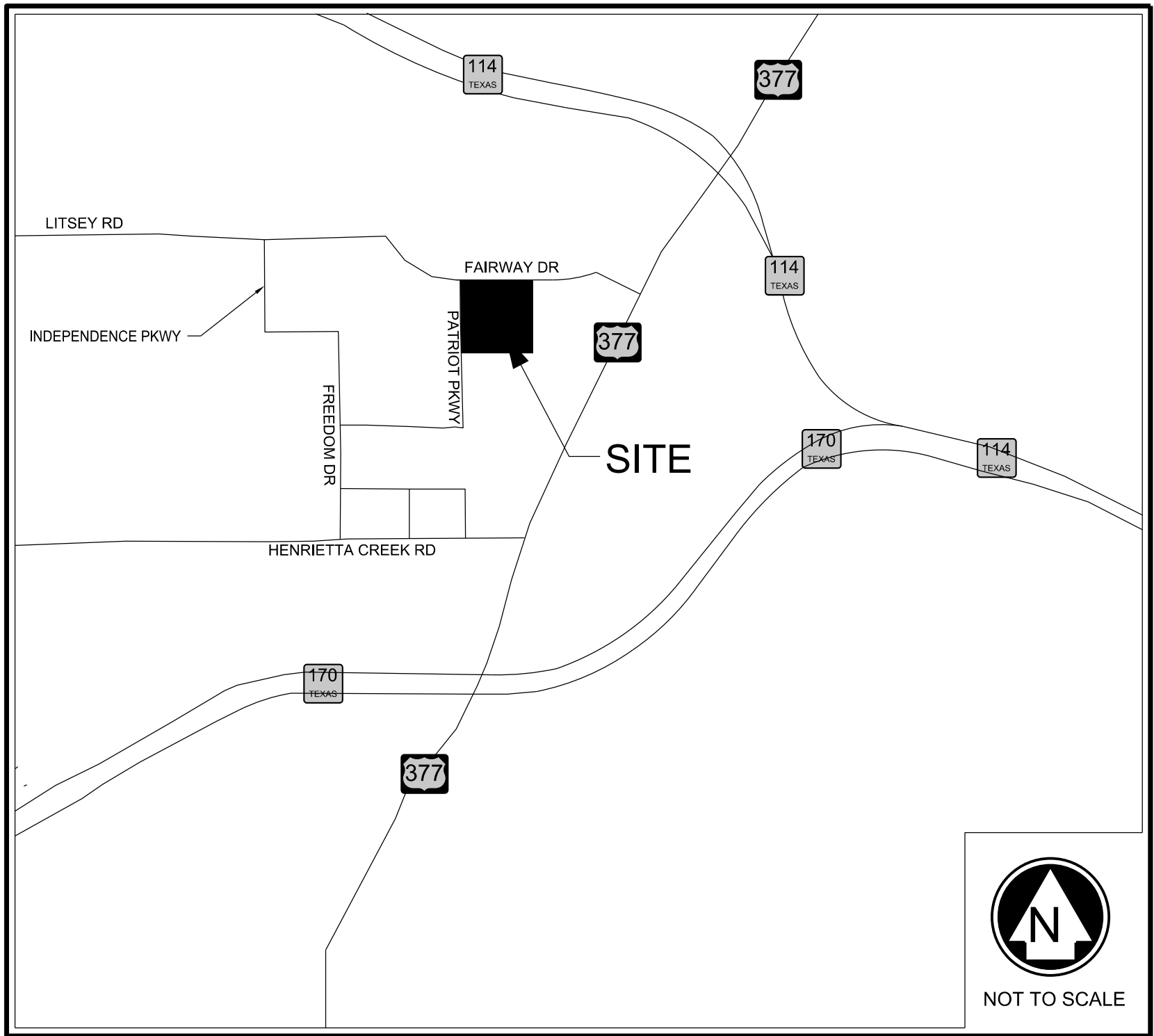
PROJECT SPRUCE
LANDSCAPE SPECIFICATIONS
AND DETAILS

ROANOKE, DENTON COUNTY, TEXAS



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

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

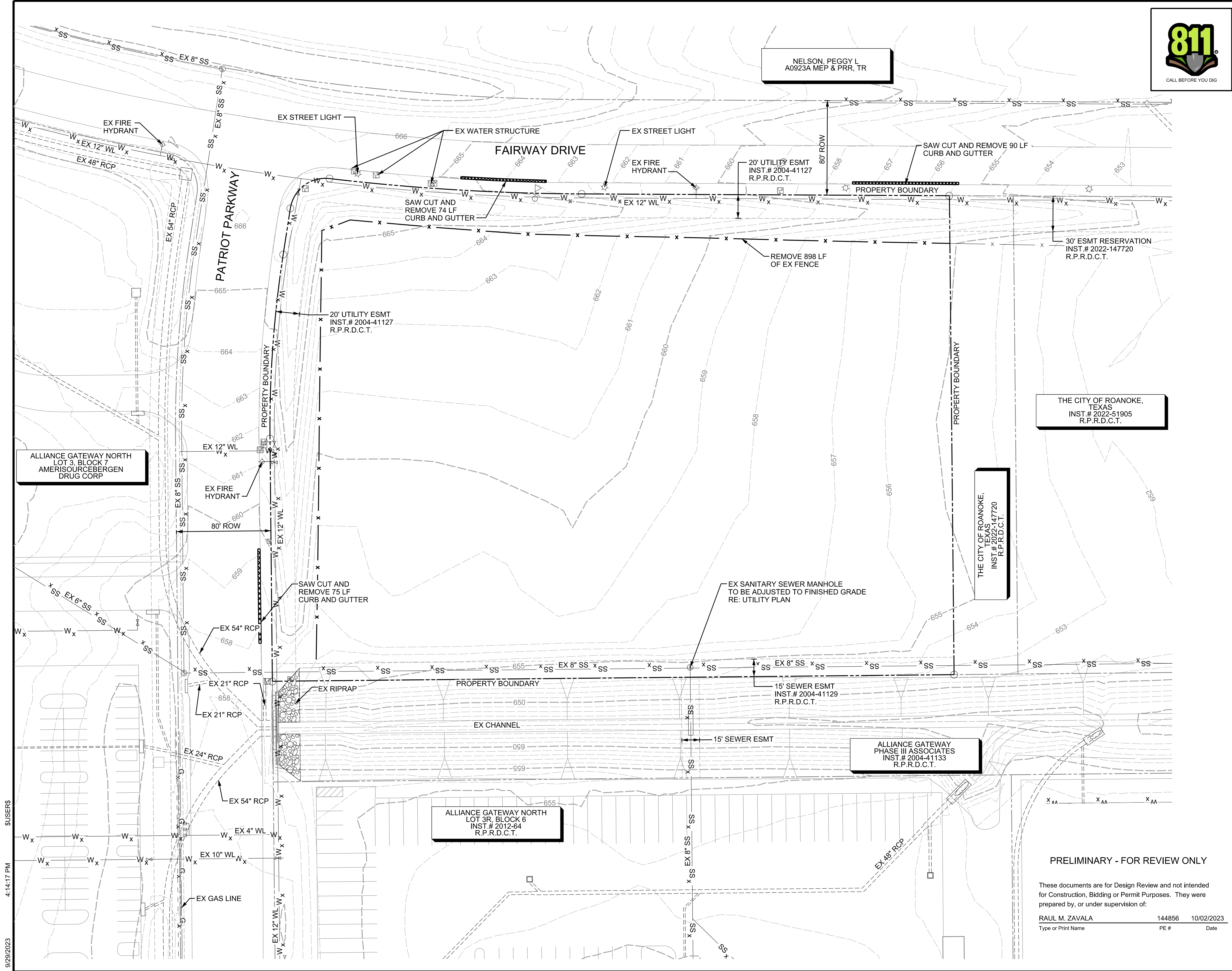
Firm Number 12207

* 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



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	W _x
EXISTING SEWER LINE	SS _x
EXISTING GAS LINE	G _x
EXISTING UG ELECTRIC LINE	E _x
EXISTING COMMUNICATIONS LINE	C _x
EXISTING OH ELECTRIC LINE	E _x
EXISTING FENCE TO BE REMOVED	x
EXISTING STREET LIGHT	☼
EXISTING FIRE HYDRANT	⊕
EXISTING CONC CURB AND GUTTER TO BE REMOVED	▬
EXISTING RIPRAP	▨



REV.	DATE	REMARKS

SPRUCE

EXISTING CONDITION & DEMOLITION PLANS

ROANOKE, DENTON COUNTY, TEXAS



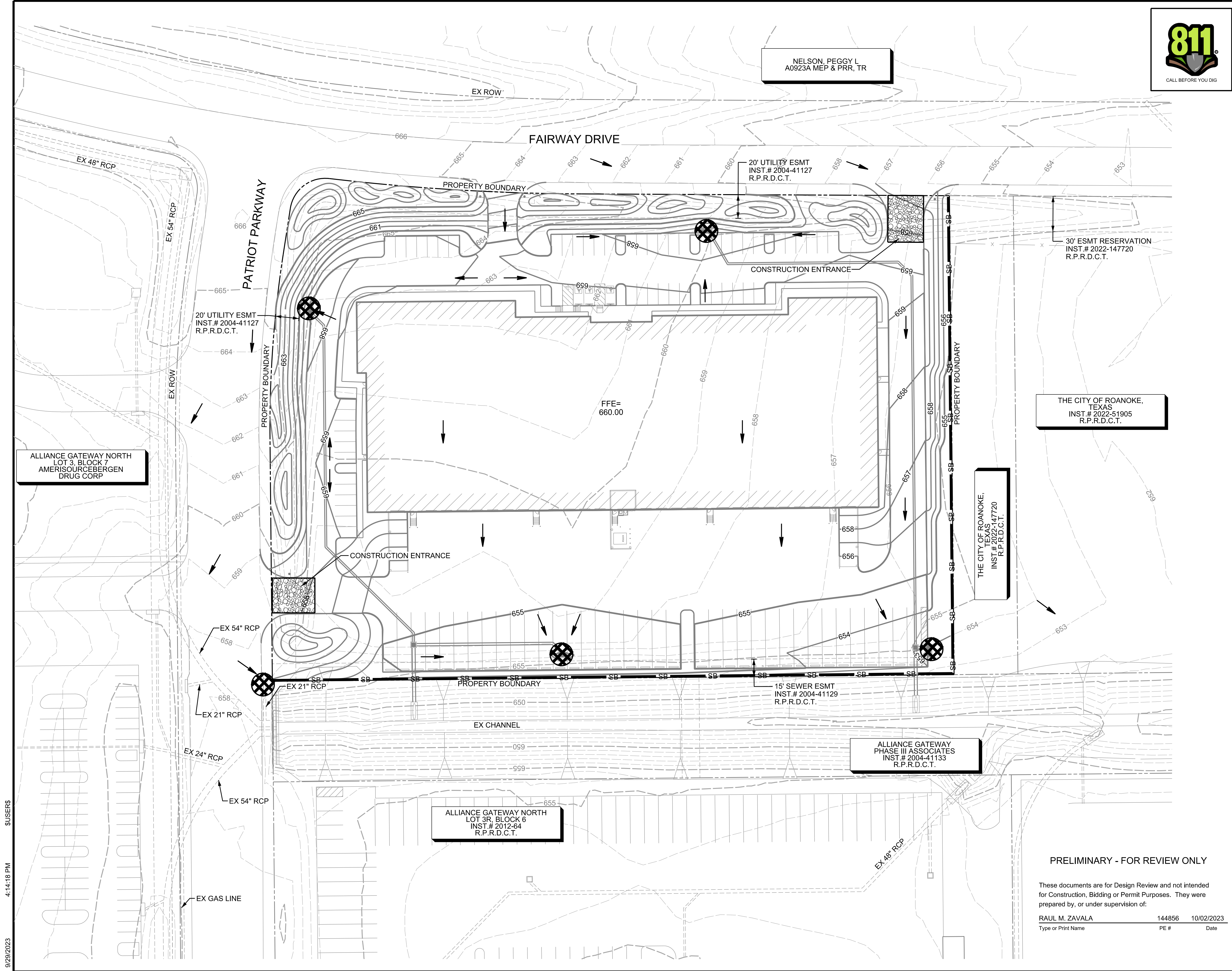
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE: OCT 2023	PROJECT #: BLC23002	SHEET: C101
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



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

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 DREDGED OF ANY SEDIMENT 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.

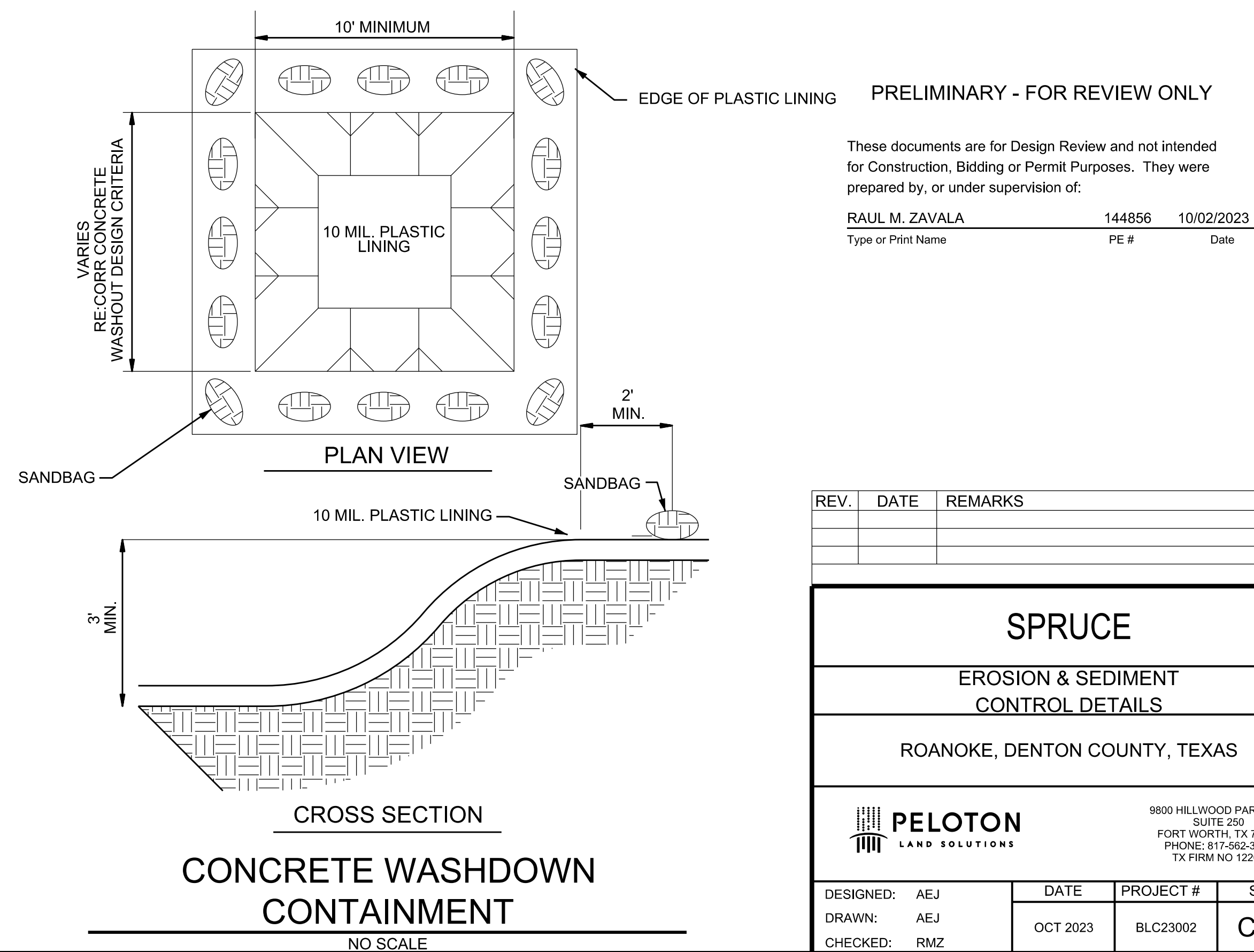
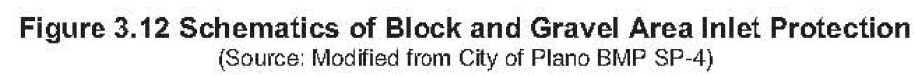
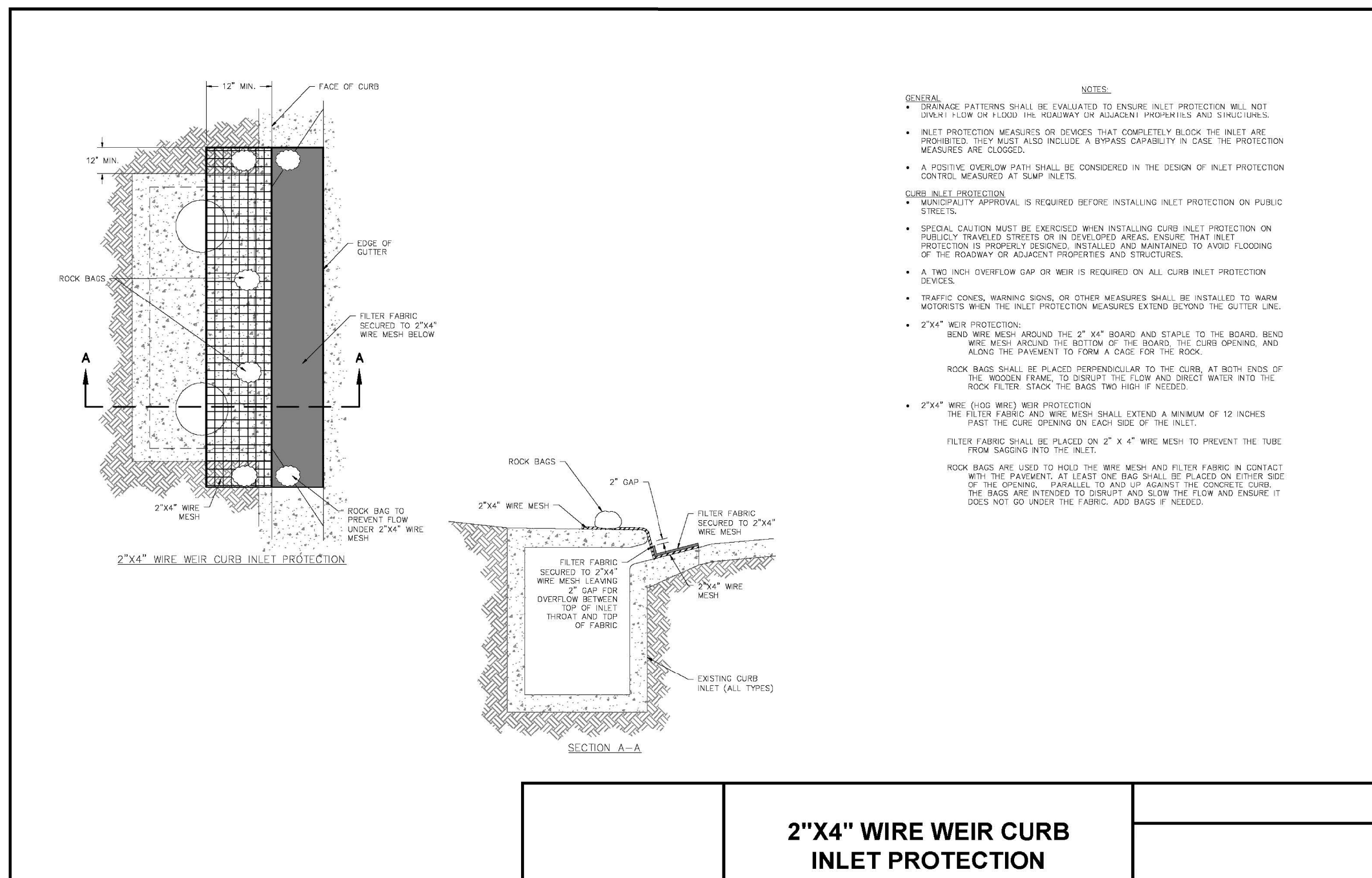
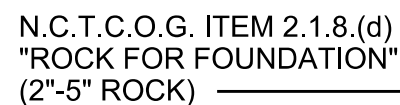
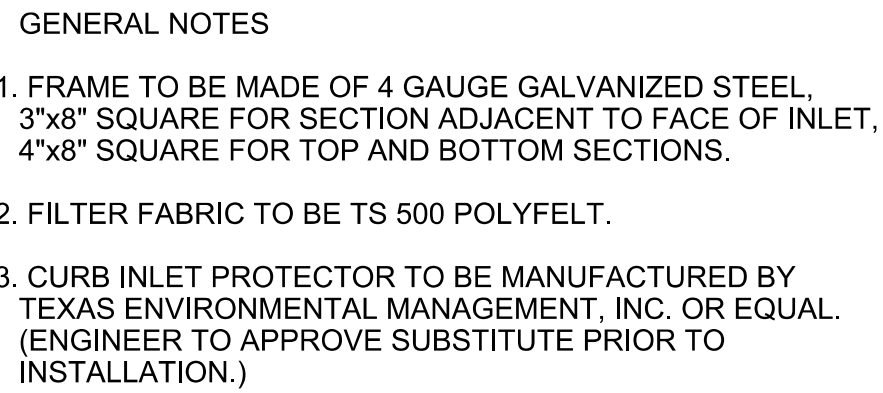


REV.	DATE	REMARKS
SPRUCE		
EROSION & SEDIMENT CONTROL PLAN		
ROANOKE, DENTON COUNTY, TEXAS		
		9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO 12207
DESIGNED: AEJ	DATE	PROJECT #
DRAWN: AEJ	OCT 2023	BLC23002
CHECKED: RMZ		SHEET
		C103

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





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

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

PROJECT BENCHMARKS

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

SITE CONSTRUCTION NOTES

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

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

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

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

	10/3/2023	5:30:36 PM	\$USER\$
--	-----------	------------	----------

Page 33 of 148



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

EX ROW

NELSON, PEGGY L
A0923A MEP & PRR, TR

FAIRWAY DRIVE
(80' ROW)

20' UTILITY ESM
INST.# 2004-411
R.P.R.D.C.T.

30' ESMT RESERVATI
INST.# 2022-147720
R.P.R.D.C.T.

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



A horizontal line with vertical tick marks at 0, 40, 80, and 120. The line is divided into four equal segments by these marks. The text "GRAPHIC SCALE IN FEET" is centered below the line.

REV.	DATE	REMARKS

SPRUCE

DIMENSIONAL CONTROL PLAN

ROANOKE, DENTON COUNTY, TEXAS



800 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	C202
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

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

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

15' SEWER ESM
INST.# 2004-4112
R.P.R.D.C.T.

20' UTILITY ESMT
NST.# 2004-4112
R.P.R.D.C.T.

ALLIANCE GATEWAY NORTH
LOT 3, BLOCK 7
AMERISOURCEBERGEN
DRUG CORP

PATRIOT PARKWAY
(80' ROW)

10' UTILITY ESMT
VOL 5329, PG 304

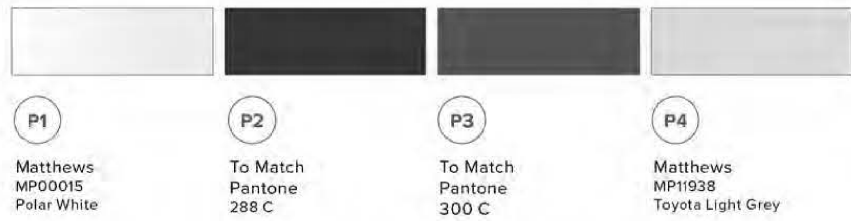
DESIGN CHARACTER

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.



VINYL

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



MATERIALS

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



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

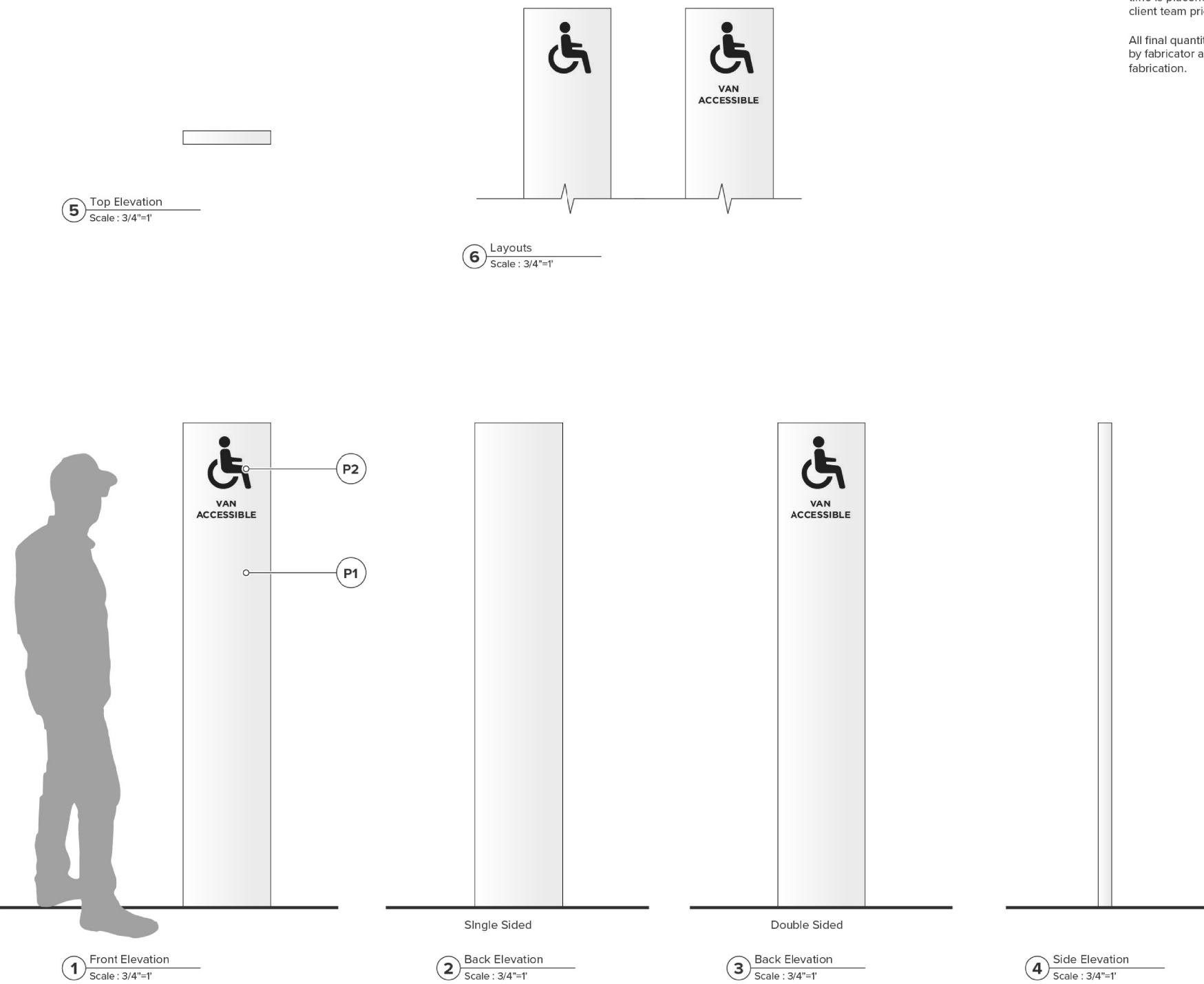
Fabricator shall submit 3 (three) set of sample and/or prototypes of each material, paint and vinyl call out listed on this sheet, minimum size 8"x 8" in size. All paint spray outs must be on aluminum.

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



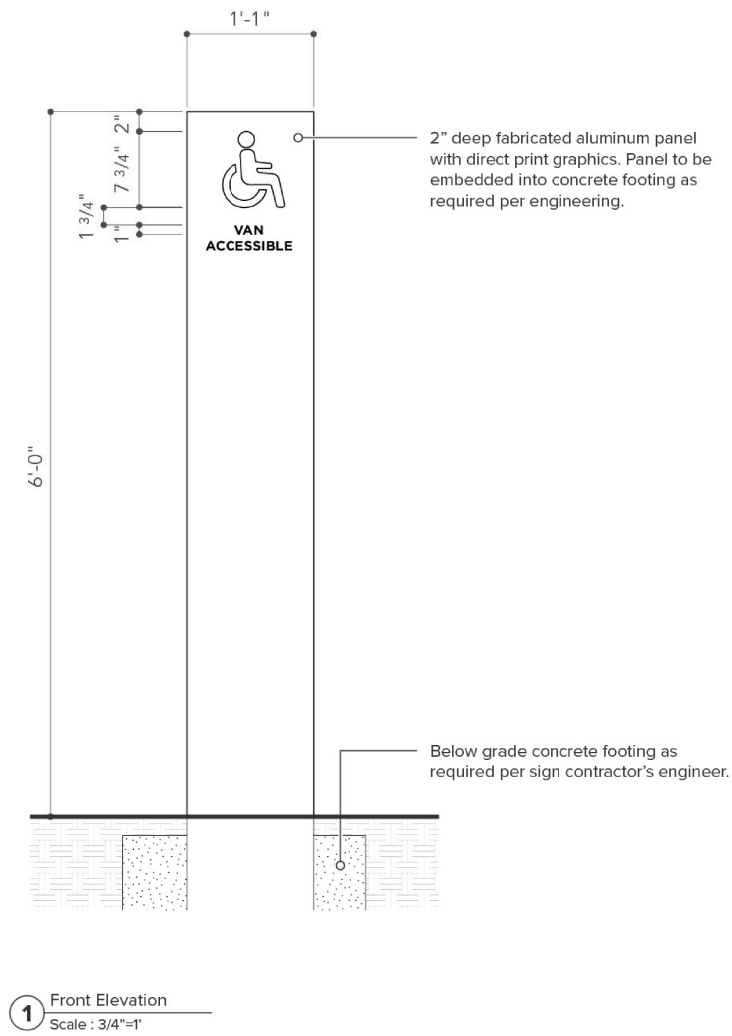
DRAWING FOR DESIGN INTENT ONLY; NOT INTENDED FOR CONSTRUCTION.
ALL SIGNS TO BE FABRICATED & INSTALLED PER APPROVED FABRICATOR SHOP DRAWINGS.

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.

3 Top Elevation
Scale: 3/4"-1"



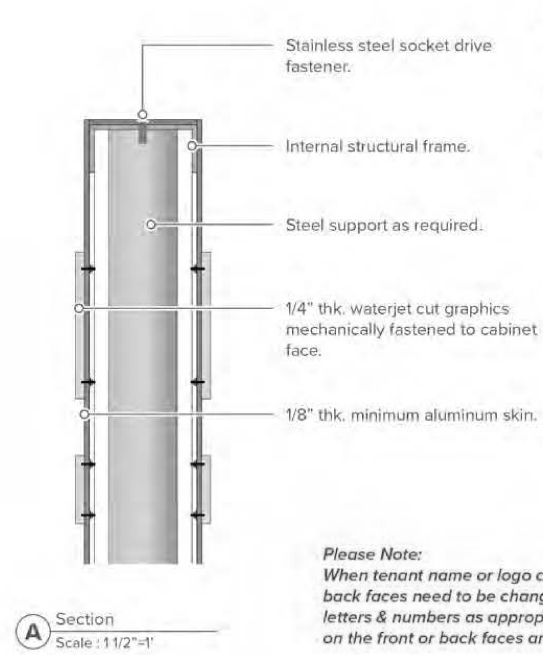
DRAWING FOR DESIGN INTENT ONLY; NOT INTENDED FOR CONSTRUCTION.
ALL SIGNS TO BE FABRICATED & INSTALLED PER APPROVED FABRICATOR SHOP DRAWINGS.

A1 | SIGN TYPE NAME
Color and Material

GENERAL NOTES

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.



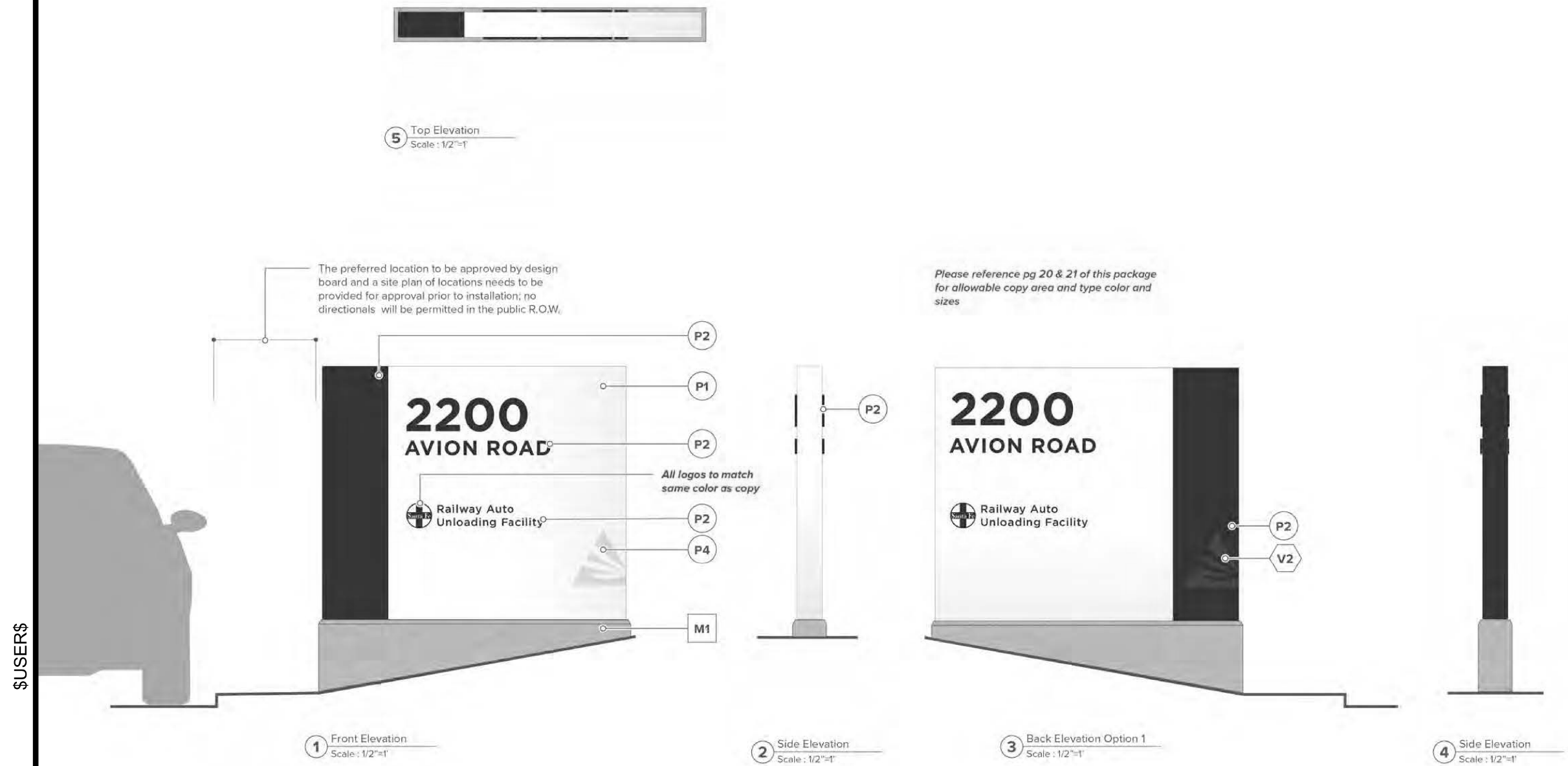
GENERAL NOTES

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.

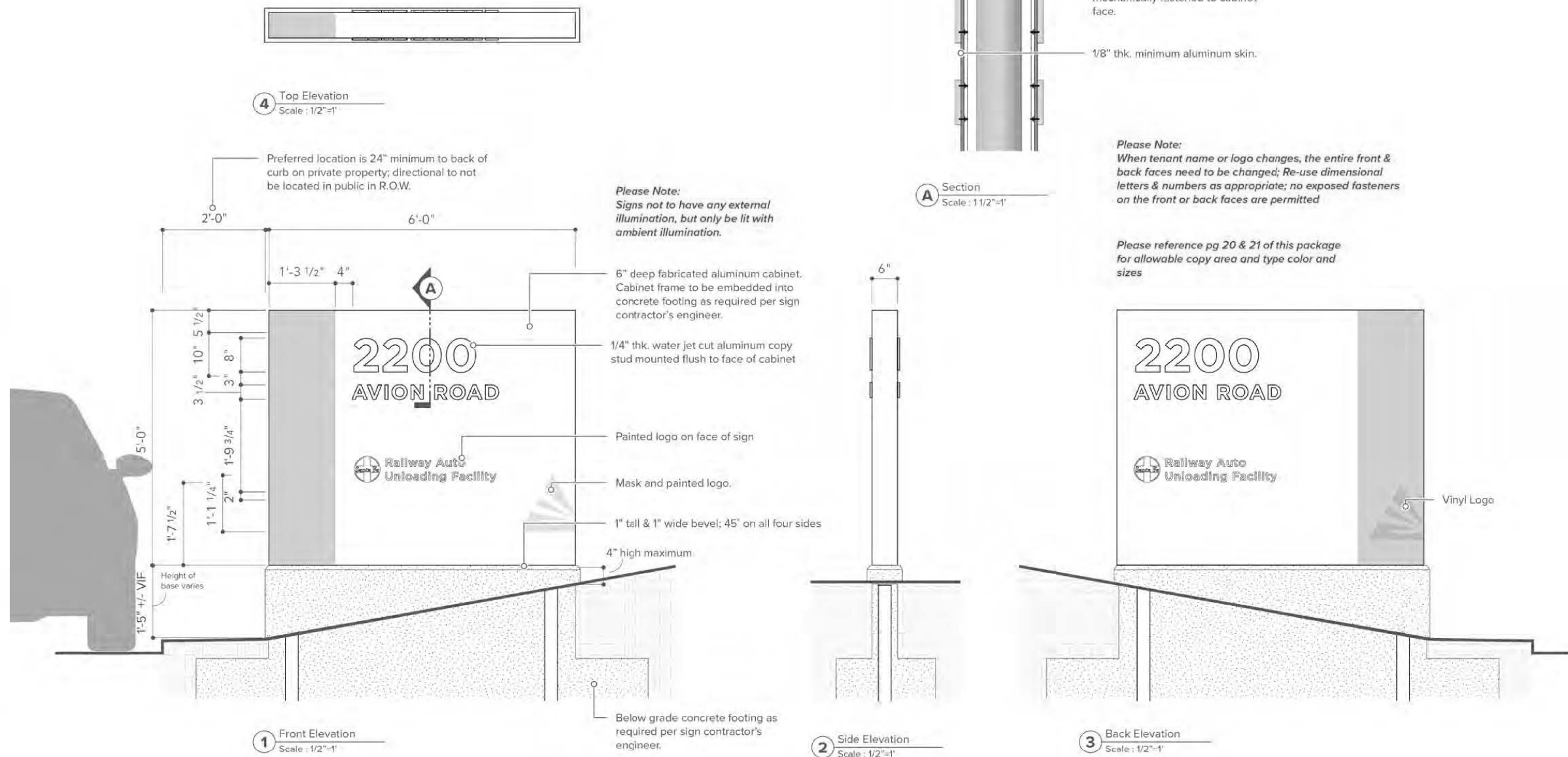
Please Note:
When tenant name or logo changes, the entire front & back faces need to be changed. Re-use dimensional letters & numbers as appropriate; no exposed fasteners on the front or back faces are permitted.

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

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

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			

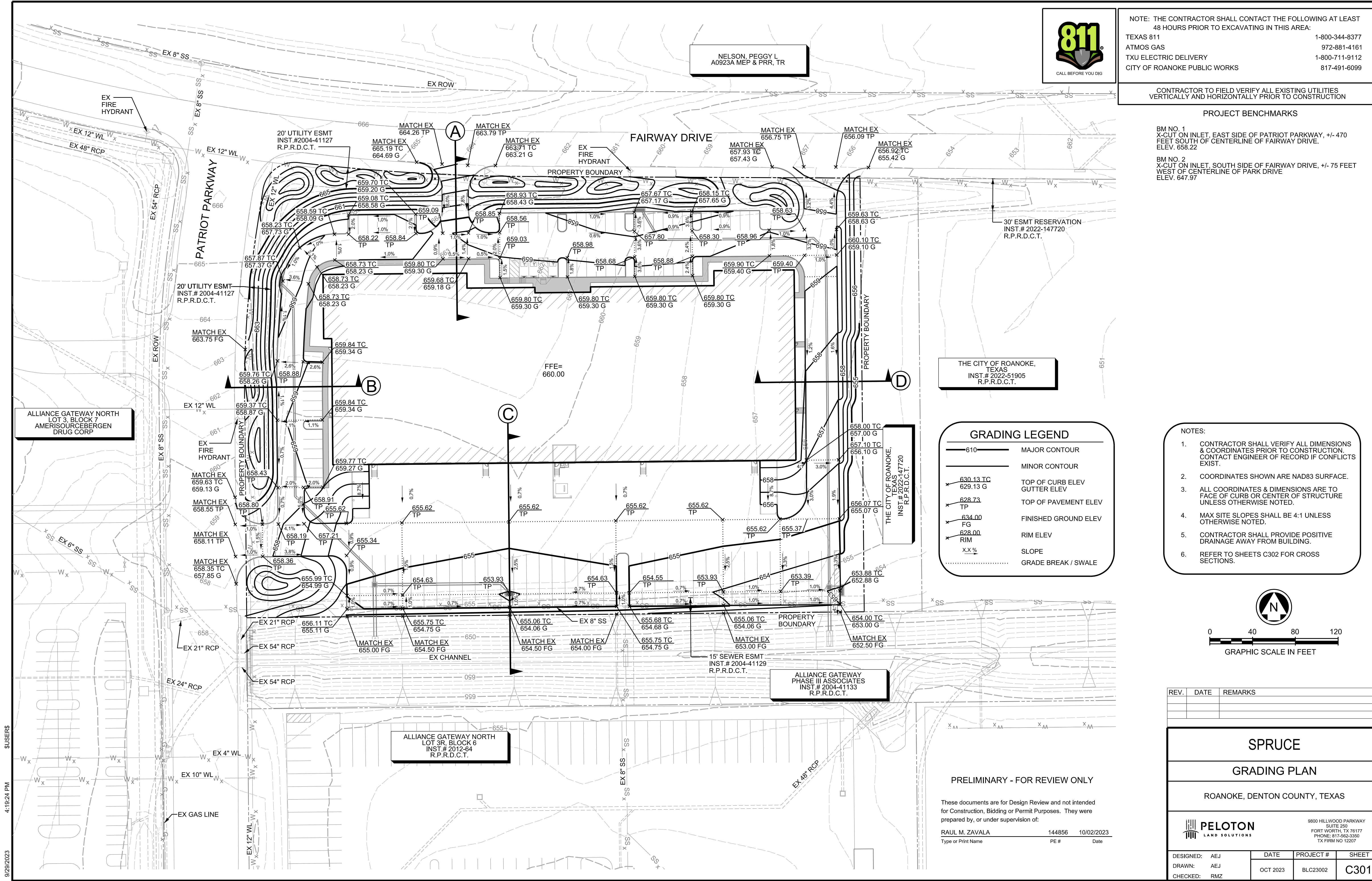
SUSERS\$

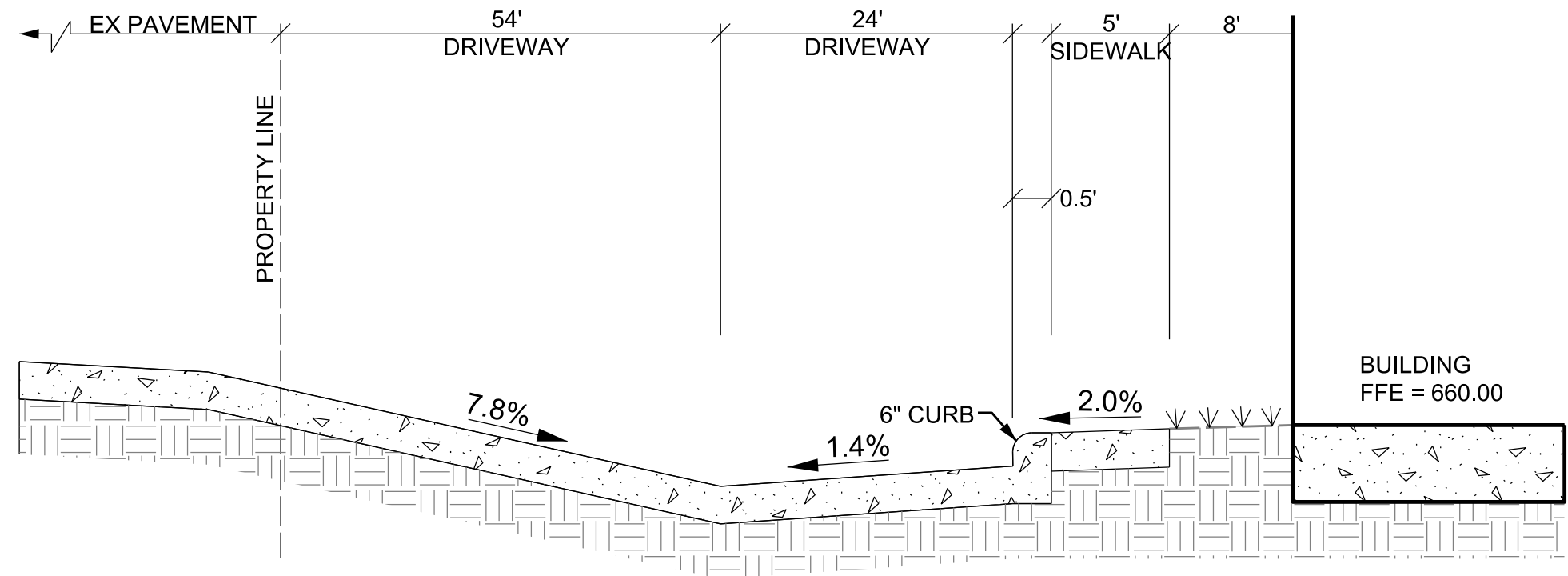
4:16:41 PM

9/29/2023

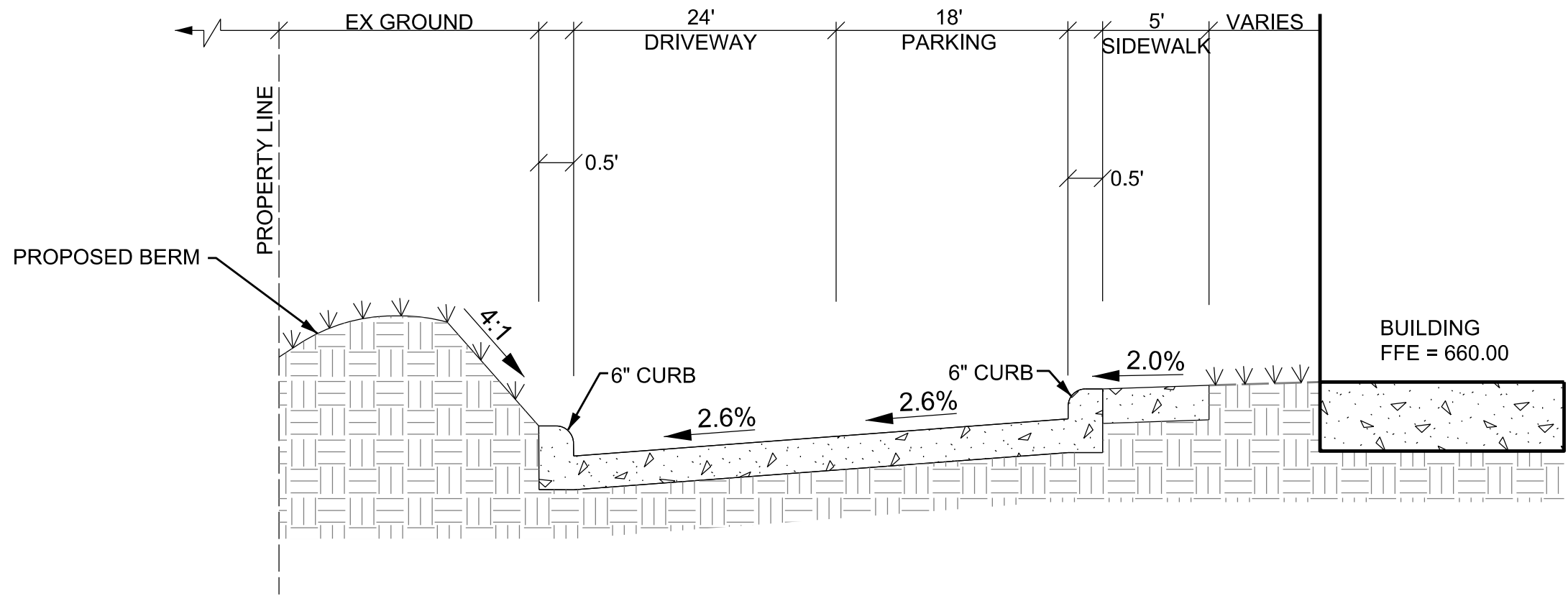
C:\JOB\BLC23002_P\Project_Spruce\3_Design\35_CAD_Construction Plans\C204-BLC23002-C-SITE-DET12.dwg

Page 38 of 148

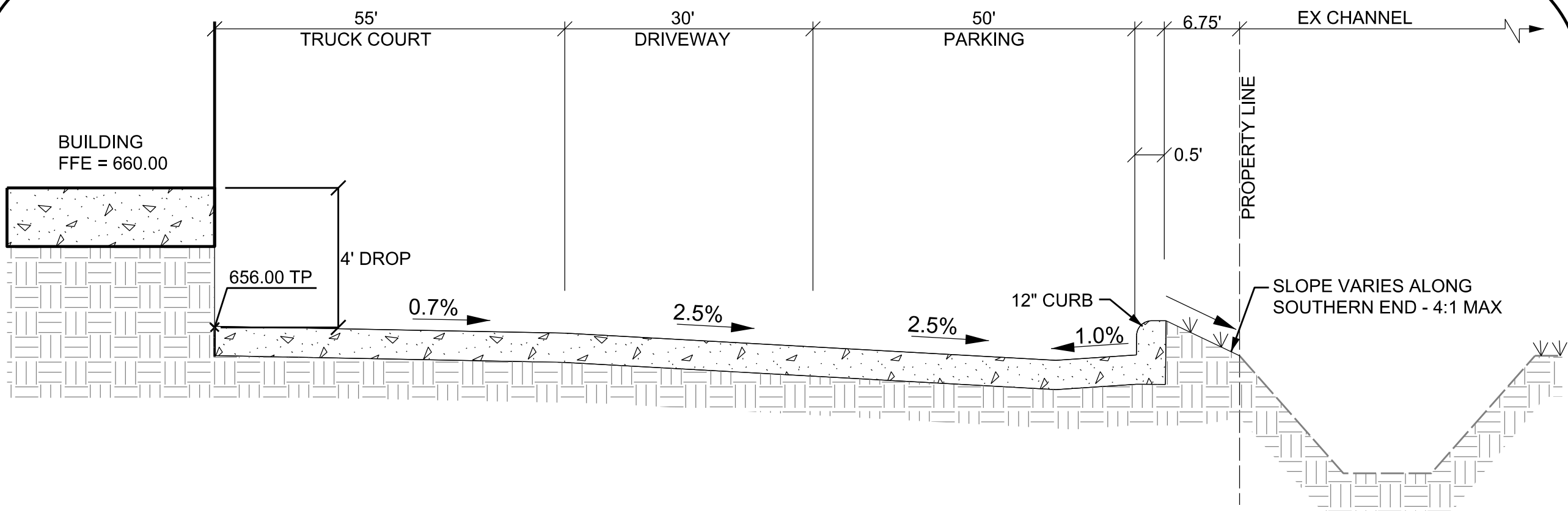




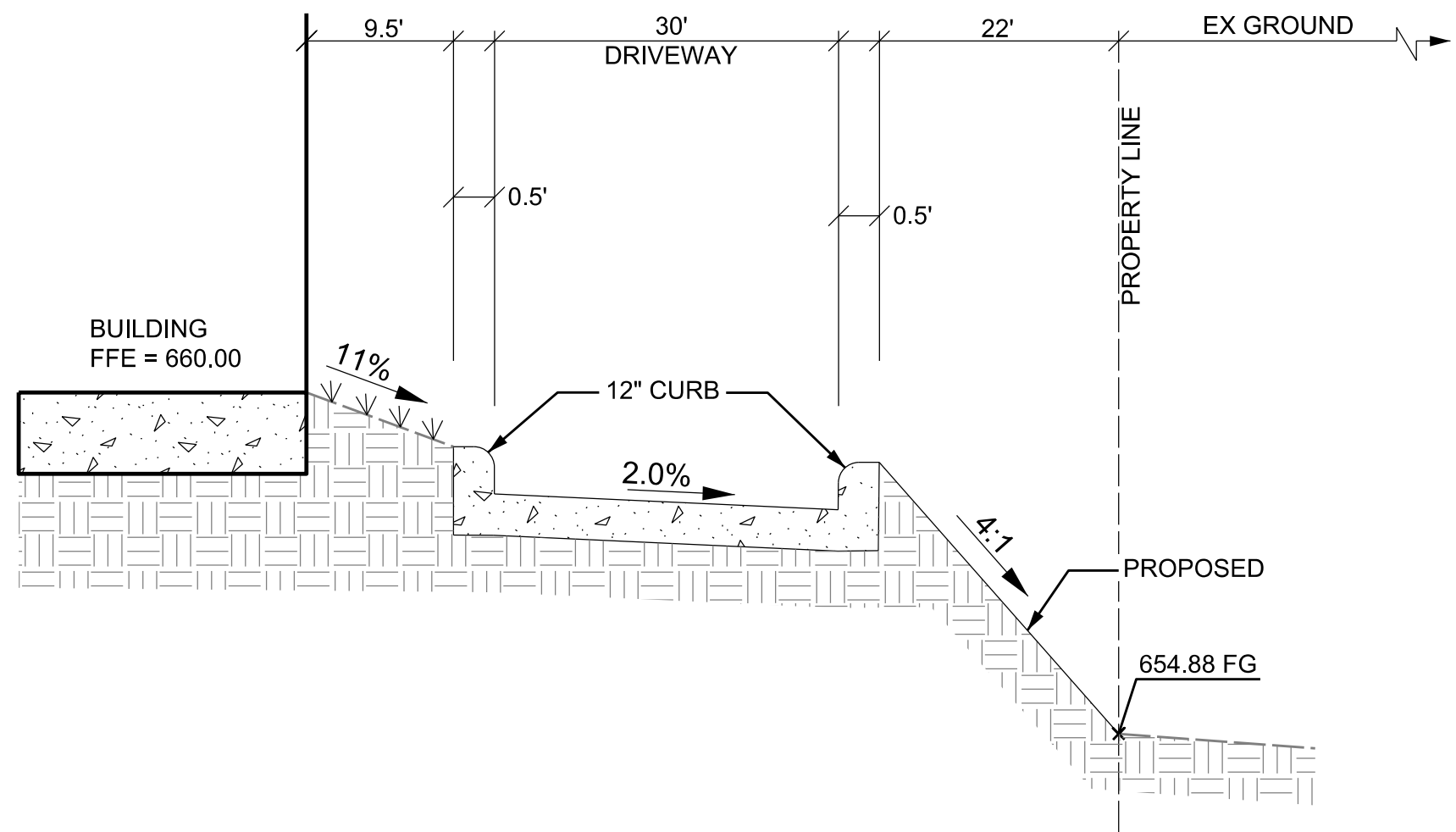
A CROSS SECTION "A"
NOT TO SCALE



B CROSS SECTION "B"
NOT TO SCALE



C CROSS SECTION "C"
NOT TO SCALE



D CROSS SECTION "D"
NOT TO SCALE

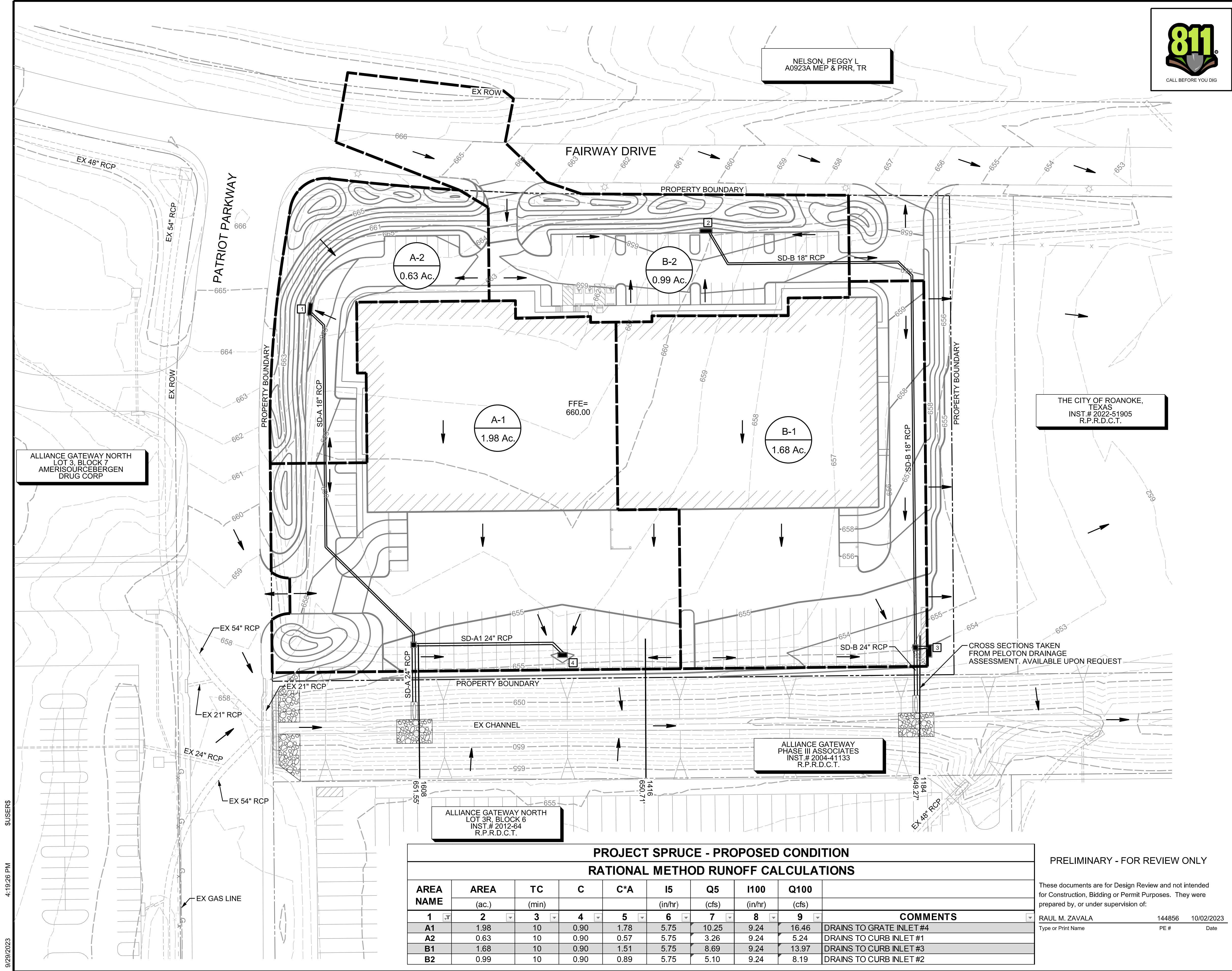
PRELIMINARY - FOR REVIEW ONLY

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

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

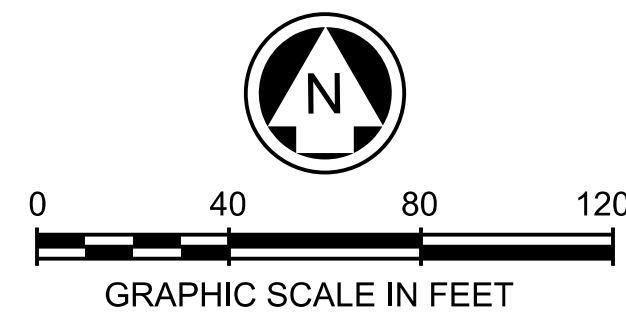
PROJECT BENCHMARKS

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

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

PROJECT SPRUCE - HYDRAULIC CALCULATIONS (FUTURE / ULTIMATE)

Runoff		Pipe	Drainage Area				Time of Concentration				Q100 YR				Box Culvert				Head Loss Calculations										Invert Elevation				Comments																																													
Design Point		Length	Incremental		Total	Runoff	Incr.	Total	Inlet	Travel	Total	I5 YR	I100 YR	Q5 YR	Q100 YR	Desgin	Inlet	Inlet	Inc.	Q	Storm	No. of	Storm	Storm	Manning	Hydr	Hydraulic Grade		V1		V2		Loss		Head Loss		Design	Dwnstrm	Upstrm	TC / FG																																						
Upstrm Station	Dwnstrm Station	Between Points	Area No.	Area (Acres)	Area (Acres)	Coeff		Time	Time	Time	Intensity "I"	Intensity "I"	Runoff "Q"	Runoff "Q"	Storm	Bypass "Q"	Carryover "Q"	Delta "Q"	in Pipe "Q"	Pipe Diameter	SD Spans	Drain Width	Drain Heigh	n Value	Grade "S"	Line Elevation Dwnstrm	Line Elevation Upstrm	Flow (In) (f.p.s.)	Flow (Out) (f.p.s.)	V1^2 / 2g (feet)	V2^2 / 2g (feet)	Coeff (Kj)	KjV1^2 / 2g (feet)	"Hk" Elevation (feet)	HGL Elevation (feet)																																											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		17	17a	17b	18	19	19a	19b	19c	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34																																							
STORM DRAIN SD-A																																																																														
03+79.66	03+64.88	14.78	A2	0.63	0.63	0.90	0.57	0.57	10.00	-	10.00	5.75	9.24	3.26	5.24	100 yr	-	-	-	5.24	18	1				0.013	0.0100	653.75	653.75		5.95		0.55	1.25		0.69	654.43	652.55	652.70	657.87																																						
03+64.88	01+77.24	187.63		-	0.63	-	-	0.57	-	0.04	10.04	5.75	9.24	3.26	5.24	100 yr	-	-	-	5.24	18	1				0.013	0.0025	653.18	653.65	5.95	2.96	0.55	0.14	0.35	0.19	0.10	653.75	650.67	652.55	657.74																																						
01+77.24	00+73.30	103.94		-	0.63	-	-	0.57	-	1.06	11.10	5.75	9.24	3.26	5.24	100 yr	-	-	-	5.24	18	1				0.013	0.0025	652.82	653.08	2.96	2.96	0.14	0.14	0.35	0.05	0.10	653.18	649.63	650.67	658.26																																						
00+73.30	00+63.30	10.00		-	0.63	-	-	0.57	-	0.59	11.68	5.75	9.24	3.26	5.24	100 yr	-	-	-	5.24	18	1				0.013	0.0025	652.70	652.72	2.96	2.96	0.14	0.14	0.35	0.05	0.10	652.82	649.53	649.63	654.75																																						
00+63.30	00+00.00	63.30	A1	1.98	2.61	0.90	1.78	2.35	10.00	0.06	11.74	5.40	8.72	12.68	20.49	100 yr	-	-	-	20.49	24	1				0.013	0.0082	651.55	652.07	2.96	6.52	0.14	0.66	0.25	0.03	0.63	652.70	647.00	649.53	654.96	STARTING HGL TAKEN FROM CROSS SECTION 1608																																					
STORM DRAIN LINE SD-B																																																																														
05+61.34	05+30.74	30.80	B2	0.99	0.99	0.90	0.89	0.89	10.00	-	10.00	5.75	9.24	5.10	8.19	100 yr	-	-	-	8.19	18	1				0.013	0.0065	652.74	652.74		5.50		0.47	1.25		0.59	653.32	651.30	651.50	657.67																																						
05+30.74	03+86.59	144.15		-	0.99	-	-	0.89	-	0.09	10.09	5.75	9.24	5.10	8.19	100 yr	-	-	-	8.19	18	1				0.013	0.0065	652.54	652.54	5.50	5.50	0.47	0.47	0.43	0.20	0.20	652.74	650.36	651.30	658.20																																						
03+86.59	03+70.25	16.34		-	0.99	-	-	0.89	-	0.44	10.53	5.75	9.24	5.10	8.19	100 yr	-	-	-	8.19	18	1				0.013	0.0061	652.38	652.38	5.50	5.29	0.47	0.43	0.35	0.16	0.15	652.54	650.26	650.36	658.80																																						
03+70.25	00+55.31	314.94		-	0.99	-	-	0.89	-	0.05	10.58	5.75	9.24	5.10	8.19	100 yr	-	-	-	8.19	18	1				0.013	0.0061	650.35	652.27	5.29	4.63	0.43	0.33	0.35	0.15	0.12	652.38	648.21	650.26	659.11																																						
00+55.31	00+00.00	55.31	B1	1.68	2.67	0.90	1.51	2.40	10.00	1.13	11.72	5.40	8.73	12.96	20.94	100 yr	-	-	-	20.94	24	1				0.013	0.0086	649.27	649.74	4.63	6.67	0.33	0.69	0.25	0.08	0.61	650.35	646.00	648.21	653.10	STARTING HGL TAKEN FROM CROSS SECTION 1184																																					
STORM DRAIN LINE SD-A1																																																																														
01+29.44	01+17.77	11.67	A1	1.98	1.98	0.90	1.78	1.78	10.00	-	10.00	5.75	9.24	10.25	16.46	100 yr	-	-	-	16.46	24	1				0.013	0.0053	653.47	653.53		5.24		0.43	0.00		0.10	653.63	650.95	651.09	653.93																																						
01+17.77	00+00.00	117.77		-	1.98	-	-	1.78	-	0.04	10.04	5.75	9.24	10.25	16.46	100 yr	-	-	-	16.46	24	1				0.013	0.0053	652.70	653.32	5.24	5.24	0.43	0.43	0.35	0.15	0.15	653.47	649.53	650.95																																							
STORM DRAIN LINE SD-B1																																																																														
00+10.50	00+00.00	10.50	B1	1.68	1.68	0.90	1.51	1.51	10.00	-	10.00	5.75	9.24	8.69	13.97	100 yr	-	-	-	13.97	21	1				0.013	0.0200	650.36	650.36	0.00	9.84	0.00	1.50	1.25	0.00	1.88	652.24	648.21	648.42	653.88																																						

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

REV.

DATE

REMARKS

SPRUCE

HYDRAULIC CALCS

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

DRAWN: AEJ

CHECKED: RMZ

DATE

PROJECT #

SHEET

OCT 2023

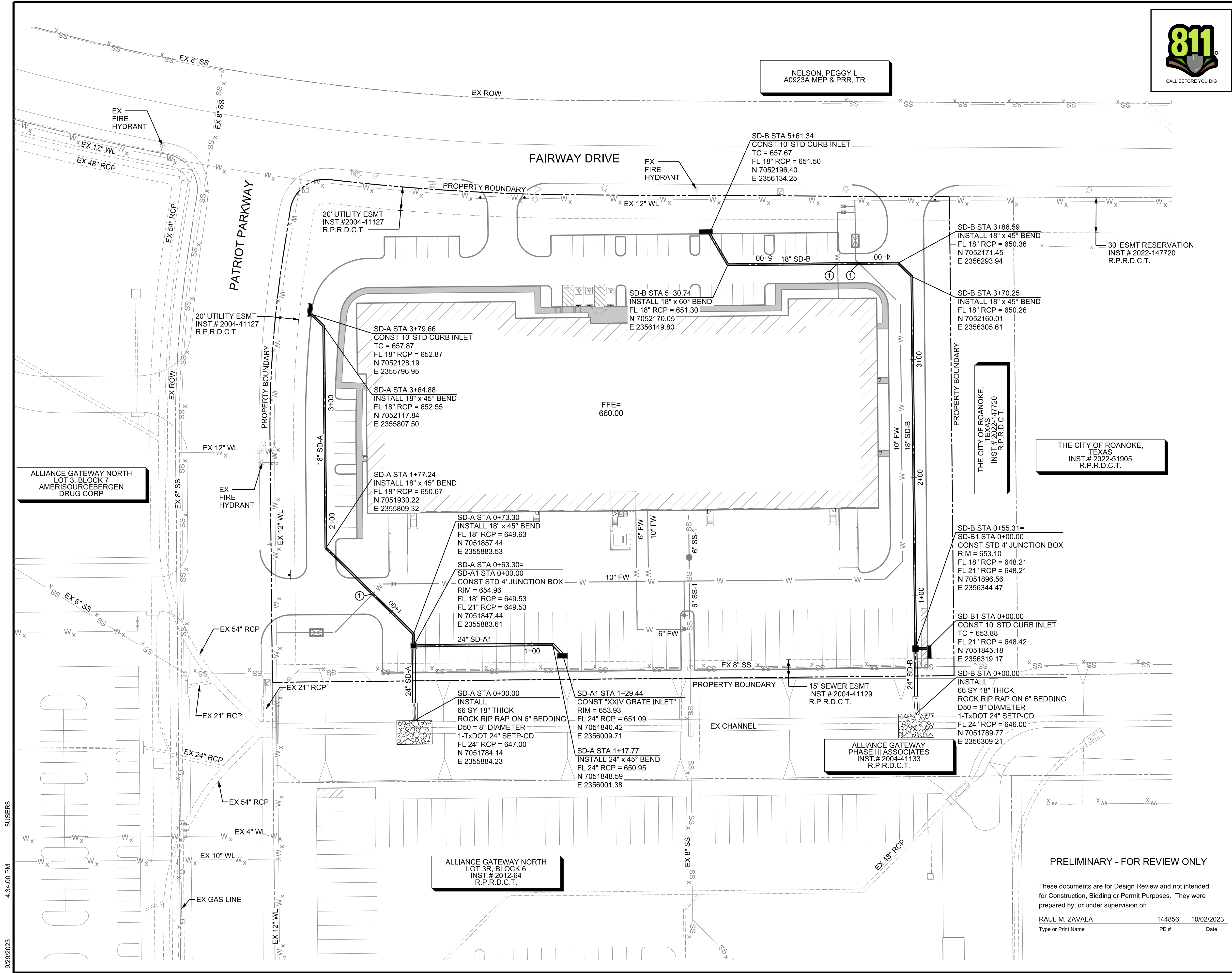
BLC23002

C403

9/29/2023 4:19:32 PM SUSERS\$

C:\JOBB\BLC23002_Project_Spruce3_Design35_CAD1_Construction Plans\C403-HYDRAULIC-CALCS.sht

Page 42 of 148



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

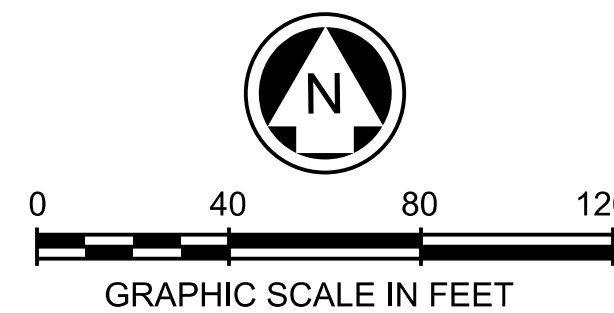
PROJECT BENCHMARKS

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

- RCP STORM PIPE
- EX RCP STORM PIPE
- STORM DRAIN CURB INLET
- GRATE INLET
- UTILITY CROSSING
- PROPOSED RIP RAP



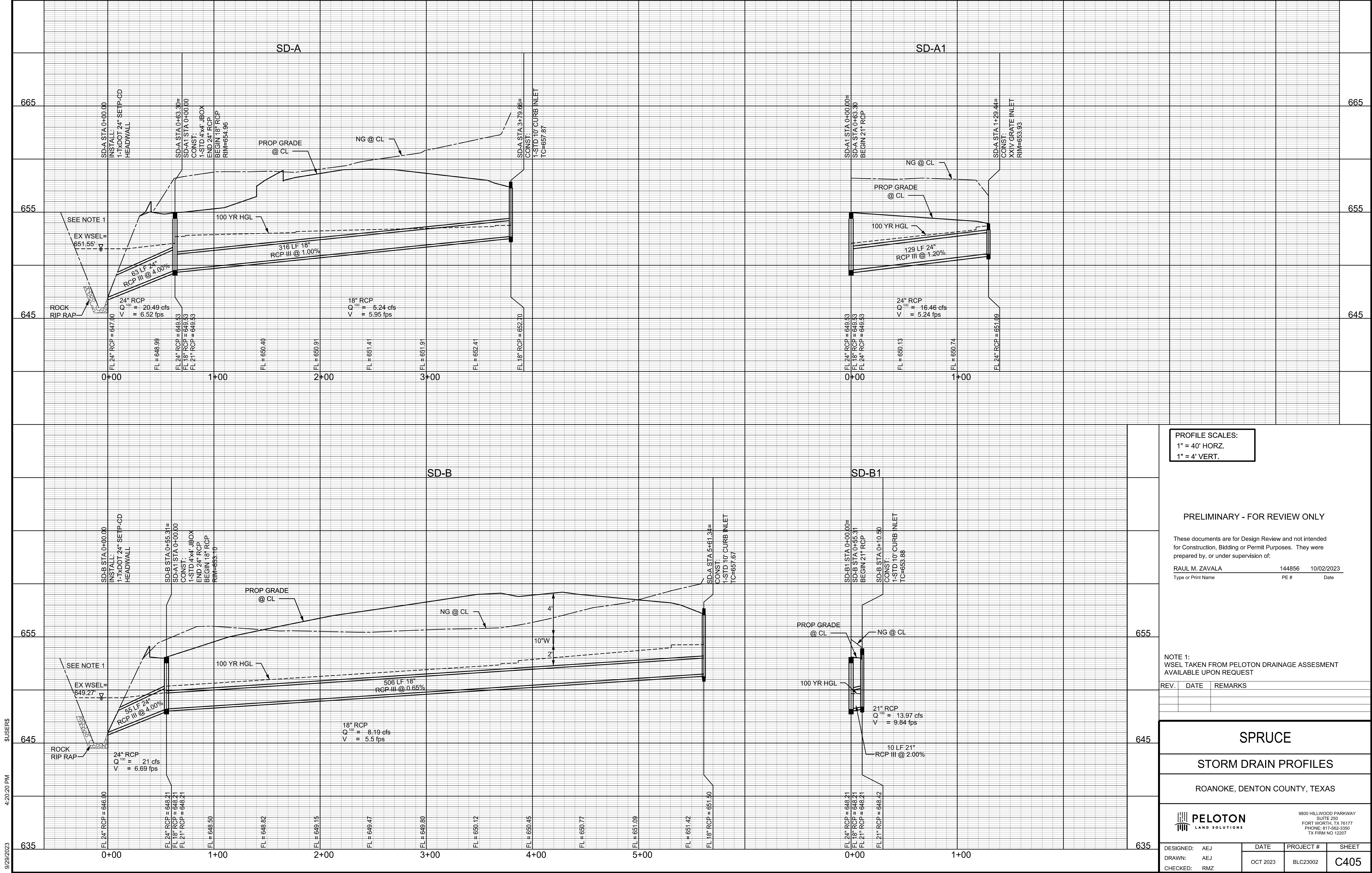
REV.	DATE	REMARKS
SPRUCE		
STORM PLAN		
ROANOKE, DENTON COUNTY, TEXAS		
PELTON LAND SOLUTIONS		
DESIGNED: AEJ DRAWN: AEJ CHECKED: RMZ		
DATE: OCT 2023		
PROJECT #: BLC23002		
SHEET: C404		

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

C:\JOB\BLC23002_Project_Spruce3_Design\35_Civil\351_CADD_Construction Plans\C404.BLC23002-C-STE-STORM.PLAN.dwg



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

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

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

REV.	DATE	REMARKS
------	------	---------

SPRUCE

STORM DRAIN PROFILES

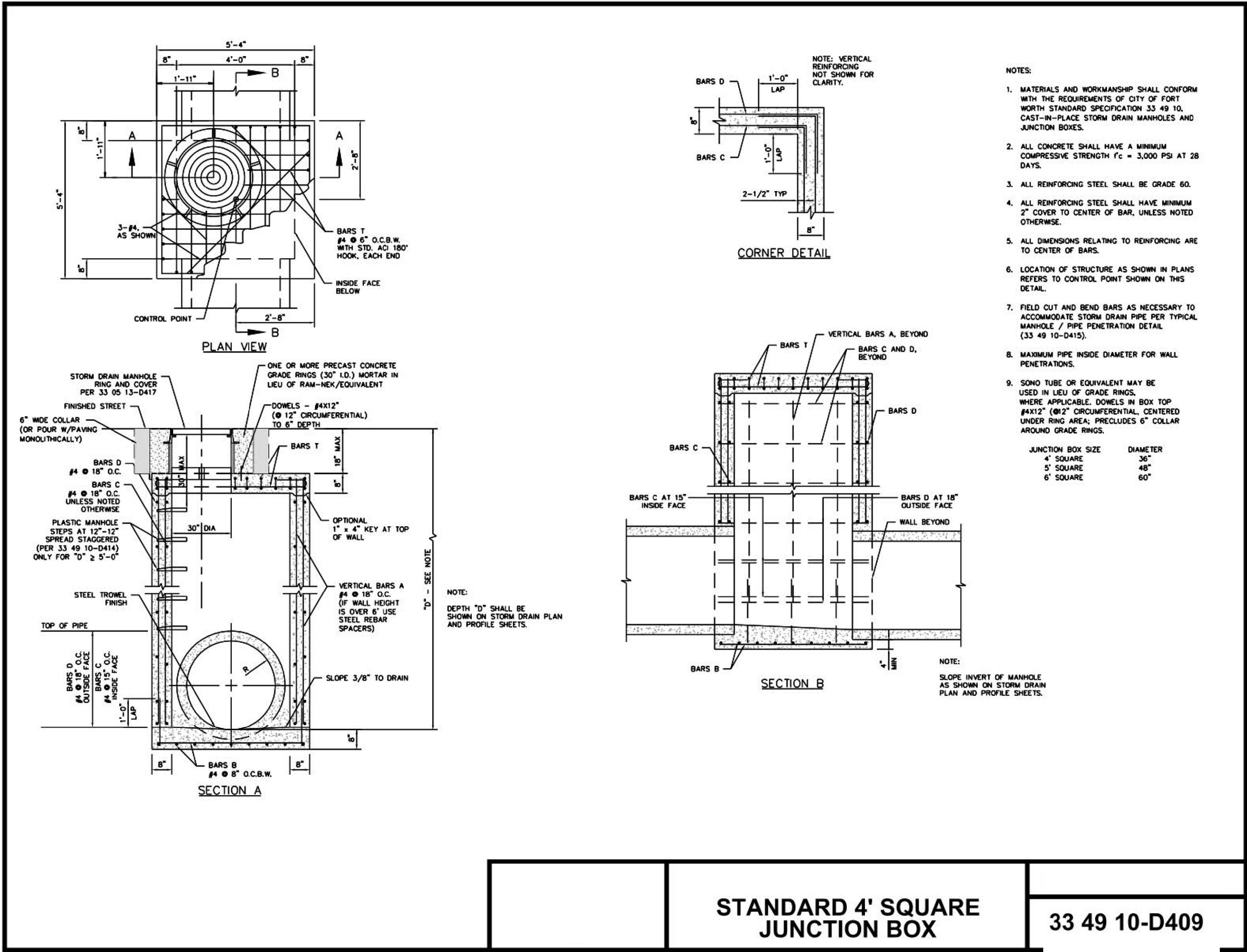
ROANOKE, DENTON COUNTY, TEXAS



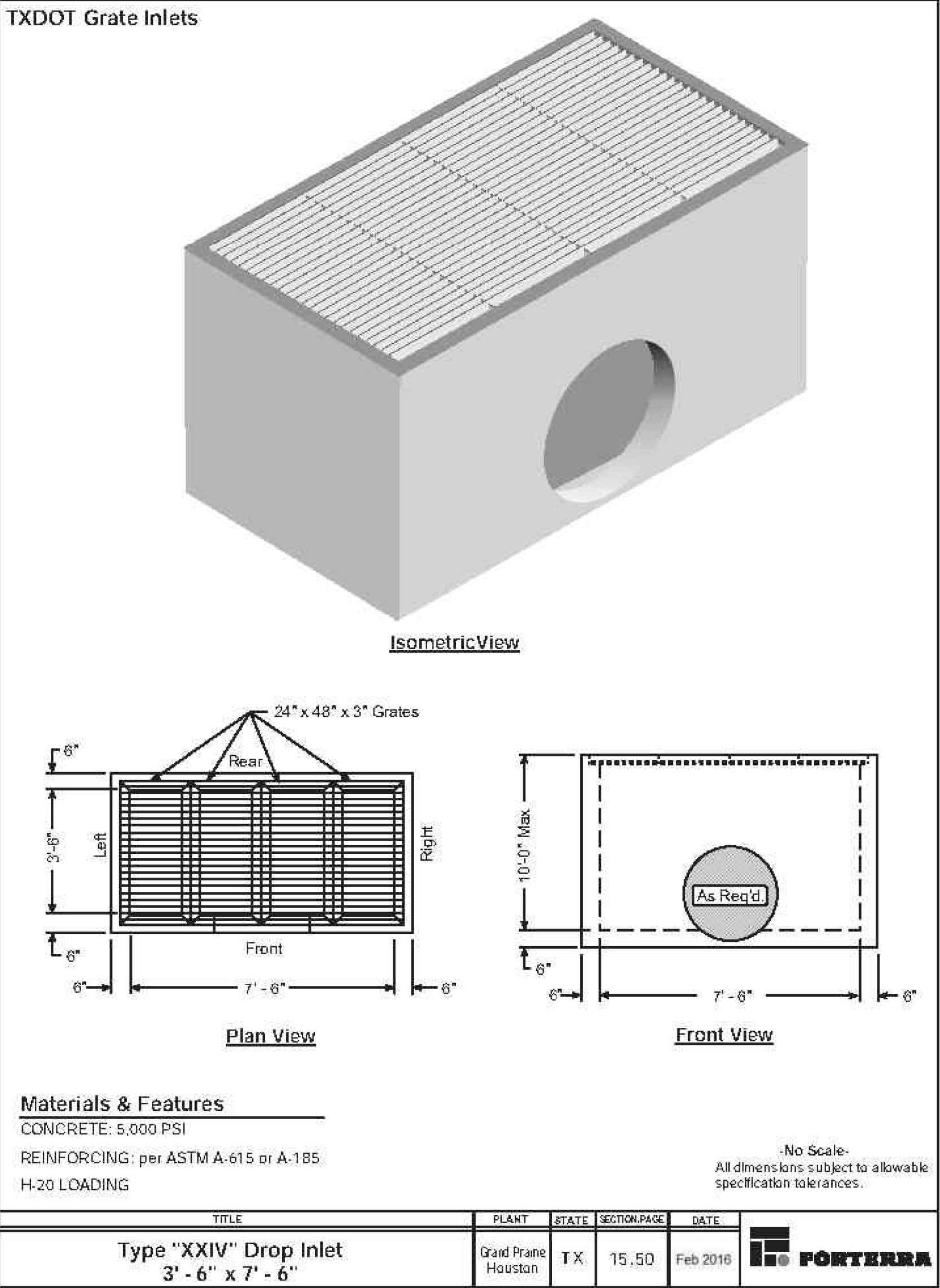
9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

DESIGNED: AEJ	DATE	PROJECT #	SHEET
DRAWN: AEJ	OCT 2023	BLC23002	C405
CHECKED: RMZ			

C:\JOB\BLC23002_P\Project_Spruce3_Design\35_CAD\Construction Plans\C405-BLC23002-C-SITE-STORMPROF.dwg



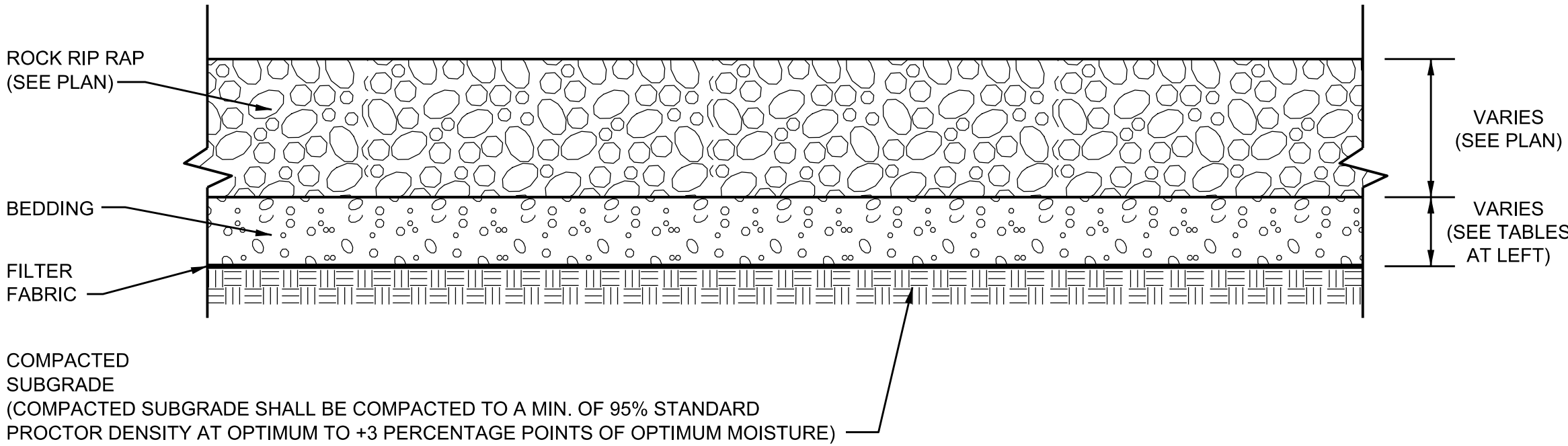
TXDOT Grate Inlets



RIPRAP GRADATIONS	
12" THICKNESS OF RIPRAP	
SIEVE SIZE	PERCENT PASSING
SQUARE MESH	
15 INCH	100
12 INCH	70-100
8 INCH	45-75
6 INCH	30-55
3 INCH	10-30
1-1/2 INCH	0-10

RIPRAP GRADATIONS	
18" THICKNESS OF RIPRAP	
SIEVE SIZE	PERCENT PASSING
SQUARE MESH	
21 INCH	100
18 INCH	65-100
12 INCH	35-65
8 INCH	15-40
6 INCH	5-25
4 INCH	0-15

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



ROCK RIPRAP TYPICAL SECTION

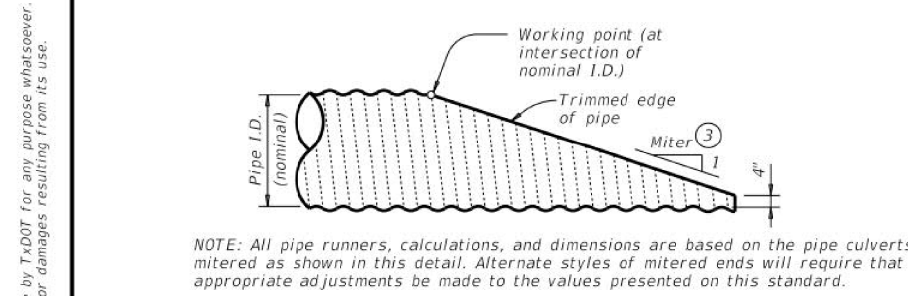
NOT TO SCALE

PRELIMINARY - FOR REVIEW ONLY

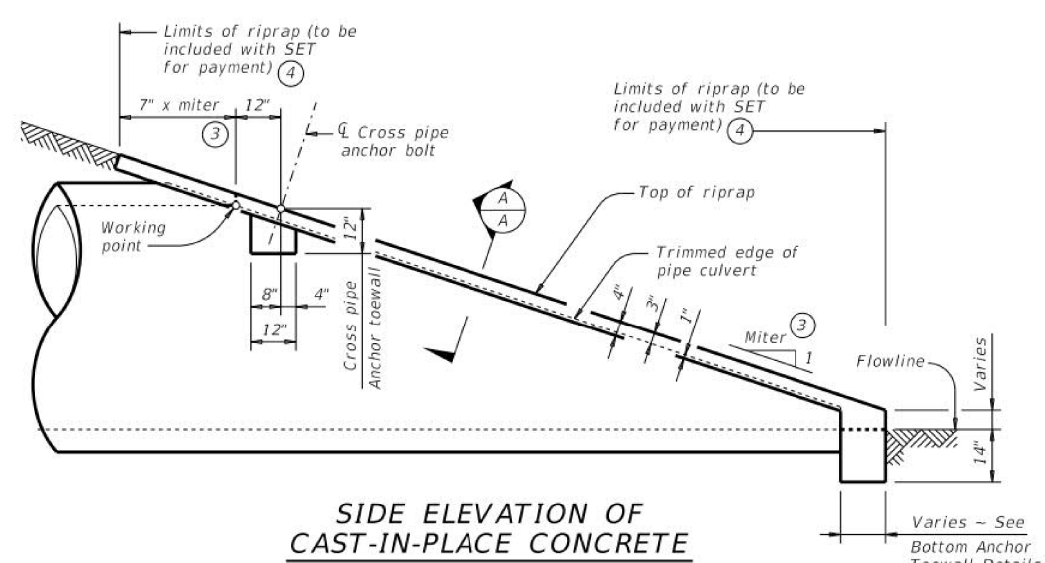
These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under supervision of:

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

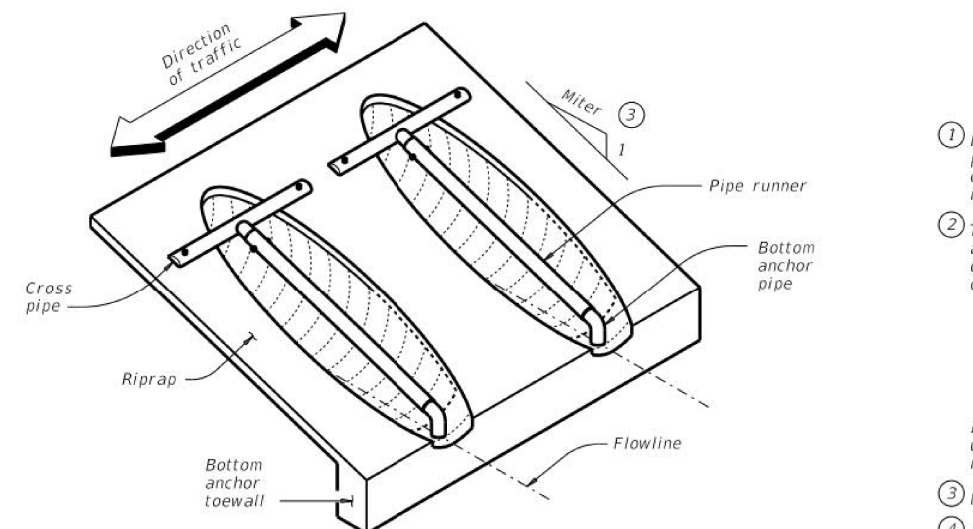
REV.	DATE	REMARKS
SPRUCE		
STORM DETAILS		
ROANOKE, DENTON COUNTY, TEXAS		
PELTON LAND SOLUTIONS		
9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO 12207		
DESIGNED: AEJ	DATE: OCT 2023	PROJECT #: BLC23002
DRAWN: AEJ		
CHECKED: RMZ		
		SHEET C407



SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER
(Showing corrugated metal pipe (CMP) culvert. Details of reinforced concrete pipe (RCP) culvert are similar.)



SIDE ELEVATION OF CAST-IN-PLACE CONCRETE
(Showing reinforced concrete pipe (RCP) culvert. Details of corrugated metal pipe (CMP) culvert are similar. Pipe runners not shown for clarity.)



ISOMETRIC VIEW OF TYPICAL INSTALLATION
(Showing installation with no skew.)

- Provide pipe runner of the size shown in the tables. Provide cross pipe of the same size as the pipe runner. Provide cross pipe stub out and bottom anchor pipe of the next smaller size pipe as shown in the Standard Pipe Sizes and Max Pipe Runner Lengths table.
- This standard allows for the placement of only one pipe runner across each culvert pipe opening. In order to limit the clear opening to be traversed by an errant vehicle, the following conditions must be met:
For 60" culvert pipes, the skew must not exceed 0".
For 54" culvert pipes, the skew must not exceed 15".
For 48" culvert pipes, the skew must not exceed 30".
For all culvert pipe sizes 42" and less, the skew must not exceed 45".
- If the above conditions cannot be met, the designer should consider using a safety end treatment with flared wings. For further information, refer to the TxDOT Roadway Design Manual.
- Miter = slope of mitered end of pipe culvert.
- Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap".
- Quantities shown are for one end of one reinforced concrete pipe (RCP) culvert. For multiple pipe culverts or for corrugated metal pipe (CMP) culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.

CROSS PIPE LENGTHS AND PIPE RUNNER LENGTHS

Nominal Culvert I.D.	Pipe Culvert Spa - G	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'-7"	3'-9"	N/A	N/A	N/A	5'-10"	N/A	N/A	N/A	8'-1"	N/A	N/A	N/A	12'-9"
27"	1'-8"	3'-8"	N/A	N/A	N/A	6'-5"	N/A	N/A	N/A	9'-2"	N/A	N/A	N/A	14'-11"
30"	1'-10"	3'-11"	N/A	N/A	N/A	6'-4"	N/A	N/A	N/A	8'-9"	N/A	N/A	N/A	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'-11"	7'-3"	8'-2"	10'-2"	9'-6"	9'-11"	11'-2"	13'-10"	14'-9"	15'-3"	17'-2"	21'-3"
42"	2'-4"	4'-11"	8'-6"	8'-10"	9'-11"	12'-4"	11'-7"	12'-0"	13'-6"	16'-8"	17'-9"	18'-5"	20'-8"	25'-7"
48"	2'-7"	5'-5"	10'-1"	10'-5"	11'-9"	14'-2"	13'-7"	14'-2"	15'-10"	N/A	20'-9"	21'-6"	24'-2"	N/A
54"	3'-0"	5'-11"	11'-8"	12'-1"	N/A	N/A	15'-8"	16'-3"	N/A	N/A	23'-10"	24'-8"	N/A	N/A
60"	3'-3"	6'-5"	13'-3"	N/A	N/A	N/A	17'-9"	N/A	N/A	N/A	26'-10"	N/A	N/A	N/A

TYPICAL PIPE CULVERT MITERS

Side Slope	0° Skew	15° Skew	30° Skew	45° Skew
3:1	3:1	3:108:1	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

CONDITIONS WHERE PIPE RUNNERS ARE NOT REQUIRED

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

STANDARD PIPE SIZES AND MAX PIPE RUNNER LENGTHS

Pipe Size	Pipe I.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"
5" STD	5.563"	5.047"	34'-2"

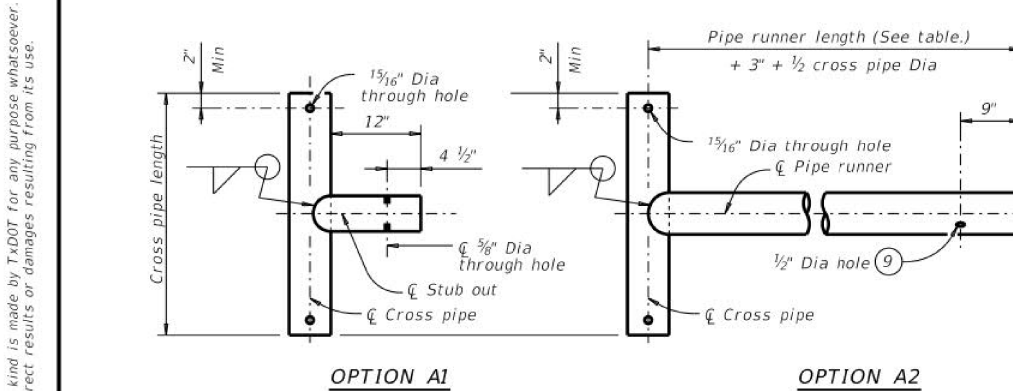
ESTIMATED CONCRETE RIPRAP QUANTITIES (CY)

Nominal Culvert 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	0.8	0.8	0.9
18"	0.5	0.5	0.6	0.6	0.6	0.7	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	0.9	1.0	1.0	1.0	1.1	1.3
27"	0.7	0.7	0.8	0.9	0.9	0.9	1.1	1.1	1.1	1.2	1.2	1.4
30"	0.8	0.8	0.8	0.9	0.9	1.0	1.2	1.2	1.2	1.3	1.3	1.6
33"	0.8	0.8	0.9	1.0	1.0	1.1	1.3	1.3	1.4	1.5	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	1.3	1.3	1.6	1.6	1.7	1.8	2.1	2.1
48"	1.1	1.1	1.2	N/A	1.4	1.4	1.5	N/A	1.9	1.9	2.1	N/A
54"	1.3	1.3	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

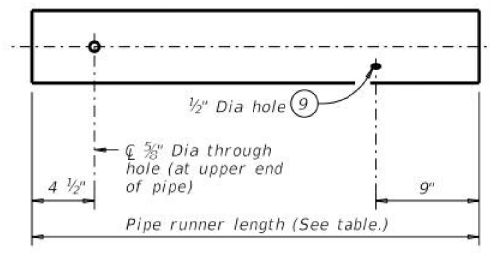
SHEET 1 OF 2

SAFETY END TREATMENT FOR 12" DIA TO 60" DIA PIPE CULVERTS TYPE II - CROSS DRAINAGE SETP-CD

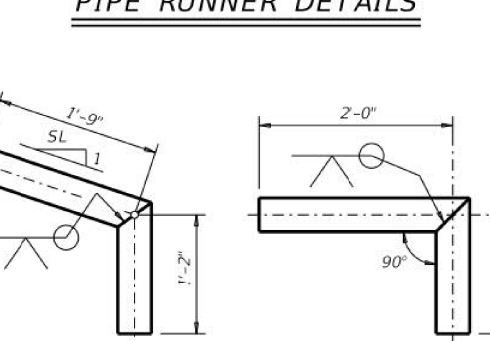
REV	DESCRIPTION	DATE	BY	CHK	APP	DATE
1	ISSUED FOR CONSTRUCTION	02/01/2023	AEJ	RMZ		



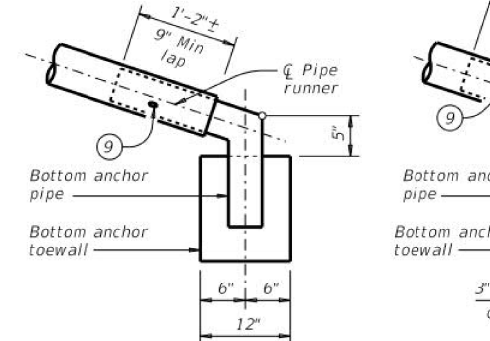
CROSS PIPE AND CONNECTIONS DETAILS



PIPE RUNNER DETAILS



BOTTOM ANCHOR PIPE DETAILS



BOTTOM ANCHOR TOEWALL DETAILS

SHOWING CROSS PIPE AND ANCHOR TOEWALL

SHOWING TYPICAL PIPE CULVERT AND RIPRAP

SECTION A-A

- Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap".
- Recommended values of side slope are 3:1, 4:1, and 6:1. All quantities, calculations, and dimensions shown herein are based on these recommended values. Slope of 3:1 or flatter is required for vehicle safety.
- Note that actual slope of pipe runner may vary slightly from side slope of riprap and trimmed culvert pipe edge.
- Ensure that riprap concrete does not flow into the cross pipe so as to permit disassembly of the bottom connection to allow cleanout access.
- After installation, inspect the 1/2" hole to ensure that the lap of the pipe runner with the bottom anchor pipe is adequate.
- At fabricator's option, a heat bend to a smooth 9" radius or a manufactured elbow (of the same material as the runner) may be substituted for the mitered and welded joint in the bottom anchor pipe.

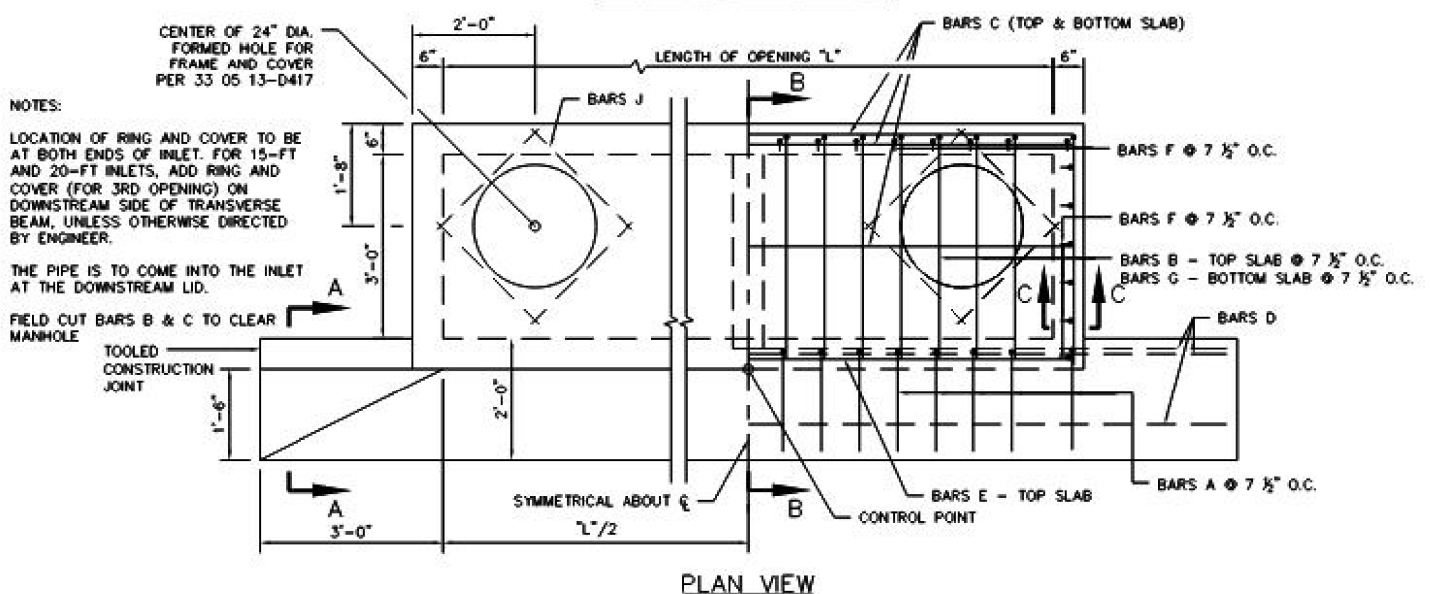
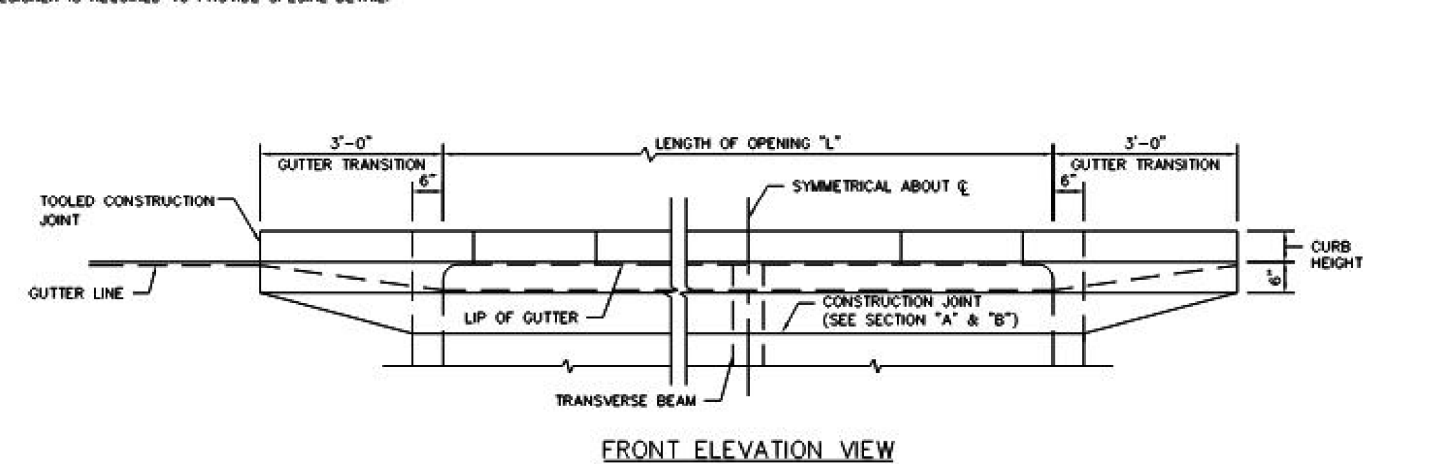
- MATERIAL NOTES:**
- Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.
 - Provide pipe runners, cross pipes, and anchor pipes conforming to the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API 5LX52.
 - Provide ASTM A307 bolts and nuts.
 - Repair galvanizing damaged during transport or construction in accordance with the specifications.
- GENERAL NOTES:**
- Pipe runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.
 - Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the pipe runners.
 - Payment for riprap and toewall is included in the price bid for each safety end treatment.
 - Construct concrete riprap and all necessary inverts in accordance with the requirements of Item 432, "Riprap".

SHEET 2 OF 2

SAFETY END TREATMENT FOR 12" DIA TO 60" DIA PIPE CULVERTS TYPE II - CROSS DRAINAGE SETP-CD

REV	DESCRIPTION	DATE	BY	CHK	APP	DATE
1	ISSUED FOR CONSTRUCTION	02/01/2023	AEJ	RMZ		

NOTES TO DESIGNER:
FOR INLET DEPTH "D" GREATER THAN 10'-0", DESIGNER IS REQUIRED TO PROVIDE SPECIAL DETAIL.
FOR INLET WIDTH "L" GREATER THAN 20'-0", DESIGNER IS REQUIRED TO PROVIDE SPECIAL DETAIL.



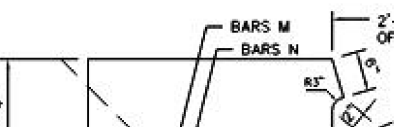
PLAN VIEW

INLET SIZE	# OF INLET OPENINGS
10"	2
15"	3
20"	3

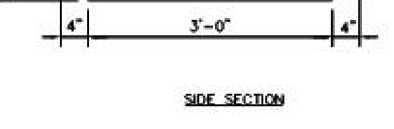
NUMBER OF INLET OPENINGS



TOP VIEW



SIDE SECTION

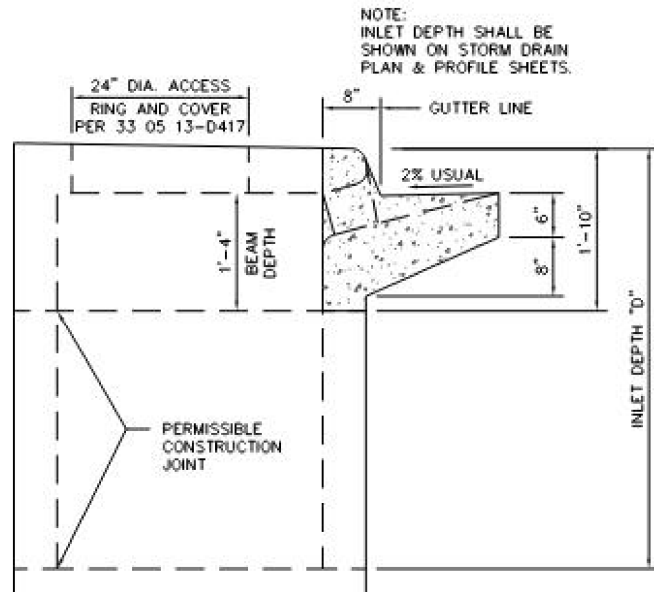


END SECTION

TRANSVERSE BEAM DETAIL (FOR 15" AND 20" INLETS)

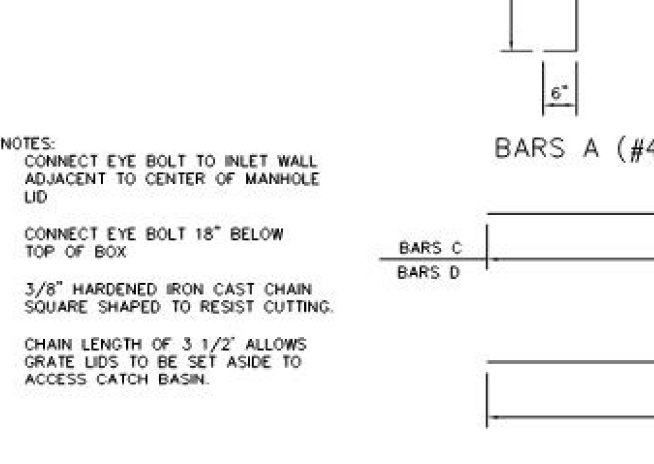
- NOTES:
- MATERIALS AND WORKMANSHIP SHALL CONFORM WITH THE REQUIREMENTS OF CITY OF FORT WORTH STANDARD SPECIFICATION 33.49.20, CURB AND DRIP INLETS.
 - ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH $f'_c = 5,000$ PSI AT 28 DAYS.
 - ALL REINFORCING STEEL SHALL BE GRADE 60.
 - CHAMFER ALL EXPOSED EDGES 1/4" EXCEPT WHERE OTHERWISE NOTED.
 - ALL REINFORCING STEEL SHALL HAVE MINIMUM 2" COVER TO CENTER OF BAR, UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS RELATING TO REINFORCING ARE TO CENTER OF BARS.
 - LOCATION OF STRUCTURE AS SHOWN IN PLANS REFERS TO CONTROL POINT AT THE FACE OF CURB AND MID-POINT OF THE INLET, AS SHOWN ON THIS DETAIL.
 - FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM DRAIN PIPE PER TYPICAL MANHOLE / PIPE PENETRATION DETAIL (33.49.10-D415).
 - A TOOLED CONSTRUCTION JOINT SHALL BE PLACED ALONG ALL VERTICAL FACES ABUTTING CONCRETE PAVEMENT.
 - STANDARD INLET DEPTH "D" FOR NEW CONSTRUCTION SHALL BE 4'-0" AT UPPER END, AND 4'-9" AT LOWER END. OTHER DEPTHS MAY BE USED BASED ON PROJECT SPECIFIC CONDITIONS. MINIMUM 25% FALL SHALL BE USED IN ALL CASES.
 - CONTRACTOR TO PLACE THE REVERSIBLE RING WITH FLANGE ON TOP.

STANDARD STORM DRAIN INLET (SHEET 1 OF 2)



SECTION A

- NOTE: INLET DEPTH SHALL BE SHOWN ON STORM DRAIN PLAN & PROFILE SHEETS.
- NOTE: DIMENSION SHOWN FOR 6" CURB - INCREASE LENGTH BY 1" FOR EACH ADDITIONAL 1" OF CURB HEIGHT.





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
PROPOSED GATE VALVE
PROPOSED FIRE HYDRANT ASSY
EXISTING WATER LINE
EXISTING GAS LINE
EXISTING ELECTRIC LINE
EXISTING SANITARY SEWER LINE
PROPOSED SANITARY SEWER LINE
UTILITY CROSSING

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.



A horizontal graphic scale bar with tick marks at 0, 40, 80, and 120 feet. The text "GRAPHIC SCALE IN FEET" is centered below the bar.

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			

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



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

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

REV.	DATE	REMARKS

SPRUCE

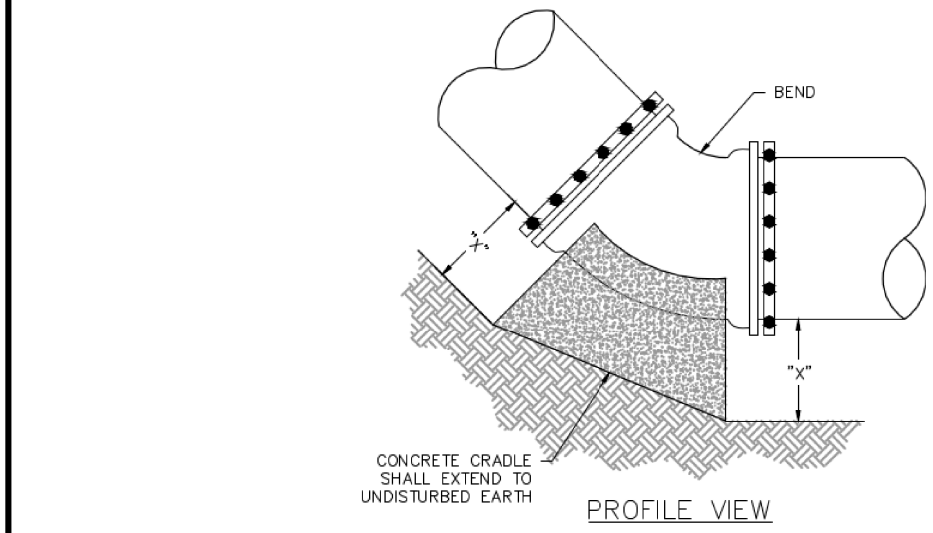
SANITARY SEWER PROFILES

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	C502
CHECKED: RMZ			

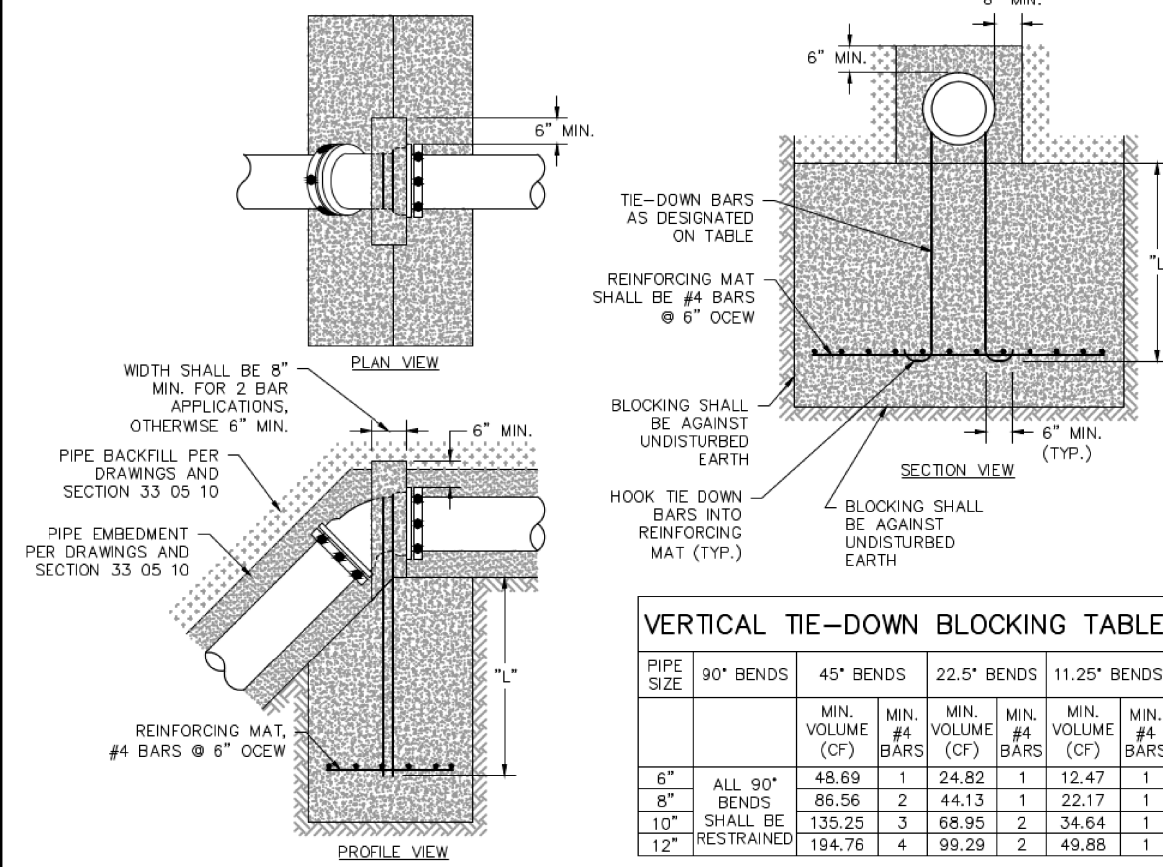


CONCRETE CRADLE TABLE					
PIPE SIZE	"X" DIM.**	90° BENDS MIN. AREA (SF)	45° BENDS MIN. AREA (SF)	22.5° BENDS MIN. AREA (SF)	11.25° BENDS MIN. AREA (SF)
6"	1'-5"	4.50	4.00*	4.00*	4.00*
8"	1'-6"	8.00	4.33	4.00*	4.00*
10"	1'-6"	12.50	6.76	4.00*	4.00*
12"	1'-6"	17.50	8.74	4.96	4.00*
16"	2'-0"	31.99	17.31	8.83	4.43
20"	2'-0"	49.98	27.05	13.79	6.93
24"	2'-0"	71.87	38.95	19.86	9.98

*MINIMUM THRUST BLOCKING SURFACE AREA SHALL BE 4 SQUARE FEET.
**DIMENSION "X" TO BE A MINIMUM OF ONE FOOT AND SIX INCHES, BUT IS TO BE INCREASED WHERE NECESSARY TO PROVIDE BEARING AGAINST UNDISTURBED TRENCH BOTTOM.

- NOTES:
1. THRUST BLOCKING AREAS SHOWN ARE BASED ON:
 - 1.1. 225 PSI TEST PRESSURE.
 - 1.2. 3,000 PSF HORIZONTAL OR LATERAL BEARING PRESSURE FOR ACCEPTABLE SOILS
 - 1.3. MINIMUM COVER OF 42"
 - 1.4. A SAFETY FACTOR OF 1.5.
 2. THE ENGINEER SHALL PROVIDE A SEPARATE BLOCKING TABLE WHEN THE CONDITIONS DO NOT MEET THE ABOVE ASSUMPTIONS.
 3. THE CONTRACTOR IS REQUIRED TO PROVIDE THRUST RESTRAINT BY MEANS OF THRUST BLOCKING FOR ALL PIPES. THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID.
 4. ALL MJ FITTINGS SHALL BE ADDITIONALLY RESTRAINED WITH RETAINER GLANDS.
 5. CRADLES FOR WATER LINES LARGER THAN 24" SHALL BE DESIGNED FOR THE SPECIFIC LOCATION AND SHOWN ON THE DRAWINGS.
 6. ALL DUCTILE IRON FITTINGS SHALL BE WRAPPED IN POLYETHYLENE ENCASEMENT PRIOR TO PLACING OF BLOCKING.
 7. CONCRETE MATERIAL SHALL CONFORM TO SECTION 03 30 00.

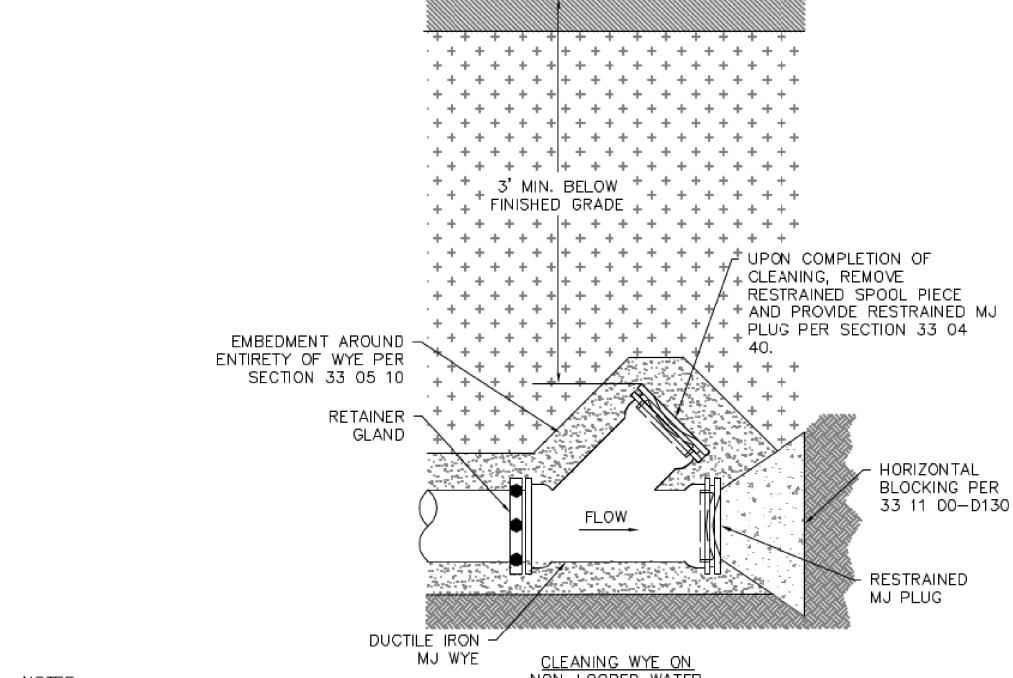
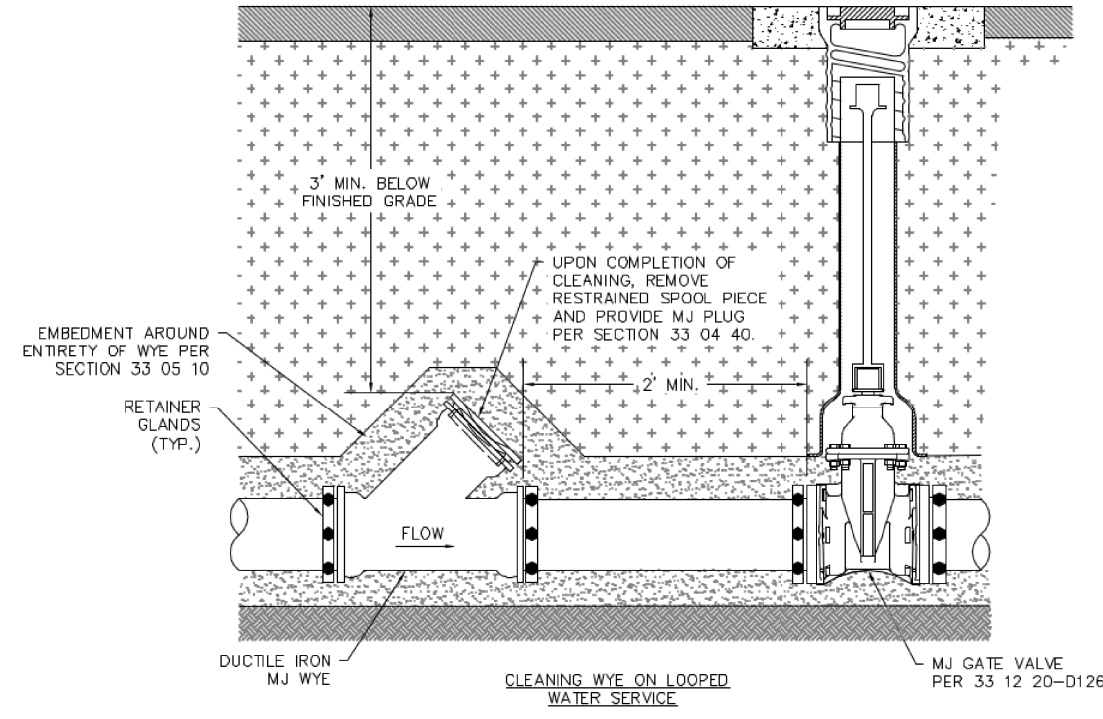
CONCRETE CRADLE



VERTICAL TIE-DOWN BLOCKING TABLE							
PIPE SIZE	90° BENDS	45° BENDS	22.5° BENDS	11.25° BENDS	MIN. VOLUME (CY)	MIN. #4 BARS	MIN. VOLUME (CY)
6"	ALL 90° BENDS	48.69	1	24.82	1	12.47	1
8"	ALL 90° BENDS	86.56	2	44.13	1	22.17	1
10"	SHALL BE RESTRAINED	135.25	3	68.95	2	34.64	1
12"	SHALL BE RESTRAINED	144.76	4	99.29	2	49.68	1

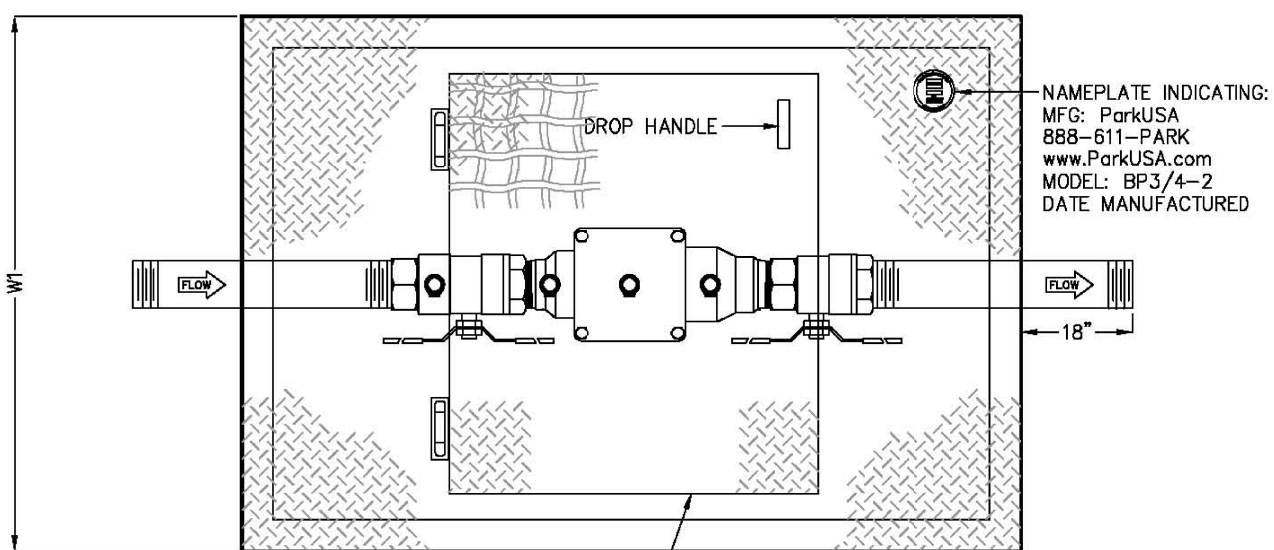
- NOTES:
1. VERTICAL TIE-DOWN BLOCKING VOLUMES SHOWN ARE BASED ON:
 - 1.1. 225 PSI TEST PRESSURE.
 - 1.2. 150 PSF CONCRETE DENSITY
 - 1.3. A SAFETY FACTOR OF 1.5.
 2. BAR QUANTITIES ARE BASED ON:
 - 2.1. 30 KSI #4 STEEL REINFORCEMENT BAR
 - 2.2. A FACTOR OF SAFETY OF 1.5
 - 2.3. "1" SHALL BE A MINIMUM OF 18"
 3. THE ENGINEER SHALL PROVIDE A SEPARATE VERTICAL TIE-DOWN BLOCKING TABLE WHEN THE CONDITIONS DO NOT MEET THE ABOVE ASSUMPTIONS.
 4. THE CONTRACTOR IS REQUIRED TO PROVIDE THRUST RESTRAINT BY MEANS OF VERTICAL TIE-DOWN BLOCKING FOR ALL PIPES. THIS ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS BID.
 5. ALL MJ FITTINGS SHALL BE ADDITIONALLY RESTRAINED WITH RETAINER GLANDS.
 6. WIDTHS, LENGTHS AND DEPTHS MAY VARY BUT SATISFACTION OF ABOVE MINIMUM VOLUMES MUST BE DEMONSTRATED.
 7. KEEP CONCRETE CLEAR OF PIPE JOINTS AND BOLTS.
 8. VERTICAL TIE-DOWN BLOCKING FOR LINES 16" AND LARGER SHALL BE DESIGNED FOR THE SPECIFIC LOCATION AND SHOWN ON THE DRAWINGS.
 9. ALL DUCTILE IRON FITTINGS SHALL BE WRAPPED IN POLYETHYLENE ENCASEMENT PRIOR TO PLACING OF BLOCKING.
 10. CONCRETE MATERIAL SHALL CONFORM TO SECTION 03 30 00.

VERTICAL TIE-DOWN BLOCKING

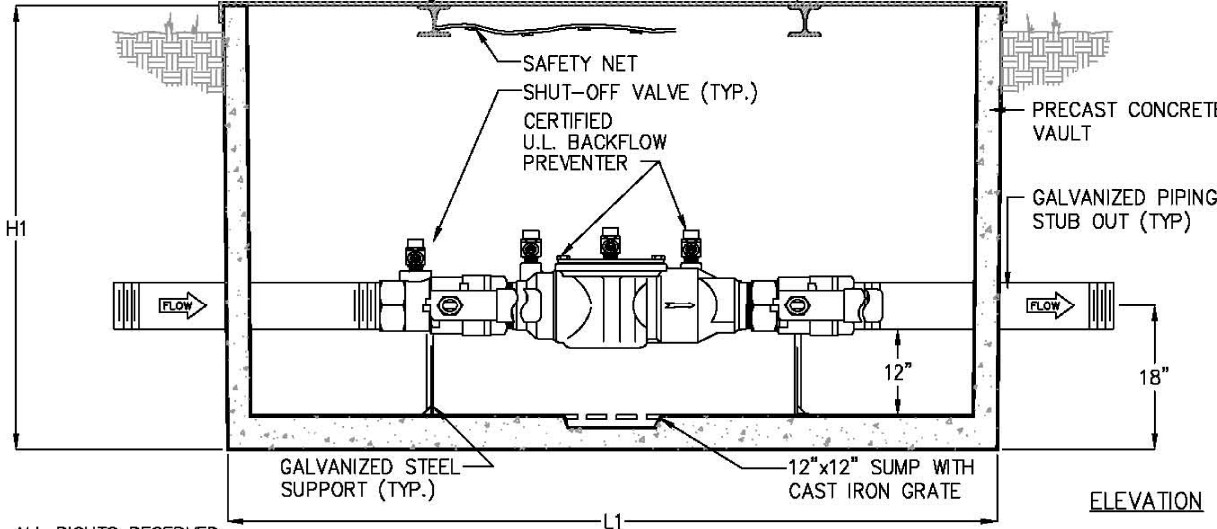


- NOTES:
1. WYES SHALL ONLY BE LOCATED WHERE INDICATED ON THE DRAWINGS.
 2. ALL WATER PIPING 12" AND SMALLER SHALL BE DUCTILE IRON OR PVC.

STANDARD CLEANING WYE FOR WATER DISTRIBUTION PIPE (12" AND SMALLER)



MODEL	SIZE	L1	W1	H1	WEIGHT
BP-034	3/4"	4'-0"	3'-0"	4'-0"	2,300
BP-100	1"	4'-0"	3'-0"	4'-0"	2,350
BP-125	1-1/4"	4'-0"	3'-0"	4'-0"	2,400
BP-150	1-1/2"	4'-0"	3'-0"	4'-0"	2,450
BP-200	2"	4'-0"	3'-0"	4'-0"	2,500



© ParkUSA. ALL RIGHTS RESERVED.

Specifications

CONCRETE: Class I/II concrete with design strength of 4500 PSI at 28 days. Unit is of monolithic construction at floor and first stage of wall with sectional riser to required depth.

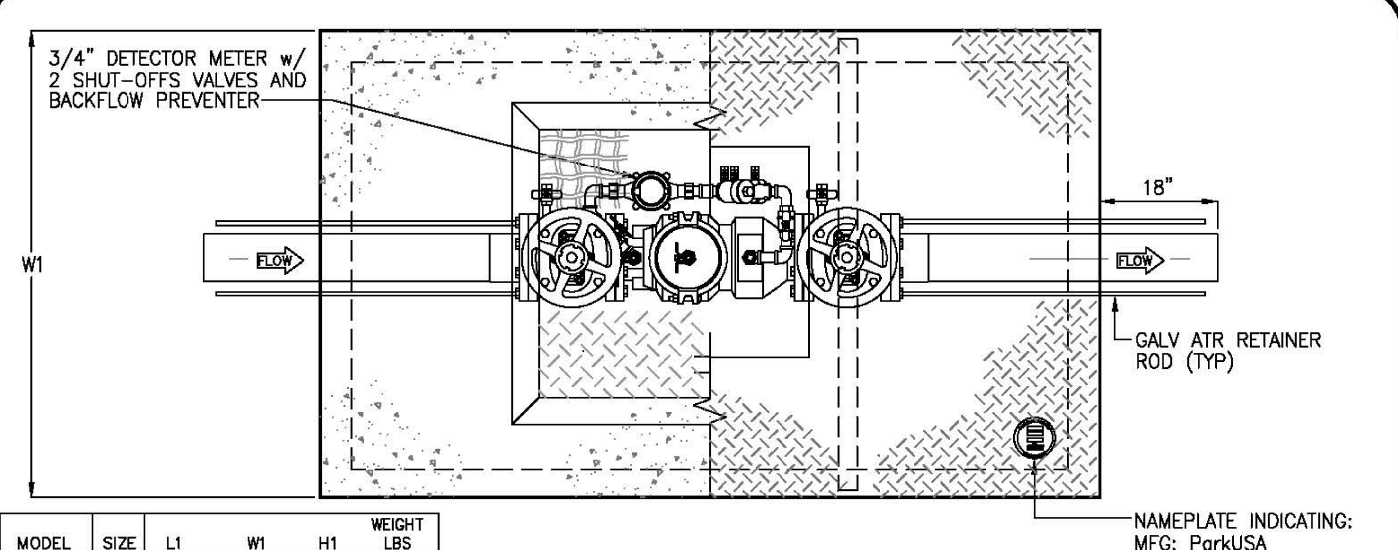
REINFORCEMENT: Grade 60 reinforced. Steel rebar conforming to ASTM A615 on required centers or equal.

ACCESS COVER: 1/4" skid-resistant aluminum floor plate welded to 3" angle frame with (2) 3"x2-3/8" I-beam supports. Hatch to be furnished with 316 stainless steel bolts and hinges.

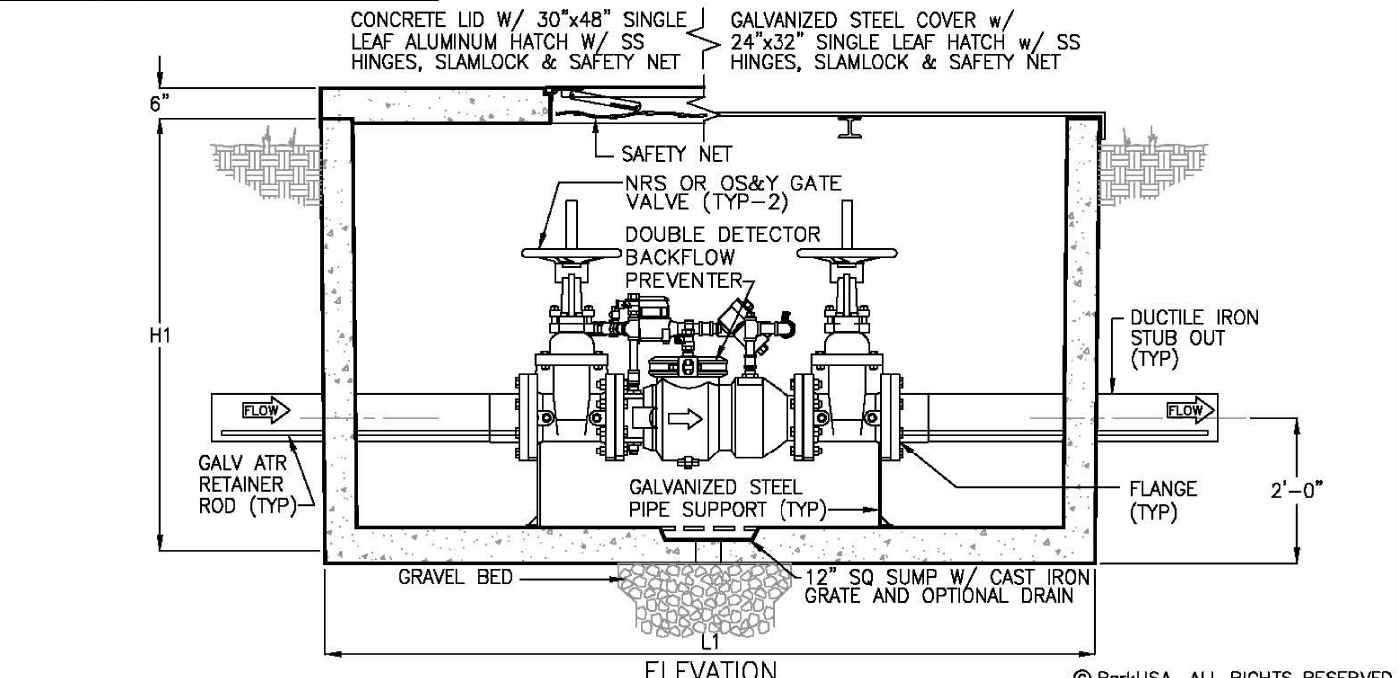
Engineering Data
The backflow assembly shall be factory assembled in vault & hydrostatically tested prior to delivery. Field excavation & preparation shall be complete prior to delivery. Pipe, valves and fittings of the assembly shall be approved by one or more of the following associations:



PROJECT:	CUSTOMER:	ENGINEER:	ORDER #:	PROJ #:	DATE:
PARK USA DESIGN FOR WATER					
DOUBLE CHECK BACKFLOW PREVENTER ASSEMBLY MODEL BP - 3/4" THRU 2"					
PM	DRN	CHK	DWG. NO.	REV.	
DATE	2018		BP3/4-2	B	



MODEL	SIZE	L1	W1	H1	WEIGHT
DDBP-03	3"	6'-0"	3'-6"	4'-0"	3,500
DDBP-04	4"	6'-0"	3'-6"	4'-0"	3,500
DDBP-06	6"	7'-10"	4'-4"	5'-6"	9,000
DDBP-08	8"	8'-8"	5'-0"	5'-6"	15,000
DDBP-10	10"	9'-0"	6'-0"	5'-6"	18,000
DDBP-12	12"	9'-0"	6'-0"	7'-0"	18,000



© ParkUSA. ALL RIGHTS RESERVED.

Specifications

CONCRETE: Class I/II concrete with design strength of 4500 PSI at 28 days. Unit is of monolithic construction at floor and first stage of wall with sectional riser to required depth.

REINFORCEMENT: Grade 60 reinforced. Steel rebar conforming to ASTM A615 on required centers or equal.

ACCESS COVER: 1/4" steel skid-resistant floor plate welded to 3" angle frame with (2) 3"x2-3/8" I-beam supports. Hatch to be furnished with 316 stainless steel bolts and hinges.

Engineering Data
The backflow assembly shall be factory assembled in vault & hydrostatically tested prior to delivery. Field excavation & preparation shall be complete prior to delivery. Pipe, valves and fittings of the assembly shall be approved by one or more of the following associations:



PROJECT:	CUSTOMER:	ENGINEER:	ORDER #:	PROJ #:	DATE:
PARK USA DESIGN FOR WATER					
DOUBLE DETECTOR BACKFLOW PREVENTER ASSEMBLY MODEL DDBP - 3" THRU 10"					
PM	DRN	ENG	DWG. NO.	REV.	
DATE	2018		DDBP-AL-SL	A	

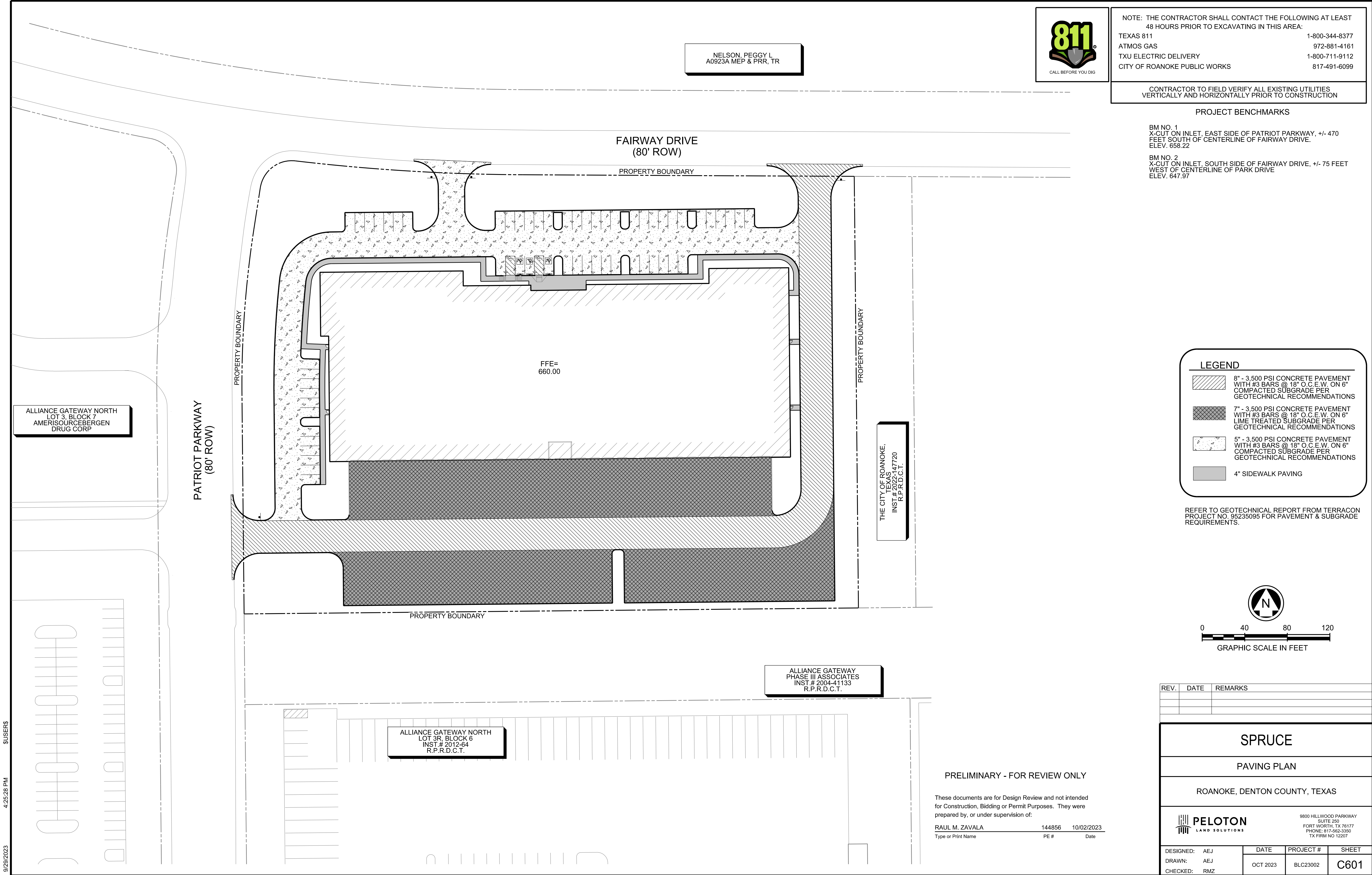
PRELIMINARY - FOR REVIEW ONLY

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

REV.	DATE	REMARKS

SPRUCE			
WATER 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: C504
DRAWN: AEJ			
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

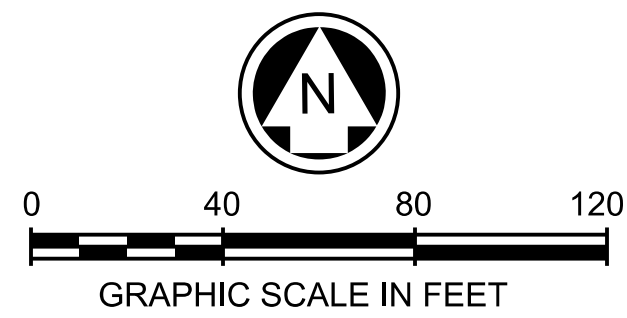
BM NO. 1
X-CUT ON INLET, EAST SIDE OF PATRIOT PARKWAY, +/- 470 FEET SOUTH OF CENTERLINE OF FAIRWAY DRIVE.
ELEV. 658.22

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

LEGEND

- 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.



REV.	DATE	REMARKS

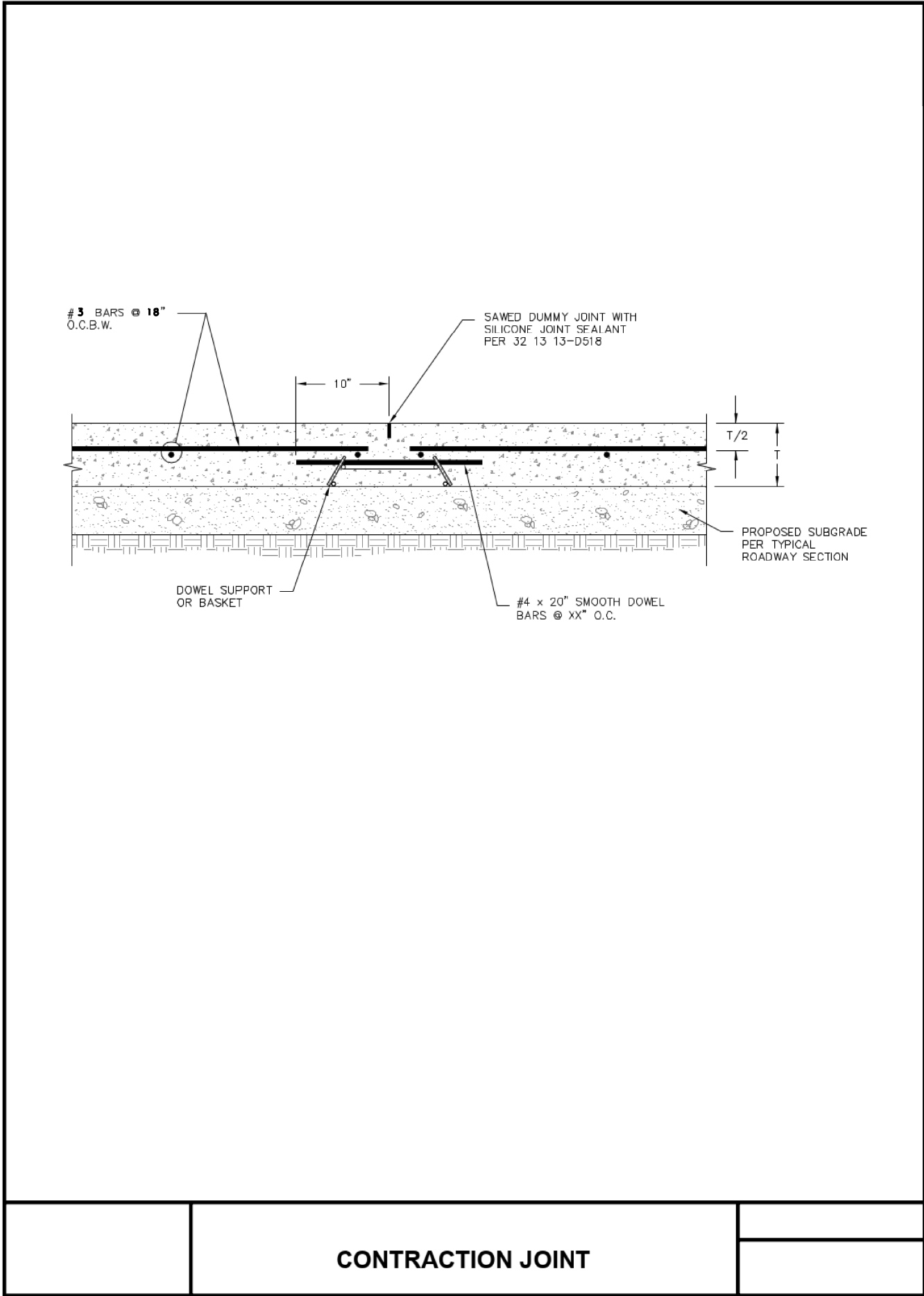
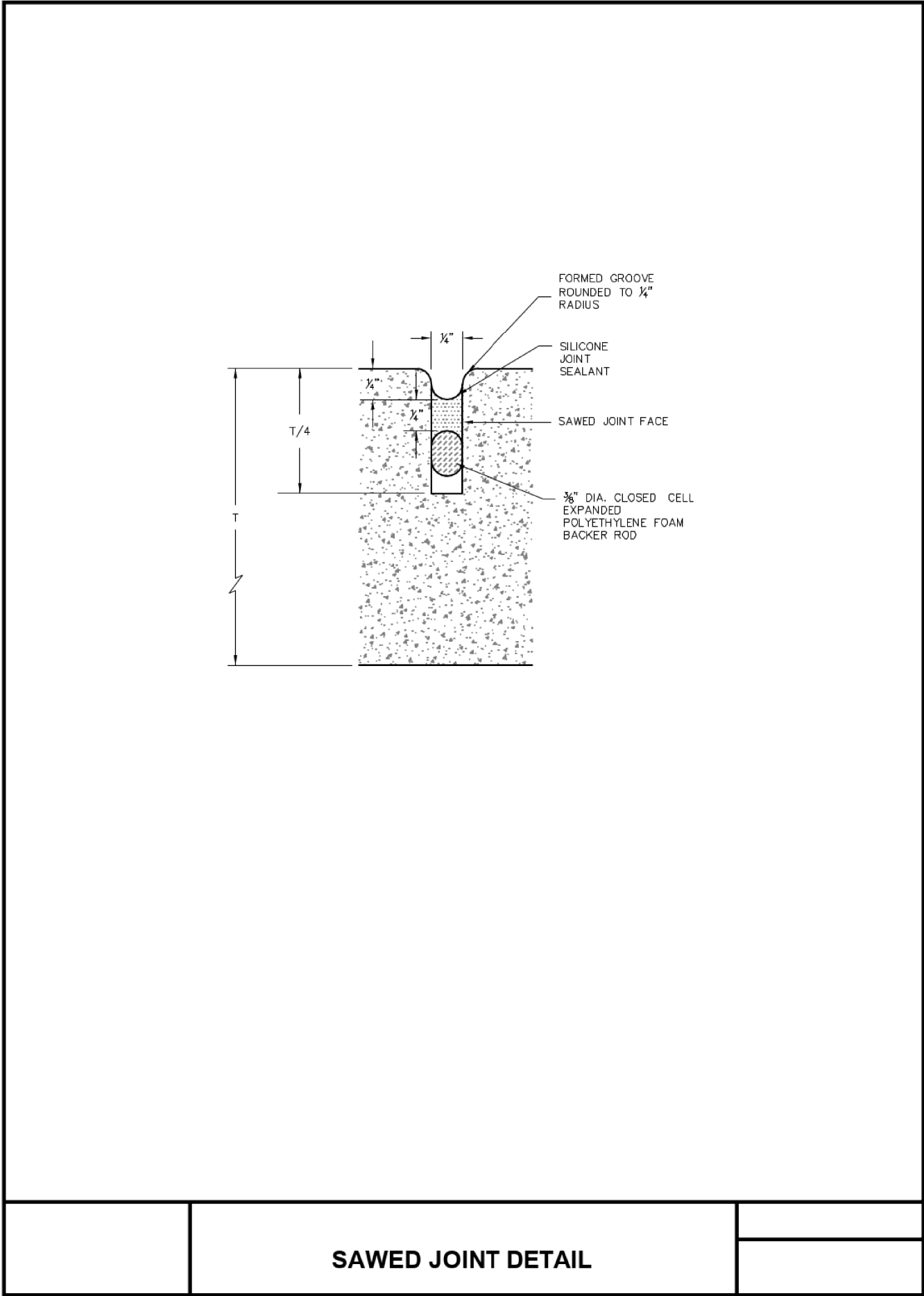
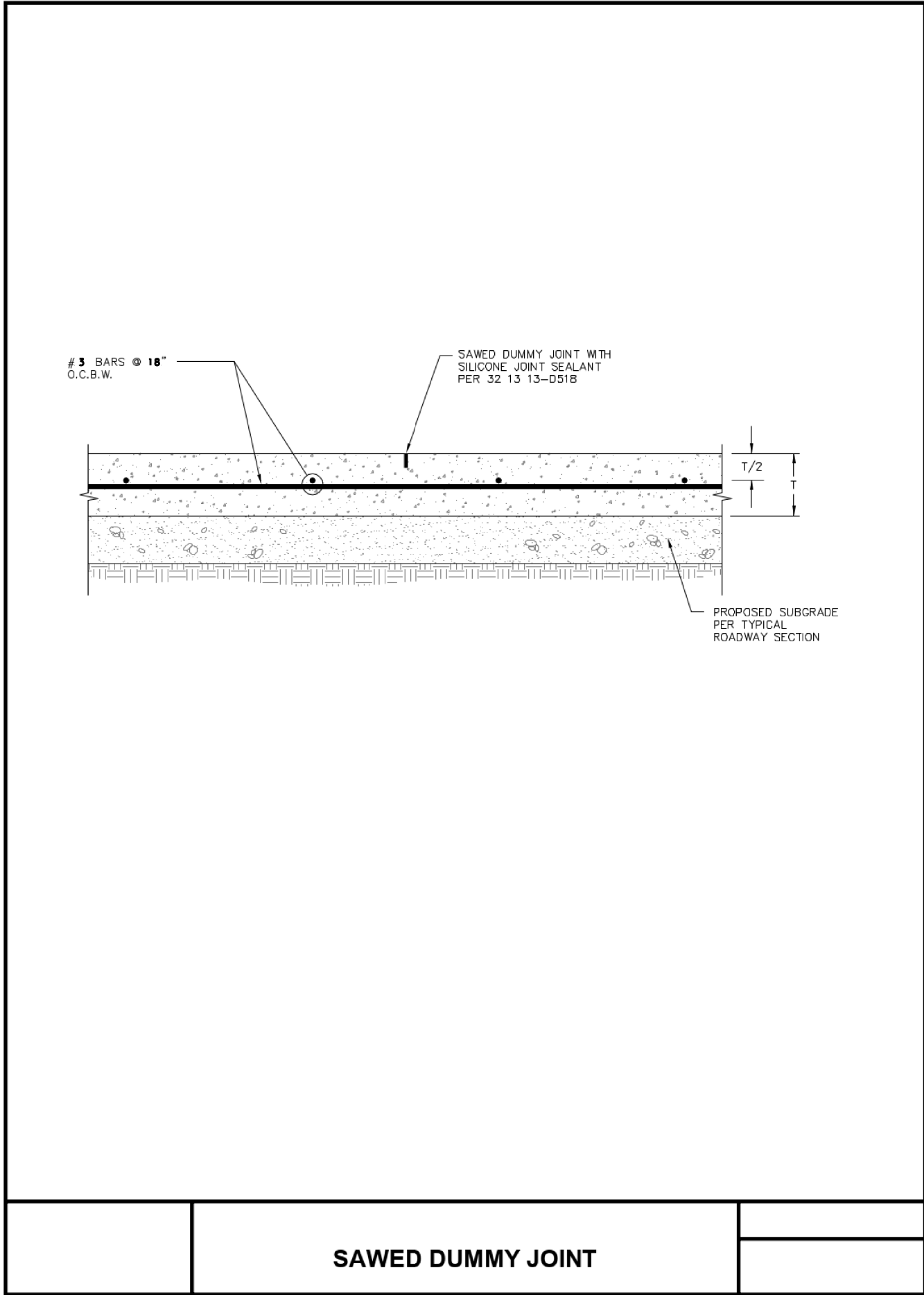
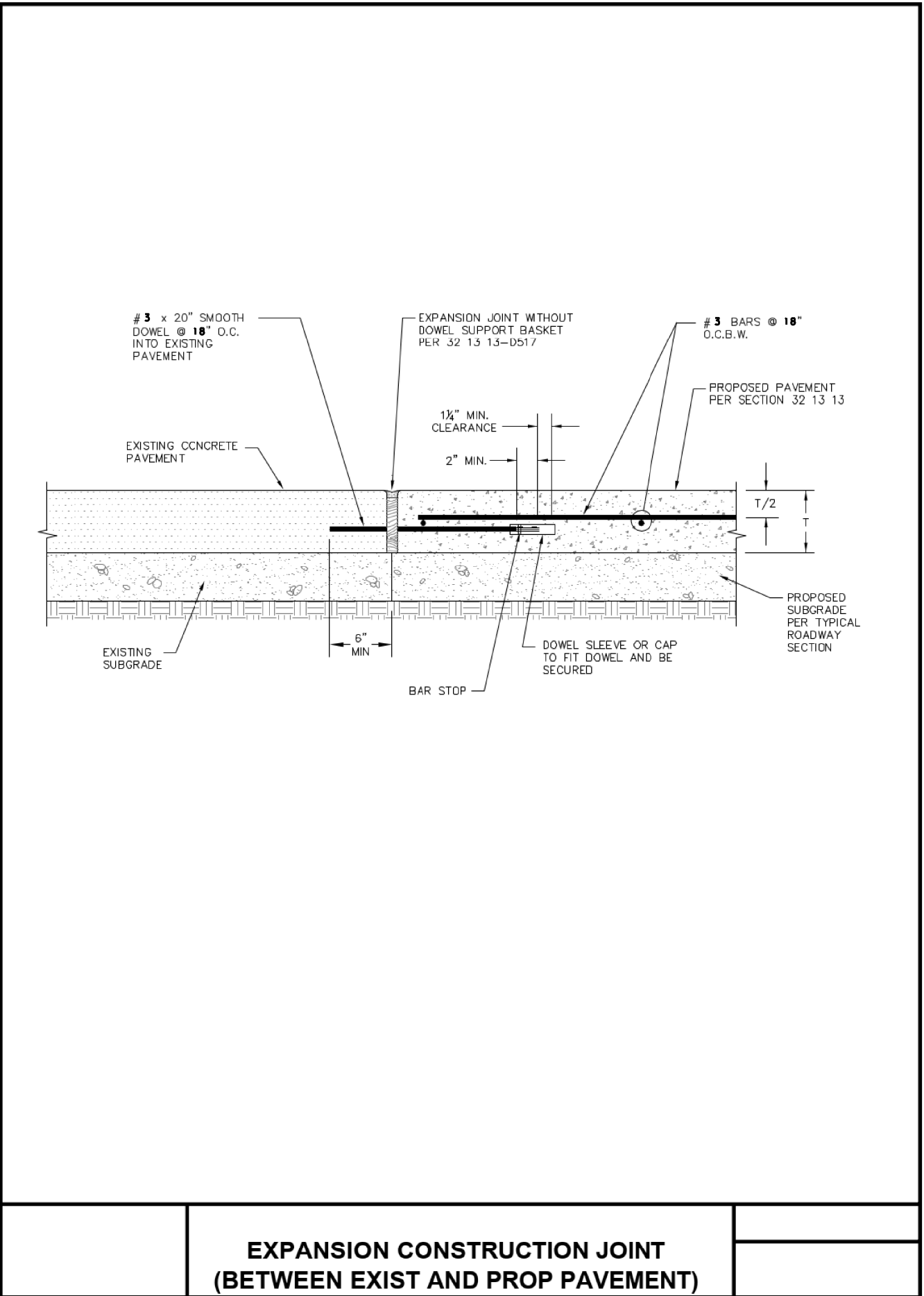
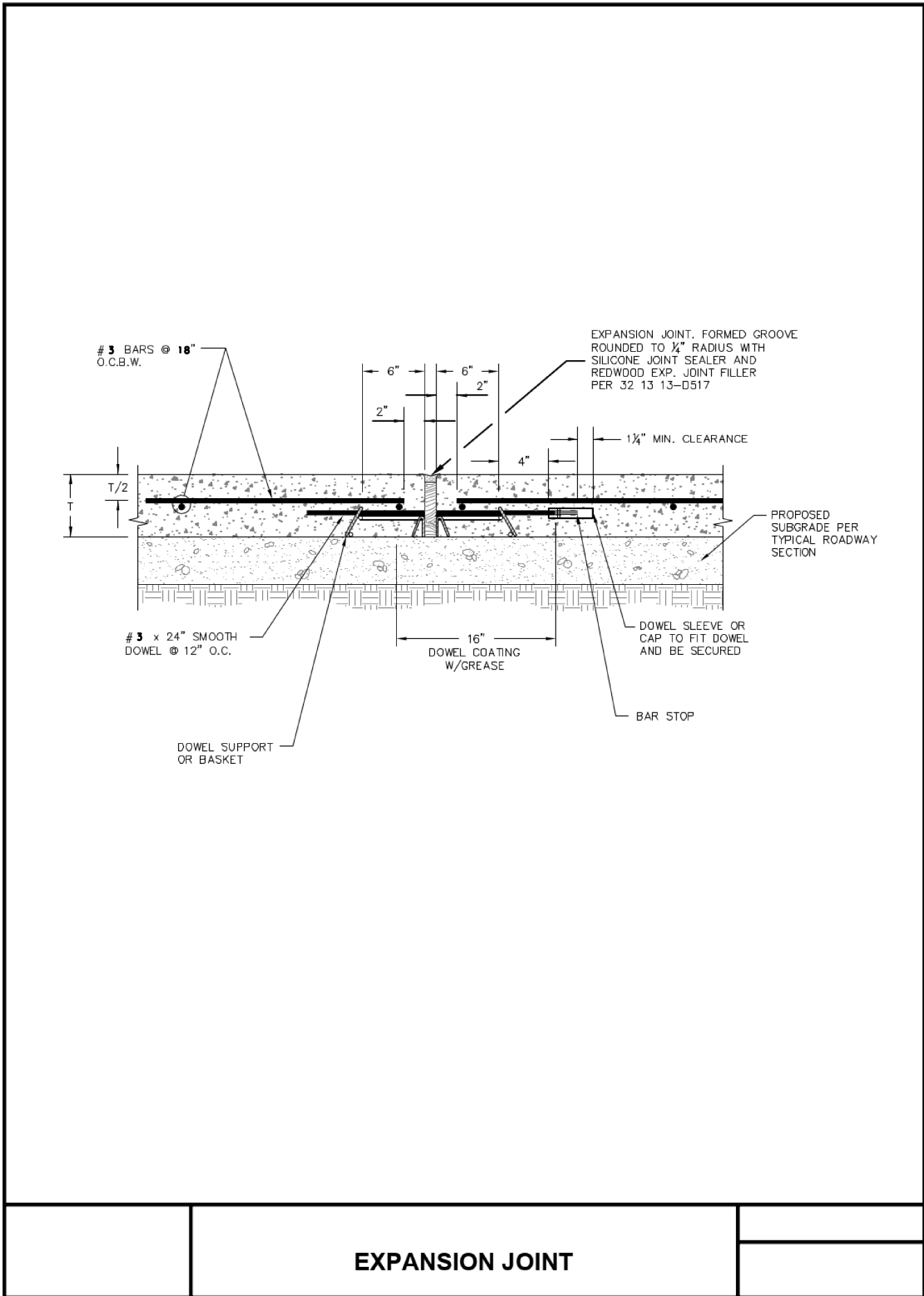
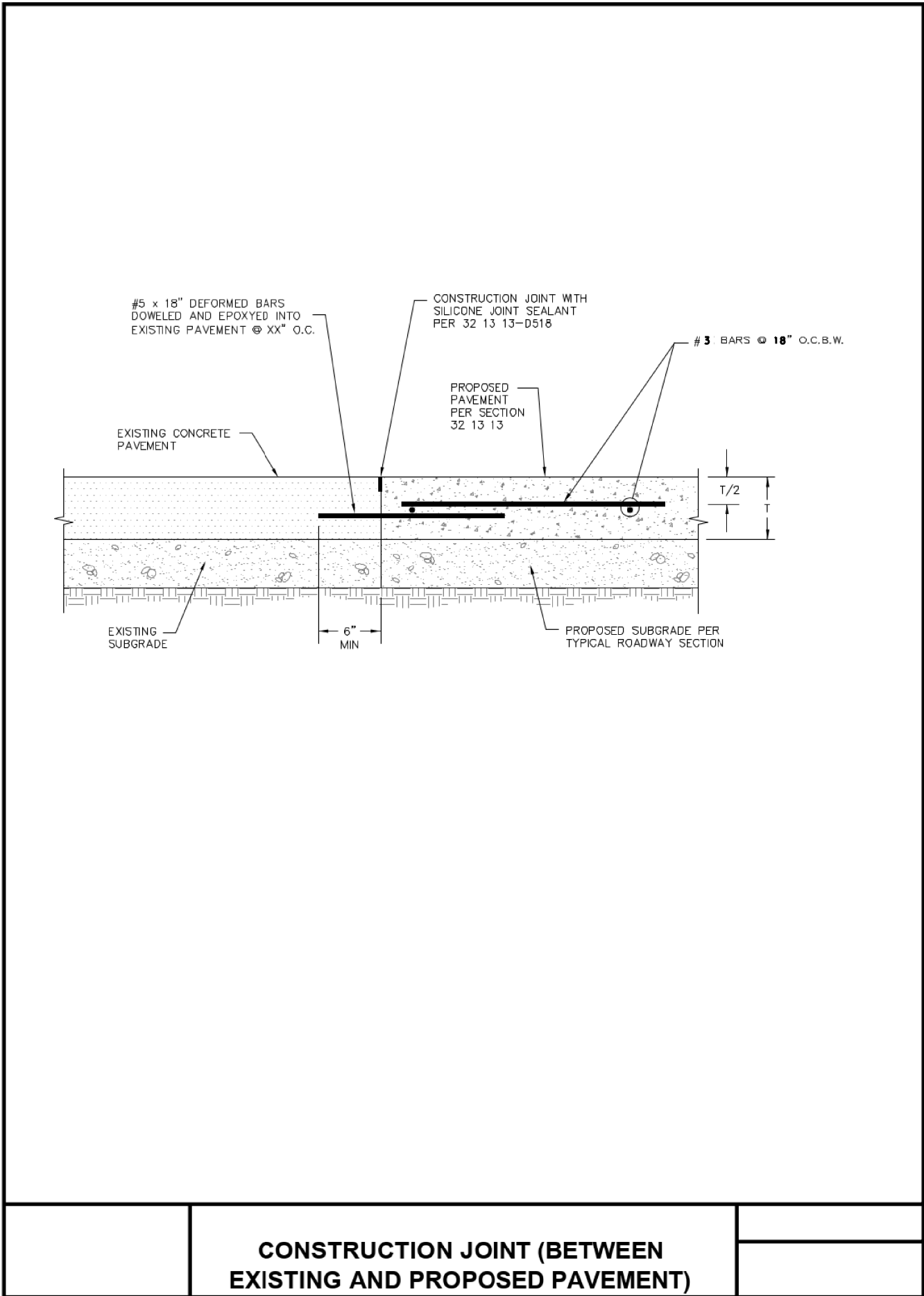
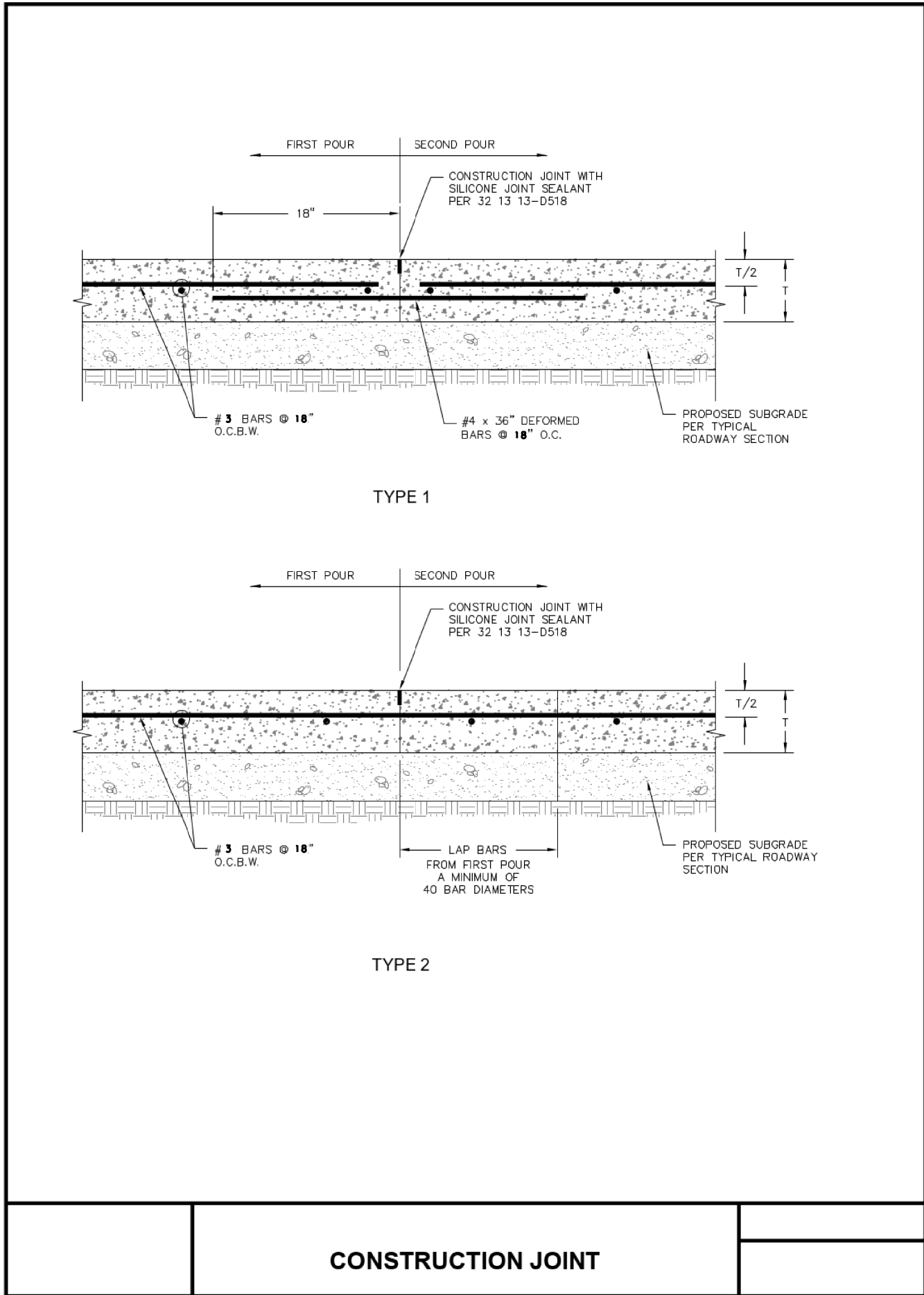
SPRUCE			
PAVING PLAN			
ROANOKE, DENTON COUNTY, TEXAS			
		9800 HILLWOOD PARKWAY SUITE 250 FORT WORTH, TX 76177 PHONE: 817-562-3350 TX FIRM NO 12207	
DESIGNED:	AEJ	DATE	PROJECT #
DRAWN:	AEJ	OCT 2023	BLC23002
CHECKED:	RMZ		SHEET
			C601

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

C:\JOB\BLC23002_P\Project_Spruce3_Design\35_Civil\351_CAD_Construction Plans\C601-BLC23002-C-SITE-PAVG-PLAN.dwg

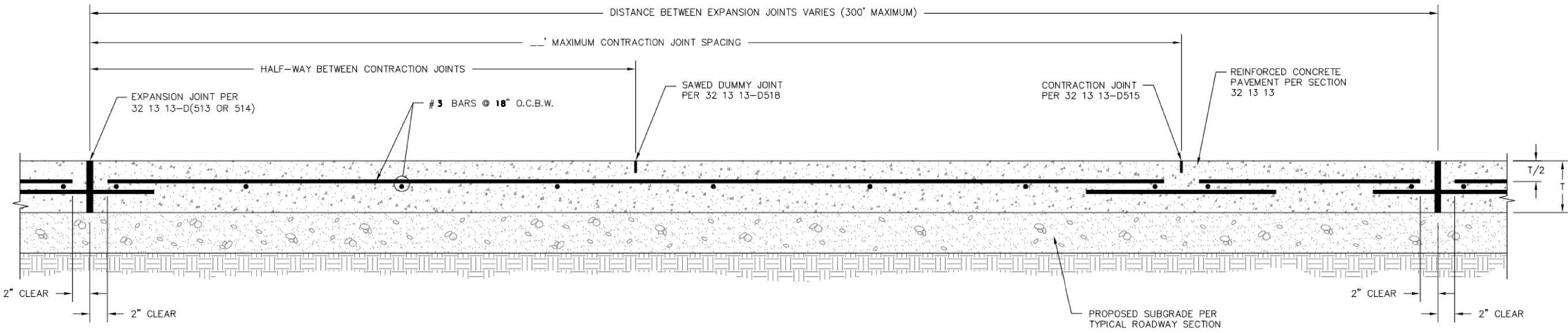


PRELIMINARY - FOR REVIEW ONLY

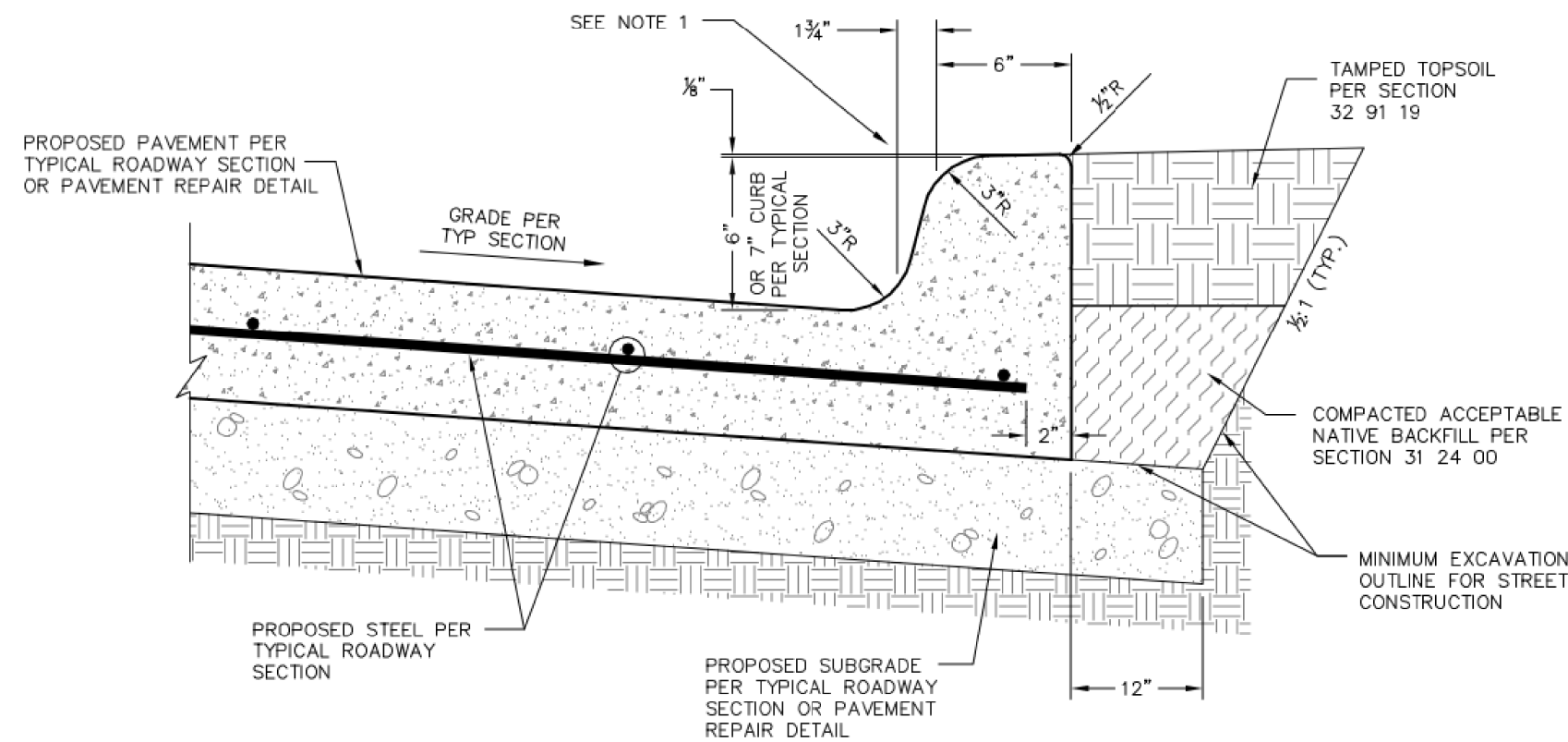
These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under supervision of:

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

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
DRAWN:	AEJ	PROJECT #
CHECKED:	RMZ	SHEET
	OCT 2023	BLC23002
		C602



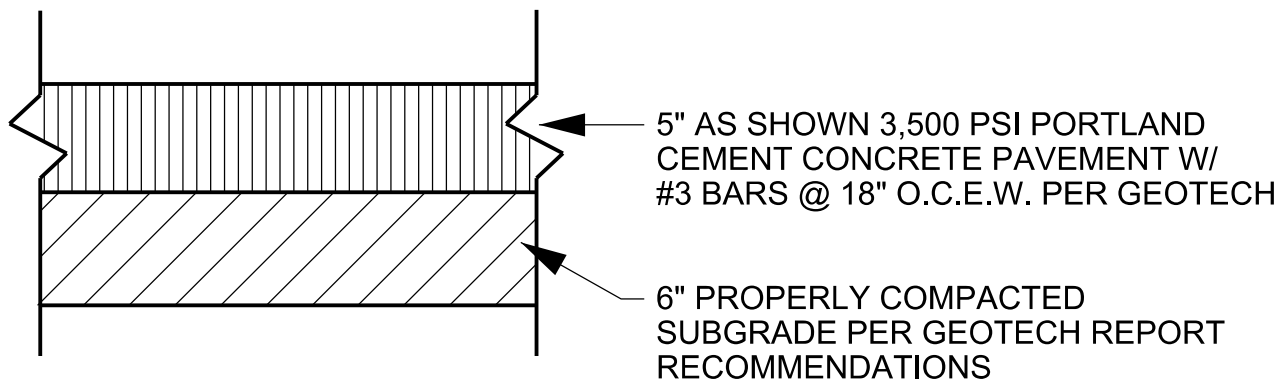
LONGITUDINAL PAVING SECTION



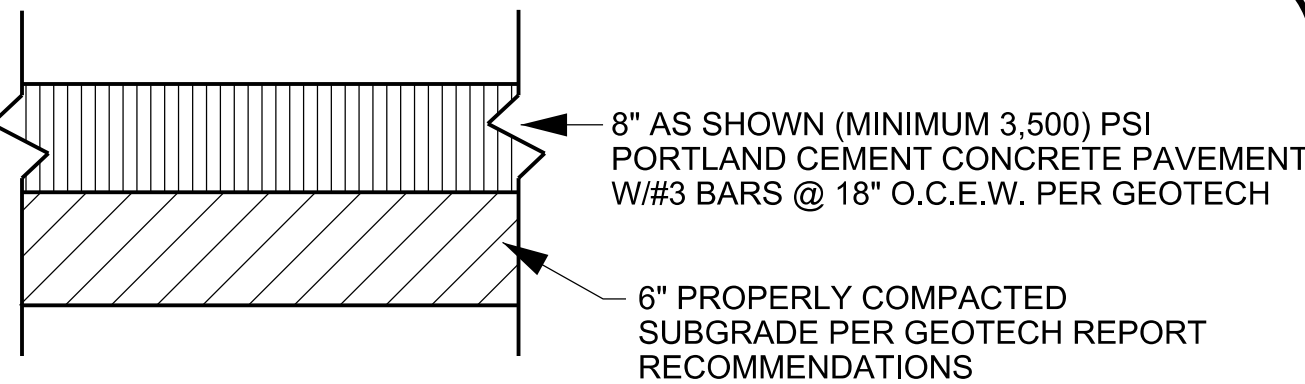
STANDARD MONOLITHIC CURB

NOTES:

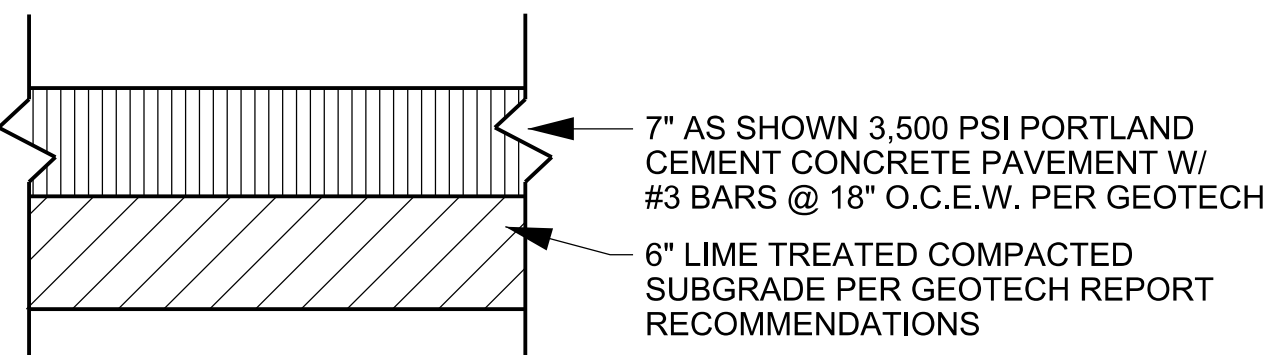
1. CITY APPROVAL REQUIRED FOR USE OF CURB MULE WITH DIMENSIONS THAT VARY FROM DETAIL.
2. MATCH STREET SAWED JOINTS FOR SAWED JOINTS IN CURB.



5" CONCRETE PVMT SECTION
NOT TO SCALE



8" CONCRETE PVMT SECTION
NOT TO SCALE



7" CONCRETE PVMT SECTION
NOT TO SCALE

TYPICAL PAVING SECTIONS
NOT TO SCALE

NOTE:

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

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

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	C603
CHECKED: RMZ			

City of Roanoke Landscape Requirements	
Requirement: 20% of the lot/tract area shall be pervious, permanently landscaped area.	
Site Area: 236,156 SF	
Required:	Provided:
47,232 SF (20%)	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:	Provided:
19 canopy trees	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 Association 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:	Provided:
6 trees	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 landscaped 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.	

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			

1. Contractor shall provide all materials and labor to complete scope of work as indicated in documents.
2. 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.
3. Contractor is responsible for securing all required permits, approvals and inspections related to scope of work.
4. 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.
5. Notify owner's representative 48 hours in advance of commencing work to coordinate project inspection schedule.
6. 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.
7. 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.
8. Contractor shall coordinate all work with other disciplines.
9. 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.
10. Unless otherwise noted, all existing trees shall be protected. Do not park, drive, operate machinery or store materials within the drip-line of existing trees.
11. 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.
12. Contractor shall provide bid proposal listing unit prices for all material provided.
13. 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.

3. All non-dimensional plants symbols, edging and bed lines are diagrammatic and shall be scaled from drawings.
2. 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.
3. 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.
4. Refer to details and specifications for plant pit dimensions and backfill requirements.
5. 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.
6. 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.
7. All new plants shall be container- grown, unless otherwise noted on the plant list.
8. The general contractor shall supply all new plant material in quantities sufficient to complete the plantings shown on the drawings.
9. No trees shall be planted before acceptance of rough grading. Tree shall bear same relationship to finish grade as they bore to previous grade.
10. 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.
11. All planting beds to be tilled to depth of 6" and, backfilled with 4" of organic mulch.
12. All planted areas to be mulched as specified in plan / details.
13. All landscaped areas are to be maintained in accordance with city regulations.
14. All plant varieties must come from a same source supplier in order to maintain a consistent appearance.
15. 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.
16. 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.
17. 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.

1. 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.
2. 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.
3. Contractor shall provide a separate bid proposal for one year's maintenance to begin after final acceptance.

1. Contractor shall coordinate operations and availability of existing topsoil with on-site construction manager.
2. Contractor shall leave lawn areas 1" below final finished grade.
3. 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.
4. 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.
5. Contractor shall remove all rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. prior to placing topsoil and lawn installation.
6. 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.
7. Contractor shall guarantee establishment of acceptable turf area and shall provide replacement from local supply if necessary.

1. 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.
2. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
3. Water sod thoroughly as sod operation progresses.
4. 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.
5. Sod shall be clean and reasonably free of weeds and noxious pest and insects.

1. 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.
2. All irrigation systems shall be installed with rain and frost sensors, and shall meet all applicable state and local regulations.
3. All areas other than turf shall be irrigated using Netafim™ or approved equal subterranean drip.
4. Hydromulched turf areas are to be irrigated with temporary above-ground irrigation for a minimum of 90 days and until achieving 100% germination.

- 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 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 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.

<u>CANOPY TREE</u>	<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>QTY</u>	<u>REMARKS</u>
	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

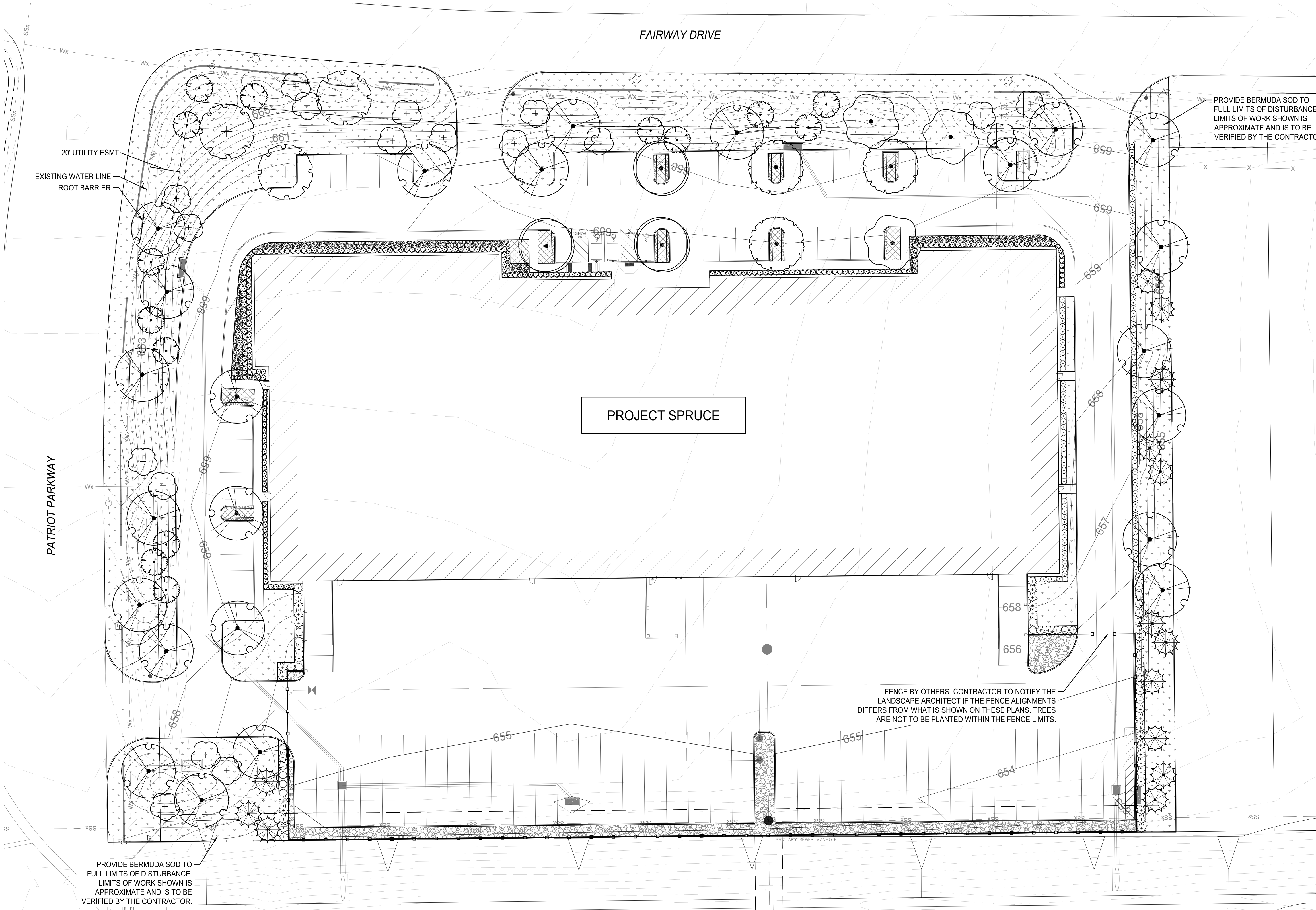
	JE	Juniperus virginiana	Eastern Red Cedar	3" Cal.	14	Container grown, 8' height, 4' spread, strong central leader, upright growth, branches full to base.
<u>ORNAMENTAL TREES</u>	<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>QTY</u>	<u>REMARKS</u>
	LI	Lagerstroemia indica 'Tuscarora'	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

	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'™	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.

	--		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

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

D:\proj\G:\JBL\23002_Plan_Land_Schedule_Design\03_LAND_CAD\03_Plan_Land_Schedule_Design\03_LAND_CAD\03_Plan_Land_Schedule_Design.dwg
Last Saved by: JBL
Print Date/Time: 10/02/2023 3:52 PM



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 Lilyturf
	LS	Purple Diamond Fringe Flower
	MP	Dwarf Wax Myrtle
GROUND COVERS	CODE	COMMON NAME
	--	Decomposed Granite (DG)
	---	Common Bermuda Grass (Sod)
	EC	Purple-leaf Wintercreeper
	NB	Native Bull Rock

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

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			

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.

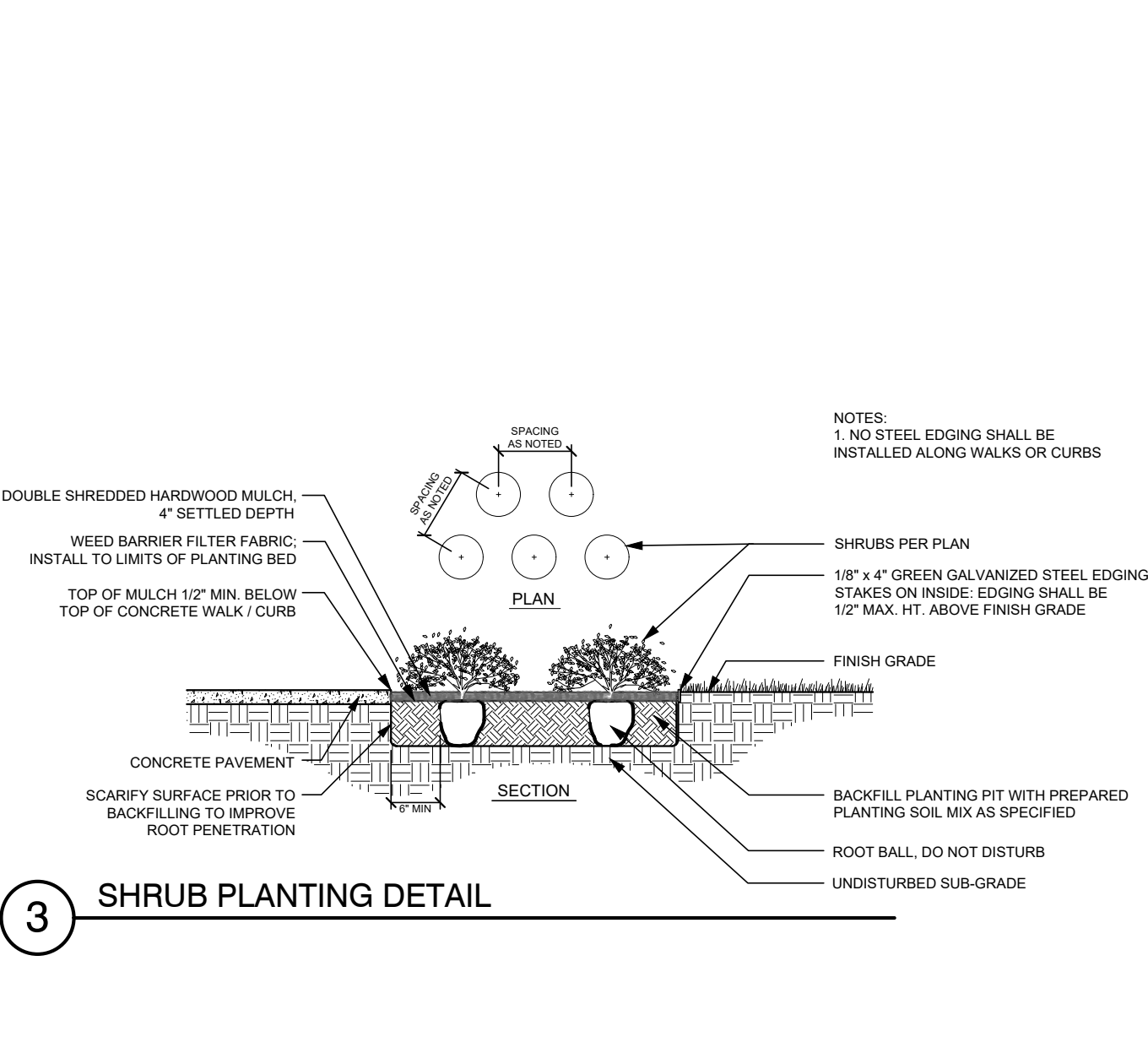
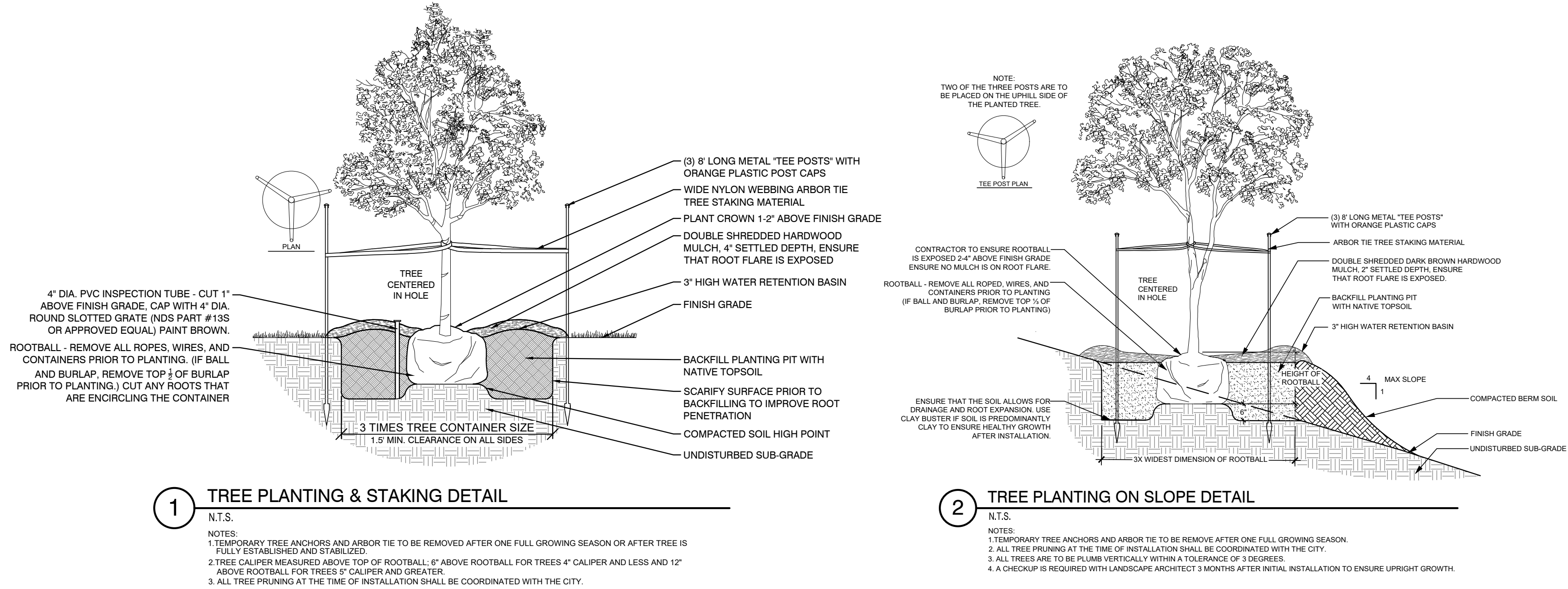
3.3 CLEANUP AND ACCEPTANCE

- 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.		

Drawn: G:\0616\23002_Planet_Spruce_Design\08_LAYOUT\CDLUA_Planet\23002-02DETAILS
Last Saved by: Jordan A. Kaylor
File Date/Time: 10/02/2023 2:58 PM



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

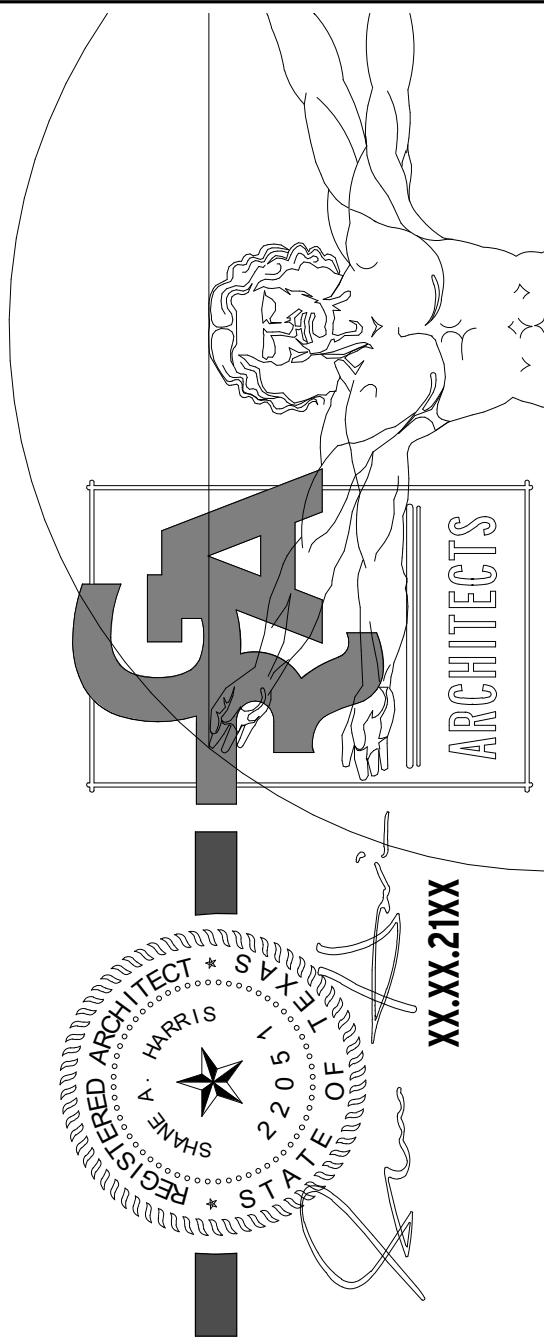
PROJECT SPRUCE
LANDSCAPE SPECIFICATIONS
AND DETAILS

ROANOKE, DENTON COUNTY, TEXAS



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

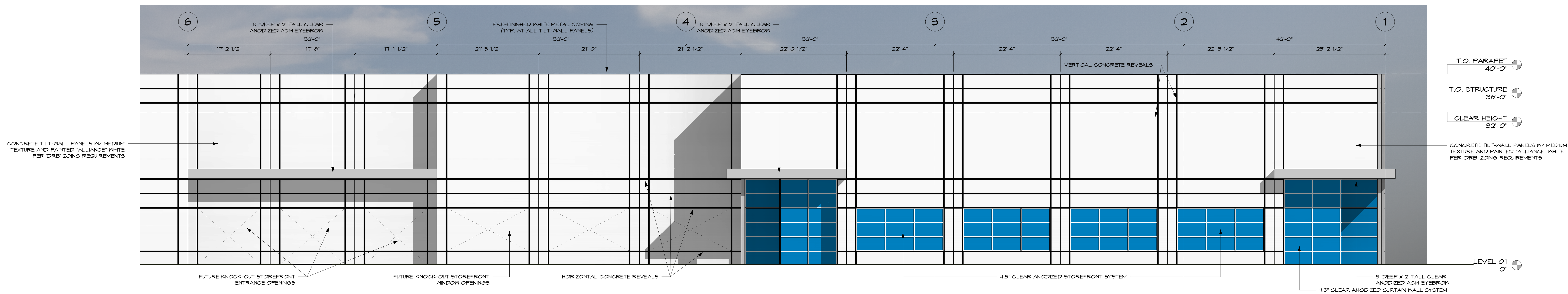
10/3/2023 4:35:49 PM



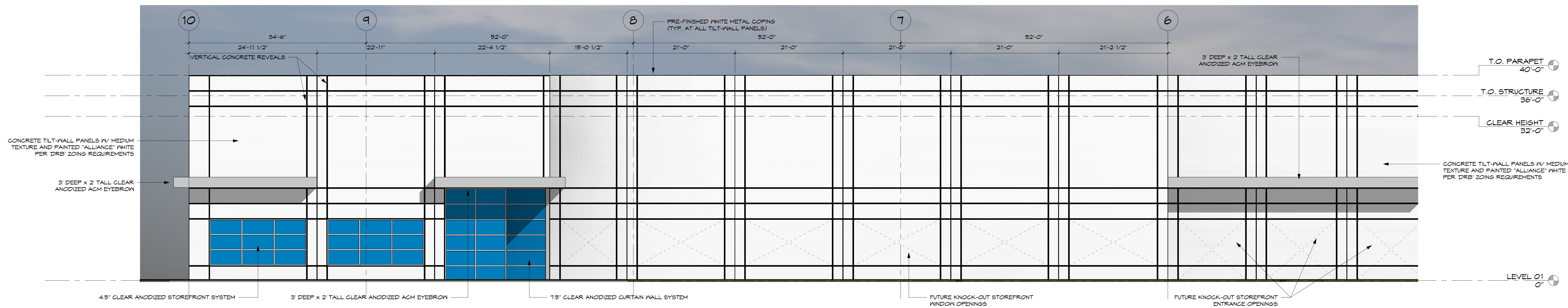
PROJECT SPRUCE

FAIRWAY DRIVE
ROANOKE, TX 76262

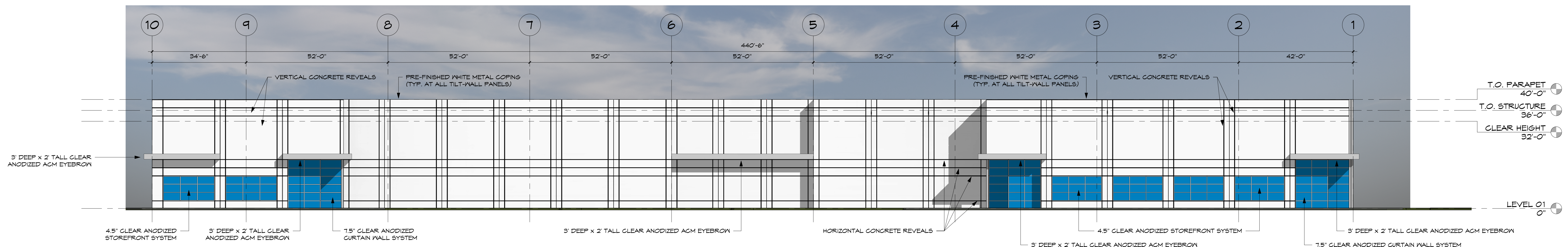
PERMIT NUMBER: XXXXXXXX
RGA PROJECT NUMBER: 23082
DATE: XX.XX.21XX
REVISIONS:
Number Description Date
SHEET: A3.01
SITE PLAN APPROVAL



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:	917	02%
CONCRETE TILT-WALL:	15,203	86%
TOTAL:	17,542	100%

PROJECT SPRUCE

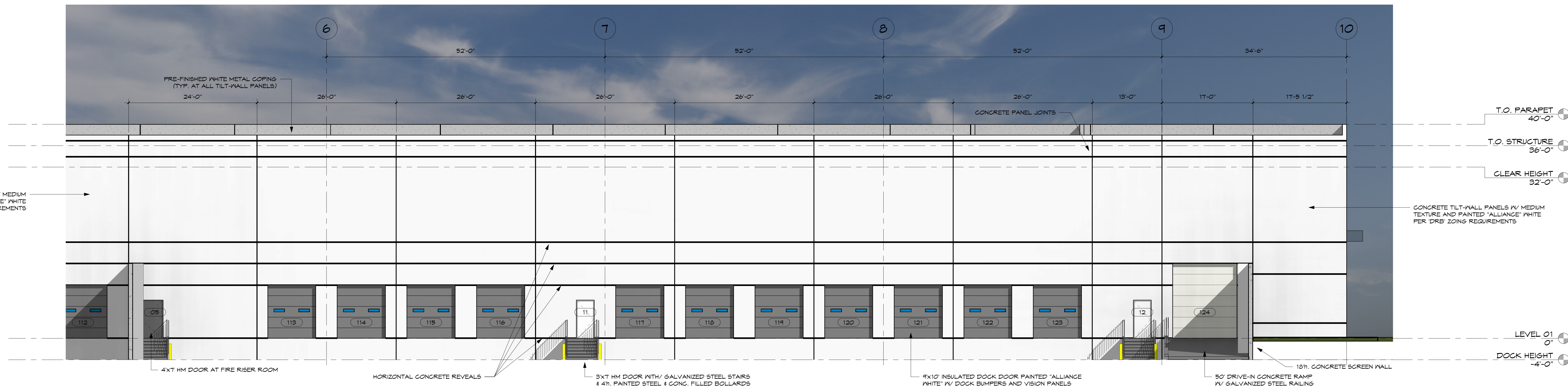
FAIRWAY DRIVE
ROANOKE, TX 76262

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

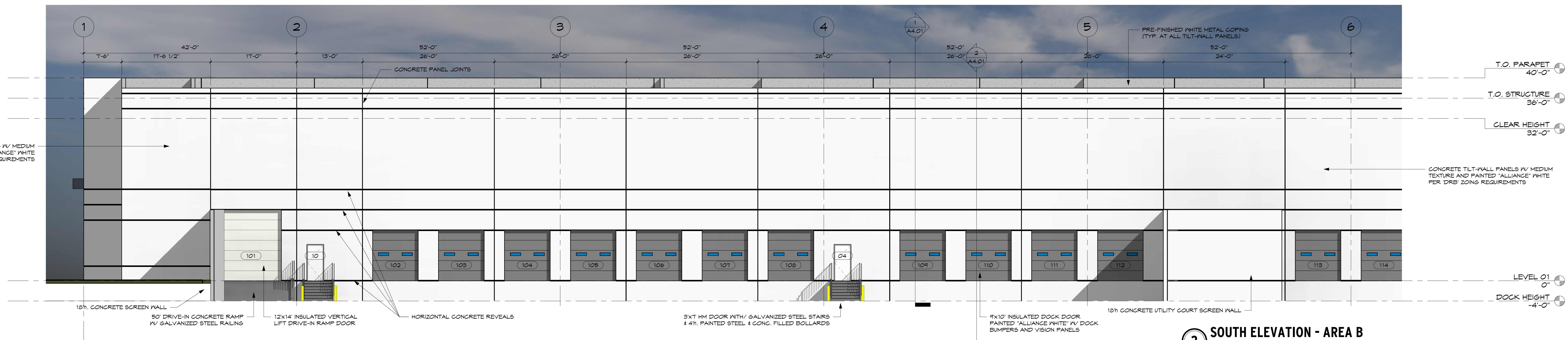
SHEET:

A3.02

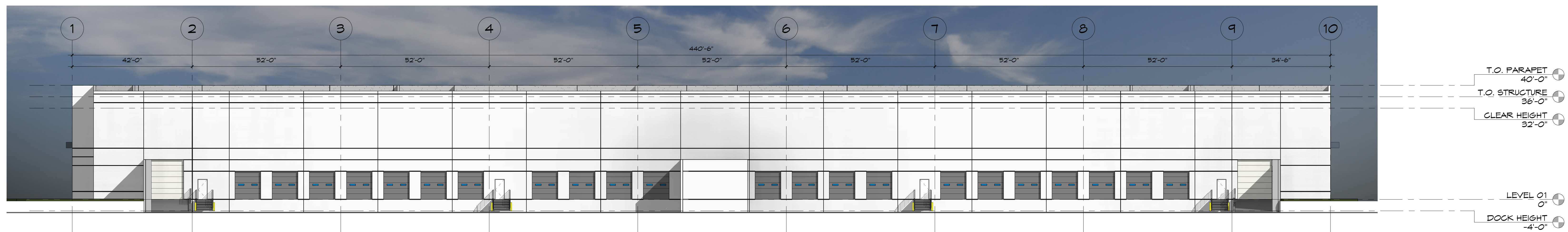
SITE PLAN APPROVAL



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



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



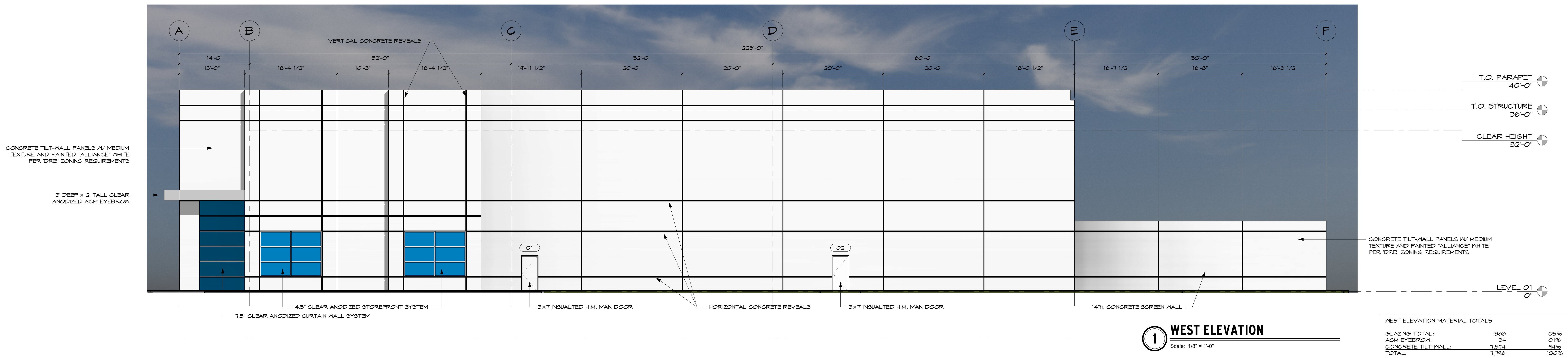
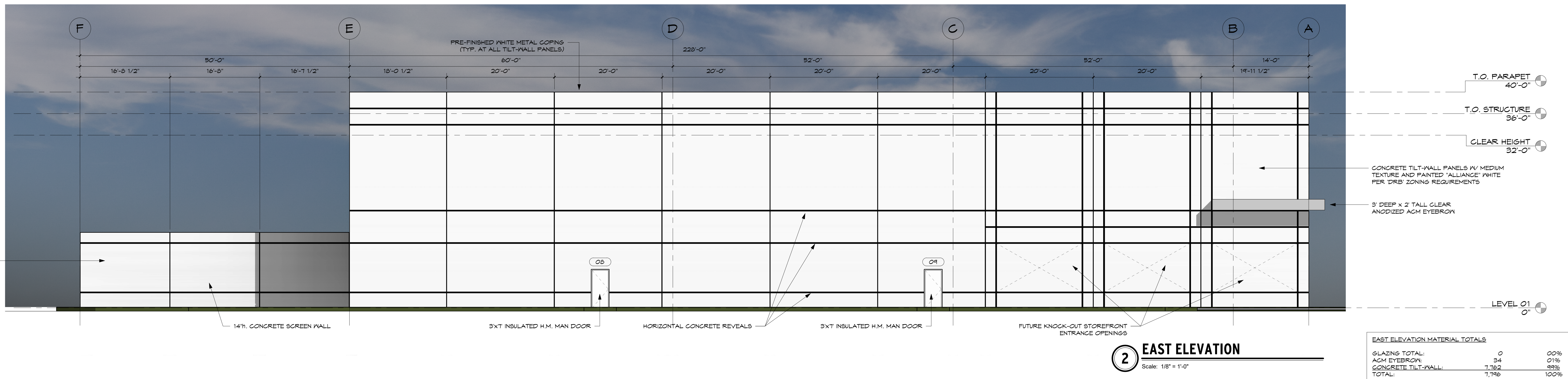
1 SOUTH ELEVATION - OVERALL
Scale: 1/16" = 1'-0"

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





AGENDA ITEM

TO: Mayor and City Council

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

MEETING DATE: October 24, 2023

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action 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.

PLANNING AND ZONING COMMISSION:

The board recommended approval on October 16, 2023.

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



AGENDA ITEM

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."

Formatted: Indent: Left: 0.5"

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: Mayor and City Council

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

MEETING DATE: October 24, 2023

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action 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.

PLANNING AND ZONING COMMISSION:

The board recommended approval on October 16, 2023.

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 work "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

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. *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:

Formatted: Font: Italic

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.

Formatted: Indent: Left: 0.5"

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.

Formatted: Font: Not Italic

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.

NN. *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.

OO. *Person*: Any individual, association, firm, corporation, governmental agency, or political subdivision.

P. *Plat*: Means a preliminary plat, final plat, and replat.

Formatted: Font: Italic

QP. *Shall, May*: The word "shall" is always mandatory. The word "may" is merely directory or permissive.

RQ. *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.

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:

~~"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

Formatted: Font: Not Bold, Italic

Formatted: Indent: Left: 0", Hanging: 0.5"

Formatted: Font: Not Bold

Formatted: Font: (Default) Arial, 11 pt

Formatted: Font: (Default) Arial, 11 pt, Italic

Formatted: Font: Not Bold, Italic

Formatted: Font: (Default) Arial, 11 pt, Italic

Formatted: Font: (Default) Arial, 11 pt, Bold

Formatted: Font: (Default) Arial, 11 pt, Italic

Formatted: Font: (Default) Arial, 11 pt, Italic

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



AGENDA ITEM

TO: Mayor & City Council

SUBJECT: Ordinance No. 2023-132 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023A.

MEETING DATE: October 24, 2023

DEPARTMENT: City Manager

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2023-132 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023A; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.

INFORMATION:

This bond sale is for \$30M to start the construction of the new Police and Municipal Courts Facility. The City plans on issuing another approximately \$20M in bonds next fiscal year for completion of the facility. The project consists of a 43,006 sf new building and a 16,892 sf indoor gun range.

STAFF RECOMMENDATION:

Approve Bond Sale

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2023-132 - Issuance of CO 2023A (ver 1)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

We, the undersigned officers of the City of Roanoke, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a Regular Meeting on October 24, 2023 at the regular meeting place of the City Council at City Hall and the roll was called of the duly constituted officers and members of the City Council, to wit:

Scooter Gierisch, Mayor
Brian Darby
David Thompson
Hogan Page

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

and all of the persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023A; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted and, after due discussion, the motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____

2. That a true, full and correct copy of the Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for adoption at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of the City has approved and hereby approves the Ordinance; that the Mayor and the City Secretary of the City have duly signed the Ordinance; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Ordinance for all purposes.

SIGNED AND SEALED ON OCTOBER 24, 2023.

April S. Hill; City Secretary
City of Roanoke, Texas

Carl E. Gierisch, Jr.; Mayor
City of Roanoke, Texas

(CITY SEAL)

Certificate for Ordinance Authorizing the Issuance and Sale of
City of Roanoke, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023A

Ordinance No. 2023-132

ORDINANCE NO. 2023-132

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023A; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Roanoke, Texas, deems it advisable to issue Certificates of Obligation in the amount of \$29,705,000 for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation ("Notice"), and the Notice has been duly published in a newspaper of general circulation in the City on September 1, 2023 and September 8, 2023, the newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code; and

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates of Obligation are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the City that the interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Roanoke, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$29,705,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing a new police and courts facility and related parking for such facility and (2) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2023A," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated November 14, 2023 (the "Dated

Date”), in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of the certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the certificates shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest from the Dated Date as set forth in the FORM OF CERTIFICATE in **Exhibit A** of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
[]		

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the

Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Except as provided in Section 3(d) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be converted and exchanged for other Certificates, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Certificates shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under

this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(e) Paying Agent/Registrar for the Certificates. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Book-Entry Only System.

(i) The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no

responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(h) Successor Securities Depository; Transfers outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(j) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's

absence, by the Mayor Pro Tem), City Manager and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance. **Exhibit A** is incorporated in this Ordinance for all purposes.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5(a), if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted to be on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. When a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND APPROVAL OF BOND INSURANCE; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the

State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with B

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Manager and City Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Procedures to Monitor Compliance with Tax Covenants. The City hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made herein.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES; APPLICATION OF PREMIUM FROM SALE OF CERTIFICATES.

(a) The Certificates are hereby sold and shall be delivered to [] (the "*Underwriter*") for the purchase price of \$[] representing the aggregate principal amount of the Certificates, plus an aggregate reoffering premium of \$[] less an underwriter's discount of \$[], pursuant to the terms and provisions of a Notice of Sale and Bid Form, in substantially the form presented at this meeting, which the Mayor or Mayor Pro Tem is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of the [] or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, Mayor Pro Tem, City Manager, Finance Administrator, and City Secretary shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the

Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(d) The Certificates have an aggregate premium of \$[] and which shall be allocated as follows:

- (i) the amount of \$[] shall be applied to pay costs of issuance of the Certificates;
- (ii) the amount of \$[] shall be deposited into the Construction Fund established by Section 12 of this Ordinance;
- (iii) the amount of \$[] shall be applied to pay the underwriting spread; and
- (iv) accrued interest in the amount of \$[] and excess premium in the amount of \$[] shall be deposited to the Interest and Sinking Fund.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2023A Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Certificates in the amount of \$[] shall be deposited into the Construction Fund, other than amounts paid at closing for issuance costs. Upon payment of all such Project costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt

obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer's annual financial audit report; and (ii) the information found in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement for the Certificates. The Issuer will update and provide the information in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement within six months after the end of each fiscal year ending in and after 2023. The Issuer will additionally provide its annual financial audit report when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2023. If the annual financial audit report is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material;
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any

benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity,

defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under subsection (b) of this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such

period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

Section 16. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

EXHIBIT A

FORM OF CERTIFICATES.

(a) The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ROANOKE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2023A	PRINCIPAL AMOUNT \$ _____
----------	---	---------------------------------

<u>INTEREST RATE</u>	<u>DATED DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	November 14, 2023	August 15, _____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the City of Roanoke, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above at the Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2024, to the Maturity Date specified above or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the

Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated November 14, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$29,705,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing a new police and courts facility and related parking for such facility and (2) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

ON AUGUST 15, 2032 or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on August 15 in the years [] (the "*Term Certificates*") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on each August 15 of the years and in the respective principal amounts, set forth in the following schedule:

Term Certificates due August 15, 20:

Mandatory Redemption Date: 8/15/20	Principal Amount: \$,000.00
Mandatory Redemption Date: 8/15/20*	Principal Amount: \$,000.00

* Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING OF NOTICE OF REDEMPTION there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the way the notice of redemption was given that such money was not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered

owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said Surplus Revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

U.S. Bank Trust Company National Association
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or type name and address, including zip code of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular,

without alteration or enlargement or any change
whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(b) Initial Certificate Insertions

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

- A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.
- B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ROANOKE, TEXAS, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Dates, in the Principal Amounts and bearing interest at the Interest Rates per annum set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
[]		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above, at the respective Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2024, to the date of payment of the principal installment specified above or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt such as the Certificates (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Obligations.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Issuer's Finance Administrator (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:
 - a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
 - b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
 - c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
 - d. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.
2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.
3. Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
 - a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

- b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
 - c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).
- 4. Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
 - a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
 - b. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
 - c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
 - d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
 - e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

II. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

- 1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
- 2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
- 3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:
 - a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
 - b. has a right to use the output of the Project (e.g., water, gas, electricity); or
 - c. has a right to use the Project to conduct or to direct the conduct of research;
- 4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;
- 5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
- 6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.



AGENDA ITEM

TO: Mayor & City Council

SUBJECT: Consideration and action on approval of Ordinance No. 2023-133 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023B.

MEETING DATE: October 24, 2023

DEPARTMENT: City Manager

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2023-133 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023B; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.

INFORMATION:

In November 2022, Denton County proposed and passed a bond election for transportation and road improvements. Roanoke submitted four (4) street reconstruction projects, totaling twelve million six hundred and ninety-six thousand dollars (\$12,696,000.00) to which the county would contribute 50% funding. These requests include Dorman Road, Howe Road, N. Walnut, and N. Oak, all of which were passed in the bond.

This bond sale (\$2.7M) is for the city's half of the engineering for all four streets mentioned above and half (50%) of the Dorman Road reconstruction.

STAFF RECOMMENDATION:

Approve the Bond Sale

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:



AGENDA ITEM

ATTACHMENTS:

1. ORD NO 2023-133 - Issuance of CO 2023B (ver 1)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

We, the undersigned officers of the City of Roanoke, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a Regular Meeting on October 24, 2023 at the regular meeting place of the City Council at City Hall and the roll was called of the duly constituted officers and members of the City Council, to wit:

Scooter Gierisch, Mayor
Brian Darby
David Thompson
Hogan Page

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

and all of the persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023B; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted and, after due discussion, the motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____

2. That a true, full and correct copy of the Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for adoption at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of the City has approved and hereby approves the Ordinance; that the Mayor and the City Secretary of the City have duly signed the Ordinance; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Ordinance for all purposes.

SIGNED AND SEALED ON OCTOBER 24, 2023.

April S. Hill; City Secretary
City of Roanoke, Texas

Carl E. Gierisch, Jr.; Mayor
City of Roanoke, Texas

(CITY SEAL)

2023

Certificate for Ordinance Authorizing the Issuance and Sale of
City of Roanoke, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023B

Ordinance No. 2023-133

ORDINANCE NO. 2023-133

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023B; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Roanoke, Texas, deems it advisable to issue Certificates of Obligation in the amount of \$2,655,000 for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation ("Notice"), and the Notice has been duly published in a newspaper of general circulation in the City on September 1, 2023 and September 8, 2023, the newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code; and

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates of Obligation are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the City that the interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Roanoke, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$2,655,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto and (2) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2023B," and initially there shall be issued, sold, and delivered

hereunder one fully registered certificate, without interest coupons, dated November 14, 2023 (the "Dated Date"), in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of the certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the certificates shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest from the Dated Date as set forth in the FORM OF CERTIFICATE in **Exhibit A** of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
[]		

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers,

conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Except as provided in Section 3(d) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be converted and exchanged for other Certificates, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Certificates shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each

substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(e) Paying Agent/Registrar for the Certificates. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Book-Entry Only System.

(i) The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the

immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(h) Successor Securities Depository; Transfers outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(j) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in

Section 10 or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, by the Mayor Pro Tem), City Manager and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance. **Exhibit A** is incorporated in this Ordinance for all purposes.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5(a), if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted to be on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. When a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND APPROVAL OF BOND INSURANCE; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the

State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with B

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Manager and City Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Procedures to Monitor Compliance with Tax Covenants. The City hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made herein.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES; APPLICATION OF PREMIUM FROM SALE OF CERTIFICATES.

(a) The Certificates are hereby sold and shall be delivered to [] (the "*Underwriter*") for the purchase price of \$[] representing the aggregate principal amount of the Certificates, plus an aggregate reoffering premium of \$[] less an underwriter's discount of \$[], pursuant to the terms and provisions of a Notice of Sale and Bid Form, in substantially the form presented at this meeting, which the Mayor or Mayor Pro Tem is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of the [] or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, Mayor Pro Tem, City Manager, Finance Administrator, and City Secretary shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the

Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(d) The Certificates have an aggregate premium of \$[] and which shall be allocated as follows:

- (i) the amount of \$[] shall be applied to pay costs of issuance of the Certificates;
- (ii) the amount of \$[] shall be deposited into the Construction Fund established by Section 12 of this Ordinance;
- (iii) the amount of \$[] shall be applied to pay the underwriting spread; and
- (iv) accrued interest in the amount of \$[] and excess premium in the amount of \$[] shall be deposited to the Interest and Sinking Fund.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2023B Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Certificates in the amount of \$[] shall be deposited into the Construction Fund, other than amounts paid at closing for issuance costs. Upon payment of all such Project costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt

obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer's annual financial audit report; and (ii) the information found in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement for the Certificates. The Issuer will update and provide the information in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement within six months after the end of each fiscal year ending in and after 2023. The Issuer will additionally provide its annual financial audit report when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2023. If the annual financial audit report is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material;
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any

benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity,

defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under subsection (b) of this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such

period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

Section 16. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

EXHIBIT A

FORM OF CERTIFICATES.

(a) The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ROANOKE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2023B	PRINCIPAL AMOUNT \$ _____
----------	---	---------------------------------

<u>INTEREST RATE</u>	<u>DATED DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	November 14, 2023	August 15, _____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the City of Roanoke, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above at the Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2024, to the Maturity Date specified above; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter

provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated November 14, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$2,655,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto and (2) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

The Certificates of this series are not subject to redemption prior to their stated maturities at the option of the Issuer.

THE CERTIFICATES scheduled to mature on August 15 in the years [] (the "*Term Certificates*") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on each August 15 of the years and in the respective principal amounts, set forth in the following schedule:

Term Certificates due August 15, 20:

Mandatory Redemption Date: 8/15/20	Principal Amount: \$,000.00
Mandatory Redemption Date: 8/15/20*	Principal Amount: \$,000.00

* Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or

hereafter outstanding) that are payable from all or part of said Surplus Revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

U.S. Bank Trust Company National Association
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or type name and address, including zip code of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(b) Initial Certificate Insertions

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ROANOKE, TEXAS, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Dates, in the Principal Amounts and bearing interest at the Interest Rates per annum set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
[]		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above, at the respective Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2024, to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt such as the Certificates (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Obligations.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Issuer's Finance Administrator (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:
 - a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
 - b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
 - c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
 - d. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.
2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.
3. Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
 - a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

- b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
 - c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).
- 4. Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
 - a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
 - b. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
 - c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
 - d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
 - e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

II. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

- 1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
- 2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
- 3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:
 - a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
 - b. has a right to use the output of the Project (e.g., water, gas, electricity); or
 - c. has a right to use the Project to conduct or to direct the conduct of research;
- 4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;
- 5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
- 6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.